

# DJ Dave Kish

Lynks Consulting, L.L.C, t/a:

**DJ Dave Kish** 44 Kyle Drive, Lopatcong, NJ 08865-7313 / 908.763.2949 / 908.213.1681 / kishdh@gmail.com

## Entertainment Agreement

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

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

\_\_\_\_\_

\_\_\_\_\_

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 provide and the Purchaser shall accept services described herein for the hours stated above.

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

3. Selected Package and Options: \_\_\_\_\_

Professional DJ Entertainment

Master of Ceremonies

Library of over 15,000 Songs

Giveaways (if requested)

Enhancing Light Show

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

5. Service Extension: Service extension shall be provided at a rate of \$50 Per Half Hour.

6. Retainer: A minimum \$ \_\_\_\_\_ retainer is required to secure services for the engagement. This shall be subtracted from the total agreed price price.

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

8. Cancellation: Events cancelled within 5 months of the event will be refunded in full. Events cancelled within 3 months of the event are subject to deposit retention. 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 herein. If the DJ is unable to provide a replacement, ALL collected fees will be refunded within FIVE business days of the event.

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 will have complete supervision over his/her services, materials, personnel and equipment used during the engagement described herein.

11. Release: The Purchaser grants the release of their name, photographs and video taken at the event described herein for advertising and promotional use unless otherwise stated in writing prior to the event.

12. Damage/Injury: The Purchaser agrees to provide crowd control. In the event of perceived threat of injury or damage (as perceived by the DJ) the DJ reserves the right to cease performance. No refunds of any kind will be provided for performances stopped due to perceived threat. The Purchaser is liable for any loss or damage caused by the Purchaser and/or his/her guests, customers, students, etc. during the event described herein.

13. Outdoor Events: If any portion of the event described herein occurs 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. Equipment will be powered-off in the event of an electrical storm. There are no refunds for suspension or cancellation of events due to weather. Time may be added at the end of the event to compensate for suspended performance at the sole discretion and availability of the DJ.

14. Minimum Set up requirements: 4' x 8' area, one 4' to 6' table, one 15 to 20 amp, 110 volt circuit within 50' of the setup area (two circuits are required for additional lighting).

15. 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.

16. Legal Contract Age: This is a binding agreement between the Purchaser and DJ. All changes must be made in writing and signed by the Purchaser and DJ. By signing below, the Purchaser agrees to these terms and confirms that he/she is 18 years of age or older.

Booking DJ's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_