

# DJ Dave Kish & The Digital Revolution

Lynks Consulting, L.L.C, t/a: **DJ Dave Kish** 44 Kyle Drive, Lopatcong, NJ 08865-7313 • (908) 213-1681 • kishdh@msn.com

## Entertainment Agreement

Event Date/Time: \_\_\_\_\_

Purchaser: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agreement made this day between the company; "DJ Dave Kish" (herein called "DJ") and the above listed party(ies) (herein called "Purchaser").

### IT IS MUTUALLY AGREED THAT:

1. The DJ will furnish and Purchaser will accept, for the engagement described herein, the services comprising of Professional Disc Jockey Entertainment during the hours stated above.

2. Event Location: \_\_\_\_\_

3. Entertainment Package & Options: \_\_\_\_\_

All Packages Include:

DJ Entertainment  
Master of Ceremonies  
Library of over 15,000 Songs  
Giveaways (if requested)  
Enhancing Light Show

4. Total Agreed Price: \_\_\_\_\_

5. Service Extension: In the event Purchaser desires that DJ services be extended, a service extension shall be provided at a rate of \$50 per half hour.

6. Retainer: A minimum \_\_\_\_\_ retainer (50%) is required to secure DJ services for the engagement date(s). This amount shall be subtracted from the total price of the engagement.

7. Balance: Purchaser shall pay the balance of \_\_\_\_\_ in full, upon event start, unless alternate arrangements are made in advance.

8. Purchaser Cancellation: Events cancelled within 150 days of the event will be refunded in full. Events cancelled within 120 days of the event are subject to deposit retention. The deposit will be refunded in full if another booking can be secured for the engagement date listed above.

9. Employment: It is agreed that the DJ executes this agreement as an independent contractor and is not an employee of the Purchaser.

10. Equipment / Personnel: The DJ shall at all times have complete supervision, and direction over the services, materials, and equipment used by the DJ on the engagement described herein.

11. Release: Purchaser grants the DJ unconditional release for the use of their name, photographs, or audio and/or video recordings taken at herein-described event for the purpose of the DJ's advertising or promotion, unless otherwise stated prior to the event.

12. Damage / Injury: In the event of circumstances deemed by the DJ to present a threat or implied threat of injury to the DJ or equipment in the DJ's possession, the DJ reserves the right to cease performance. In the instance where the event is terminated early due to such circumstances, Purchaser will be responsible for payment in full. It is understood and agreed that the Purchaser agrees to provide crowd control if warranted. Purchaser will be liable for any loss or damage to any property belonging to the DJ that is caused by Purchaser or his/her guests, customers, students, etc.

13. Outdoor Events: If any portion of the event will take place outdoors, the DJ and equipment must be positioned in an area that is sheltered from rain. The DJ reserves the right to NOT perform if adequate shelter is NOT provided. In the event of an electrical storm, the event must be suspended and the equipment shut down for the safety of the equipment and guests. There are no refunds for suspension or cancellation of events due to weather. Time may be added at the end of the event to make up for suspended time at the sole discretion and availability of the DJ.

14. DJ Cancellation: In the event that the DJ is unable to perform, the DJ will provide a suitable replacement at NO additional charge for the event described. If the DJ is unable to provide a replacement, ALL collected fees will be refunded within FIVE business days of the event.

15. DJ Set up: A minimum area of 4' x 8' for set-up and a minimum of one 6' table. The setup area should be within 50 feet of a reliable power source. One 15 amp, 110 volt circuit (Two 15 amp, 110 volt circuits when club-style lighting is included.)

16. NJ State Agreement: This agreement shall be considered to have been made in the State of New Jersey and shall be interpreted, and rights and liabilities determined, in accordance with the laws of the State of New Jersey. If any of the provisions of this agreement are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

17. Legal Contract Age: This contract constitutes the entire agreement between Purchaser and the DJ. This contract may not be modified unless amended in writing and signed by the

Purchaser and DJ Coordinator. This contract must be signed by someone 18 years of age and older.

Purchaser's Signature : \_\_\_\_\_ Date: \_\_\_\_\_

2nd Purchaser's Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Booking DJ Signature : \_\_\_\_\_ Date: \_\_\_\_\_