



Service Entertainment Contract

AGREEMENT made this ____ day of _____, by and between _____, hereinafter referred to as the Purchaser, and **Tristate Karaoke and 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:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

- 2. Tristate Karaoke and DJ Services 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. Tristate Karaoke and DJ Services 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): _____
 Finish Time(s): _____

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 **\$\$50.00** is required to secure the services of Tristate Karaoke and DJ Services for the engagement. Make checks payable to: **Mike Montgomery**. This amount shall be applied toward the Performance Fee. Please mail a copy of this contract with your deposit to:

Mike Montgomery
1928 Colora Road
Colora, MD 21917

The Performance Fee is **\$400.00** for the time frame outlined above. Services requested that exceed the time frame will be charged at the rate of **\$75.00** 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 _____ Tristate Karaoke and DJ Services _____

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 Tristate Karaoke and DJ Services to find replacement entertainment at the agreed upon fees. Should Tristate Karaoke and DJ Services be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Tristate Karaoke and DJ Services liability shall be exclusively limited to an amount equal to the performance fee and that Tristate Karaoke and DJ Services shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 30 days of the engagement 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 Tristate Karaoke and DJ Services 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 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, Tristate Karaoke and 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 Tristate Karaoke and DJ Services staff or any equipment in Tristate Karaoke and DJ Services possession, Tristate Karaoke and DJ Services 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), Tristate Karaoke and DJ Services 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 Tristate Karaoke and DJ Services resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Tristate Karaoke and DJ Services reserves the right to deny any guest access to the sound system, music recordings, or other equipment.