



Dusk til' Dawn DJ Services

Jonathan Zabrick

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Entertainment Contract

The following contract applies to Dusk til' Dawn DJ Services

AGREEMENT made this _____ day of _____, 20_____

by and between _____
hereinafter referred to as the Client, and Dusk til' Dawn 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:

The Client hereby engages the DJ to provide a DJ Service. The service to be performed at:

The Client hereby agrees to the Terms of the Booking/Entertainment Contract (attached)

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

Dusk til' Dawn DJ Services hereby agrees to render their professional services and is at all time to have complete control of their programs and equipment.

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

Date: _____ Start time: _____ AM / PM Finish time: _____ AM / PM

The Client 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/deposit of \$ _____, is required to secure the services of Dusk til' Dawn DJ Services for the event. If the event is cancelled, the deposit is non-refundable. Otherwise, this amount shall be applied toward the Performance Fee.

The Performance Fee is \$ _____, for the time frame outlined above. Services requested that exceed the time frame will not be charged.

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

Client Signature

Print Name

FOR DUSK TIL' DAWN DJ SERVICES

Signature

Jonathan Zabrick, Owner/DJ

Please initial here if you have read and understand the Terms of Booking/Entertainment Contract attached.

CLIENTS INITIALS _____

DTD INITIALS _____



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Terms of Booking/Entertainment Contract

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 Dusk til' Dawn DJ Service to find replacement entertainment at the agreed upon fees. Should Dusk til' Dawn DJ Service be unable to procure a replacement, Client shall receive a full refund. Client agrees that in all circumstances, Dusk til' Dawn DJ Service liability shall be exclusively limited to an amount equal to the performance fee and that Dusk til' Dawn DJ Service shall not be liable for indirect or consequential damages arising from any breach of contract. **All deposits are nonrefundable if cancelled 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 Dusk til' Dawn DJ Service 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 Client 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 Client 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 Client 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 Client 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, Dusk til' Dawn DJ Service compensation is in no way affected by inclement weather. For outdoor performances, Client 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 Dusk til' Dawn DJ Service staff or any equipment in Dusk til' Dawn DJ Service possession, Dusk til' Dawn DJ Service reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Dusk til' Dawn DJ Service shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Dusk til' Dawn DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Dusk til' Dawn DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Client shall provide Dusk til' Dawn DJ Service 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. Dusk til' Dawn 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 Client. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Client shall provide crowd control if warranted; and furnishing directions to place of engagement. Client 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 Client shall at all times have complete control, direction and supervision of the performance of Dusk til' Dawn DJ Service at this engagement and Client expressly reserves the right to control the manner, means and details of the performance of the services of Dusk til' Dawn DJ Service. **A written event/music planner or music request list must be received from the Purchaser and forwarded to Dusk til' Dawn DJ Service at least two weeks prior to the date of the engagement for it to be included in Dusk til' Dawn DJ Service programming guidelines. With or without the aid of an event/music planner or music request list, Dusk til' Dawn DJ Service shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Dusk til' Dawn DJ Service 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, Dusk til' Dawn DJ Service retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by Dusk til' Dawn DJ Service. Client shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Dusk til' Dawn DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to Dusk til' Dawn DJ Service time of arrival; however, Dusk til' Dawn DJ Service requests that they be permitted 120 minutes before the engagement and 120 minutes after the engagement for setup and takedown. Dusk til' Dawn DJ Service 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 Dusk til' Dawn DJ Service 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 Vegreville/Surrounding Areas will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$1.00 per km ONE WAY. Engagements in excess of 200 kms will require accommodations be made for an overnight stay in a local hotel/motel for Dusk til' Dawn DJ Service to be provided by Client.

By executing this contract as Client, 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 Province of Alberta shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in the Province of Alberta.

Client agrees to defend, indemnify, assume liability for and hold Dusk til' Dawn 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 Dusk til' Dawn 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.

Client may not transfer this contract to another party without the prior written consent of Dusk til' Dawn DJ Service. This agreement is not binding until signed by both Client and Dusk til' Dawn DJ Service has received it. Any changes must be written and signed by both the Client and Dusk til' Dawn 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.

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