



Please Return To:

ColorForce DJ Entertainment • 709 Adams Drive • Midland, MI 48642 • (989) 750-1399 • info@colorforcedj.com

Made _____(month) _____(day), 201_____, between _____(your name), hereinafter referred to as the Purchaser(s), and ColorForce DJ Entertainment, hereinafter referred to as the DJ.

WITNESSETH NOW THEREFORE

A non-refundable security deposit of 30% of the total agreed upon price is required when booking your event. This deposit is deducted from your total event cost and will show in your invoice. In consideration of the payment by the Purchaser(s) of \$_____(total agreed price of event) as well as the various promises and the agreements set forth below, the Parties agree and intend to be legally bound as follows:

- 1. ColorForce DJ Entertainment shall provide up to _____(hours of DJ Service) for the Purchaser(s) at the following location:

NAME OF EVENT VENUE:

Address _____ City _____ State _____ Zip Code _____

() - _____

Phone Number _____ Name of Hall/Ballroom _____

- 2. The DJ Service, referenced in Paragraph 1, shall be provided and accepted on the following date and time of the event.

_____ AM / PM
EVENT DATE ESTIMATED START TIME (circle one)

_____ AM / PM
EXPECTED NUMBER OF GUESTS ESTIMATED END TIME (circle one)

- 3. The DJ Service, referenced in Paragraph 1 shall consist primarily of providing musical entertainment by means of a downloaded MP3, WAV or FLAC music format.

- 4. ColorForce DJ Entertainment shall, at all times, have unmitigated control of its DJ Services.

- 5. If additional hours of DJ Services are requested after the finish time this agreement is executed, and ColorForce DJ Entertainment accepts said request, additional DJ Services will be charged at the rate of \$100.00 per hour, payable the day of the event. The parties understand and agree that it may not always be possible to provide additional performance time; ColorForce DJ Entertainment is under no obligation to accept an offer to purchase additional hours of DJ Services.

ADDITIONAL TERMS AND CONDITIONS

The agreement of the DJ to perform is subject to proven detention by accidents, transportation issues, riots, strikes, epidemics, any random acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by ColorForce DJ Entertainment to make it to the event or find a replacement entertainer at the agreed upon fees. Should ColorForce DJ Entertainment be unable to procure a replacement, Purchaser shall receive a full refund.

Purchaser(s) agree that ColorForce DJ Entertainment's liability shall not be liable in any amount of damage which exceeds the performance fee(s) recited above. Further, the Purchaser(s) agree that ColorForce DJ Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

Initials: _____

It is understood that if ColorForce DJ Entertainment subcontracts services for your event and any liability issues or breach of this contract occurs, the subcontractor is the responsible party. ColorForce DJ Entertainment is not responsible for the subcontracted services provided, equipment, or performance of services. Any and all issues, court costs, attorney fees and legal damages are the responsibility of the subcontractor, not ColorForce DJ Entertainment.

The DJ may take photographs and/or videos of the event to use for social media and internet display.

The Purchaser(s) and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. Cancellation 91 days or more from the event date will remain in good standing with the DJ and any payments will be applied to a future event date. In the event of cancellation by the Purchaser(s) within 90 days of their event date, the Purchaser(s) will forfeit their full security deposit as liquidated damages. In the event of cancellation by the Purchaser(s) within 21 days of their event date, the Purchaser(s) are responsible for the full price of the event, unless the DJ books another client in place of your event.

It is further agreed that the Purchaser shall be liable for any and all injury or damage 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 their 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; ColorForce DJ Entertainment's 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 ColorForce DJ Entertainment staff or any equipment in ColorForce DJ Entertainment 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, ColorForce DJ Entertainment 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 ColorForce DJ Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, ColorForce DJ Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide ColorForce DJ Entertainment with safe and appropriate working conditions. This includes a 10 foot by 8 foot area for booth setup. ColorForce DJ Entertainment requires a minimum of one 15-20 amp circuit outlet from a reliable power source within 25 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 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. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking and use of electric power.

The questionnaire provided with your written event/music planner or music request list must be received from the Purchaser and forwarded to ColorForce DJ Entertainment not less than 14 days prior to the date of the event for it to be included in ColorForce DJ Entertainment programming outline. ColorForce DJ Entertainment will attempt to play Purchaser's and Purchaser's guests music requests, conditioned upon availability.

In the event of non-payment, ColorForce DJ Entertainment retains the right to attempt collection through the courts. Purchaser agrees to be held responsible for all court costs, legal fees, and collection costs incurred by ColorForce DJ Entertainment. Purchaser shall be charged \$30 for each returned check, if checks are accepted at that time. It is agreed upon that Michigan law shall control all aspects of this Agreement.

Purchaser agrees to make all necessary arrangements to provide the DJ with access to the event venue not less than 2 hours before the engagement and 1 hour after the event for setup and takedown. ColorForce DJ Entertainment also requests ramp or elevator access between the parking/service entrance and the setup area. If Purchaser or venue requires ColorForce DJ Entertainment to complete setup more than 3 hours before the start time or to postpone takedown more than 1 hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Initials: _____

SPECIAL PROVISIONS AND 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 an 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.

This document, together with any attachments initialed by the parties, shall constitute THE ENTIRE AGREEMENT of the parties. This contract shall not be enlarged, modified or altered except in writing by both parties and endorsed hereon.

The laws of the State of Michigan shall govern this agreement. In the event that legal proceedings are initiated by either party, it is agreed that proper venue shall be in Midland, County Michigan.

Purchaser(s) agree to indemnify, defend, assume liability for and hold ColorForce DJ Entertainment from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to ColorForce DJ Entertainment's performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser(s) may not transfer or assign this contract to another party without the prior written consent of ColorForce DJ Entertainment.

THE PARTIES acknowledge they have read the above Agreement in its entirety, understand all of its terms and conditions, have had an opportunity to review the same with legal counsel, and agree to abide by the terms of this agreement of his/her own free will and consent.

_____ Legal First Name		_____ M.I.	_____ Last Name (current)	
_____ PURCHASER SIGNATURE			_____ DATE	
_____ Address		_____ City	_____ State	_____ Zip Code
_____ Email Address				
(_____) _____ - _____		(_____) _____ - _____		
Home Phone		Cell Phone		

FOR OFFICE USE ONLY:

_____ DJ SIGNATURE	_____ DATE:
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A return copy with DJ's signature will be returned to you by USPS mail or email. Contract is only valid and binding once signed and dated by a ColorForce DJ Entertainment representative.

Last Revision: April 11, 2017