

Celebration Entertainment

Disc Jockey Service

588 Palmer Rd. Hedgesville, WV 25427
Tel: (304)-229-6717 Email: Cedj4u@gmail.com

Website: <http://www.cedj4u.com>

Agreement made between Celebration Entertainment and:

Name: _____

Address: _____

Home: _____ Work: _____

E-mail: _____

<u>Services Provided</u>	<u>Price</u>
_____	_____
_____	_____
_____	_____
Tax = 6% _____	_____
Total amount for services:	_____

To provide services for the above client on the date of ___ / ___ / ___ between the hours of _____ to _____ for a _____ to be held at _____ in _____.

Required Deposit of **\$100.00**.

Terms and Conditions of this agreement.

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Celebration Entertainment to find replacement entertainment at the agreed upon fees. Should Celebration Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Celebration Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that Celebration Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled unless the DJ cancels the engagement.

All tips should be paid directly to the Entertainer of your event.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, 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.

It is understood that if this is a "Rain or Shine" event, Celebration Entertainment compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Celebration Entertainment staff or any equipment in Celebration Entertainment possession, Celebration Entertainment reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Celebration Entertainment 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 Celebration Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental

injury to any individual attending this performance, Celebration Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Celebration Entertainment 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. Celebration Entertainment 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 DJ'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. 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, and use of electric power.

In the event of non-payment, Celebration Entertainment retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Celebration Entertainment. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Celebration Entertainment Service will be ready to perform at the start time of the engagement. No guarantee is made as to Celebration Entertainment time of arrival; however, Celebration Entertainment requests that they be permitted 90 minutes before the engagement and 60 minutes after the engagement for setup and takedown. Celebration Entertainment Service also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires Celebration Entertainment to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$25.00 per half-hour.

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.

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.

Purchaser agrees to defend, indemnify, assume liability for and hold Celebration Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Celebration Entertainment Service performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Celebration Entertainment Service. This agreement is not binding until signed by both Purchaser and Celebration Entertainment has received it. Any changes must be written and signed by both the Purchaser and By Request Mobile DJ Service. 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.

Celebration Entertainment Service may elect not to exercise their rights as specified in this agreement. By doing so, Celebration Entertainment Service 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.

Agreed: _____ Date: _____

Celebration Entertainment representative

Agreed: _____ Date: _____

Client signature