

Kelley Entertainment Contract For Disc Jockey Service

AGREEMENT made this ____ day of _____, 20__, by and between _____, hereinafter referred to as the Purchaser, and By Kelley Entertainment, 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 Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. By Request Kelley Entertainment hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. By Request Kelley Entertainment hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____.

Start Time(s): _____AM/PM

Finish Time(s): _____AM/PM

(4 hours minimum)

6. 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 non-refundable reservation fee of 50% of total contract or \$_____ is required to secure the services of By Request Kelley Entertainment for the engagement. This amount shall be applied toward the Performance Fee. Balance due 7 days before the event to take place. Should event cancel there will be **NO REFUND OF DEPOSIT**.

The Performance Fee is \$_____ for the four-hour time frame outlined above.

Services requested that exceed the four-hour time frame will be charged at the rate of \$_____ per 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.

Purchaser Initials _____ By Request Kelley Entertainment _____

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Additional Terms and Conditions

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 By Request Kelley Entertainment to find replacement entertainment at the agreed upon fees.

Should By Request Kelley Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, By Request Kelley Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that By Request Kelley Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable unless the DJ cancels the engagement.

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 By Request Kelley Entertainment 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 Kelley Entertainment 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, By Request Kelley 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 By Request Kelley Entertainment staff or any equipment in By Request Kelley Entertainment possession, By Request Kelley 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), By Request Kelley 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 By Request Kelley Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, By Request Kelley Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

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Purchaser shall provide By Request Kelley 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. By Request Kelley 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, use of electric power, and fire marshal if necessary (for use of fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance of By Request Kelley Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of By Request Kelley Entertainment.

A written event/music planner or music request list must be received from the Purchaser and forwarded to By Request Kelley Entertainment at least two weeks prior to the date of the engagement for it to be included in By Request Kelley Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, By Request Kelley Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. By Request Kelley Entertainment will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, By Request Kelley 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 By Request Kelley Entertainment. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that By Request Kelley Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to By Request Kelley Entertainment time of arrival; however, By Request Kelley Entertainment requests that they be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown. By Request Kelley Entertainment 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 or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires By Request Kelley 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 \$50.00 per half-hour.

Engagements within the Greater Pittsburgh metroplex will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of 30 miles. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for By Request Kelley Entertainment to be provided by Purchaser.

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Special provisions & Additional Services Requested

Purchaser Initials _____ By Request Kelley Entertainment _____

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 Texas shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Tarrant County. Purchaser agrees to defend, indemnify, assume liability for and hold By Request Kelley Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to By Request Kelley Entertainment 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 By Request Kelley Entertainment. This agreement is not binding until signed by both Purchaser and By Request Kelley Entertainment has received it. Any changes must be written and signed by both the Purchaser and By Request Kelley 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.

By Request Kelley Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, By Request Kelley Entertainment does not waive their right to exercise those options at a future date.

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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: _____

By Request Kelley Entertainment:

Kelley Entertainment Representative