

SongBook DJs

(A Service of Storybook Photography)

Entertainment Contract

AGREEMENT made this _____ day of _____, 20____, by and between _____, hereinafter referred to as the Purchaser, and Songbook DJs (A Service of Storybook Photography), 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:

The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

Songbook DJs (A Service of Storybook Photography) hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format. Songbook DJs (A Service of Storybook Photography) hereby agrees to render his professional services and is at all times to have complete control of his program.

The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s)

And time(s) of the event:

Date(s): _____.

Start Time(s): _____ AM/PM

Finish Time(s): _____ AM/PM

(5 hours minimum)

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 \$100 is required to secure the services of Songbook DJs (A Service of Storybook Photography) for the event. This amount shall be applied toward the Performance Fee.

The agreed upon performance fee is \$ _____ for the five hour time frame outlined above. Services requested that exceed the five-hour time frame will be charged at the rate of \$85 per hour, payable in advance of the event or \$100 per hour the day of the event. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

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 to find replacement entertainment at the agreed upon fees. Should Songbook DJs (a service of Storybook Photography) be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Songbook DJs (A Service of Storybook Photography) liability shall be exclusively limited to an amount equal to the performance fee and that Songbook DJs (A Service of Storybook Photography) 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 event unless the DJ cancels the event.

No performance on the event 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 Songbook DJs (A Service of Storybook Photography) 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.

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 event, if damage is caused by Purchaser or guest, members of his organization, event invitees, employees, or any other party in attendance, whether invited or not.

Please make all checks payable to Storybook Photography

It is understood that if this is a "Rain or Shine" event, The DJs 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 The DJ staff or any equipment in The DJs possession, The DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes) The 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 The DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Songbook DJs (A Service of Storybook Photography) reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

The Purchaser shall at all times have complete control, direction and supervision of the performance of Songbook DJs (A Service of Storybook Photography) at this event and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of the DJ. A written event/music planner or music request list must be received from the Purchaser and forwarded to Songbook the DJ at least two weeks prior to the date of the event for it to be included in The DJs programming guidelines. With or without the aid of an event/music planner or music request list, The DJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. The DJ will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the event.

Events within 100 miles roundtrip of Storybook Photography's headquarters will not be assessed a travel charge. Services requiring travel outside of this area will be charged a travel fee of \$50 + \$0.50 per mile for the roundtrip mileage difference. Locations in excess of 250 roundtrip miles will require an additional fee for overnight stay in a local hotel which will be determined based on the availability and current rates of hotels within the area of the event.

Special provisions & Additional Services Requested

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 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.

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: _____

Phone: _____

Songbook DJs (A Service of Storybook Photography):

Jamie Knox (Owner Storybook Photography)

Please make all checks payable to Storybook Photography