

**ENTERTAINMENT CONTRACT**

Contract Number \_\_\_\_\_

This contract is made and entered into by and between Keesler Community Center, a non-appropriated fund instrumentality (NAFI) of the United Air Force, and Bradley Davis, hereinafter called the Contractor. The Contractor warrants that it has full rights and authority to represent the entertainment unit, and that every part thereof is free from any conflicting rights of others, including licenses, patents, and copyrights.

The Contractor agrees to represent, in accordance with the terms and conditions of this contract, an Entertainment Unit as follows:

\_\_\_\_\_ DJ Services \_\_\_\_\_

to include named performers or musicians as set forth in appendix A, for performance beginning on the 2nd day of Sept., 2003, to include a maximum of 21 performance(s), each performance consisting of 1 sets per performance. Specific performance date(s), time(s), and amount(s) are as follows:

<u>DATE</u>	<u>TIME</u>	<u>AMOUNT</u>
2,3,4,9,10,16,17,18,23,24,30 Sept 03	_____ 1800-2200 _____	_____ \$1320.00 _____
5,6,11,12,13,19,20,25,26,27 Sept 03	_____ 1800-2400 _____	_____ \$1800.00 _____

2. Any notification from the Contracting Officer to the party originally negotiated with for this contract constitutes notice to the Contractor and to the members of the entertainment unit.

3. Each member of the entertainment unit is engaged severally under the terms and conditions. No substitution will be made unless agreed to by the Contracting Officer. Each member of the entertainment unit may enforce this agreement and each severally agrees to render services under the terms and conditions of this contract.

4. Subject to the provisions of this contract, the NAFI agrees to pay to Brad Davis (name of payee) \$ 3120.00 for performance(s) as set forth above. The amount specified in this paragraph is the total sum for which the NAFI is liable under this contract. No other remuneration in the form of transportation, food, or lodging is included unless specifically made a part of this contract. Payment is to be made by electronic funds transfer (EFT) which will be issued only after the Contracting Officer or his /her designee verifies that the services required hereby have been satisfactorily rendered and completed. Payment to the above named individual satisfies the NAFI's obligations under this contract to all members of the entertainment unit and any other party to this contract.

5. All requirements for payment of lodging will be as specified herein. When required, the manager of the NAFI where entertainment is to be performed will make arrangements for lodging, and government quarters will be occupied by contract personnel when available. Lodging requirements of this contract are as follows:

N/A

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6. The Contractor must arrange for and furnish necessary transportation to each place of performance. If any transportation is provided by an Air Force NAFI, the members of the entertainment unit must travel by means of transportation provided by the Air Force NAFI.

7. The Contractor must furnish:
- a. Photographs and such other advertising or publicity material or information as required. The aforementioned material must be provided to the Contracting Officer by the leader of the entertainment unit, not later than 30 days before beginning the initial performance.
  - b. Necessary costumes, musical library, and instruments.
  - c. All necessary stage hands, electrician, and properties.

8. It is understood and agreed that the leader of the entertainment unit is an independent Contractor and employer of the personnel of the entertainment unit. He/She has exclusive control over the means and methods by which the obligation of this agreement are to be fulfilled subject to this contract. The leader's obligations under this contract and all federal, state, and municipal laws are to be performed and discharged by the leader as an independent Contractor and not as an employee.

9. The Contractor and each member of the entertainment unit at all times while on any Air Force installation must conduct themselves in an acceptable manner and observe all rules and regulations of the installation commander and the United States Air Force.
- a. Entertainment must be wholesome and adhere to the standards of good taste. Emphasis is placed on the following:
    - (1) An acknowledged deity will not be referred to in a manner that would offend a follower of any faith.
    - (2) Profanity, vulgarity, or connotations of sexual depravity and perversion will not be used.
    - (3) Military, racial, religious or national groups will not be defamed, and individual deformities will not be ridiculed
    - (4) Hypnotists or any type of act which results in participants temporarily losing control of any parts of their mental faculties will not be used.
  - b. Any criminal conduct, any unexcused tardiness or absence which prevents timely starting of the performance(s) required hereunder, indecency or obscenity, drunkenness, damage to government property, failure to discharge indebtedness to the government, being under the influence of narcotics or hallucinatory drugs, any unexcused violation of an office instruction established by a manager of one of the Air Force NAFI's or such violation of the rules and regulations of the installation Commander or the United States Air Force as results in the installation commander issuing a letter barring the group or any members thereof from entering the installation or threatens a breach of national security, is grounds for termination of this contract in accordance with the clause title, "Termination for Convenience" of the General Provisions.
10. The Contractor warrants that all equipment used in performance hereunder and the use of such equipment in the performance of the contract will meet or exceed requirements for that equipment or its use set by federal statutes and regulations.
11. The entertainment unit must personally secure and safeguard its equipment and other personal belongings while on the installation, unless otherwise specified in an addendum hereto.
12. No performance by the Contractor, its agents, servants, or employees may be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless advance written authorization has been obtained from:
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13. Representatives of labor (organization)\_\_\_N/A\_\_\_\_\_ are provided access to the place of performance to confer with their members, consistent with applicable rules and regulation of the installation commander and the United States Air Force.
14. The ability of the Contractor and members of the entertainment unit to perform is subject to proven detention by sudden, serious illness, accidents, riots, strikes, threatened epidemics, Acts of God, or any other legitimate conditions beyond their control. The cancellation of any or all of the scheduled performances resulting from the occurrence of one of these contingencies must be substantiated in writing to the satisfaction of the Contracting Officer or the conditions of paragraph 16 apply. Based on the acceptance by the Contracting Office of legitimate conditions for cancellation of the performance(s) within 90 calendar days of the original performance dates based on the terms of the contract. The Contracting Officer and the Contractor will also negotiate an equitable price reduction for performances accomplished with less than the required number of performers. If one or more performers are prevented from participating in any performance(s) by any of these contingencies, the Contracting Officer, on determining that an inadequate number of performers are available to satisfactorily accomplish one or more performances, may cancel such performance(s) and an equitable price reduction will be negotiated by the Contractor and the Contracting Officer. Should a negotiated agreement not be obtained in either situation where price reductions become necessary, the Contracting Officer will determine the proper price reduction warranted and issue determination of this amount. This determination is subject to appeal by the Contractor under the clause titled "Disputes" of the General Provisions. Nothing in this paragraph precludes the Contracting Officer from exercising those rights prescribed in the clause titled "Termination for Default" of the General Provisions.
15. Any portion of services scheduled under this contract may be cancelled by the Contracting Officer or his/her designee, prior to performance, without advance notice in the event of:
- a. Riots, threatened epidemics, Acts of God, or for any unforeseen occurrences which make it impossible for the NAFI to provide a facility for, or otherwise precludes the presentation of, the entertainment which is the subject of this contract;
  - b. The NAFI which is to be furnished services ceasing to operate, or
  - c. Deactivation of the installation.

16. Due to the economic, good will, and reputation losses to the NAFI which are not absolutely determinable or capable of being estimated with any degree of precision, if the entertainment unit fails to perform as scheduled in this contract, or any change hereto, the prorata amount due the Contractor for the missed performance(s) will be deducted from the total contract price. In addition to this deduction, the entertainment unit will be charged an amount equal to 50 percent of the deduction for missed performances (as stated above) as liquidated damages. The entertainment unit will not be charged liquidated damages when a delay or missed performance arises out of causes beyond the control and without the fault (willful or negligent) of the entertainment unit (such as fires, floods, and so forth).

17. The Contractor agrees to indemnify, hold and save harmless, and defend the Air Force NAFIs (a) from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Contractor, its agents, servants, or employees while in, on, or about the military installation wherein the entertainment is to be performed, or while going to or departing from the same; (b) from and on account of damages or any kind which they, or either of them may suffer as the result of the acts of the of the Contractor or any of the Contractor's agents, servants, or employees in or about said military installation; and (c) from any workmen's compensation benefits which they, or either of them, become obligated to pay the Contractor, its agents, servants, or employees, and (d) from any and all claims, demands, actions, debts, liabilities, and related costs which result from performing by the Contractor.

18. In the event of conflict between the provisions of the basic contract and the provisions of any attachment hereto, the provisions of the basic contract control. This contract consists of the following documents:

- a. Introductory paragraph, contract provisions, signature page..... 5
- b. Appendix A, Schedule of Performers.....1
- c. Appendix B, Previous Contracts and Compliance Reports..... 0
- d. General Provisions (Clause 1 – 39)..... 6

Jo Ann Pearl  
Print Name of Contracting Officer

BRAD DAVIS  
Print Name of Contractor

\_\_\_\_\_  
Signature – Contracting Officer

\_\_\_\_\_  
Signature – Contractor

\_\_\_\_\_  
Date  
505 "C" STREET, BLDG 101  
KEESLER AFB, MS 39534-2223  
228-377-4253

\_\_\_\_\_  
Address & Telephone Number

\_\_\_\_\_  
Date  
206 Kingswood Dr  
Athens, AL 35611  
256\_233-0113  
Address & Telephone Number  
SSAN\_419-15-1910\_\_\_\_\_

**PRIVACY ACT STATEMENT**

**AUTHORITY:** 10 U.S.C 8012; 44 U.S.C. 3101; EO9397

**PRINCIPAL PURPOSE:** To identify and locate the Contractor.

**ROUTINE USES:** Records from this system of records may be disclosed for any of the blanket routing uses published by the Air Force.

**DISCLOSURE IS VOLUNTARY:** However, without this information the contract will not be executed.

**APPENDIX A**

**SCHEDULE OF PERFORMERS**

**Contract No** \_\_\_\_\_

Name of Act(s) Coast Entertainment

Individual(s) Name(s)

1. Brad Davis

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

I hereby certify that the information on this Appendix A is complete and correct to the best of my knowledge and belief

CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE:** SSAN'S required when entertainment personnel will use AMC flights

**APPENDIX B**

**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

The Contractor represents that :

(a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this contract, the clause originally contained in section 310 Executive Order No. 10925, or the clause contained in section 201 of Executive Order No.1114;

(b) It has, has not, filed all required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

NOTE: The above certification and the Equal Opportunity Clause in the General Provisions are not applicable to contracts of \$10,000 or less, and to work performed outside the United States and District of Columbia by Contractor employees who were not recruited within the United States and District of Columbia.