

Contract for DJ Service



Made this [date] day of [month], 201[year], by and between [client], hereinafter referred to as the Client, and Crossroads Entertainment Services, LLC, hereinafter referred to as CES.

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 CES to provide DJ and related services to be performed at [location] (venue name and address) as per the terms contained herein.
2. CES hereby agrees to provide a DJ/Music Entertainment Service for the Client.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. CES hereby agrees to skillfully and faithfully render their professional services.
5. **DATE:** The Parties hereby agree that the DJ Service shall be provided and accepted on the following date: [event date].
- 5a. **TIME:** The Parties hereby agree that the length of the package for the engagement shall be [hours of service]. Hours requested in excess of the package length shall be subject to items 6c, 6d and 6e.
- 5b. If the event concludes in less than the contracted number of hours, the Client is still required to make full payment and there will be no refunds.
6. **FEE:** The Client, in consideration of the DJ/Music Entertainment Service to be rendered by CES, and the mutual promises contained herein, hereby agrees to pay to CES the following consideration: [fee] (total fee). Any balance is due **IN FULL** prior to the performance. Optional services included: [options selected]
- 6a. **BOOKING:** The Non-refundable Booking Fee is \$100.00. Additional monies may be deposited and credited to your account.
- 6b. **CANCELLATION:** If a contracted event is cancelled prior to three weeks before the scheduled date, the Client's sole responsibility shall be their booking fee. If the cancellation occurs after three weeks before the scheduled date, the Client shall be responsible for the entire fee in Item "6". The only exceptions to this are provided in Item 14.
- 6c. Fee for additional hours: \$100.00 per hour, due at the time of service if not agreed upon previously.
- 6d. Fee for overtime: \$100.00 per hour, due at the time of service.
- 6e. CES is not guaranteed after contracted time. Additional hours may be purchased only if CES is available for them.
- 6f. Method of payment: _____.
7. The Client agrees to provide sufficient electrical power with 1 outlet on a dedicated circuit within 20 feet of the designated disk jockey's setup location.
8. If the setup location is outside, the Client agrees to provide adequate shelter to protect the equipment and DJs from adverse weather conditions, and a hard surface upon which to set up equipment. The client agrees that the full fee shall be owed even if weather or power conditions delay the start or preclude completion of the event.
9. The DJ will be allowed the easiest and/or closest access to the stage, at least 2 hours prior to the event for setup and at least 1 hour after the event for tear down. The minimum area size needed is 20' x 6' for equipment set-up. The Shadow Dancing option requires a total area of 30' x 10'.
10. The VENUE/(client) is responsible for any ASCAP/BMI/SESAC fees associated with the contracted event (where applicable).
11. The client accepts full liability for all damages to any equipment in the possession of CES that occurs as a result of intentional or unintentional actions, or neglect upon the part of the client or his/her guests, patrons, customers, students, etc.
12. CES will not be held liable for any damage or harm, to property or persons, unless such is caused by gross or wanton negligence on the part of CES.
13. We reserve the right to stop the show if dangerous conditions arise to ensure the safety of CES personnel or equipment.
14. This contract is subject to rescheduling only by proven detention by: death, local catastrophic acts/disaster declarations/emergencies, imminent severe weather, and power outages. No additional fees will be charged if another available date is chosen.
15. In the unlikely event that CES is unable to perform at the event, and a replacement cannot be found, CES will make a full refund of any deposits or payments made by the client. The client agrees that the refund will be the full extent of damages that he/she is entitled to, and no further damages may be sought against CES.
16. CES has the right to print, publish and use any images or sound generated during the course of the event as promotional items such as brochures, photo album displays and web site displays UNLESS initialed by the client here _____. **(Initialing this line prohibits CES from using any media material from the event for promotional purposes.)**
17. If litigation for any item in this contract agreement is necessary for collection, CES shall be entitled to all reasonable attorney fees, court costs, and collection expenses. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Osceola, State of Michigan. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature.

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

Client: _____ (Signature)

CES : _____ (Signature)

Please make remittance to:
Crossroads Entertainment Services, LLC
319 N. Higbee Street
Reed City, MI 49677