

# AJ THE DJ ENTERTAINMENT

## Performance Contract

This agreement is made between the purchaser and the entertainer (AJ The DJ Entertainment, 2163 Airline Dr, Box 116 Bossier City, LA 71111)

Today's Date \_\_\_\_\_

Purchaser Name \_\_\_\_\_

Company Name (if applicable) \_\_\_\_\_

Purchaser Full Address \_\_\_\_\_

Purchaser Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Date Of Event \_\_\_\_\_

Event Time \_\_\_\_\_

Venue Name \_\_\_\_\_

Full Address Of Event \_\_\_\_\_

Total quoted event price \_\_\_\_\_

Event Deposit \_\_\_\_\_

Remaining balance due (30 days prior to event date) \_\_\_\_\_

Balance due date (30 days prior to event date) \_\_\_\_\_

An initial non-refundable deposit is due upon execution of this contract (By Cash, Cashiers Check, Check or Money Order) to reserve event date, failure to pay deposit within 48 hours of execution will result in Entertainer declaring contract in breach and is subject to termination by Entertainer. The remaining balance must be paid in full at least 30 days prior to Performance in cash, cashier's check, check or money order. Events 30 days or less from contract date require full payment at the time of contract

signing. In the event of non-payment prior to the performance, the Purchaser agrees this Agreement shall be canceled immediately with no performance required and any previous payments shall be immediately forfeited to the Entertainer. In the event of non-payment after Performance, Purchaser further agrees to remit any uncollected balance including a ten-dollar per statement fee plus reasonable collection or attorney fees. Purchaser shall be charged \$30 for each returned check plus \$10 service for each collection notice. Past-due balances will incur interest at the rate of 2% for each month in which the balance is outstanding.

The entertainment to be provided by the Entertainer is described as the playback of musical equipment with occasional "DJ" narration (hereinafter referred to as the "Performance"), and includes any additional props or games as specified in this Agreement. The purchaser reserves the right to control the manner, means and details of the performance of services by Entertainer via a written event planner or music request list prior to the event. Without a planner or request list, Entertainer shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are not available. Entertainer reserves the right to censor music requests that may be considered offensive or inappropriate for the event. Entertainer reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.

This agreement to perform shall be excused by detention of personnel by extreme weather conditions, sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Entertainer's control. If such circumstances arise, all reasonable efforts will be made to find comparable replacement entertainment at the agreed upon fees. Should Entertainer be unable to procure a qualified replacement, Purchaser shall receive a credit or full refund of all prepaid fees. Purchaser agrees that in all such circumstances, Entertainer's liability shall be exclusively limited to refunding the fees paid and Entertainer shall not be liable for indirect or consequential damages arising from any breach of contract.

Purchaser agrees to provide a secure parking space in a reasonably close proximity to Venue's loading area for Entertainer's vehicles for a period commencing two (2) hours prior to the performance and continuing for one (1) hour following the performance. Purchaser and/or Venue shall provide adequate security for the Entertainer and their property before, during and after the Performance.

- 1) Covid 19-The novel coronavirus, COVID-19, is a worldwide pandemic declared by the World Health Organization. COVID-19 is extremely contagious, and the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and possibly in the air. The exact methods of spread and contraction are unknown, and there is no known treatment, cure or vaccine for COVID-19. COVID-19 can cause serious and potentially life-threatening illness or death.

[AJ The DJ Entertainment] (the "DJ") cannot prevent you (the "Client"), your guests, family, vendors or anyone else at your event from being exposed to, contracting, or spreading COVID-19. While the DJ will take all reasonable precautions in providing services for your event, it is not possible to eradicate the risks related to this disease.

The DJ will not assume any risk or have any obligation to ensure that Client's event is in compliance with federal, state or local guidelines, laws and regulations. The DJ is not liable in any way if Client or the event intentionally or unintentionally does not comply with a legal obligation related to COVID-19.

If the event is forced to end early or is altered in any other way as the result of decisions made by law enforcement, venue owners, or any other authority, the DJ's services will not be refunded in whole or in part and any balances will be unchanged and due in full.

If the DJ is fined for reasons related to COVID-19, then all such fines shall be paid in full by the Client. If the enforcer of the fine will not bill Client directly, Client agrees to reimburse the DJ for all fines within 10 calendar days from the issuance of the fine.

Client will not use the DJ's name or reference the DJ in any way related to the event in any public relations, social media or news stories related to the event without the DJ's express and written permission.

Client gives DJ permission to leave the event at any time if they feel their health or safety is threatened or at risk. Doing so will not result in any refund or change in payment terms.

ASSUMPTION OF RISK. Client has read and understands and expressly accepts all of the risks stated in this waiver.

WAIVER OF LIABILITY: Client hereby forever releases and waives his or her rights to bring suit against the DJ and its owners, officers, directors, managers, agents, employees, contractors, or other representatives in connection with exposure, infection, or spread of COVID-19. Client understands this waiver means that s/he gives up his/her right to bring any claims including personal injury, death, disease, property or monetary loss, or any other loss, including but not limited to negligence, and gives up any claim s/he may have to seek damages, whether known or unknown.

INDEMNIFICATION: Client agrees to hold harmless and indemnify DJ against all third party claims, damages, liabilities, losses, suits, costs, expenses and attorney fees suffered or incurred by DJ and arising from DJ's participation in the event.

CHOICE OF LAW: Client agrees that the law of the State of [Louisiana] will apply to this contract.

- 2) Sound and Lighting-The Entertainer shall furnish all sound equipment, microphones, lighting and power strips necessary for the Performance. Purchaser agrees to provide one six-foot (6') long tables (an additional 4' table maybe required if the event is a Wedding Ceremony in the same location as the reception) for the Entertainer's equipment, and access to at least two three-prong grounded 110 Volt/20 AMP wall plugs. The Entertainer agrees to provide all personnel required to assist the setup for and conduct of the Performance and takedown after the Performance.
- 3) Outdoor Events: If no covered shelter is available, a 10 ft x 10 ft is required regardless of weather conditions . Tent is only applicable for light weather conditions; purchaser must have an alternate indoor location in case of inclement weather conditions or temperatures that fall under either a heat advisory or cold weather/freeze warning. Entertainer has the right to cancel all or part of performance if there is a threat of severe weather conditions and if no alternate indoor location is available.

- 4) Downloading Music/External Playback: For security and performance purposes, music cannot be downloaded prior to or during Entertainer's performance. In addition, music cannot be played from YouTube, Vimeo, Daily Motion or any other external website.
- 5) External Devices: For security and liability purposes, Entertainer cannot attach any external devices (Mobile Phones, Tablets, MP3 Players etc) to Entertainer's laptop prior to or during performance.
- 6) DJ Area: An area of no less than 15 feet is required for proper entertainment setup. Two separate open 3 prong wall outlets are required for equipment power. For safety purposes, please do not enter the back area of the DJ booth. Parents are required to supervise small children to avoid accident or injury. Do not place heavy traffic areas like Photo Booths, food buffets, Bartender stations or prop tables near DJ area. Do not place drinks or food on DJ area.
- 7) Entertainer meals and beverages: If food is served at event, Entertainer at least one meal and two bottled waters be provided during event (two meals and four bottled waters if Entertainer brings an assistant).
- 8) Noise ordinances: The noise ordinance for the Shreveport/Bossier area is 10pm, purchaser must comply with their local noise ordinance laws. Entertainer cannot play past these times without previous consent from venue owner and/or management in commercial zones. Entertainer cannot play past these times in residential areas. Law enforcement requests for lower volume at all events supersede the authority of both the purchaser and entertainer and must be complied with.
- 9) Video content: Entertainer provides edited versions of music videos for performance. These videos are only edited in the audio portion of music playback. Videos may still contain adult content including but not limited to Sexual Situations and violence. Entertainer cannot be held responsible for video content.
- 10) Sound engineer/Sound equipment: Entertainer does not provide sound engineer services or sound equipment for musicians. All equipment provided for event is for DJ use only (including, but not limited to power strips). DJ can provide a wireless microphone for a singer to perform with a backing music track.
- 11) Photo/Video Release: I hereby grant permission to AJ The DJ Entertainment, the rights of my image, in video or still, and of the likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used within an unrestricted geographic area.

Photographic, audio or video recordings may be used for ANY USE which may include but is not limited to:

- Online/Internet Videos
- Media
- News (Press)

**Consent to photograph or video tape event**

- I give consent
- I do not give consent

By signing this contract, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public setting. I will be consulted about the use of the photographs or video recording for any purpose other than those listed above. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

By signing this contract, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for promotional purposes.

This agreement cannot be cancelled except by mutual written consent of both the Purchaser and Entertainer. If the event is postponed, then any money paid towards the event will be credited up to one year from the date of notification and can be used towards another event (as long as entertainer has the date available, and it is within a reasonable traveling distance). Purchaser may not transfer this contract to another party without the prior written consent and approval of Entertainer.

Refunds-Events cancelled less than 60 days from event date are not refundable. If the cancellation is more than 60 days from the event and both purchaser & entertainer agree to a refund due to cancellation, then a refund will be issued for any balance paid towards the event less non-refundable deposit. Refunds may take up to 60 days to complete and may be either a lump sum payment or partial payments until refund total is met.

**Purchaser Name**\_\_\_\_\_

**Purchaser Signature**\_\_\_\_\_

**Entertainer Signature**\_\_\_\_\_

**Date of Signature**\_\_\_\_\_

**Please e-mail filled out and signed contract to [ajthedj4600@hotmail.com](mailto:ajthedj4600@hotmail.com).**

**Upon receipt, you will receive a Paypal invoice to pay to for your event.**