

# Smooth Sounds

## Disc-Jockey Services

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### Entertainment Agreement

**The Parties:** This Agreement is for mobile disc jockey entertainment services for the event described below, between the undersigned Smooth Sounds.

**Job Description:** Smooth Sounds agrees to furnish a complete sound system and selection of recorded music as requested by the Client according to the following specifications:

Client Name: \_\_\_\_\_

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

Day Tel. No.: \_\_\_\_\_ Evening Tel. No.: \_\_\_\_\_

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

Place: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ Stop Time: \_\_\_\_\_

Other important information: \_\_\_\_\_  
(i.e. directions can continue on back)

Options Included(Y/N):  
Dinner Music\_\_\_ Lights\_\_\_ Fog\_\_\_ Mic/MC\_\_\_ Client Request Sheet(enclosed) \_\_\_

**Provisions:** The Client shall ensure that: (1) performance facility's setup area is within 25 feet of at least one, preferably 2, 110-volt outlets 20 amps each (3 prong grounded); (2) facility is open at least 90 minutes prior to scheduled start time; (3) they have chosen the most direct and secure route from unloading area to performance area; (4) reasonable steps will be made to control the crowd when necessary; (5) for outdoor performances, shelter is provided that completely covers and protects Smooth Sounds equipment from adverse weather conditions.

**Liability:** In order to prevent liability resulting from accidental injury to any individual attending this performance, Smooth Sounds reserves the right to deny any guest access to recordings or equipment. Client accepts full responsibility and is liable for any , injuries, or delays that occur as a result of failure to comply with these provisions. In the event of circumstance deemed by DJ to present a real or implied threat of injury or harm to the DJ, equipment, or recordings, then it will be the Client's responsibility, upon notification, to take action to remedy the situation. If no action is taken, the DJ reserves the right, in extreme instances, to cease performance until such time as Client resolves the threatening situation. Smooth Sounds assumes no liability for injuries to the client or guests.

**Music Selection:** Smooth Sounds encourages the Client to request specific music selections to play during this performance and to submit requests at least two weeks before the performance. Smooth Sounds will make every effort to play all requests made by the Client, but cannot be held responsible if specific selections are not played due to lack of availability. Client and guests are welcome to ask Smooth Sounds to choose requests. Unless otherwise specified by Client in writing, Smooth Sounds reserves the right to deny requests made by guests based on popularity, dance-ability, and demographic appeal. The remaining music played will be selected according to the aforementioned criteria.

**Delayed Performance:** In the unlikely event that Smooth Sounds is unable to perform during the entire agreed upon time period, either due to travel, equipment, or other unforeseen difficulty, liability is limited to a) providing Client with performance time equal to time lacking or b) a refund proportional to time lost or a full refund if problem with system is not remediated.

**Cancellation:** This agreement cannot be canceled or modified except in writing by either the Client or Smooth Sounds. For cancellations less than 10 days prior to the event, Client is responsible for the total fee OR Client must sign a new Entertainment Agreement with Smooth Sounds within two weeks of cancellation for a substitute engagement performed in the following 6 months. For cancellations made by Smooth Sounds, Smooth Sounds will provide the following provisions, a) a full refund if payment had

already been made, b) at least a 20% discount on the clients next booking with Smooth Sounds, and c) Smooth Sounds will do everything in its power to find another DJ to perform at the clients event. Rescheduling for events canceled due to inclement weather shall be accommodated whenever possible. Rescheduled events are subject to availability.

**Overtime Costs:** When feasible, Client request for extended playing time during event will be accommodated. Overtime request may be made in half-hour increments at a cost proportional to agreed price per half-hour. Payment for overtime is due the date of the event, and may be made by the agreed payment methods.

**Payment Terms:** Total fee agreed upon by Client and Smooth Sounds is \$\_\_\_\_\_ ; tax included. Smooth Sounds is holding a tentative reservation for Client's event until the signed contract has been received. To confirm this Agreement, return one signed and completed copy with or without the optional total fee AS SOON AS POSSIBLE. The entire balance is due no later than the date of the event, unless payment method otherwise arranged is indicated at the end of this contract. Smooth Sound Systems reserves the right to require a deposit to secure the booking. Bookings will be made on a first come, first serve basis. Client will be notified upon confirmation of the event as soon as possible as all events are subject to availability. Acceptable payment methods are cash, check, or money order payable to Jared Rall.

**Please retain a copy of this Entertainment Agreement for your records. CHOOSE A PAYMENT OPTION, SIGN BELOW, AND RETURN THE OTHER COPY TO THE ABOVE ADDRESS.**

Please check your payment option:

Full payment is enclosed.

Full payment will be rendered no later than the end of the event.

I represent a school or nonprofit affiliation and will personally arrange payment to be mailed to the above address as soon as possible.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Smooth Sounds Disc-Jockey Services: \_\_\_\_\_ Date: \_\_\_\_\_