PARTY TYME DJ

Service Agreement

AGREEMENT made on Saturday, January 27, 2018, by and between      ,

hereinafter referred to as the Purchaser, and Party Tyme DJ, hereinafter referred to as 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. Party Tyme DJ Service 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. Karaoke services will require Wi-Fi connection for this service.

4. Party Tyme DJ Services hereby agree 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 Services shall be provided and accepted on the following date(s)

and time(s) of the engagement:

Date(s):

Start Time(s):   AM  PM

End Time(s):   AM  PM

(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 reservation fee of 50% of total balance is required to secure the services of Party

Tyme DJ for this engagement. This amount shall be applied toward the Performance Fee. The

Performance Fee is $ 187.50 per hour for a four hour minimum time frame outlined above. Services

requested that exceed the four‐hour time frame will be charged at the rate of $150.00 per hour, payable

in advanced or unless other arrangements have been made, it may not always be possible to provide

additional performance time. However, when feasible, requests for extended playing time will be

accommodated. All deposits are nonrefundable if cancelled after one week of the contract being signed

by all parties. A total refund of all monies will be issued if Party Tyme DJ cancels the engagement.

Payments can be made in forms of Cash or Check for exact amount or by Credit Card and all credit card payments will be subjected to a 4.75% processing fee. This fee will be added to the total credit card payment.

Purchaser’s initials       /       Party Tyme DJ: SR/TR

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 the DJ’s control. If such circumstances

arise, all reasonable efforts will be made by Party Tyme DJ to find replacement entertainment at the

agreed upon fees. Should Party Tyme DJ be unable to procure a replacement, Purchaser shall receive a

full refund. Purchaser agrees that in all circumstances, Party Tyme DJ liability shall be exclusively limited

to an amount equal to the performance fee and that Party Tyme DJ shall not be liable for indirect or

consequential damages arising from any breach of contract.

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 Party Tyme DJ 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 and Party Tyme DJ

use ONLY. Party Tyme DJ will use all pictures and or videos on the website or social media.

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 of damages to the DJ, or

property of the DJ, while on the premises of said engagement, if damages 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, Party Tyme DJ 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 compensations 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 Party

Tyme DJ staff or any equipment in Party Tyme DJ possession, Party Tyme DJ reserves the right to cease

performance. If the Purchaser is able to resolve the threatening situation is a reasonable amount of time

(maximum of 15 minutes), Party Tyme DJ 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 Party Tyme DJ resumes performance. In order to prevent equipment

damage or liability arising from accidental injury to any individual attending this performance, Party

Tyme DJ reserves the right to deny any request access to the sound system, music recordings, or other

equipment.

P urchaser Initials      /        Party Tyme DJ: SR/TR

Purchaser shall provide Party Tyme DJ 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. Party Tyme DJ requires

a minimum of two (2) 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 the 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 not limited to, parking, liability insurance for DJ services if required and use of electric power, WiFi access, and fire marshal if necessary (for us of FOG).

The Purchaser shall at all times have complete control, direction and supervision of the performance of

Party Tyme DJ at this engagement and Purchaser expressly reserves the right to control the manner,

means and details of the performance of the services of Party Tyme DJ. A written event or music planner

of music request list must be received form Purchaser at the least of three weeks prior to the engagement so it may be included in the programming guidelines. With or without the aid of an event or music planner or music request list, Party Tyme DJ shall attempt to play the Purchasers and Purchasers guests’ music requests but shall not be held responsible if certain selections are unavailable. Party Tyme DJ will make an extra effort to have music request available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non‐payment, Party Tyme DJ 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 Party

Tyme DJ. Purchaser shall be charged $25 for each bounced check along with the original check amount plus a $7.50 service charge for each collection notice.

This agreement guarantees that Party Tyme DJ will be ready to perform at the start time of the

engagement. No guarantee is made as to Party Tyme DJ time of arrival; however, Party Tyme DJ

requests that they be permitted sixty (60) minutes before the engagement and sixty (60) minutes after

the engagement to set up and to tear down. Party Tyme DJ also requests ramp(s) or elevator access

between the parking/service entrance and the setup area. If the venue requires setup or takedown in

less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area,

Additional labor fees will be charged at the rate of fifty dollars $50.00. If the purchaser or venue requires

Party Tyme DJ to complete setup more than one hour before the start time, or to postpone takedown

More than one half hour after the end time indicated, the additional time will be charged at the rate of

$50.00 per half hour.

Engagements within the South Bend/Michiana Area will not be assessed a travel charge. Services

Requiring travel outside 30 miles outside the office area will be charged $0.70 per mile round trip. Engagements in Excess of 80 miles will require accommodations be made for an overnight stay in a local hotel for Party Tyme DJ and staff to be provided by Purchaser.

Purchaser Initials       /       Party Tyme DJ: SR/TR

Special Provisions & Additional Services Requested:

Nothing else has been promised outside of the services outlined in this contract

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 provision 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 endorsements 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 Indiana shall govern this agreement. In the event of suit involving or relating to

This agreement, Purchaser agrees that venue will be in the South Bend and Michiana area. Purchaser

Agrees to defend, indemnify, assume liability for and hold Party Tyme DJ harmless from any claims,

Damages, losses and expenses by or to any person, regardless of basis, which pertains directly or

Indirectly to Party Tyme DJ performance. In the event that a civil action arises in an effort to enforce any

Provisions of this agreement, the losing party shall pay the attorney’s fee and court cost of the prevailing

Party.

Purchaser may not transfer this contract to another party without the prior written consent of Party

Tyme DJ. This agreement in not binding until signed by both purchaser and is returned to Party Tyme DJ.

Any changes must be written and signed by both the purchaser and Party Tyme DJ. 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.

Party Tyme DJ may elect not to exercise their rights as specified in this agreement. By doing so, Party

Tyme DJ does not waive their right to exercise those options at a future date and time. The parties

Hereto promise to abide by the terms of this agreement and intend to be legally bound thereby. By signing this contract electronically in no way voids any part of said contract. All contracts will be emailed to said client unless requested to be mailed.

Purchaser Initials       /       Party Tyme DJ: SR/TR

Purchaser Co‐Purchaser

     

Printed Name Printed Name

Signature

Street Address:

Daytime Phone: (     )

Evening Phone: (     )

Cell Phone #: (     )

(Optional)

Party Tyme DJ:

Scott Raybuck

Scott Raybuck, owner/DJ

Tina Raybuck

Tina Raybuck, owner/bookkeeper

319 Rue Rabelais apt 1504, South Bend, IN 46614 <> www.partytymedjsb.com <> 574‐220‐1409