

A Main Event Entertainment Contract

AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the Purchaser, and *A Main Event*, 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): _____

(Location Phone #): _____

2. *A Main Event* 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. *A Main Event* agrees to render his professional services and is at all times to have complete control of his program.

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

Date(s): _____.

Start Time(s): _____AM/PM

Finish Time(s): _____AM/PM

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 \$_____, is required to secure the services of *A Main Event* for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$_____ for the time frame outlined above and **due 2 weeks before the event.**

Services requested that exceed 8 hours and/or 12 AM 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.

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, sickness, injury, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made By *A Main Event* to find replacement entertainment at the agreed upon fees. Should *A Main Event* be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, *A Main Event* liability shall be exclusively limited to an amount equal to the performance fee and that *A Main Event* 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.

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, *A Main Event* 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.

Purchaser Initials _____ *A Main Event* _____

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

Purchaser shall provide *A Main Event* with safe and appropriate working conditions. This includes a 6-foot by 14-foot area for setup, and a table provided. *A Main Event* 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. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any electrical charges imposed by the venue.

The Purchaser shall at all times have complete control, direction and supervision of the performance of *A Main Event* at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of *A Main Event*. A written event/music planner or music request list must be received from the Purchaser and forwarded to *A Main Event* at least two weeks prior to the date of the engagement for it to be included in *A Main Event* programming guidelines. With or without the aid of an event/music planner or music request list, *A Main Event* shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. *A Main Event* 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, *A Main Event* 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 *A Main Event*. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that *A Main Event* will be ready to perform at the start time of the engagement. No guarantee is made as to time of arrival; however, *A Main Event* requests that they be permitted one hour before the engagement and one hour after the engagement for setup and takedown.

Special Provisions & Additional Services Requested

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: _____

E-mail Address: _____

Daytime Phone: _____

Evening Phone: _____

A Main Event:

Mark Brandt, Owner