



# Contract

For

*DJ Sound Productions & Entertainment, LLC*

**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: _____
Hours & Price: _____	Address: _____
Start Time: _____	C/S/Z: _____
(For changes in time, please refer to section 5b.)	Contact person: _____
Ceremony: _____	Mileage Charge: _____

If quoted a different price by us, Please type it in.

**Extras:**  
Can be left blank & added later

Extras: \_\_\_\_\_



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**3. DJ Sound Productions & Entertainment (DJSPE) Responsibilities:**

DJSPE shall allow Purchaser the right to control the manner, means, and details of performance within reason. A written event/music planner or music request list must be received by DJSPE at least 10 days prior to the date of performance in order to be GUARANTEED to be included in the programming by filling out the form at: [www.djsoundproductions.com](http://www.djsoundproductions.com). 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. DJSPE will make a reasonable effort to have music requests available if they are received after the 10 day deadline. Changes to the song lists or event details can be made after the 10-day deadline, but DJSPE does not guarantee the changes. Any music selections or planner updates received or made within three days of the event date will not be received by the DJ. Event changes and music requests can be made on the day of the event and the DJ will provide his best effort to implement or obtain those requests or plans within reason.

**4. Purchaser Responsibilities:**

4a. Setup/take down. Purchaser will make venue available to DJ for a reasonable amount of 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. Purchaser will provide reasonable, practical access to the setup area. If inside a venue, the closest possible/reasonable door to the dance area. If outside, the closest possible unloading area for the DJ's vehicle to access to the dance area. If that is not possible, DJSPE may impose a charge to the Purchaser for any "time" or "labor" for delivery of materials. DJSPE 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 DJSPE 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 DJSPE responsible for delayed setup or start times due to limited access.

4c. Venue or establishment. Purchaser will provide DJSPE with an appropriate and safe working environment. This includes but is not limited to: a standard 120-volt grounded 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 the DJ's equipment and materials from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); crowd control if warranted; and directions to/in venue, free parking, special DJ vehicle parking area closest to the the DJ to access extra materials/equipment when needed, and free admittance into the venue. A proper table with décor in the main area and subsequent related areas (ie ceremony), unless otherwise agreed to. Purchaser is responsible for all venue policies, agreements, & guidelines (see section 4e).

Insurance: DJSPE will provide (on request) our insurance policy to any person(s) or venue. In the event a venue requires DJSPE to add them as an additional insured and/or certificate holder, there is a minimum \$250 charge to do so to cover our increased costs, liability, and services.

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) & includes all references to section 4c, will be payable by Purchaser to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment. This also includes, (but not limited to) any/all guests.

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 DJSPE for setting up and taking down equipment. DJ Sound does not sign "agreements" (or the likewise) of venue policies after signing our contract. Venue and or property requirements MUST be presented before our contract is signed, otherwise, DJ Sound can NOT be held responsible. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays, or in extreme cases, cancellation that may occur because

of failure to comply with this provision unless the contract is signed by the venue and/or DJ hired by the venue. DJSPE cannot guarantee a venue or facilities electrical condition or performance (i.e. Bad wiring, improper circuitry, improper electrical connections, ect.), venue supplied equipment, or electronics. DJ Sound Productions does guarantee our own equipment performance.

**5. Time and Payment: (NOTE: 5a is exempt if financing your event. Please see your financing agreement.)**

5a. The total amount for the ("Event Fee") is \$ \_\_\_\_\_. Purchaser shall pay a non-refundable Reservation Fee (if required) upon signing this agreement. Additional funds paid are 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 thirty (30) days before the event. Any payment after the 30 day period up until midnight the day before your event will incur a \$45 late charge fee. Any Event booked with in 30 days of event date, payment is due immediately. Failure to make payment; Purchaser can not hold DJSPE responsible and we reserve the right to envoke section 6a Termination will be in effect. You further agree not to hold the DJ or DJSPE 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 (email or USPS mail) to DJ Sound Productions & Entertainment no later than 10 days prior to the event date. If special request is made in writing and cash be paid on the day of the event, there will be a 25% fee charged. \*\*\*DOWN PAYMENT does not apply to Military clients\*\*\*

5b. Start & Stop times. Event fee applies only to a guaranteed start time as specified above thru hours chosen. 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 \$125/half hour (non refundable). DJ is 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 and hours chose are consecutive. Payment method is up to the DJ.

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 \$60 for each bad check, in addition to a \$65.00 service charge for each collection notice (this includes email notices). When billing, payment is due immediately upon receipt. \$75.00 late fees may be applied if payment is not recieved within 15 days of notice. 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 DJSPE. A cancellation agreement (Termination of Services Notification) MUST be completed. If cancellation/termination is initiated by the Purchaser in writing and agreed to by DJSPE from the date contract was signed up to 180 days before the event date, Purchaser will be required to pay 1/2 the remainder of the Event fee. If Purchaser cancels between the 180-day period and up to 15 days before the event, Purchaser will be required to pay the remaining total of the Event fee (less the non-refundable reservation fee). If Purchaser cancels between 15 days and event date, purchaser will incur an additional \$250 for lost placement. Otherwise, Purchaser shall be obligated to make full payment of the total Event fee as described in section 5a. All fees are to be paid immediately upon cancellation.

6b. Switching of dates and/or location. If Purchaser chooses to move their event date, the new date is subject to availability. Purchaser will not hold DJSPE responsible for dates not available. Purchaser will be responsible to pay the difference in Event fees if new date pricing is higher at the time of request. Purchaser may also lose any discounts applied. If a new date requested is NOT available, section 6a (Termination) is in effect. If an available event date is moved within 120 days of the original event date, Purchaser is responsible to pay a \$475 fee in addition to the Event fee for lost event placement and remarketing of lost date. If date is changed between 1 year and the 120 days to event date, a \$250 fee is charged. Any date changed over 1 year from event date has \$0 in fees. Change fee is due immediately upon acceptance of the new date. Failure to pay the fee will result in cancellation (6a) of this contract. All provisions of this contract are valid and in full effect for the new date. Contract transfers to new date and/or location. A new location may incur additional location fees outlined in this contract and on the website.

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, DJSPE will make all reasonable efforts to find a replacement DJ at the agreed-upon fees. Should DJSPE 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, DJSPE's liability shall be exclusively limited to an amount not to exceed the total Event Fee, and that DJSPE shall not be liable for indirect or consequential damages arising from any breach of contract. Purchaser agrees to any/all additional policy/provisions written on DJSPE's website.

**7. Miscellaneous:**

7a. Purchaser may not transfer this contract to another party without the prior written consent of DJSPE.

7b. This agreement is not binding until received and signed by DJSPE 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, company policy, and music selections for highlighted events when received per the guidelines above.**

7d. Purchaser agrees to provide the DJ a safe working environment. In the event of circumstances deemed by the DJ to present a threat, implied threat of injury, harm to DJ, or any equipment or materials in DJ's possession, DJ reserves the right to cease performance, which includes animals and insects. If Purchaser is able to resolve the threatening situation quickly (15 minutes max) and to DJ's satisfaction, the 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 equipment and materials provided by DJ/DJSPE verbally or written for any reason.

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. This includes guests, venue employees, any anyone associated (hired or volunteer) to the event.

7f. Wedding Planners & Day of Coordinators. If acting exclusively on behalf the Bride & Groom, will be required to sign an addendum.

**Agreed by Purchaser (and/or legal guardian if under 18):**

**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.**

Purchaser Signature: \_\_\_\_\_  
(legal Guardian if under 18)

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

Customer Name:

If there will be a change in address after getting married, please list it here.

Cust. Address: \_\_\_\_\_

Cust. City/State/Zip: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Cust. Phone Number: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_

Agreed by DJ Sound Productions & Entertainment, llc:

DJ Sound Productions & Entertainment, llc

Please List your email address(es)

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

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

Email: \_\_\_\_\_

For: DJ Sound Productions & Entertainment, llc  
13740-231 Ave NW  
Elk River, MN 55330  
(763) 438-7146  
admin@djsoundproductions.com

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



**After clicking "Print Contract", select "Save as .pdf" then save to computer & Attach the document to an email and send.**