

Boulder & Tumble Music DJ Service - Contract For DJ Services

AGREEMENT made this _____ day of _____, 20____, by and between:

hereinafter referred to as the 'Client', and Boulder & Tumble Music DJ Service, hereinafter referred to as the 'DJ'.

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Client hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____ (Contact Person): _____

2. DJ hereby agrees to provide a DJ Service for the Client at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. DJ hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date and time(s) of the engagement:

Date: _____ Scheduled Start Time: _____ AM / PM Scheduled Finish Time: _____ AM / PM

6. The Client, in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

The 'Performance Fee' for the time frame outlined above and is considered "Wage agreed upon". Any *additional performance time fees will be added to remaining balance due at completion of services.

\$ _____

Total amount of additional services (see "Special Provisions & Additional Services" section for details).

\$ _____

Grand total due for DJ and misc. services based on event timeframe indicated above.

(*additional performance time fees beyond originally scheduled event timeframe are not included in this original agreement and only added to any remaining fees due at completion of event).

\$ _____

The deposit is ½ of the above total and due 15 days from the agreement date stated above with the remaining balance, plus any additional fees, at the completion of services.

Deposit: \$ _____

*Services requested that exceed the time frame outlined above will be charged at the rate of \$50.00 per ½ hour, payable in full no later than upon completion of services. In rare cases, it may not be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Terms and Conditions:

Appearance

The agreement of the DJ to perform is subject to proven detention by serious illness, accidents, riots, strikes, epidemics, acts of God, acts of war, or any other legitimate conditions beyond the DJ's control. If such circumstances arise, all reasonable efforts will be made by DJ to find replacement entertainment up to the agreed upon fees. Any additional cost based on a different price for the replacement DJ will be the client's responsibility. Should DJ be unable to procure a replacement, DJ is liable only for the amount retained as a deposit and incremental payments (if any) totaling all funds in possession by the DJ at the time of the occurrence, but not to exceed the total cost of the DJ performance fee. Client agrees that in all circumstances, DJ liability shall be exclusively limited to an amount no greater than the DJ performance fee and that DJ shall not be liable for indirect or consequential damages arising from any breach of contract.

Deposits/Payments

All deposits/payments are non-refundable and non-returnable unless specified in this agreement.

Postponements

In the event that the client postpones the event, after a deposit/payments have been made, but 120 calendar days or more prior to the originally scheduled event date, any deposit/payments will be applied to a newly scheduled event to be held within 1 year from the originally scheduled event date and is subject to availability of the newly requested date. The new event will be subject to new pricing, if any, in effect at the time of the newly scheduled event date. If the event is postponed between 119 calendar days and 60 calendar days prior to the originally scheduled date, 50% of the deposit/payments in the DJ's possession will be applied to a future date following the specifications previously listed. If the event is postponed between 59 days and 30 days prior to the originally scheduled date, 10% of the deposit/payments in the DJ's possession will be applied to a future date following the specifications previously listed. If the event is postponed within 29 days or less prior to the originally scheduled date, 0% of the deposit/payments will be applied to a future date and is effectively considered a 'Cancelled' event (see 'Cancellations' below).

Cancellations

Deposit/payments in DJ's possession for cancelled events are forfeited and are non-refundable. In the event that the event is cancelled, it will be considered a "breach of contract". The Client and DJ agree that this contract is not subject to a "no penalty no fee" cancellation unless both parties have agreed to such cancellation in writing. In the event the Client breaches the contract, the client shall pay the DJ the full amount set forth above as "Wage agreed upon" as liquidated damages, plus a reasonable attorney's fee if legal proceedings are required to begin collection of said damages.

Rebroadcast

No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with DJ relating to and permitting such recording, reproduction, or transmission, for commercial purposes of any kind. Pictures and videotape of the event are permitted for the private use of the Client and event guests only.

Liability/Damages

It is hereby further agreed; that the Client shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises during said event, if damage is caused by Client or guest, members of his/her organization, event attendees, employees, or any other party in attendance, whether invited or not.

Inclement Weather

It is understood that if this is an outdoor "Rain or Shine" event, DJ compensation is in no way lessened or reduced by inclement weather. For outdoor performances, Client shall provide overhead shelter for the DJ, which will offer proper protection from the elements, for setup and performance areas unless otherwise agreed upon. The DJ reserves the right, in good faith, to stop, cancel, or postpone the performance should the weather pose a potential danger to himself, the DJ equipment, or audience. Every effort will be made to continue the performance once the danger has passed (if possible). However, safety is paramount in all decisions. The DJ's compensation will not be negatively affected by such cancellation or delay. In the event that additional time is needed to complete the event, then the Client will be liable for the additional charge for the additional time requested. If the Client is unable, or unwilling to incur the additional charge, then the event will conclude at the original scheduled finish time (as stated in this agreement); regardless of whether or not the Client's scheduled program of activities was completed or not, and the Client will be liable for the balance due for the event should there have been no cancellation or delay incurred.

Security

In the event of circumstances deemed to present a threat or implied threat of injury or harm to DJ, DJ staff (if any), or any equipment in DJ possession, as well as guests, event staff, or bystanders, including any other unsafe circumstances or situations not mentioned here, the DJ reserves the right to cease performance until the threat or danger has been eliminated. If the Client is able to resolve the situation in a reasonable amount of time (maximum of 15 minutes), DJ shall resume performance in accordance with the original terms of this agreement with no additional charges to the client for the additional 15 minutes needed to complete the event program. If the situation can not be resolved in a reasonable amount of time (more than 15 minutes), then Client shall be responsible for payment under the original terms of this agreement PLUS any additional time requested by the Client in order to complete the planned activities outlined in this agreement. If the threat or situation presents itself a second time, then DJ reserves the right to cease all DJ activities and officially end participation in the event. Client WILL be responsible for additional time requested to accommodate second delay. Client shall ultimately be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment, for any reason whatsoever. Client shall provide, and is responsible for, crowd control and/or security as deemed necessary.

I have read, understand, and agree to the terms and conditions listed above.

Client Initials _____

Specifications & Environmental Considerations:

Floor Location

Client shall provide DJ with safe and appropriate working conditions. This includes a 6-foot by 12-foot area (minimum) (or reasonable equivalent dimensions) for setup, speakers/speaker stands, lighting/lighting stands, and misc. equipment required to carry out performance. For outdoor performances, a level area is required that must be stable, dry, and free of uneven terrain. It must also be located in such a way that if rain or other inclement weather should arise, runoff will not drain into the area set aside for the DJ and DJ equipment.

Electrical

DJ requires a minimum of one 15 to 20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area to complete basic functions (music only). This circuit must be free of all other connected loads (cookers, warmers, and other high-amperage and/or high-wattage devices not immediately noted or visually seen). Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the Client. Two circuits are preferred, where possible, to separate sound equipment from lighting devices. In the event of a power disruption, DJ will attempt to continue the performance by whatever means are available to the DJ at the time (i.e. running extension cords to available outlets with power, etc.), but cannot guarantee success in restarting the performance due to conditions beyond the control of the DJ (facility-wide loss of power, etc.). Please ask the facility owner for electrical specifications if you are not sure.

Directions

Client will furnish directions to event venue if location is not easily mapped using standard travel maps and/or electronic mapping software. Normally, DJ will use available mapping tools to plot travel to event location (i.e. paper maps, Internet, etc.)

Service Fees

Client is responsible for paying any charges imposed by the venue on the DJ service in the course of performing at the event. These charges may include, but are not limited to, parking, use of electric power, item rental, etc.

Song Selection

The Client shall have reasonable control over the direction of the musical selections performed by the DJ at this engagement. However, the DJ reserves the right to have final determination over all musical selections played with consideration to all guests in attendance. A written event/music planner and/or music request list must be received from the Client and forwarded to the DJ no later than 30 days prior to the date of the event for it to be included in DJ programming guidelines. With or without the aid of an event/music planner and/or music request list, DJ shall attempt to play Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ will make every effort to have music requests available if they are received IN WRITING no less than 30 days prior to the event. DJ shall use reasonable and professional judgment in the type of music played in relation to the type of event taking place. At no time will the DJ play, or be expected to play, any music supplied during the event that is 'homemade' in nature. *Mix tapes or CD's not previously screened by the DJ prior to the event are not allowed.* Commercially available music that has been professionally produced and manufactured may be allowed only if it is possible to properly preview the chosen musical selections and will be considered on a case-by-case basis. In extreme circumstances, DJ ultimately reserves the right to refuse to play any music provided during the event, regardless of the format.

Guest Considerations

If you plan on a cocktail hour or other activity before the official start of the main event, which is in the proximity of, or in the same room as, the main event, please be aware that unloading and set up of DJ equipment will be taking place which could interfere with guest comfort during this time. The room and area where the DJ is to set up should be easily accessible during this time. If this is not possible, then consideration will need to be given to possibly having the DJ set up well in advance of the official event start time. Please keep in mind that this will result in additional charges. (usually will be listed in the 'Additional Costs, Wages & Fees' section)

Overall DJ Lighting

DJ lighting is for entertainment purposes and illuminating the dance area with mood lighting. DJ is not responsible for supplying security lighting for any reason under any circumstances. Up-lighting can add additional overall lighting to the room but will not be redirected in such a way as to alter their original positioning for the purposes of security lighting. DJ is not responsible for safety lighting (if needed) on the dance floor during times when mood lighting is not in service.

Special Effect Lighting

High-speed flashing lights are often used during an event. Client is responsible for informing guests who may possibly have an existing medical or physical condition that would be adversely affected by the use of these lights. DJ is not responsible for the affect that strobe lights may have on attendees or workers at the event that the DJ was not made aware of prior to the start of the event. Please note this in the Notes section of the 'Special Provisions & Additional Services Requested' page.

Fog/Bubbles

Proper conditions **must** exist for the use of fog effect and/or bubble machine. These conditions include, but are not limited to, outdoor events, events in very large venues, events where carpeting or other high-traction flooring for the dance area is used, events where excellent ventilation exists, and by explicit permission from the venue itself. Please check with venue as these effects may not be allowed. The DJ reserves the right of final determination.

I have read, understand, and agree to the Specifications & Environmental Considerations listed above.

Client Initials _____

Additional Costs, Wages & Fees

Non-payment

In the event of non-payment, DJ retains the right to attempt collection through the court system. Client will be held responsible for all court fees, legal fees, collection costs, and related expenses incurred by the DJ. Client shall be charged \$30 for each bounced check instance plus a \$20 service charge for each collection notice.

Setup/Teardown

This agreement states that DJ will be ready to perform at the start time of the engagement. No guarantee is made as to DJ time of arrival. However, DJ requests that they be allowed a **minimum of 60 minutes immediately before the start of the engagement and a minimum of 60 minutes immediately after the end of the engagement** for setup and teardown. DJ is not responsible for starting late should the room not be available as requested and is not liable for compensating the Client should the Client request a discount or refund for the amount of time that accumulated by a late start due to the room not being available as requested. DJ also requests reasonably easy access to the setup area if available. If the venue requires setup or teardown in less time, or if equipment must be carried up more than 6 stairs, requires lifting beyond normal & reasonable range of human motion, requires lifting onto an elevated stage, platform, or landing to reach the setup area and proper lifting equipment is not present, then an additional \$100.00 labor fee will be assessed at that time. If Client or venue requires DJ to complete setup more than 60 minutes before the start time, or to postpone teardown for more than 60 minutes after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour (billed in half-hour increments) for every half-hour beyond the stated 60 minute setup/teardown times and will be charged to the Client.

Travel

Events within a 60 mile radius of Canandaigua, NY (14424) will not be assessed a travel charge. Services requiring travel outside of this area will be charged \$30.00 extra for venues 61 to 100 miles away, and \$75.00 for venues 101 to 150 miles away. Travel fee for events in excess of 200 miles away will be charged \$1.00 per mile for the total number of miles driven one way to reach venue (i.e. 250 miles = \$250.00).

I have read, understand, and agree to the Additional Costs, Wages & Fees listed above.

Client Initials _____

Boulder & Tumble Music
DJ Service

Special Provisions & Additional Services Requested

The services and features listed below are available for additional fees.

Circle as needed:

Memory Slideshow
\$99-\$379

Wedding Website
see BTM site

Karaoke Add-on
\$199.00

Up Lighting
\$249.00

Projector Rental
\$50.00

Super Lighting
\$399.00

Details / Notes:



By executing this contract as the Client, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age or older, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she, or their guardians, personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of New York shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in Ontario County, in the State of New York.

Client agrees to defend, indemnify, assume liability for and hold DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DJ performance. In the event that a civil action arises between the DJ and client, in an effort by the DJ to enforce any provision of this agreement, and the client is directed by the court to abide by this agreement as it is written, the client shall pay the attorney's fee and court costs, direct or indirect, of the DJ.

Client may not transfer this contract to another party without the prior written consent of the DJ. This agreement is not binding until signed by both the Client and DJ, and the DJ has received it. Any changes must be written and signed by both the Client and DJ. Oral agreements are non-binding. If any clause in this agreement is found to be unenforceable, the rest of the agreement shall remain in force.

DJ may elect not to exercise their rights as specified in this agreement. By doing so, DJ does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Client(s):

Signature(s) _____

Printed Name(s) _____

Street Address: _____

Daytime Phone: _____

Evening Phone: _____

DJ:

Michael Fullerton, Owner/DJ

Date: _____

Fully Insured Member

