

**Audio To-Go DJ Services - Entertainment Contract**

AGREEMENT made today's date \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as the **Purchaser**, and Audio To-Go DJ Services, 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. Dates and Timeframe:**

The Purchaser hereby engages the DJ to provide a DJ Service. The services to be performed at Event are:

- a) Date:**
- b) Timeframe:**
- c) Location:**
- d) Service(s) Provided:**

**2. Performance Fee:**

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

**a) Performance Fee:** \_\_\_\_\_ (if Paid-in-Full at time of Booking, otherwise total is \_\_\_\_\_ if paid in installments)

Payment must be made in full on or before the day of the event. \_\_\_\_\_ (initials of Purchaser)

**(Performance Fee does not include Additionally Selected Options from Page 4)**

**b) Security Deposit:** A non-refundable\* reservation fee of \_\_\_\_\_, is required to secure the services of Audio To-Go DJ Services for the engagement. This amount shall be applied toward the Performance Fee.

\*All deposits are non-refundable **if cancelled within 30 days of the engagement** unless the DJ cancels the Event.

**c) Overtime Rates:** Services requested that exceed the time frame will be charged at the rate of **\$100.00 per hour, (\$50.00 per half-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.

**d) DJ Service:** The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format. Audio To-Go DJ Services hereby agrees to render his professional services and is at all times to have complete control of his program.

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**e)All Packages to include:**

- 1) Sound System
- 2) Lighting Effects (if nighttime event)
- 3) Wired and/or wireless microphone for announcements (at Receptions Only)
- 4) Emcee for announcements to include but not limited to dinner buffet direction, locations of restrooms, smoking areas, emergency exits, games or prize announcements.
- 5) Exclusive Online access to Event Timeline Planner and Music Selection Programs

**3. Working Conditions:**

Purchase shall provide or ensure the following items are available or in place at time of event at Purchaser's expense:

- 1) **Set-up Area:** A 6-foot by 6-foot area for setting up speakers and lighting stands along one side of the dance floor.
- 2) **Power Needs:** 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 and dedicated to the DJ's use only. Two plugs are preferred, where possible. Any delay in the performance or damage to the DJ's equipment due to improper power is the responsibility of the Purchaser.
- 3) **Table/Shirting:** A minimum 6 foot long table with skirting will be provided by Purchaser.
- 4) **Stairs/No Elevator:** If equipment must be carried up/down stairs or lifted onto a stage to reach the setup area, additional labor will be charged at a flat rate of \$50.00.

This agreement guarantees that Audio To-Go DJ Services will be ready to perform at the start time of the engagement. No guarantee is made as to Audio To-Go DJ Services time of arrival; however, Audio To-Go DJ Services requests that they be permitted **120 minutes** before the engagement for set-up and **60 minutes** after the engagement for takedown. Audio To-Go DJ Services 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, any additional labor will be charged at a flat rate of \$50.00.* If Purchaser or venue requires Audio To-Go DJ Services to complete setup more than two-hours before the start time, or to postpone takedown more than one-hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour rounded to the next half-hour.

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**4. Weather Conditions:**

It is understood that if this is a "Rain or Shine" event, Audio To-Go DJ Services compensation is in no way affected by inclement weather.

***For all outdoor performances, Purchaser shall provide overhead shelter for setup area.***

Rain is obviously a problem for equipment and safety, but direct sunlight can overheat equipment and cause a glare making performing difficult. A 10x10 shelter or tent must be placed prior to event setup. 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 cancellations. If DJ must utilize their 10x10 shelter, there will be an additional \$50.00 charge.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Audio To-Go DJ Services staff or any equipment in Audio To-Go DJ Services possession, Audio To-Go DJ Services 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), Audio To-Go DJ Services 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 Audio To-Go DJ Services resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Audio To-Go DJ Services reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

**5. Delays in Performance:**

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 Audio To-Go DJ Services to find replacement entertainment at the agreed upon fees. Should Audio To-Go DJ Services be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Audio To-Go DJ Services liability shall be exclusively limited to an amount equal to the performance fee and that Audio To-Go DJ Services shall not be liable for indirect or consequential damages arising from any breach of contract.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Audio To-Go DJ Services relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

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 "Performance Fee agreed upon" as liquidated damages, 6% interest thereon, plus any attorney's fees.

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**Liability for Damage to Equipment:**

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 an organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

**6. Planning Forms/Timelines:**

The Purchaser shall at all times have complete control, direction and supervision of the performance of Audio To-Go DJ Services at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Audio To-Go DJ Services. A written event/music planner or music request list must be received from the Purchaser and forwarded to Audio To-Go DJ Services **at least two weeks prior** to the date of the engagement for it to be included in Audio To-Go DJ Services programming guidelines.

Audio To-Go's Online Event Planner and Music Selector can also be utilized in lieu of a written program. With or without the aid of an event/music planner or music request list, Audio To-Go DJ Services shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Audio To-Go DJ Services will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

**7. Non-Payment/Return Check Charges:**

In the event of non-payment, Audio To-Go DJ Services 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 Audio To-Go DJ Services. Purchaser shall be charged \$50 for each bounced check plus a \$7.50 service charge for each collection notice.

**8. Travel Charges:**

There is no Travel Charge for events within 60-miles of Portland, OR. Events from 60-120 miles will have a Travel Charge of .59 cents per mile added to quotes. Engagements in excess of 121 miles will require accommodations be made for an overnight stay in a local hotel/motel for Audio To-Go DJ Services are to be provided by Purchaser aside from the Travel and Performance charges. Overnight accommodations must be approved by Audio To-Go DJ Services in advance.

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**Additional Options or Considerations:**

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**Remote Location Ceremony:**

If selected, DJ will provide Remote Ceremony Service to include:

- Ceremony Music
- Wireless Lapel Microphone for the Officiant
- Mobile Battery Powered Sound setup.

This Option will **add \$199.00** to the total Performance Fee stated on Page One. (Unless already Selected)

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**Rehearsal Party:**

If selected, DJ will provide Rehearsal Night Walk-thru of Ceremony Music to include:

- Ceremony Music
- Mobile Battery Powered speaker setup.
- 2-Hours of DJ'd Music & Lighting at Venue (Karaoke is available)

This Option will **add \$149.00** to the total Performance Fee stated on Page One.

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**"Twilight Sky" Dream Cloud & Stars:**

If selected, DJ will provide "Twilight Sky" Lighting Effect:

- LED Gently Moving Blue Clouds
- With Field of Blue Stars

This Option will **add \$149.00** to the total Performance Fee stated on Page One.

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**Uplighting Option:** **Included in Pricing**

If selected, DJ will provide \_\_\_\_\_ of uplights for event (up to 10):

- LED Uplighting with unlimited color options
- Can be placed around Reception Area Walls or Outside (weather permitting)

This Option will **add \$19.99** for each light selected above (up to 10) to the total Performance Fee stated on Page One.

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.

The laws of the State of Oregon shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Portland or surrounding area. Purchaser agrees to defend, indemnify, assume liability for and hold Audio To-Go DJ Services harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Audio To-Go DJ Services 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 Audio To-Go DJ Services. This agreement is not binding until signed by both Purchaser and Audio To-Go DJ Services has received it. Any changes must be written and signed by both the Purchaser and Audio To-Go DJ Services. 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.

Audio To-Go DJ Services may elect not to exercise their rights as specified in this agreement. By doing so, Audio To-Go DJ Services does not waive their right to exercise those options at a future date.

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Page 7 of 7

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

***Purchaser:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

**Audio To-Go DJ Services:**



\_\_\_\_\_  
William Painter, Owner/Artist