

BOOGIE DOWN DEE-JAYS

IF WE'RE NOT THERE... IT'S NOT REALLY A PARTY!!!

377 W. HIGH ST., HUNTINGTON, IN 46750
(888) 665-7272 www.BoogieDownDJ.com

CONTRACTUAL AGREEMENT

Your Name(s) or Organization: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Email: _____ Date of Event: _____

Type of Event: _____

From The Hours of: _____ AM/PM To _____ AM/PM

Name & Address Of Venue: _____

Contact Person @ Hall: _____ Phone #: _____

Type of Music To Be Played: Please circle all styles you would liked played.

40's | 50's | 60's Pop | 70's Pop | 80's Pop | 90's Pop | Motown | Classic Rock |
Disco | Country | Jazz | Old School Rap | Modern Rock | Christian | Top 40 |
Urban/Rap/Hip-Hop | Latin | Holiday | Party Favorites | Other _____

Requests:

Don't Take Requests ___ Play Only Selected Music Styles ___ Play All Requests ___

Special Instructions: _____

Dinner: ___ Buffet ___ Sit Down ___ Appetizers **For The DJs:** ___ Yes ___ No

DJ Attire: ___ Tuxedo ___ Business Suit ___ Business Casual ___ Casual ___

Package Choice: _____ **Number of Hours:** _____

A La Cart Items: Projector \$50.00 ___ Screen \$50.00 ___ Laptop \$50.00 ___

Received Deposit In The Amount of: \$ _____ In the Form of: _____

Travel Fee If Applies: \$ _____ Stair Fee If Applies: \$25 x _____ Flights = _____

Remaining Balance of \$ _____, Due 2 Weeks Prior To Your Event.

ACKNOWLEDGMENT

The Client, as described in contract, hereby contracts the services of Boogie Down Dee-Jays to provide mobile disc-jockey entertainment services at the Engagement as described in contract. This Agreement shall become binding upon the client or a representative of the client submitting the Contract. The Client grants Boogie Down Dee-Jays the right to assign their choice of DJs and Emcees for said event, unless the DJ and/or Emcee are requested by name in advance.

FORCE MAJEURE

The obligation of the Performer to provide services under this Agreement is subject to prevention to do so by accident, illness, family emergency, Act of God, riot, act of order of public authority or any other cause or condition beyond the control of the Boogie Down Dee-Jays. In the event the Performer is unable to fulfill his or her obligations under this agreement due to accident, illness, or family emergency, any and all money paid by the Client to the Performer shall be refunded, and the Client will be under no obligation to pay for any service not provided by the Performer. **In the event it is beyond the Performers control due to severe weather conditions such as flooded roads, tornados, white outs, and so on, your performer will make all attempts to reach event location safely. If the performer determines travel or conditions are unsafe to make said event, any money paid will not be refunded and the remaining balance shall be due.**

DEPOSIT AND FEE

The Deposit as described in Contract is payable by the Client immediately upon entering into this Agreement. The total fee, less the Deposit, shall be payable before the Engagement by cash, check, money order, and/or credit card. Check must be received two weeks prior to date of Engagement. Credit card payments can be made up to the day before the event. Any over-time shall be billed in hour increments in addition to fees that would normally be payable. The deposit is **NON-REFUNDABLE** if the client cancels services. **In the event service are cancelled by the client one month before said event, the total remaining balance as described in contract will be due.**

ACCESS TO FACILITY

The Client agrees that the Performer shall have access to the facility at least (90) minutes prior to the above-mentioned time to Begin (or Set-up time, whichever is earlier) to set-up the equipment. The Performer is also to be allowed a minimum of (45) minutes following completion of the Engagement of disassembly and removal of this equipment. The Performer will endeavor, wherever possible, to conduct all equipment set-up prior to the arrival of any quests.

RESPONSIBILITIES OF CLIENT FOR CONDUCT OF ITS GUESTS

At all times the Client is responsible for the conduct of its guests, including but not necessarily limited to damage to equipment used by the Performer as well as individual and/or group behavior that may be considered to be undesirable. At all times the Performer reserves the right to cease performance in the event that any condition, including action of the Client, its guests, create a threat to the Performers personal safety and/or that of the equipment. In such an event, the client will be given the opportunity to resolve the condition to the satisfaction of the Performer; if the Client fails to do so the Engagement shall be deemed to be complete and the total fee less the Deposit shall be payable to the Performer.

CREATIVE CONTROL

The Client grants to the Performer complete creative control with respect to music programming, with the following exceptions: If the Client and the Performer have, prior to entering into this Agreement, agreed upon inclusion and/or exclusion of specific musical selections and/or types of music, the Performer will, to the best of their ability, comply with any such agreement. If minors will be attendance at the Engagement, the Performer will, to the best of their ability, exclude musical selections containing language that could reasonably be considered to be obscene. The Client agrees that, in such circumstances, the Performer may use versions of such musical selections that have been edited or otherwise modified for radio broadcast use.

LIMITATION OF LIABILITY

In the event the Performer does not fulfill all of their obligations under this Agreement, incidental or consequential damages, if any, shall be limited to the Total Fee as described in this Contract. Boogie Down Dee-Jays cannot be held liable for interrupts or down time at your event due to insufficient power supplies or out dated circuitry at your hall or event location. Boogie Down Dee-Jays makes no guarantee in regard to the success of event. The success any event will be determined by many factors including, the personalities and the number of guest attending, the length of the event, the location, time of day, etc.

By signing below, I certify that I am at least eighteen (18) years of age, I understand, agree to, and personally guarantee to abide by the terms and conditions contained herein.

Signature of Client or Representative: _____

Signature of Witness: _____ **Date:** _____