

Frankie-C DJ Services Entertainment Contract

AGREEMENT made this _____, by and between **Frankie-C DJ Services** and _____, hereinafter referred to as the Purchaser and Frankie-C 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): _____

2. DJ Services hereby agrees to provide DJ Services 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. 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): _____

(4 hours minimum)

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 (except in case of death or tragedy) reservation fee of 0% is required to secure the services of Frankie-C DJ Services for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$150.00 per 1 -hour.

Services requested that exceed written time line of .4 -hour time frame will be charged at the rate of \$100 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 _____ Frankie-C DJ Services *FCG*

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 Frankie-C DJ Services to find replacement entertainment at the agreed upon fees. Should Frankie-C DJ Services be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Frankie-C DJ Services liability shall be exclusively limited to an amount equal to the performance fee and that Frankie-C DJ Service 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.

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, Frankie-C 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 Frankie-C DJ Services staff or any equipment in Frankie-C DJ Services possession, Frankie-C 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), Frankie-C 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 Frankie-C DJ Services resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Frankie-C DJ Services reserves the right to deny any guest access to the sound system, music recordings, or other equipment.*

Purchaser Initials _____ Frankie-C DJ Services *FCG*

Purchaser shall provide Frankie-C DJ Services with safe and appropriate working conditions. This includes a 10-foot by 10-foot area for setup, space for setting up speakers and lighting stands. Frankie-C DJ Services requires a minimum of one 20-35-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

A written event/music planner or music request list must be received from the Purchaser and forwarded to Frankie-C DJ Services at least two weeks prior to the date of the engagement for it to be included in Frankie-C DJ Services programming guidelines. With or without the aid of an event/music planner or music request list, Frankie-C DJ Services shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Frankie-C DJ Services 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, Frankie-C DJ Services 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 Frankie-C DJ Services. Purchaser shall be charged \$30 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Frankie-C DJ Services will be ready to perform at the start time of the engagement. No guarantee is made as to Frankie-C DJ Services time of arrival; however, Frankie-C DJ Services requests that they be permitted 8-10 hours before the engagement and 90 minutes after the engagement for setup and takedown.

Engagements with in Victoria County, Port Lavaca, Edna, and Cuero will not be assessed a travel charge. Services requiring travel outside of these areas will be charged at \$0.50 per mile starting at listed perimeters. Engagements in excess of 150 miles will require accommodations be made for an overnight stay in a local hotel/motel for Frankie-C DJ Services to be provided by Purchaser.

Purchaser Initials _____ Frankie-C DJ Services *FCM*

By executing this contract as Purchaser, 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 State of Texas shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in _____ County.

Purchaser agrees to defend, indemnify, assume liability for and hold Frankie-C DJ Services harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Frankie-C DJ Services 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 Frankie-C DJ Services. This agreement is not binding until signed by both Purchaser and Frankie-C DJ Services Representative has received it. Any changes must be written and signed by both the Purchaser and Frankie-C DJ Services. 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.

Package Deal - \$ _____ for _____ hours _____.

Addition Hours per hour @ \$150. - _____.

Addition sound equipment @ \$150. _____.

Up Lighting -\$30 per light or 10 lights for \$250 _____.

Gobo Monogram Lighting- \$100.00 _____.

Travel Charge - _____.

Grand Total- _____ Deposit Paid _____.

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

Customer Signature

Print Name

Mailing Address

Daytime Phone:

Evening Phone:

Frankie-C Music List (Home Work)

Traditional Country % _____ Texas Country % _____

Hip Hop % _____ R&B % _____

Tejano % _____ Cumbia % _____

80's Pop % _____ Other% _____

- Wedding Ceremony- _____ .
- Prelude Music _____ .
- Parents and Grand Parents _____ .
- Bridal Party _____ .
- Bride March _____ .
- Other _____ .
- Bride and Groom Announced and Exit- _____ .

Entrance Song: _____

Type Dinner Music: _____

First Dance Song: _____

Father /Daughter Dance: _____

Mother/Son Dance: _____ . _____

Bouquet Toss: _____

Garter Dance: _____

Other: _____

Top Songs

Do Not Play

EMAIL LIST TO: frankie-c@txun.net