



Event Contract for Services Rendered

AGREEMENT made this _____ day of _____, **2019**, by and between _____, hereinafter referred to as the Purchaser, and Danse Forté Entertainment, hereinafter referred to as DFE.

WITNESSETH

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

1. The Purchaser agrees they have engaged DFE to provide DJ Service at the following Event Location on the specified date(s) and time(s) of the engagement:

Venue: _____ Address: _____ Phone #: _____
Date(s): _____
Start Time(s): _____ Finish Time(s): _____ Total Hours: _____

2. DFE hereby agrees to provide DJ Service for the Purchaser at the above-mentioned location, on the specified date(s) and time(s).

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format, in addition to MC services.

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

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

- The Performance Fee is _____ for the time frame outlined above.
- A non-refundable reservation fee of _____, is required upon contract signing to secure the services of DFE for this engagement. This amount shall be applied toward the Performance Fee.
- The remaining payment of _____ is due on or before _____, one week prior to engagement.

- Payment may be made via Cash, Check or Venmo
 - Make checks payable to **Josef Schein**
 - Mail checks to **Danse Forté Entertainment 19453 Plummer St. Northridge, California 91324**
 - Make Venmo payments to **@josefschein**
 - Make Zelle payments to **payments@danseforte.com**

Services requested that exceed the time frame will be charged at the rate of _____ per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials _____

Danse Forté Entertainment _____

818.564.1674

danseforte.com

events@danseforte.com

Additional Terms and Conditions

1. By executing this contract as Purchaser, 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, 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 personally accepts and assumes full responsibility and liability under the terms of this contract.
2. The purchaser and DFE agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing.
 - a. In the event the Purchaser breaches the contract, he or she shall pay DFE the amount set forth above as Performance Fee as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee as applicable.
 - b. All retainers, deposits, and payments are nonrefundable unless DFE cancels the engagement.
3. It is understood that this is a "Rain or Shine" event, in which case DFE's compensation is in no way affected by inclement weather.
 - a. For outdoor performances, the Purchaser shall provide overhead shelter for setup area.
 - b. DFE reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to personnel, the equipment, or the audience. Should weather pose a potential danger, keeping in mind that safety is paramount in all decisions, every effort will be made to continue the performance. DFE's compensation will not be affected by such cancellation.
4. The agreement of DFE to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.
 - a. If such circumstances arise, all reasonable efforts will be made by DFE to find replacement entertainment at the agreed-upon fees.
 - b. Should DFE be unable to procure a replacement, Purchaser shall receive a full refund.
 - c. Purchaser agrees that in all circumstances, DFE liability shall be exclusively limited to an amount equal to the performance fee and that Danse Forté Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.
5. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to DFE performers, or property of DFE, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.
 - a. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DFE reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
6. In the event of circumstances deemed to present a threat or implied threat of injury or harm to DFE staff or any equipment in DFE possession, DFE reserves the right to cease performance.
 - a. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 1 hour), DFE shall resume performance in accordance with the original terms of this agreement.
 - b. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DFE resumes performance.

Purchaser Initials _____

Danse Forté Entertainment _____

7. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).
8. Pictures and videotape of the event recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, are permitted for the private use of the contracting party only. All non-private use of said recording, reproduction, or transmission must have a specific written agreement with DFE relating to and permitting such recording, reproduction, or transmission.
9. Purchaser shall provide DFE with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. DFE requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DFE's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on separate circuits for lighting (if contracted for) are required.
10. The Purchaser shall at all times have complete control, direction and supervision of the performance of DFE at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of DFE.
 - a. A written event/music planner or music request list must be received from the Purchaser and forwarded to DFE at least two weeks prior to the date of the engagement for it to be included in DFE programming guidelines.
 - b. With or without the aid of an event/music planner or music request list, DFE shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable.
 - c. DFE will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.
11. In the event of non-payment, DFE retains the right to attempt collection through the courts.
 - a. The purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DFE.
 - b. Purchaser shall be charged \$35 for each bounced check plus a \$15.00 service charge for each collection notice.
12. This agreement guarantees that DFE will be ready to perform at the start time of the engagement.
 - a. No guarantee is made as to DFE's time of arrival; however, DFE requests that they be permitted no less than *90 minutes* before the engagement for setup and no less than *60 minutes* after the engagement for teardown.
 - b. DFE also requests ramp or elevator access between the parking/service entrance and the setup area (As needed)
 - c. If the venue requires setup or takedown in less time, or if the equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor may be charged at the rate of *\$150.00*.
 - d. If Purchaser or venue requires DFE to complete set up more than two hours before the start time, or to postpone takedown more than an hour after the end time indicated, the additional time will be charged at the rate of *\$75.00* per half-hour.

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13. Engagements within Los Angeles County will not be assessed a travel charge. Services requiring travel outside Los Angeles County may be charged at \$0.54 per mile.
14. The purchaser will provide accommodations, for DFE personnel, for an overnight stay in a local hotel/motel, for all engagements in excess of 250 miles (one way) from the DFE office.
15. 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 to both parties. 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.
16. The laws of the State of California shall govern this agreement. In the event of a suit involving or relating to this agreement, Purchaser agrees that the venue will be in Los Angeles County.
17. Purchaser agrees to defend, indemnify, assume liability for and hold DFE harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DFE's performance.
18. Attorney Fees. In the event of any action arising out of or relating to this agreement, Purchaser shall bear all expenses, including reasonable attorneys fees, incurred in connection with such action.
19. Purchaser may not transfer this contract to another party without the prior written consent of DFE. This agreement is not binding until signed by both Purchaser and DFE management has received it. Any changes must be written and signed by both the Purchaser and DFE management. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
20. DFE may elect not to exercise their rights as specified in this agreement. By doing so, DFE does not waive its right to exercise those options at a future date.

Special Provisions & Additional Services Requested

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

Purchaser:

Printed Name _____ Signature _____

Street Address: _____

Daytime Phone: _____ Evening Phone: _____

Danse Forté Entertainment: