

# Contract

For

## DJ Sound Productions & Entertainment

**1. Parties:** This agreement is between: \_\_\_\_\_ ("Purchaser") and DJ Sound Productions & Entertainment for Entertainment services of one (1) ("DJ") as described below.

**2. Event:**

Event type: \_\_\_\_\_ Contract Type: \_\_\_\_\_ Location ("venue"): \_\_\_\_\_

Date of event: \_\_\_\_\_ Contract Length: \_\_\_\_\_ Building/room: \_\_\_\_\_

Start Time: \_\_\_\_\_ Address: \_\_\_\_\_

End Time: \_\_\_\_\_ C/S/Z: \_\_\_\_\_

(For changes in time, please refer to section 5b.)

Contact person: \_\_\_\_\_

Extra Options:

Contact person Email & Phone:

**3. DJ Sound Productions & Entertainment Responsibilities:**

Purchaser shall at all times have complete control, direction, and supervision of performance. Purchaser expressly reserves the right to control the manner, means, and details of performance within reason. A written event/music planner or music request list may be received by DJ Sound Productions & Entertainment seven (7) days prior to the date of performance in order to be included in the programming guidelines. With or without the aid of an event/music planner or music request list, DJ shall attempt to play Purchaser and Purchaser's guests' music requests, but shall not be held responsible if certain selections are unavailable. DJ Sound Productions & Entertainment will make an extra effort to have music requests available if they are received by DJ Sound Productions & Entertainment via email or online planner at least two weeks prior to performance. Changes to the song lists can be made after the 10-day deadline, but DJ Sound Productions does not guarantee the changes. DJ Sound Productions reserves the right to not include songs that aren't age/school appropriate as we see fit.

**4. Purchaser Responsibilities:**

4a. Setup/take down. Purchaser will make venue available to DJ for at least 3 hours before the start time, for setup of the equipment and materials. Purchaser will make venue or location available to DJ for at least 60 minutes after the end time, for takedown of the equipment and materials.

4b. Access. If possible, Purchaser will provide elevator or ramp access between the parking/service entrance and the setup area. If that is not possible, Purchaser is responsible for the notification to DJ sound Productions about alternative access. DJ SoundProductions & Entertainment is not responsible for creating, making, altering the establishment in any way to get his equipment into thebuilding or property. Purchaser is responsible for the notification to DJ Sound Productions of any unusual circumstances pertaining to access into the venue or location. Failed notification of unusual circumstances may lead to delayed set up or start times, additional charges, and Purchaser will not hold DJ Sound Productions responsible for delayed setup or start times due to limited access. Limited access will not singly prevent DJ Sound Productions from performance cancellation.

4c. Requirements of venue or establishment. Purchaser will provide DJ Sound Productions & Entertainment with an appropriate working environment. This includes but is not limited to: a standard 120-volt grounded 3-prong outlet with at least 15 amps available, from a reliable power source within 25 feet of the set-up area; a facility that completely covers and protects DJ Sound Productions & Entertainment'sequipment and materials from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); crowd control if warranted; and directions to venue, free parking, and free admittance into the venue. A proper table with décor is required for the DJ to match event style unless otherwise informed by DJ Sound that a table isn't needed. A 6ft - 8ft table is required. Purchaser is responsible for all venue policies, agreements, & guidelines (also reference section 4c & 4f.).

4d. Damage to property. Purchaser will take reasonable steps to protect DJ Sound Productions & Entertainment's equipment, materials, and personnel during performance, setup and takedown. Any damages incurred due to lack of reasonable protection on Purchaser's part (except in the case of gross negligence or willful malfeasance by the DJ) will be payable by Purchaser to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment.

4e. Purchaser is responsible for all charges & policies imposed by venue. These charges may include, but are not limited to, parking, use of electric power, elevators, fire marshal, security, and the time before and after Performance used by DJ Sound Productions & Entertainment for setting up and taking down equipment. DJ Sound does not sign "agreements" (or the likewise) of venue policies after signing our contract.

4f. Venue or property requirements. Venue and or property requirements MUST be presented before any contract is signed, otherwise, DJ Sound can NOT be held responsible. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays that occur because

of failure to comply with this provision unless contract is signed by the venue and/or DJ Sound hired by the venue. DJ Sound Productions & Entertainment cannot guarantee venue or facilities electrical condition or performance (i.e. Bad wiring, improper circuitry, improper electrical connections). DJ Sound Productions guarantees our own equipment performance.

#### 5. Time and Payment: 5a.

The total amount for the ("Event Fee") is \$\_\_\_\_\_. Purchaser/Schools are not required to pay a reservation fee. The Purchaser shall pay DJ Sound Productions & Entertainment any balance due no later than the start time of the event. DJ Sound accepts Credit cards, checks, and cash. Credit card payment must be made via your online account with us and must be made by midnight the day before the event. If the DJ is required to take a CC payment on the day of, a \$20 convenience fee will apply. If payment is not received by check, debit/credit card, or cash set forth by the guidelines above, may result in delayed start times and or no performance in some cases. At that time, the DJ will decide when and if to start with the performance. The Purchaser will not hold the DJ or DJ Sound Productions responsible if no performance is started due to nonpayment in the guide lines listed above. No "credits" or "extra time to pay" will be accepted if not arranged in writing to and from DJ Sound Productions & Entertainment no later than 10 days prior to the event date. Schools with a multiple event contract or multi-year contract are NOT subject to these guidelines above. For multi-year/event contracts, DJ Sound will bill the school/Purchaser and will be given 30 days after invoice date to make payment via credit card or check.

5b. Start & Stop times. Event fee applies only to a guaranteed start time as specified above thru hours chosen. If a different stop time or extended play is requested over the hours specified above, Purchaser and DJ Sound Productions & Entertainment may mutually agree to extend the performance beyond the time specified above provided the event DJ and the purchaser both agree on a final end time. DJ is not required to continue play after the specified hours above, and will do so only on their own discretion. Purchaser is required to pay the DJ for the extra overtime no more than \$99/Half hour as the DJ is only paid by DJ Sound Productions for hours specified above. A check, cash, or credit card (CC convenience fee for overtime is \$5) Overtime must be cleared through the venue's manager (if not at the school) or authorized personnel prior to the extended playing times. This must be arranged by the Purchaser ½ hour before the scheduled end time of the event. If all is agreed to extend the time, DJ shall continue playing at his/her discretion and may stop for any reason with notice to the Purchaser prior to the time stopped. All provisions of this agreement shall continue to apply during any such extension of Performance.

5c. In the event of non-payment or incomplete payment for term contracts, DJ Sound Productions & Entertainment retains the right to attempt collection through the court system at any time. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Sound Productions & Entertainment. Purchaser shall be charged \$99 for each bad check, in addition to a \$35.00 service charge for each collection notice (this includes email notices) When billing, payment is due 30 days from invoice date. A \$50 late fee may be applied if payment is not received within 30 days of invoice date. ALL late payments MUST be made via our web site unless otherwise agreed to by DJ Sound Productions. If payment is more than 30 days late, DJ Sound will use the option to collect in court including additional charges. You agree to all charges imposed for collection efforts including (but not limited to) personell time, processing fees, collection fees, attorney fees, etc. If Purchaser contests a credit card purchase, all fees will be paid by Purchaser.

#### 6. Termination:

6a. This agreement cannot be canceled except by mutual written consent of both Purchaser and DJ Sound Productions & Entertainment. If cancellation is initiated by the Purchaser in writing and agreed to by DJ Sound Productions & Entertainment in writing from the date contract was signed up to 90 days before the event date, Purchaser will be required to pay 1/2 the remainder of the Event fee. If Purchaser cancels between the 90-day period and the event date, Purchaser will be required to pay the remainder of the Event fee. Otherwise, Purchaser shall be obligated to make full payment of the total Performance fee as described in section5a. Termination fees are due 10 days after notice.

6b. Date termination or switching of dates. If Purchaser chooses to switch their event date, the new date is subject to availability. Purchaser will not hold DJ Sound Productions responsible for dates already contracted with another Purchaser for the new date. If the new date has a higher pricing difference at the time of switch request, Purchaser will be responsible to pay the difference in Event fees. If a new date request is NOT available, and purchaser does not choose an available date with DJ Sound, section 6a (Termination) is in effect. If an event date is moved within 90 days of the original event date, and is available, Purchaser is responsible to pay a \$300 fee in addition to the Event fee for lost event placement of that date. Fee is due immediately upon acceptance of the new date before the new date is reserved. Failure to pay the fee will result in cancellation (6a) of this contract. All provisions of this contract are in full effect for the new date.

6c. This agreement shall be excused by detention of DJ by extreme sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond DJ's control. If any other circumstances arise, DJ Sound Productions & Entertainment will make all reasonable efforts to find a replacement DJ at the agreed-upon fees. Should DJ Sound Productions & Entertainment be unable to procure such a DJ, Purchaser shall receive a full and prompt refund of all fees paid. Purchaser agrees that under all circumstances, DJ Sound Productions & Entertainment's liability shall be exclusively limited to an amount not to exceed the total Event Fee, and that DJ Sound Productions & Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

#### 7. Miscellaneous:

7a. Purchaser may not transfer this contract to another party without the prior written consent of DJ Sound Productions & Entertainment.

7b. This agreement is not binding until received and signed by DJ Sound Productions & Entertainment along with the correct amount for thereservation fee (if any). Any changes must be written and signed by both Purchaser and DJ Sound Productions & Entertainment. Oral agreements are non-binding.

7c. DJ Sound Productions & Entertainment reserves the right to make an addendum as necessary for any changes of contract or in addition to. Both Purchaser & DJ Sound must agree to any changes. We reserve the right to cancel without penalty if no agreement is reached. Upon signing our contract, if no future changes are needed, DJ Sound guarantees pricing, equipment performance, and company policy.

7d. SECURITY: Purchaser agrees to provide DJ Sound Productions a safe working environment. In the event of circumstances deemed by DJ to present a threat or implied threat of injury or harm to DJ or any equipment or materials in DJ's possession, DJ reserves the right to cease performance. If Purchaser is able to resolve the threatening situation quickly (10 minutes maximum) and to DJ's satisfaction, DJ shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. DJ reserves the right to deny anyone access to the equipment and materials provided by DJ Sound Productions & Entertainment verbally or written.

SECURITY requirements are as follows unless otherwise agreed to by DJ Sound and Purchaser: 1- 200 Students (1 school official/chaperone in the dance room at all times) 200-350 students (2 school officials or chaperones in the dance room at all times) 351-600 Students (1 school Official/chaperone within 20 feet of DJ area) 601-800 students (2 school officials or chaperones within 20 feet of the DJ). 800 - 1000 students (one off duty officer or school liaison officer present at dance area & 2 school officials or chaperones with the DJ at all times) 1000+students (1 officer & one school official with the DJ at all times). If the DJ is on a raised platform/stage (2.5 feet or higher), only 1 school official is required near the DJ area beginning at 250 students to 800. 801+ and an officer must be present in the dance area and 2 school officials within 20 feet of the DJ area.

7e. Purchaser agrees to defend, indemnify, assume liability for, and hold DJ Sound Productions & Entertainment harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains or results directly or indirectly to performance.

Agreed by Purchaser and/or legal guardian if under 18:

Purchaser Signature: \_\_\_\_\_  
(legal Guardian if under 18)

Date: \_\_\_\_\_

Please print:

\_\_\_\_\_  
Cust. Name:

\_\_\_\_\_  
Cust. Address:

\_\_\_\_\_  
Cust. City/State/Zip

\_\_\_\_\_  
Cust. Phone(s)

**Typing in your full name is the same as signing the form by hand. If under the age of 18, form MUST be printed, filled out by a parent/guardian, signed by them, and mailed unless contract is filled out online by them.**

If there is an additional Billing address or address other than a venue, or individuals address listed on the left, please list it here.

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_

Type of Address \_\_\_\_\_

Agreed by DJ Sound Productions & Entertainment:

DJ Sound Productions & Entertainment

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please List your email address(es)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

For: DJ Sound Productions & Entertainment  
13740-231 Ave NW  
Elk River, MN 55330  
(763) 438-7146  
DJProductionsENT@aol.com

Please print this contract for your records.  
A copy can be sent to you upon request.