

**A New Song Mobile Entertainment**  
**(877) 801-0914 / (909) 245-2507**  
**E-mail: hugh@anewsong.com**

**PO Box 195**  
**Wildomar, CA 92595**

This agreement is made between Hugh Swanke and \_\_\_\_\_, (Hereafter referred to as "Client") on \_\_\_\_\_.  
Hugh Swanke agrees to provide musical entertainment on \_\_\_\_\_, for the occasion of \_\_\_\_\_.  
The service(s) contracted for is selected below, **and is (are) to be paid in full one week prior to the event.** In the event that the balance is not paid one week in advance, Client agrees to pay a \$100.00 fee, in cash, immediately upon the completion of the above stated event, which is in addition to the total balance due stated elsewhere in this agreement. The time of this service starts at \_\_\_\_\_ and continues until \_\_\_\_\_. Any additional time is offered by Hugh Swanke for an additional \$\_\_\_\_\_.00 (non-refundable) per hour at the time of the event, or \$\_\_\_\_\_.00 if pre-scheduled and pre-paid, and is due immediately upon the completion of the above stated event **in cash.**

|  |                        |   |
|--|------------------------|---|
| <b>Select Services Contracting For (Can be upgraded up to One Week prior to Day of event):</b> |                        |   |
| <b>Package Selected:</b> _____   | <b>Fee for service</b> | <b>\$ _____ .00</b><br>(For four hours) |
| <b>Overtime Rate:</b> \$ _____ .00 per hour  | <b>Location:</b> _____ |   |
| <b>Entertainer's name and phone number:</b> _____  |                        |   |

Client agrees to provide electricity and protection from adverse weather conditions at this event, including direct sunlight. Client will be responsible for any damage to or theft of any equipment or compact discs provided by Hugh Swanke by any person present at this event that is not employed by, or contractually working with Hugh Swanke, or resulting from failure to meet any conditions in this agreement.  
In the case of any legal costs incurred by Hugh Swanke attempting to collect any outstanding balance owed by Client, Client will be assessed an additional \$100.00 fee, as well as any reasonably incurred legal, processing or service-of-paper fees.

In addition:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Initial Here if you want this additional service X \_\_\_\_\_**

This agreement is not binding until Hugh Swanke receives an initial payment in the amount of \$\_\_\_\_\_, made **payable to Hugh Swanke**, which reserves the above stated date for Client, and is non-refundable.  
In case of client cancellation the initial payment can be applied to an event booked with A New Song Mobile Entertainment that takes place within one calendar year of the date of cancellation. The balance is due one week in advance of date of event. No other agreements are implied or expressed by either party to this contract. If client cancels this agreement for any reason within 45 days prior to event date, the client shall be responsible for the entire value of contract. Client agrees to indemnify, defend, and hold A New Song Mobile Entertainment, Hugh Swanke, Pam Swanke, or any of it's agents, assignees, or employees harmless for any and all damages, claims, demands, losses, suits, proceedings, penalties, expenses, or other liabilities to or from any party resulting from the performance of this contract, including attorney fees and court costs. This agreement constitutes the entirety of the agreement between Hugh Swanke and Client.

**Client – Initial after reading above X \_\_\_\_\_**

For Hugh Swanke,  
\_\_\_\_\_  
Date \_\_\_\_\_

For \_\_\_\_\_,  
**X** \_\_\_\_\_ Date \_\_\_\_\_

Please return this signed agreement to the address above, and make a copy for yourself. **Please make checks payable to: Hugh Swanke**

Revised 1 /03