

# CAPITAL ENTERTAINMENT & MUSIC

2413 Ridge Road Drive • Alexandria, VA 22302-3218  
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6/8/09

**Darryl W. Dockins**  
501 Yellowstone Ave  
Alliance, NE 69301

## ENTERTAINMENT SERVICES AGREEMENT

This agreement is to acknowledge in writing the arrangements for **Darryl Dockins/MVHS Class of '60 Reunion** ("Purchaser") to engage **Capital Entertainment, Inc.** ("Company") to supply the services of **SUPERMUSIC DEEJAYS** ("Performers") to provide music services for your event. The specific details are below:

DATE OF ENGAGEMENT: **SAT, JUNE 12, 2010** START: **7:30 PM** - END: **11:30 PM** BREAKS: **0 @ 0 min each**

PERFORMANCE VENUE: **Ballroom, Sheraton Suites Hotel, 701 N. St. Asaph St, Alexandria, VA 22314**

TOTAL FEE: **\$649.00**

(1) **\$324.00** Mail/Send to Capital Entertainment office, DUE: **FRI, JUN 19 (09)**

Fed Tax ID: **54-1151853**

(2) **\$325.00** Mail/Send to Capital Entertainment office, DUE: **WED, JUN 2 (10)**

The Purchaser agrees to furnish safe, comfortable and level space that is protected from the elements at the place of performance acceptable to the Company and the Performers and convenient to electrical power. The Purchaser further agrees that the Performers will have access to the "easiest way in" to the venue, having the use of elevators and corridors that minimize stairs and other obstructions.

The Purchaser agrees to maintain conditions that will not inhibit the performance of the Company or Performers, nor cause injury, loss or damage to them, their representatives, their staff or their equipment. Performer has the right to terminate service in the case of threats, or said conditions. The Purchaser accepts responsibility for his guests, customers, contractors, employees and staff.

The Company and Performers agreement to perform is subject to detention by strikes, riots, accidents, mechanical failures, traffic, acts of God, or any other legitimate conditions beyond the control of the Company or Performers. Late starts or lost time, due to lack of parking, insecure equipment loading-in conditions, delays due to physical or human obstructions, in the equipment load-in or the lack of the "easiest way in" access are not compensable to the Purchaser. In the event the venue does not provide Performers with free parking, the Purchaser agrees to reimburse the Company or the Performers for any parking fees incurred.

The Purchaser acknowledges that the Company has refused offers to provide the services of the Performers for other engagements in order to commit itself with respect to the performance hereunder. This agreement is a "Pay or Play" agreement, where the Purchaser shall have no obligation to use the services of Company or Performers hereunder, however if this engagement is terminated on or before the date of the engagement by the Purchaser for any reason whatsoever, then the Purchaser will be liable for and will pay the total fee as stated herein to the Company as fixed, liquidated and ascertained damages without further proof of damage or loss. Company may withhold service if payment is not made timely, while maintaining liability in full. Company is authorized to substitute, in full or in part, any Performer personnel who in the event of illness or other reason cannot appear.

The Purchaser also acknowledges that Company is the exclusive representative of the Performers. For future repeat engagements of said group, in full or in part, all booking arrangements for a period of twenty-five months from the engagement date will be handled by the Company. Failure will result in the obligation of the total fee of such engagement as liquidated damages. Company and his representatives are to have free and unrestricted access to the venue before, during and after said performance.

In the event that the Purchaser breaches any of the terms or conditions contained herein requiring the Company to bring suit in a Court of law to enforce said terms and conditions, the Company, in addition to any damages, shall be entitled to receive interest at the rate of 1.5 % per month from the date of breach, court costs and attorney's fee of one-third of the total fee agreed upon of the engagement in question.

The Purchaser, in signing this agreement or having the same signed by a representative, acknowledges his, her or their authority to do so and assumes liability for the terms, conditions stated herein.

AGREED TO & ACCEPTED BY:

**Darryl W. Dockins**

AGREED TO & ACCEPTED BY:

**Capital Entertainment, Inc.**



(X) \_\_\_\_\_  
Authorized Signature

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

Dated: 6/5809