Please fill out the following information and return to: Ben Phillips, Jr. 806 Concord Avenue Anderson South Carolina 29621 FAX (864)231-7128

MAKE SURE YOU READ THIS ENTIRE PLANNER!

Completed Planners must be submitted 2 weeks prior to your event or a \$200.00 rush fee will be added. Submitting a planner late or not filled out completely will not guarantee that all or most of your requests can be arranged.

Event Date	Customer Address:	
City	State	ZIP
Email Address:		
Name	Telephone	

SETUP TIME we would like to begin setting up at least two hours prior to the start of your event and arrival of guests. Please let the facility know that we will be coming.

Contract Terms and Conditions

General:

The following terms and conditions outline JUST CALL BEN responsibilities (herein also referred to as "ours" or "we") and the Customer/Client's responsibilities (also herein referred to as "you" and "yours".) This contract contains two pages including Customer / Client Summary of Information (page 1) and Terms and Conditions (page 1 and 2). Please verify accuracy of both pages prior to affixing your signature below. JUST CALL BEN agrees to provide DJ services at the venue and as indicated above.

The Venue:

JUST CALL BEN will normally arrive between 1 1/2 and 2 hours prior to the agreed upon start time to accomplish equipment setup and configuration. We may arrive earlier if agreed upon by the venue for additional set up time. While JUST CALL BEN will work with the venue contact (to be provided by the client) to ensure a suitable working area, the Client is responsible for providing JUST CALL BEN with a "reasonably" secure stage or floor area with easy (handicap accessible ramp or elevator) access. The Client is required to ensure that the DJ (Disc Jockey) operating location at the engagement venue is located within twenty-five (25) cable-feet of an AC outlet. If lights are included in the provided service, two independent 20 amp outlets will be required to support the electrical current requirements of the equipment. If during the event AC receptacles prove to be inadequate in supporting both the music/sound equipment and lights, the lights will be disconnected. The Client will NOT be entitled to a refund for the amount of the light rental in this case, nor will JUST CALL BEN be liable to refund any fees received or owed for temporary interruption to services due to inadequate AC power. JUST CALL BEN requires a 6 x 8-foot area for the equipment, as well as a 3 x 3-foot area for each speaker on each side of the dance floor. If lights are provided as part of this contract, the equipment area must be 3 x 3-foot area.

Outdoor Events will be provided: music, speakers, 1 amp, 1 cordless microphone. Additional equipment can be provided, see additional charges for details. Instruments provided by anyone other than JUST CALL BEN are the sole responsibility of the musician. Additional cords, hook ups and stands are not provided unless ordered in advance. Some hotels and event complexes have loading docks with a set schedule for loading and unloading. JUST CALL BEN will schedule with the venue a load in and load out time. JUST CALL BEN has been asked to stay longer at events and continue to play. This will be permitted as long as the venue, security, the entertainer and all other involved parties agree.

Additional set up or moving will result in additional charges. Please see the rest of the agreement as to those charges.

Safety:

To prevent liability resulting from accidental injury to any individual attending this performance JUST CALL BEN reserves the right to deny any guest access to the sound system and supplies owned or leased by JUST CALL BEN. In the event the DJ believes an unsafe situation exists, he/she may call upon the Client to remedy the situation. If no action is taken, the DJ may cease operation until the situation is resolved.

In the event of bad weather, rain, chance of rain exceeding 40%, temperatures below 60 degrees or above 90 degrees, we reserve the right to set up in the safest location to protect the equipment of JUST CALL BEN. Any damage to the equipment, the client is responsible for replacing. Last minute major moves after the client or the venue completes set-up, that is requested, will result in a \$100.00 relocation fee.

JUST CALL BEN will take reasonable safeguards to protect its equipment and music media. However, any damages or theft occurring to any equipment or music media owned or leased by JUST CALL BEN because of negligent acts of the Client or Client's guests will result in the Client being held responsible to pay for the damages or lost items. Typical damages may include alcohol spilled on equipment or music, the kicking or knocking over of equipment or music, or theft of music media or equipment. JUST CALL BEN will notify the Client immediately upon discovery of an accident or loss.

If there is a flight or flights of stairs, ie: Poinsette Club in Greenville /Anderson Country Club upstairs, there will be an additional \$100.00 charge added to the quoted standard rate. This fee will be waived if an elevator is available. Most of the equipment weighs over 75 to 300 pounds. We do not carry the equipment up or down more than 3 steps due to our insurance policy now not covering that prevision. Cords, cables or any lines will not be run across any walkway, travel path or in any way where foot traffic from any attending the event may trip, fall or cause injury to themselves. DO NOT ASK...OSHA made the law, we obey it.

Special Requests:

The purchaser will provide water or soft drinks for the DJ consumption during the event. Due to the entertainer not consuming any alcohol at all, it is requested that this prevision of refreshment be provided.

Any additional request for equipment "the day of the event" or LAST MINUTE, do carry charges. Please be aware that you may get an additional invoice from Just Call Ben, if your requests are in addition to the planner and are shown as additional expenses. Insulting, out of control, aggravated and intoxicated guests or anyone attending the event that verbally abuses the entertainment will not be tolerated. The purchaser will be notified and asked that the individual or persons be removed. JUST CALL BEN will stick to the prearranged music selection and not play anything mentioned on the DO NOT PLAY LIST. Only the names on the contract can make changes. Failure will result in the stopping of all entertainment, and FULL payment expected within 15 minutes. If prior payment was arranged, an additional \$500 to \$1,500 will be billed to the purchaser. This practice of hassling the entertainer stems from the reality shows, it will not be tolerated and will result in a lawsuit if necessary.

Payment Terms and Contract Cancellation:

The purchaser will make final payment at 1 week prior to the engagement by cash, or by check made payable to Ben Phillips. (Exemptions are events at Magnolia Manor Only) Clubs, Night Clubs, Bars or Restaurants must pay at the beginning of the event. The payment must be in cash or money order. Checks will not be excepted unless cashed by the establishment at that time. Failure to pay by the end of the event will result in fees beginning upon leaving the establishment.

An additional fee of \$25 per trip will be added to come and pick up the payment. There is a \$25.00 charge for each calendar day (including weekends) without payment until Ben Phillips receives the full payment amount. There will be an additional fee of \$30.00 for first time returned checks. Second time return checks will have a fee of \$300.00 and third time return checks will have a fee of \$3000.00.

You, the Client does hereby agree to pay the total contract amount for the disc jockey and entertainment services of JUST CALL BEN. Written cancellation of this agreement by the Client 30 calendar days or more in advance of the event will result in a full refund of any fees paid by the Client to JUST CALL BEN. Cancellation by the Client within 30 days of the event will result in the billing amount of \$600.00 to be paid for holding the date.

A filled-out contract is what we require holding, or "book" the event date with Just Call Ben, and is due within 3 days of initial contact.

In the event of an emergency, JUST CALL BEN will provide another entertainer for your event.

Return Contract to: Ben Phillips, Jr. 806 Concord Avenue, Anderson, South Carolina 29621.

By signing our signatures below, both parties (JUST CALL BEN and Client) agree to these contract terms and conditions.

Signature of Client and Date Ben Richard Phillips, Jr. Signature of JUST CALL BEN

(Time allotted 3 hours VALUE: \$1,	200.00)		
Location:			
Time to start			
DJ Location: InsideOut	side(Add	itional \$250 for dual set up)	
DJ Attire: Tux Jacket & Tie_ (Any rentals of attire must be paid	Casual_ in advance / No cha	Other arge for Black Tux, Jacket & Tie or Ca	sual)
	Sį	pecial Dances	
Y N Title:		Artist:	
Y N Title:		Artist:	
Notes:			
		Artist:	
Notes:			
Y N Title:		Artist:	
Notes:			
		derate tempo and will pick up through and adjust the music as necessary	out the evening. The DJ will
Some of the Line Dances that are Electric Slide, YMCA, Cha Cha Slide, Whip – Nae Nae, Celebration, Hot in Here, Chicken Dance, Love Shack,	available:	K-Wang (Lyrics Warning) Cupid Shuffle, Apache (Jump on it), Shout The Wop Biker Shuffle The Wobble Moves Like Jagger	
Your DJ may take requests from your DJ may take requests from your Please Select the music styles you want played at your want want want want want want want want		ONLY requests based upon YOUR n	nusic style selections.
Complete Variety	R&B	Top 40	Alternative
90's 80's	Big Bands Country	Line Dances	
70's	Contemporary	Country	
60's 50's	Polkas Waltzes	Rap	Shag / Beach

Keep in mind your DJ can play between 60-70 songs in a 4-hour period..

Do you wish to bring music from your personal CD collection? Yes No Your DJ has been trained to help your guests have fun and become part of your celebration through the use of icebreaker dances. If you are unsure of what an icebreaker dance is please contact your representative. If you have a college fight song you want played Are there any songs that you want your entertainer to play? _____ If so, please make a note of those songs here: Please use the back of this page for additional requests. Other questions: The Music This section is concerned with helping you to understand a few important facets of the music that will be played to make event a success. Music comes in all styles. Casual or sophisticated; classical or rock; reggae or jazz; polka or pop. It is played loud or soft and fast or slow. It appeals to young and old. It can make you feel lively or lethargic. Music is a common element of everyday life, but for your wedding celebration, the music should be extraordinary and special. Are there any songs that you want your entertainer to avoid playing? _____ Karaoke is available upon request but must be requested on this planner. (charge of \$250.00)

	_ PA System	. \$ 250.00
	Horse and Carriage Rides	See Broken
Spoke V		
	Wireless Unit to make keyboard wireless (recommended)	\$ 75.00
	Soloist	\$ 400.00
	_ Clemson Tiger Visit	\$ 300.00
	Wireless Microphones – Sennheiser	\$150.00 each.
	_ Music Stand	\$ 25.00
		\$150.00
	Air conditioning Fan (water cooled)	\$100.00
	Bubble Machine for Patio or Leaving	
	Pipe and Drape (Black or White) 10 foot sections	\$ 50.00 per
section		
	_ Karaoke	\$ 150.00
	Video Production Equipment	\$ 400.00
	EACH additional hour of reception, billed in 1 hour units (DJ ONLY)	\$ 100.00