

DJ TY ABBOTT

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EXAMPLE PERFORMANCE AGREEMENT

Elite Package (5 Hours*):

- Includes: A consultation to map out the soundtrack for your wedding. Dual Speakers for Reception, Wireless handheld Microphone for Reception, Turntables, Dance lighting for Reception, Emceeing the event, Arrival 1 Hour before start time to setup music.

*Hourly rate of \$200/HR if additional hours are needed

TOTAL \$1200

Legal Disclaimers:

Non-Refundable Deposit Requirement and Cancellation Policy Every event requires a **50% deposit** in order to "save the date." In the case of a cancellation less than 30 days after the deposit has been paid, 50% of the deposit (25% of the total event amount) will be refunded. In the case of a cancellation more than 30 days after the deposit has been paid, then the entire deposit amount will be forfeited. If the event is cancelled less than 14 Day of the event date, the deposit is forfeited and the remaining balance will still be owed.

Event Date Postponement Policy In the case of an Event Postponement that occurs 30 days prior to the event date, a **surchARGE of 10%** of the total event amount will be added to the total contract amount in order to "save the new date." In the case of an Event Postponement that occurs *within* 30 days of the event date, a **surchARGE of 25%** of the total event amount will be added to the total contract amount in order to "save the new date".

Payments Final payment is due **day of event** date. A 10% collection fee is due on any amount left unpaid after the event date.

Onsite Meals DJs, unlike bands, do not take breaks. DJs should be provided with a meal and water service if meals and drinks are available to guests.

Table & Overhead Covering Please have the Venue arrange a Table at the location. If outdoors please provide overhead covering in case of rain.

Heating As low temperature environments are physically dangerous and pose hazard to one's health, if temperatures drop below 40 degrees Fahrenheit, DJ requires an indoor heated environment to perform. (Note that outdoor Heaters are not sufficient, especially for long periods). The DJ has the ability to stop performing until sufficient heating is provided.

Sub-Contractor Relationship, Damage and Liability Client agrees that the legal relationship created by this Agreement between DJ and Client is that of "independent contractor" as distinguished from "Employer-Employee." Therefore, Client agrees that DJ is not responsible for the actions of said event's guests, or liable for any loss, damage or injury to persons or property resulting from the negligence or misconduct of the Client or guests. Client is fully responsible for any damages to and/or losses incurred by DJ due to any unreasonable or illegal activities and/or circumstances created by Client, persons attending, sponsors or persons able to gain access to the event. DJ is responsible for its own negligence or misconduct.

Power Requirements Power must be available within reasonable reach of where the DJ is expected to setup. A typical setup requires only one standard 15amp wall outlet, for this event it would be advised for 2 Power Generators or up to 8 outlets of power.

Safe Working Environment A safe working environment must be provided at all times for the DJ to perform. This namely includes avoidance of dangers of falling and weather-related hazards. If an unsafe working environment is provided, DJ has the ability to stop performing until unsafe environment is remedied.

Venue and Security DJ has no control over the chosen venue or event location, DJ is not liable for failures to perform

from causes resulting from venue or event location actions, including, but not limited to: Power Failures, Labor Disputes, or Construction. Location of DJ system should allow the equipment to be rolled into position. Client shall provide adequate security, if applicable, for the protection and safety of the DJ, personnel working with the DJ, and DJ's equipment/property

Parking One parking spot needs to be provided for the DJ. If a parking spot is not provided, DJ will self-park and present receipt for payment in cash at the event.

DJ Substitution Clause In the case of an emergency, sickness, or event beyond the control of DJ that would cause the scheduled DJ to become unavailable for the event, the Client will be notified immediately. DJ will provide a qualified replacement DJ, subject to client approval, of equal caliber for the event.

Terms of Contract THIS AGREEMENT SUPERSEDES all other agreements, either oral or in writing, between the parties hereto, and contains all the covenants and agreements between the parties with respect to such performance of services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements orally or otherwise, have been made by any parties which are not embodied herein, and that no other shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed between the Client and DJ.

Act of God or Force Majeure DJ and/or DJ Company will not be liable for failing to attend or perform at or during a booking where the reason for non-attendance, late arrival, or early end time is caused by bad weather conditions (including rain or sun that causes equipment to overheat), natural disasters (such as earthquakes, floods, or fires), road closures, traffic accidents, vehicle breakdowns, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond the DJ or DJ company's control.

Limited Liability of DJ DJ and/or DJ Company can only be held liable for the total cost of DJ services or less and can not be held liable for any other expenses of any other vendors or event costs.

Guest Of Honor Clause The DJ is obligated to the guest of honor (example: bride and groom, birthday person (if over 18), etc.) Person signing this contract and/or paying the deposit understands that signing this contract and/or paying the deposit does not give them executive authority over the event and that the Guest of Honor is always the person/people with final authority over decisions regarding said event.

Contract Execution This Agreement must be signed below and initialed on the first page, dated and returned to **DJ** to secure the date and personnel for this event. This contract shall be rendered void unless a signed copy of this agreement and the indicated amount are received by indicated Due Date. Please complete any omitted information.

Payment Schedule

Date	Description	Amount
--/---/---	- Deposit to save the date	- \$600
6/23/2023	- Final Payment	- \$600

Payment Type	How To Use
Venmo/apple pay/zelle	@tylerabbott or phone number
Check	Written to Tyler Abbott

Client Signature

Date: _____

Tyler Abbott

Date: _____