Throw Yo Hands up Entertainment

ENTERTAINMENT AGREEMENT

Disc Jockey

The Parties: This agreement outlines mobile disc jockey entertainment services for the event described below, between the undersigned Client and Throw Yo Hands Up Entertainment, Inc. Throw Yo Hands Up Entertainment, Inc. from here on will be described as "DJ" within the contract

Client Name &/or Organization Address of Client:				
Primary Tel. No.: E-mail of Client:				
Date of Event: (/ /)	Guest Count:			
Event Type: Wedding School	Family Gathering Corporate	Other;		
Location or Address of Event:	1			
Guest Arrive:	End Time:	Setup Time:		

Terms of Agreement:

Item #1

Payment Terms: Payment must be paid by the date of the event. We accept cash, checks or money orders. Make checks payable to "Throw Yo Hands Up Entertainment". The total fee agreed upon by the Client and DJ will be shown in Item #8. *Gratuities are accepted but not required.* \$50 is customary.

Down Payment: for all events, a \$150 non-refundable down payment of the agreed price is due at the signing of the agreement.

Payment Options: (1) Pay the full agreed amount on the day of the event (Preferred). (2) The full payment for the event maybe paid at the signing of this agreement. (3) Pay in installments, up to three installments. Client is responsible for paying due amounts. No bills will be sent. All payments are due by event day. Please check the payment option box under Item #8.

Failure of Payment: If payment needs to be collected after the event date, a fee of \$50 will be added. For returned checks Client will pay returned check fee. Refusal of payment, see legal action Item #3.

Throw Yo Hands Up Entertainment www.throwyohandsupentertainment.com 821 Vernon St. Manchester MI 48158 734-649-9614 - <u>Handsupdjservice@yahoo.com</u>

Item # 2

Cancellation: If the contracted event is canceled by the client, we will obtain full rights to the non-refundable down payment of \$150. which is also considered the cancelation fee. Any amount paid over \$150 will be refunded. If the event is cut short, DJ has full rights to agreed payment terms. No percentage will be refunded.

- *Property inconvenience*; if DJ is unable to perform the day of the event due to power problems or any other issues of the building, the client is liable for the \$150 non-refundable down payment.
- *DJ initiates cancellation;* Greater than 60 days \$200 will be paid towards the purchase of a different DJ service; Cancellation less than 60 days, \$500 will be paid to client.
- *Unavoidable cancellation*; Acts of God are considered unavoidable, i.e. auto accident, debilitating illness/death, extreme weather conditions. These are uncontrolled day of reasons we will not be able to perform.

Item #3

Provisions: The Client shall ensure that:

- 1) Performance facility provides DJ with a sturdy covered table within 25 feet of two electrical outlet (3 prong grounded);
- 2) Facility is open at least 2 hours prior to scheduled start time, for setup;
- 3) Facility must meet all federal and state safety regulations and have all appropriate music licenses and performance permits. Any violations are NOT the responsibility of Throw Yo Hands Up Ent;
- 4) We are not liable for damages caused to the facility.
- 5) If damage is caused by the Client or the Client's Guests he/she will be liable for the full MSRP (cost) of damaged equipment;
- 6) *Outdoor performances*, shelter shall be provided that completely covers and protects equipment from adverse weather conditions. Includes a hard surface away from lose dirt, grass, water, & extreme dust;

Item #4

Legal Action: This agreement is made in and subject to the laws of the State of Michigan. Legal proceeding concerning this agreement shall be in an appropriate court of law between the Client and DJ in case of breach of Contract or nonpayment. **It is agreed that liquidated damages to the plaintiff will be no more than the amount agreed upon in this contract.** If the Client or DJ breaches this contract, they shall pay the amount agreed upon, in addition to damages, 5% interest thereon plus a reasonable attorney's fee.

Display Rights: Client in signing this agreement is acting as agent for all attendees of the event which grants DJ all rights for display and advertising use of all multimedia produced at the event. Client agrees to assure and hold DJ harmless for any loss, damage, or liability for infringement of any rights arising from multimedia use.

Item # 5

Rates and Fees

Rates: DJ reserves the right to charge by event package rather than hourly rate. Hourly rate \$150. *Overtime*: \$100 per half-hour. Overtime will be granted up to 3AM.

Ceremony Services: \$125 per event. If ceremony is off sight from reception add \$25.

Outdoor Charge: \$50 outdoor charge. Events where DJ is exposed to the elements of nature Travel Costs: \$125 will be charged if travel is over 1 hr. or if event is scheduled to 1:30AM.

Item #6

Play List: Client may request an unlimited amount of songs. We ask that you include song title and artist/group. A "DO NOT" play list will also be accepted. Send all requests by email no later than two weeks in advance of event date, so DJ may compile requests. Request are always taken on-the-spot. On-the-spot request are granted when possible. Need help selecting music, the "most requested" list can be sent via email.

Announcements: If announcements need to be made, a list must be presented by the Client two week before the event. General times need to be present on the list of announcements. The DJs may need to have names pronounced correctly to them before the start of the event.

Item #7

Preferences of the Client:

Enter	rtainment: s	ng to be consider oft music; dinner the dance floor	er/cocktail mus	ic & light rock	/pop	ll that apply;
		How interactiv Standa				
	•	se inform the DBusiness C		,	Tux	
List any	games, cont	ests and specia	al dances you'd	d like the DJ to	o host:	
	•	colors designat		(rustic/vintage, seaso		ie, decade, regional, cultural)
		music that best			002	20003
50	J's	60's Rock	70's	80's	90′s	2000's
		Disco				
U	iuies	DISCO	MOIOWII	Ouici		•

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-What type of music should NOT be played? (Include a DO NOT list with in your requests)

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Item # 8		
	Custom Price	
Party Package \$895	_ Standard Package \$77	75 Economy Package \$650 _
		andard (\$75) Party (\$100)_
Wedding Ceremony Ch	narge (\$125)	Up-Lighting (\$200)
Off site Ceremony Cha	rge (\$25)	Monogram (\$35)
Additional Speaker (\$5		Cake Spotlight (\$25)
Additional Sound Syste	em (\$115)	Pillars & Spots (50)
Outdoor Charge (\$50)		Black-light (\$35)
Travel Charge (\$125)		Fog Machine (\$45)
DJ is entitled to one fre	ee meal Y/N	Laser Lights (\$20)
Additional Upgrades (S	see price sheet for products	s and prices)
	Installments Dates (3);	-,,
Total \$Dow	n Payment \$	Due Amount for this event is \$
		
THIS CO	ONTRACT IS NOT BINDII	NG UNLESS CLIENT SIGNS!
Clients Signature:		
Throw Yo Hands Up E	ntertainment: <u>Haro</u>	n Helber
Digital signature is binding		
	ent would like to add to this	s contract?

Throw Yo Hands Up Er	tertainment		non St. Manchester MI 48158	
Date of Event	Make checks Payable Throw Yo Hands Up Entertainment		o Hands Up	
Invoice#		Customer		
Description of Event	Event Type	Service Provided		Price
Party Package	Wedding	Disc Jockey	Pillars W/ Spotlight	
Standard Package	School	Photo Booth	Travel Charge	
Economy Package	Corporate	Both DJ & Photo Booth	Laser Light	
Elegant Package	Private	Equipment Rental	Black Light	
Classic Package	Holiday	Ceremony	Outdoor Charge	
Fairytale Package	Donation	Uplighting	Mobile Generator	
Hourly Photo Booth	Other	Monogram	Other:	
Equipment Rental		Cake Spot Light		
				Total

Communication Schedule

Owner Aaron Helber 734-649-9614

Initial meeting, contract signing, & down payment – Date:

Contract sent via email – Date:

First check-in email (6 weeks to event) - Date;

Second Check-in email [customer sends in questionnaire & playlist] (4 weeks to event) – Date:

Final email, send customer EVENT PLAN for review and edits – Date:

Floor Plan

Suggestions & Ideas