



EVENT BOOKING CONTRACT

PLEASE SIGN AND RETURN THIS CONTRACT TO:

Upper Valley DJ

96 Chestnut Street Claremont, NH 03743

Tel:603-252-2298 Email:uppervalleydj@hotmail.com

Website: www.uppervalleydj.com

Agreement made on 00/00/2013 between
Upper Valley DJ and: Customer

Customer

Somestreet

Sometown, ST 00000

Phone 1: 800-867-5309 Phone 2: 800-867-5309

<u>Services Provided</u>	<u>Price</u>
	\$
Total amount for services:	\$

Deposit of \$0.00 is paid

To provide services for the above client on the date of 00/00/2013 between the hours of 00 PM to 00 PM to be held at Your Location. Required Deposit of \$200.00 upon execution of contract.

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 Location Listed Above:
2. Upper Valley DJ Service 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 Upper Valley DJ Service 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 above date and time.
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 \$200.00 is required to secure the services of Upper Valley DJ Service for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is as listed above for the time frame outlined above. Services requested that exceed the time frame will be charged at the rate of \$75 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.

Final payment is due THIRTY (30) Calendar days prior to the start of your event. Schools and Non Profit Organizations may make final payment on day of function, at the event if previously arranged.

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 Upper Valley DJ Service to find replacement entertainment at the agreed upon fees. Should Upper Valley DJ Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, By Upper Valley DJ Service liability shall be exclusively limited to an amount equal to the performance fee and that Upper Valley DJ Service 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 understood that if this is a "Rain or Shine" event, Upper Valley DJ Services 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 Upper Valley DJ Service staff or any equipment in Upper Valley DJ Service possession, Upper Valley DJ Service 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), Upper Valley DJ Service 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 Upper Valley DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Upper Valley DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Upper Valley DJ with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, and space for setting up speakers. Upper Valley DJ Service 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).

In the event of non-payment, Upper Valley DJ 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 Upper Valley DJ Service. Purchaser shall be charged \$25 for each bounced check plus a \$10.00 service charge for each collection notice.

This agreement guarantees that Upper Valley DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to Upper Valley DJ Service time of arrival; however, Upper Valley DJ Service requests that they be permitted 90 minutes before the engagement and up to 60 minutes after the engagement for setup and take down. If Purchaser or venue requires By Upper Valley DJ Service to complete setup more than 90 minutes before the start time, or to postpone take down more than hour after the end time indicated, the additional time will be charged at the rate of \$75.00 per half-hour.

Special provisions & Additional Services Requested

1 6 foot table, skirted if necessary

The laws of the State of New Hampshire shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Sullivan County. Purchaser agrees to defend, indemnify, assume liability for and hold Upper Valley DJ Service harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Upper Valley DJ Service 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 Upper Valley DJ Service. This agreement is not binding until signed by both Purchaser and Upper Valley DJ Service has received it. Any changes must be written and signed by both the Purchaser and Upper Valley DJ Service. 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.

Upper Valley DJ Service may elect not to exercise their rights as specified in this agreement. By doing so, Upper Valley DJ Service does not waive their right to exercise those options at a future date.

Agreed: _____ Date: _____
Upper Valley DJ Representative

Agreed: _____ Date: _____
Client Signature

Contract may be "signed" and accepted electronically by replying to the contract email and stating that you (the Client) accept the terms as listed.

**Payments may be made via Paypal by check or credit card by clicking the Paypal logo, located on the top right of the uppervalleydj.com website.
This service is FREE and you do not need a Paypal account.**