



1105 9th Ave. Ste. A
Milton, WA 98354
Email: adam@adamsdjservice.com
(253)952-2156 Office
(425)652-6690 Cell

This contract/agreement for musical entertainment, written & dated _____ is made between the undersigned client (purchaser of the DJ's services) and **ADAM'S DJ SERVICE [ADJS]** (authorized agents for the assigned or contracted Act or DJ): **Adam Tiegs or a representative of the agency to be specified.** This contract is null and void unless a Retainer or reservation fee is provided and both parties sign this Agreement.

1. Place of Event: _____
2. Date of Event: _____
3. Setup, Starting & Finishing Time: _____
4. Type of Event (Package): _____
5. Upgrades / Notes: _____

Compensation Agreed Upon (Package + Upgrades - Discounts): **TOTAL = \$** _____
(If an invoice or W9 is required for payment, please notify us in advance to avoid any late fees.)

RETAINER: \$ _____ **(Minimum 50% of Total)** Payable to Adam's DJ Service by Cash, Check, Credit Card, Pay Pal or Money Order, unless waived. The Retainer (reservation fee) must be received, and on a first come-first serve basis, with a signed contract in order to secure the date. **Retainers are non-refundable.**

BALANCE: \$ _____ **(Due 7 days prior to event date)** ADJS will accept CASH, Check, Credit Card, Pay Pal or Money Order, payable to Adam's DJ Service. Returned checks will result in an additional \$50 fee. Late payments of the balance beyond the event date will be subject to a daily \$50 late fee, unless negotiated differently ahead of time. **(Full Amount Due if booked within 30 days of the event.)**

7. **COMMUNICATION:** **ADJS will contact the client two to four weeks before the event to arrange to meet and/or discuss all the final details (including the planner form). If there are any important things the client does not want left out, this will be the best time to bring them up. Wedding packages include a final meeting face-to-face with the assigned DJ, if and when possible.** If contact information changes between the time of booking and the event, the client must notify Adam's DJ Service of the changes. Changes to the plan after the final planning meeting or during the event must come directly from the client.

8. **OVERTIME:** If and when agreeable to the client and the assigned or contracted act, the time of engagement may be extended at the pro-ratable overtime rate of \$200.00 per hour, to be paid prior to the overtime period.

9. **CANCELLATION** of the engagement by the client for any reason must be received no later than one week prior to the date of the engagement to avoid paying the balance. A client canceling within a week of their event is still responsible for paying in full. A client canceling their event by phone must also verify the cancellation in writing (via dated mail or email). Date changes are permitted, but with a penalty equaling the retainer or 50% of the total agreed upon. The agency can cancel at any time, any date for any reason.

10. **PROVISIONS:** The client ensures that: (A) the client, place of engagement or caterer shall provide **a minimum 10'x6' area** within **50' of a grounded electrical outlet (Edison) on a dedicated circuit**, for each setup; (B) the place of engagement is open and **available to the DJ for setup at least 2-3 hours before** the scheduled starting time (including 1 hour teardown); (C) the place of engagement meets all state and federal safety regulations and has any and all necessary music licenses and performance permits; (D) for all outdoor performances, unless waived by the DJ, **a tent or similar overhead protective covering must be provided** to prevent damage to the DJ's equipment or person in the event of adverse weather conditions (20% chance of rain or greater); (E) The client also agrees to **pay all costs** associated with the DJ and his ability to perform, including, but not limited to, **parking**, union fees and venue related fees. **(F) Reasonable steps will be taken to protect the DJ and/or his equipment**

from any type of abuse, disrespect, theft or damage resulting from this booking. In the unlikely event of circumstances deemed by the DJ to present any threat of harm to the DJ's equipment or person, the DJ reserves the right to cease performance until the client has resolved the threatening situation and if necessary will call the police. (G) The DJ reserves the right to deny any guest access to the DJ's equipment. (H) Any legal action resulting from a dispute between the parties on this contract must be filed in Pierce County (WA) District Court, and will be governed in accordance with the laws of the State of Washington. (I) ADJS customarily provides an assistant or additional staff to ensure professional operation, timely setup/teardown, and overall event support. When meals are provided to vendors, the client agrees to include the DJ and any assistant(s) or staff present in the meal count.

11. DEATH: If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the act is unable to perform as contracted, every effort will be made by the agency (if so notified and if time & circumstances permit) to provide a substitute act to perform in place of the canceling act, at the same fee & terms. If no acceptable substitute act can be found (or accepted by the client), the agency and the act agree to refund any and all payments made by the client as soon as able (after the life insurance check clears!). Upon such refund, this contract becomes null & void with no further legal recourse against the agency.

12. LATE: If the act is late starting due to unavoidable detention (traffic, weather, accident, flat tire, auto failure, etc.) the client has the option to add that amount of time to the end of the function at no charge or deduct a pro-rated refund from the balance due.

13. INJURY/DAMAGE/ETC.: In no event shall the agency be held liable for any personal injury, property damage or subjective performance-related complaints or for any other mishaps occurring at the function that are directly or indirectly the fault and/or responsibility of the act, including equipment failure. The act and the client agree to indemnify and hold the agency harmless against any and all claims for damages. If an accident is caused by the client or guest(s) of the client that causes any injury or damage to the act or agency's equipment, the client will be responsible. The agency does carry insurance in the rare case an accident may occur.

14. MUSIC: It is the client's responsibility to fill out planner form provided to them by the agency, to help the agency understand the general or specific interests of music for the client's event. Otherwise music will be played at the agency or act's discretion. **If there is a need for specific music to be played that the act or agency doesn't have in their collection, that music must be provided by the client no later than 1 week prior to the day of the event in the form of a CD, thumb drive or nearly any other method of sharing digital files or guarantee internet access at the venue for any streaming or downloading of music on the fly.**

15. APPEARANCE: The DJ will dress appropriately for the event (style/colors), as indicated on the planner form.

I, the undersigned, have read this document and do fully understand and agree to the terms and conditions set forth herein.

<u>Agent</u>	<u>Client(s)</u>
Names: Adam Tiesg	_____
Address: 1105 9 th Ave. Suite A	_____
Milton, WA 98354	_____
Phones: 253-952-2156 office	_____
or 425-652-6690 cell	_____
Emails: adam@adamsdjservice.com	_____

<u>Agency Signature</u>	<u>Client Signature</u>
X _____	X _____

Referred by: _____
(Please tell us how you found Adam's DJ Service)