



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

# 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: \_\_\_\_\_

Location ("venue"): \_\_\_\_\_

Date of event: \_\_\_\_\_

Building/room \_\_\_\_\_

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

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

End Time: \_\_\_\_\_

C/S/Z: \_\_\_\_\_

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

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

**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 at least two weeks 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 in writing at least two weeks prior to performance or received via email or by filling out the form at: [www.djsoundproductions.com](http://www.djsoundproductions.com) not later than 10 days before the event day. Changes to the song lists can be made after the 10-day deadline, but DJ Sound Productions does not guarantee the changes.

**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, DJ Sound Productions & Entertainment will not charge the Purchaser any "time" or "labor" for delivery of materials. DJ Sound Productions & Entertainment is not responsible for creating, making, altering the establishment in any way to get his equipment into the building 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 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's equipment 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 as the main area unless otherwise agreed to. Purchaser is responsible for all venue policies, agreements, & guidelines (see section 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 may be required to pay a non-refundable Reservation Fee upon signing this agreement. Additional funds paid will be credited. Total **reservation Fee** for your event is \$ \_\_\_\_\_. Event Fee due will be reduced by the paid amount of the Reservation Fee. The total amount **due after paid reservation fee** is \$ \_\_\_\_\_. The Purchaser shall pay DJ Sound Productions & Entertainment any balance due no later than ten (10) days before the event if paying by check. Any payment after the 10 day period must be made by credit/debit card and received no later than by midnight the day before the scheduled event. If payment is not received by check or debit/credit card set forth by the guidelines above, cash is required on the day of the event and due before any performance starts. Failure to notify DJ Sound Productions & Entertainment listed in the time frame above may result in delayed start times and or no performance in extreme cases. At that time, the DJ will decide when and if to start with the performance. The Purchaser will not hold the DJ responsible if no performance is started due to non payment 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.

5b. Start & Stop times. Event fee applies only to a guaranteed start time as specified above thru hours choosen. 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 \$70/Half hour as the DJ is only paid by DJ Sound Productions for hours specified above, and overtime pay for extra playing time is NOT collected by DJ Sound Productions. Overtime must be cleared through the venue's manager 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, 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 \$40 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 immediately upon receipt. A \$40 late fee may be applied if payment is not recieved within 15 days of mailing. ALL late payments MUST be made via our web site unless otherwise agreed to by DJ Sound Productions.

## **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 Event fee (less the amount of the non-refundable reservation fee). Otherwise, Purchaser shall be obligated to make full payment of the total Performance fee as described in section 5a.

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 \$150 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, including the Reservation Fee. 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 the reservation fee (if any). Any changes must be written and signed by both Purchaser and DJ Sound Productions & Entertainment. 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.

7c. DJ Sound Productions & Entertainment may elect not to exercise some rights as specified in this agreement. By doing so, DJ Sound Productions & Entertainment does not waive the right to exercise those rights subsequently (ie, extending payments, changing times, changing locations, a reduction of pricing, but not limited to). We reserve 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 with out 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. 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 (15 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.

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. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay reasonable attorney's fees and court costs of the prevailing party.

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: \_\_\_\_\_  
Luke Blegen, President

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  
Fax: 763-634-2890  
DJProductionsENT@aol.com

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

