



## CONTRACT AGREEMENT

This **AGREEMENT** made \_\_\_\_\_, **20** between Samuel Reyes d/b/a "**Awesome Music Entertainment**" (Hereinafter called "Operator") and "\_\_\_\_\_" (Hereinafter called "Client") binds the Operator to a \_\_\_\_\_ hour(s) term of service.

### Event Information:

Type of event: \_\_\_\_\_ Special theme: \_\_\_\_\_

Date of event: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

### Location Information:

Event Location: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (\_\_\_\_) \_\_\_\_\_ Cell #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

Contact Name or Event Coordinator(s): \_\_\_\_\_ Telephone #: (\_\_\_\_) \_\_\_\_\_

Approx # of guests expected \_\_\_\_\_ Average Age \_\_\_\_\_ Set up time \_\_\_\_\_

Name of Assigned DJ: Samuel "DJ Sammy" Reyes Cell #: (281) 827-7528

Preferred DJ Dress: Tuxedo \_\_\_\_\_ Suit \_\_\_\_\_ Casual \_\_\_\_\_ Theme \_\_\_\_\_ Other \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

### Fees:

Performance: \$ \_\_\_\_\_

Lighting/Fog: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Guarantee: \$ \_\_\_\_\_ (25% or \$150.00 minimum, whichever is greater)

Balance: \$ \_\_\_\_\_ (Weddings: Balance is to be paid in full 15 days prior to date of event by Check, M.O., Cashiers Ck, or Cash)  
(Others: Balance is to be paid in full prior to start of event by Cash only)



### Terms and Conditions of Performance Agreement:

- Awesome Music Entertainment (Operator) agrees to provide services, as desired and agreed upon by Client. To include a disc jockey (DJ) and/or master of ceremonies with quality music equipment (and lights/fog machine as defined in package selected).
- The Client agrees to be completely responsible for securing the facility where the event will be held as well as any permits, licenses, and/or authorizations that are required to allow the DJ to execute the terms of the agreement. The DJ will set up a minimum of one and a half hour before event begins. It is the Client who shall be responsible for the proper set up area for the DJ. A minimum of a forty (40) square foot area is necessary space, In the event of a late start time, the DJ is only obligated to the schedule time frame, exceeding this time frame is up to the discretion of the Operator. The price quoted will stand as is regardless of the event start time. Without having a reserved space could and will lead to a delay in the start time of the event. A dedicated 110-volt, 15-20 amp grounded electrical circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. Two SEPARATE circuits are preferred if the Client has contracted for lighting. This circuit must be free of all other connected loads.
- It is understood that if this is a "Rain or Shine" event, the Operator's compensation is in no way affected by inclement weather. For outdoor performances, the Client 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 Operators compensation will not be affected by such cancellation.
- 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 by the Operator to provide a substitute, you will be notified of such a change unless it is within that very day. With events being booked months in advance, such a contingency is impossible to foresee, but the Operator has a working agreement with certain DJ's for such an emergency. The Operators contract will remain enforced for that event, thus assigning the terms of the contract to a designated third party.
- Should the Operator be unable to procure a replacement, the Client shall receive a full refund. The Client agrees that in all circumstances, the Operator's liability shall be exclusively limited to an amount equal to the performance fee and that the Operator shall not be liable for indirect or consequential damages arising from any breach of contract.
- Any cancellation must be submitted to Operator no less than 30 days before the scheduled event by hard copy: letter or email. This is to provide each party with an actual statement clarifying the cancellation. Phone calls are not a reliable receipt of a cancellation. Failure to submit a written notice of cancellation will result in a bill for the total agreed amount sent to Client.
- Where the Client requires rescheduling, the paid guarantee will be transferred over and the terms of this agreement will stand, pending the availability of the DJ. If the DJ is unavailable, the Client is responsible for the following: 75% of the total service fee with less than 4 weeks notice; 50% for less than 8 weeks notice; and forfeiture of guarantee for notice any time earlier.
- The Client agrees to pay a nonrefundable guarantee of 25% or a minimum of \$150.00 (whichever is greater) of total contracted fee and sign a contract before event date is guaranteed. The fee for services provided shall be paid by the Client in U.S. Dollars, Official Bank Check, Money Order or Certified Funds made payable to "Samuel Reyes d/b/a Awesome Music Entertainment" (Operator). There will be a \$35.00 charge for each check returned insufficient.



- The Client agrees to pay the balance of the contract sum to the DJ upon arrival on the event date before services are rendered. In the event that Client fails to pay for services in accordance with the terms of contract, the Client forfeits the guarantee and agrees to pay the Operator the remaining balance and all attorney's fees necessary to collect the total contracted fee.
- An additional fee of \$\_\_\_\_\_ will be charged for every additional hour of services rendered beyond the agreed time period. The payment must be paid to the DJ before the additional extra hours are provided.
- The cost of repair or replacement of the DJ's equipment damaged by the Client, his/her guest(s), his/her agent(s), if there is no insurance with the establishment hosting the affair, by it's employees or the improper or negligent functioning of it's facilities, will be reimbursed by the Client.
- It is the responsibility for the Client to maintain proper conduct of their guests. Any hardship or harassment to the DJ will not be tolerated. If in the event of such an occurrence, the DJ will contact the Client and a speedy resolution should be reached. It is Awesome Music Entertainment's (Operator and DJ) position that if no resolution can be reached, the Operator and DJ shall be granted the use of their own discretion as whether to terminate playing or to continue. If the Operator and DJ decide to terminate playing, all fees paid will not be refunded.
- Should any injuries be inflicted to the DJ as a result of deliberate or negligent behavior or omissions of the Client, or his/her authorized representative(s), agent(s), or guest(s), the Client shall be obligated to pay the full amount of damages, including any attorney fees and court fees.
- By executing this contract as the Client, 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.
- The laws of the State of Texas shall govern this agreement. In the event of suit involving or relating to this agreement, the Client agrees that venue will be in Harris County. The Client agrees to defend, indemnify, assume liability for and hold Awesome Music Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the DJ'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. The Client may not transfer this contract to another party without the prior written consent of the Operator.
- This agreement is not binding until signed by both parties and the Operator has received it. Any changes must be written and signed by both the Client and the Operator. 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. Awesome Music Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, Awesome Music Entertainment does not waive their right to exercise those options at a future date.

**I HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS. I HERETO PROMISE TO ABIDE BY THE TERMS OF THIS AGREEMENT AND INTEND TO BE LEGALLY BOUND THEREBY.**

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
(CONTRACTING CLIENT)

Operator Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SAMUEL "DJ SAMMY" REYES – OWNER/OPERATOR)