

THE
ENTERTAINMENT
COMPANY

5050 Quorum Drive, Suite 700 Dallas, Texas 75254
972.866.0800 (Dallas) * 713.524.3255 (Houston) * 214.722.6504 (Fax)

Date: October 16, 2006

CONTRACT AGREEMENT

CONTRACT AGREEMENT made on this 16th day of October, 2006, by and between the parties, namely, Community Association of the Woodlands, (hereinafter referred to as "BUYER"), whose address is 2201 Lake Woodlands Drive, The Woodlands 77380 and Mobile Disc Jockey Al Henson, (hereinafter referred to as "ARTIST").

The following terms and conditions were mutually agreed to by the party's undersigned:

1. CONTRACT NUMBER: 06-10-88321
2. DATE(S) OF ENGAGEMENT: Friday December 1, 2006
3. TYPE OF ENGAGEMENT: Holiday Gala
4. PLACE OF ENGAGEMENT: Woodlands Waterway Marriott
Ballrooms I-IV
5. REPORT TO: Ms. Mary Connell @ (281) 210-3890
6. HOURS (Start - End): 6-11 P.M.
(Set Up Time) By 5:30 P.M.
7. PRICE AGREED ON: \$1000.00
8. OVERTIME RATE: \$250.00 /Hr.
9. DEPOSIT AMOUNT: \$500.00 Payable to "The Entertainment Company"
10. DEPOSIT DUE DATE: Oct. 30, 2006 with executed contract in order to secure Artist for the date.
11. BALANCE: \$500.00 Payable to "Artist" Al Henson
12. BALANCE DUE PROVISIONS: Before start of event day of event.
13. SPECIAL REMARKS, PROVISIONS, OR STIPULATIONS:
 - 1. Coat & tie attire for DJ. Also, DJ will provide "BUYER" with a wireless microphone for them to use for announcements.

Thanks.

14. ADDITIONAL TERMS & CONDITIONS:

- (A) All services, including musicians or entertainers, furnished hereunder, shall be under the exclusive direction and control of the ARTIST/PRODUCER. BUYER may make requests for specific music or volume level, which the ARTIST agrees to consider and comply when possible. ARTIST accepts this engagement as an independent contractor and assumes all responsibilities for applicable taxes and insurance. Any changes in key personnel of ARTIST must be approved by BUYER.
- (B) In the event the entertainer does cancel, THE ENTERTAINMENT COMPANY will provide an equal or better entertainer at the same price subject to the buyer's approval. Any and all deposits will be returned to the buyer if approval is not given to THE ENTERTAINMENT COMPANY. If approval is given, deposits will be transferred in full to the new entertainer.
- (C) Cancellation by BUYER for any reason other than described in paragraph (B) above must be submitted in writing to THE ENTERTAINMENT COMPANY to void this Contract Agreement. The Artist will attempt to find suitable replacement booking for this date if cancelled. If suitable replacement booking is found the contract becomes null and void. There is a non-refundable cancellation fee of fifty percent (50%) of this Contract Agreement. If no suitable replacement booking is found the purchaser will remain liable for entire contract amount.
- (D) This Contract Agreement constitutes a complete and binding agreement between BUYER AND ARTIST, THE ENTERTAINMENT COMPANY acts only as Agent and is not responsible to either party in the event there is a breach of this contract.
- (E) ARTIST agree that the services of THE ENTERTAINMENT COMPANY as Agent shall be paid a commission, based on a percentage of the contract amount. In the event that ARTIST is re-booked by BUYER or any representative of BUYER, within 13 months of the termination of the contract Agreement, ARTIST shall be liable for payment to THE ENTERTAINMENT COMPANY at the rate of commission as agreed upon.
- (F) THE ENTERTAINMENT COMPANY and /or ARTIST will be solely responsible for any royalty fees due any other artist or company. The BUYER will not be responsible for any royalty fees.

AGREED TO AND ACKNOWLEDGED BY:

"Buyer": Community Association of the Woodlands

By: Mary Connell
Ms Mary Connell

"Artist": "The Party Machine Mobile D.J."

By: _____
Al Henson

"Agent": THE ENTERTAINMENT COMPANY

By: Tim Looney
Tim Looney
(SS #: [REDACTED])