

# Absolute Entertainment Professional DJ Service

620 Black Angus Drive  
Garner, NC 27529  
(919) 232-1839  
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**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
By and between \_\_\_\_\_, hereinafter referred to as the Client,  
and Rick Barefoot, 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 services for the following event:

Client's Name: \_\_\_\_\_

Client's Address: \_\_\_\_\_

Client's Phone #: (H) \_\_\_\_\_ (C) \_\_\_\_\_

Client's Email: \_\_\_\_\_

Backup Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Event Type: \_\_\_\_\_

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

Event Location: \_\_\_\_\_

Event Address: \_\_\_\_\_

Event Contact #: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ (AM) (PM) Event End Time: \_\_\_\_\_ (AM) (PM)

**\*\* If services needed beyond the agreed upon times, \$50.00 per half hour will be added to the Performance fee \*\***

Date: \_\_\_\_\_ Client's Initials: \_\_\_\_\_ DJ's Initials: \_\_\_\_\_

**2. Client hereby agrees to ensure that:**

- ❖ DJ is provided with a sturdy, covered table at least 4' long, within 10' of the dance floor and within 25' of 2 circuits with 3 prong electrical outlets.
- ❖ The place of engagement is open and available to the DJ at least two (2) hours before the scheduled starting time
- ❖ The place of engagement meets all state and federal safety regulations
- ❖ For all outdoor performances, *unless waived by the DJ*, a tent or similar overhead protective covering must be provided to prevent damage to the DJ's equipment in the event of adverse weather conditions
- ❖ Reasonable steps will be taken to protect the DJ and his equipment from any type of abuse, theft or damage resulting from this booking. In the unlikely event of circumstances deemed by the DJ to present a real or implied threat of harm to the DJ's equipment, music or person, the DJ reserves the right to cease performance until the Client has resolved the threatening situation
- ❖ The DJ reserves the right to deny any guest access to the DJ's music and/or equipment.
- ❖ The DJ may print or publish any photos, videos or written recommendations for promotional purposes only ( Initial for Opt Out \_\_\_\_\_)

**3. The DJ hereby agrees to ensure that:**

- ❖ He will comply with all federal, state, and local laws and ordinances.
- ❖ He will cease performance immediately upon direction of law enforcement authorities or authorized venue personnel.
- ❖ He will remove all personal equipment and property from the performance site within one (1) hour following the end of the performance or such reasonable time agreed by the parties.

**4: The Client in consideration of the Services provided agrees to pay the following:**

DJ Services:	_____	Make checks payable to <b><u>Rick Barefoot</u></b>
Booking Deposit:	-\$100.00	\$50.00 Returned check service charge plus applicable bank service fees
	<b>** Non-Refundable **</b>	
Balance Due:	_____	<b>** Gratuities are appreciated but not expected **</b>

**\*\* Final payment is due by the agreed upon event end time (shown above) \*\***

**CANCELLATION:** This Agreement cannot be altered or changed unless agreed to in writing by both parties, client and DJ. If Client initiates cancellation less than 90 days prior to the event, then Client is responsible for the total balance due OR may forfeit deposit only by immediately signing a new Contract with deposit for a substitute engagement performed in the following six months. Subject to availability.

- ❖ In the event the DJ becomes unable to provide his services due to complications beyond his control (i.e.: accidents, sickness, acts of God), a reputable replacement shall be provided at no more than the original agreed upon price. Should a replacement not be found, client will receive a complete refund.
- ❖ In the unlikely event that the DJ is delayed and the event does not start on time or time is lost due to equipment malfunction, the client will be refunded the pro-rated amount for the time lost.
- ❖ Client agrees that in all circumstances, the DJ's liability will be limited to the performance fee and that the DJ cannot be held responsible for any indirect or consequential damages.
- ❖ Events cancelled due to inclement weather (i.e.: snow, flood, hurricane), where travel for guests would be dangerous, may be rescheduled without penalty. Subject to availability.
- ❖ Outdoor ceremony and receptions must have an indoor backup plan. These events may not be pro-rated for lost time or cancellation due to inclement weather.

**Date:** \_\_\_\_\_ **Client's Initials:** \_\_\_\_\_ **DJ's Initials:** \_\_\_\_\_

**TO CONFIRM THIS AGREEMENT: (1) SIGN ONE OF THE TWO AGREEMENTS** (must be 18 yrs. or older). RETURN ONE SIGNED COPY TO DJ. Retain the second copy for your records. **(2) THE DEPOSIT MUST BE RECEIVED WITH THE SIGNED CONTRACT TO GUARENTEE SERVICES FOR YOUR EVENT. (3) The Client agrees that this contract shall be governed by the laws of North Carolina.** In the event of a suit involving or relating to this agreement, the client agrees that the venue for this suit will be in Johnston County, NC. In the event that legal action is taken by the DJ to enforce this agreement, the client agrees to pay reasonable attorney fees, court cost and interest to the DJ. In the event the client takes legal action against the DJ, the client agrees to pay reasonable attorney fees incurred by the DJ unless the client is awarded a judgment against the DJ.

**PLEASE SIGN BELOW AND RETURN YOUR SIGNED COPY ALONG WITH THE DEPOSIT AMOUNT NOTED ABOVE.** This Agreement supersedes all others for the aforementioned event date and is subject to the laws of the State of North Carolina.

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

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

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

DJ:           Rick Barefoot           Signature: \_\_\_\_\_

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

**SERVICES:**

Ceremony: \_\_\_\_\_

Karaoke: \_\_\_\_\_

Other: \_\_\_\_\_

Reception: \_\_\_\_\_

Lighting: \_\_\_\_\_

Corporate: \_\_\_\_\_

Private: \_\_\_\_\_