

When it comes to music.....he's the man....



Providing D J Service to Western North Carolina and *beyond*.

28 Bessie Drive Fletcher, NC 28732

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www.AshevilleDiscJockey.com

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**CONTRACT AGREEMENT**

BETWEEN (DJ) **THE MUSIC MAN** AND (Client) NAME: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ HOURS OF EVENT: (From) \_\_\_\_\_ (To) \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_ NAME OF EVENT LOCATION: \_\_\_\_\_

ADDRESS OF EVENT LOCATION: \_\_\_\_\_

EVENT LOCATION PHONE: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_ DEPOSIT \_\_\_\_\_

BALANCE: \_\_\_\_\_ (*Due two weeks prior to event*) OT PRICE PER HOUR: \_\_\_\_\_

Email: \_\_\_\_\_ CONTACT PHONE #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

1. Unless otherwise stated, the client is in charge of the music selection and the order of events. The Music Man shall attempt to play clients Requests, but shall not be held responsible if certain selections are unavailable. The Music Man will attempt to make any music selections available if the requests are received at least two weeks prior to the event date.
2. The client agrees to provide a sufficient electrical power supply outlet within 25 feet of the designated setup location and the equivalent of two six foot tables.
3. If the setup location is outside, the client agrees to provide adequate shelter to protect the equipment from adverse weather conditions.
4. The Music Man does not guarantee his availability beyond the contracted time.
5. The client agrees to pay a \$100 deposit to reserve his / her event date. In the event of a cancellation, this deposit is 100% refundable up to 90 days prior to the event date, 50% refundable up to 30 days prior to the event date, and non-refundable thereafter.
6. The remaining balance is due and payable 2 weeks prior to the event date. If special arrangements are made to make final payment on the event date, the balance is to be paid upon the DJ's ARRIVAL.
7. The client agrees to be liable for returned checks, in addition to any late charges or interest. A \$30 non-sufficient funds charge will be imposed for each returned check.
8. In the event of circumstances deemed by The Music Man to present a threat or implied threat of injury to the DJ or any property in the DJ's possession, the DJ reserves the right to cease performance. The client shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance.
9. The client accepts full liability for all damages to any equipment in the possession of the DJ that occur as a result of intentional or unintentional actions or neglect upon the part of the client or his / her guests, patrons, customer, students, etc.
10. The Music Man will not be held liable for unavoidable detention by conditions or acts of God legitimately beyond his control.
11. In the unlikely event that The Music Man is unable to perform at the event and a replacement cannot be found, The Music Man will make a full refund of any deposits or payments made by the client. The client agrees that the refund will be the full extent of damages the he / she is entitled to and no further damages may be sought against The Music Man.
12. In the event that a replacement DJ is necessary, the client acknowledges that The Music Man shall not be held liable for negligence, inaction, defaults, damages or non-performance of that DJ.
13. The Music Man will not be held liable for any damage or harm, to property or persons, unless such is caused by gross or wanton negligence on his part.
14. If litigation for any item in this contract agreement is necessary for collection, The Music Man shall be entitled to all reasonable attorney fees, court costs, and collection expenses.
15. SEVERABILITY: The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

*By signing, the client confirms that he / she has read and agreed to the terms and conditions set forth in this contract agreement.*

*(Please make all checks or money orders payable to **Christopher Gagne**).*

**CLIENT SIGNATURE:** \_\_\_\_\_, **DATE:** \_\_\_\_\_

**DJ SIGNATURE:** \_\_\_\_\_, **DATE:** \_\_\_\_\_