

DJ Dan Kinney dba Disco Dan

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BUDGET & MARRIAGE PARTY SERVICES CONTRACT

Agreement made and entered into this day of: **TBD** between the entertainer, **DJ Dan Kinney**, hereinafter referred to as **Dan**, and: **client name(s) hereinafter** referred to as **Client** for the event known as **event name TBD**.

In consideration of the mutual covenants and stipulations set out herein, the parties agree as follows:

- 1. **SERVICES:** *Client* herein agrees to retain **Dan** on an independent contractor basis. **Dan** agrees to provide the following entertainment services at the location specified herein:

The *Client* understands that in order to keep rates this low, NO announcements of any kind will be required of **Dan**, who is **there just to play music & co-ordinate with others**. The *Client* is responsible for all announcements, emcee & any other duties. The *Client* also agrees to submit a completed music list & event guide within 10 days of the performance date. Links to music services such as Spotify will not be accepted. *Client* understands that **Dan** will do the best he can with late submissions & that any music purchases *will likely* result in additional charges at the rate of \$3.00/track. The Guide & Music List items can be submitted in an email or word form so that **Dan** can copy & paste.

- 2. **LOCATION:** filled in when booked; **EQUIPMENT:** sound, lighting, other.

- 3. **FEE(S):** In consideration of the performance by **Dan** of the services set forth in section 1,

Client agrees to pay the **total sum** of: **\$ xxx.00 per #- hours**, under the following terms:

A non-refundable deposit in the amount of \$ **xxx.00** is due within 7 business days of the contract date.

The **Balance of: \$ xxx.00** plus any additional charges shown in a final invoice, is due **by the end of performance of service**.

Postponement of up to 90 days is only possible when due to natural causes such as weather or other *extreme circumstance* and if **Dan** is available. The download purchases of music *will likely* result in additional charges at the rate of \$3.00/track.

Any provision not stipulated such as, but not limited to, special mixes, earlier set-up, or meetings can result in additional charges. **\$25.00 will be added immediately after the event and each week hence for any balance not paid when due.**

- 4. **TIME:** **Dan** shall begin set up no earlier than **time** and finish by **time**. Music will commence at **time** and end at **time** on the day of: **day of week, xx-xx-xx**. If the *Client* so desires, **Dan**'s services may be added at the event to the specified period at the rate of: **\$ 35.00 per ¼ hour until 10pm, 10pm until 12am: \$ 45.00 per ¼ hour, service beyond midnight is not available.**

- 5. **OTHER:** Tradition dictates that a meal will be provided unless this box is checked. No[]

Terms and conditions

PROVISIONS: *Client* shall provide for the use and benefit of **Dan** during engagement, the following: a. The number of electrical outlets within 25ft. **for all equipment** and amperage as needed; b. **For outdoor engagements, a minimum 10' X 10' covered area with 3 walls as protection from the elements as well as heat if temperatures are expected to fall below 40 degrees unless contracted for as Extras;** c. Water and/or soft drinks for **Dan**. Free **Dan** vehicle parking within 200 yards of the venue.

RELEASE and NONPERFORMANCE: While **Dan** utilizes professional equipment, programming and talent, circumstances may arise making exact performance impossible. In that event, *Client* agrees to accept substitutions **Dan** deems acceptable. **Dan** will not be held liable for failure to furnish services hereunder if such failure is prevented by accidents, acts of god, safety, governmental regulations, equipment failure or other reasons beyond the control of **Dan** if failure to furnish is cause through no fault of *Client*. In some of these cases only, the *client* and **Dan** will attempt to work out a reasonable solution. *Client* also agrees that **Dan** must abide by the rules of the venue or law enforcement entity and is not responsible for any refund or discount due to their rules or shortened performance times.

RESPONSIBILITY and REFUSAL: *Client* is responsible for any damage to and/or replacement costs of equipment owned or leased by **Dan** whether such damage is caused by *Client* or persons in attendance. *Client* is also responsible for any premium costs incurred by **Dan** for liability insurance for the specified event(s) listed above. **Dan** reserves the right to cease services at any time if **Dan** feels he is being treated abusively until the situation has been rectified.

ADDITIONAL PROVISIONS: *Client* also agrees to allow the use of any images or video **Dan** produces on **Dan**'s website or YouTube. **In case of violation by Client of any of the terms contained in this agreement, or if any payment stipulated to be paid is not paid when due, Dan has the right to declare this contract null and void. And Client shall pay to Dan 100% of the total fee(s) as liquidated damages.** The right to cancel this agreement pursuant to this paragraph shall be in addition to any and all remedies, including the right to sue in law or in equity in the event of litigation hereunder the prevailing party shall be entitled to any and all attorney's fees and costs incurred in the enforcement of the terms of this contract or for the breach thereof. This instrument contains the entire understanding between the parties and no statements, promises or inducements made by either party or agent of either party that is not contained in this written contract shall be valid and binding. Music selections are to be worked out prior to the event. **Dan** will make every effort to provide all music requested, but this is often not possible. Hence, **Dan** will make appropriate substitutions. This agreement may not be enlarged, modified or altered. Except in writing signed by the parties and endorsed thereon. *Client* may terminate this agreement only by notification in writing or email to **Dan**. It is hereby agreed that should *Client* elect to terminate this agreement, *Client* may reschedule at **Dan**'s discretion, pending availability. **No refunds on deposits with the exceptions stipulated above.** This contract is null and void if not received by **Dan** within 14 days of the contract date above. Please call with any changes or questions.

- a. Arrangements of any payments using a **credit card, debit card or check** must be made in advance of the engagement.

BY SIGNING BELOW, The parties agree to all the above provisions including the strictly enforced cancellation policy:

CLIENT: _____ **DATE:** _____ **DAN:** Daniel Kinney

Please return this signed & dated contract with the requested deposit by check within 7 business days.