

## Upbeat Entertainment Service Contract

Upbeat Entertainment  
Thayer Lane  
Sands Point, NY 11050  
Phone: 516-944-4399  
Fax: 516-944-7410

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter referred to as the Purchaser, and Upbeat Entertainment, 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. Upbeat Entertainment 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. Upbeat Entertainment hereby agrees to render their professional services and is at all times to have complete control of their 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): \_\_\_\_\_AM/PM

Finish Time(s): \_\_\_\_\_AM/PM

Room: \_\_\_\_\_

Number Attending: \_\_\_\_\_

Type of Entertainment: \_\_\_\_\_

Type of Music: \_\_\_\_\_

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 \$ \_\_\_\_\_, is required to secure the services of Upbeat Entertainment for the engagement. This amount shall be applied toward the Performance Fee.

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The Performance Fee is \$ \_\_\_\_\_ for the time frame outlined above. Services requested that exceed the time frame will be charged at the rate of \$ \_\_\_\_\_ 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 \_\_\_\_\_ Upbeat Entertainment \_\_\_\_\_

### 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 Upbeat Entertainment to find replacement entertainment at the agreed upon fees. Should Upbeat Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Upbeat Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that Upbeat Entertainment 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 Upbeat Entertainment 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 agrees that photos and/or video of their event, may be available for the content, for marketing purposes, unless the purchaser deems otherwise.

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, Upbeat Entertainment 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 Upbeat Entertainment staff or any equipment in Upbeat

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Entertainment possession, Upbeat Entertainment 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), Upbeat Entertainment 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 Upbeat Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Upbeat Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials \_\_\_\_\_ Upbeat Entertainment \_\_\_\_\_

Purchaser shall provide Upbeat Entertainment 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.. Upbeat Entertainment 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 purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser 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 Purchaser shall at all times have complete control, direction and supervision of the performance of Upbeat Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Upbeat Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to Upbeat Entertainment at least one week prior to the date of the engagement for it to be included in Upbeat Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, Upbeat Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Upbeat Entertainment will make an extra effort to have music requests available if they are received at least one week prior to the engagement.

This agreement guarantees that Upbeat Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Upbeat Entertainment time of arrival; however, Upbeat Entertainment requests that they be permitted 60 minutes before the engagement and 60 minutes after the engagement for setup and takedown.

Special provisions & Additional Services Requested

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Purchaser Initials \_\_\_\_\_ Upbeat Entertainment \_\_\_\_\_

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 twenty one (21) 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.

Upbeat Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, Upbeat Entertainment does not waive their right to exercise those options at a future date.

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

Purchaser:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Upbeat Entertainment:

\_\_\_\_\_  
Jay Morales, Owner