

# **Throw Yo Hands up Entertainment**

## **ENTERTAINMENT AGREEMENT**

*DJ & Photo booth*

**The Parties:** This agreement outlines mobile disc jockey & photo booth entertainment services for the event described below, between the undersigned Client and Throw Yo Hands Up Entertainment, Inc. "We" will now describe Throw Yo Hands Up Entertainment, Inc.

**Client Name &/or Organization:** \_\_\_\_\_

**Address of Client:** \_\_\_\_\_

**Primary Tel. No.:** \_\_\_\_\_ **Secondary Tel. No.:** \_\_\_\_\_

**E-mail of Client:** \_\_\_\_\_

**Date of Event:** (    /    /    ) **Guest Count:** \_\_\_\_\_

**Event Type:**    \_\_\_ Wedding            \_\_\_ Family Gathering            \_\_\_ Other;  
                         \_\_\_ School            \_\_\_ Corporate            \_\_\_\_\_

**Location or Address of Event:** \_\_\_\_\_

**Guest Arrive:** \_\_\_\_\_ **End Time:** \_\_\_\_\_ **Setup Time:** \_\_\_\_\_

### **Terms of Agreement:**

#### **Item # 1**

**Payment Terms:** Payment must be paid by the date of the event. If the event is cut short, we have full rights to the agreed payment terms. No percentage will be refunded. We accept cash or checks. Make checks payable to "**Throw Yo Hands Up Entertainment**". The total fee agreed upon 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. (2) The full payment is paid at the signing of the contract. (3) Or lastly, choose to pay in installments, up to three installments. Client is responsible for due amounts. No bills will be sent. Any remaining balance is due on the 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 #4.

#### **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 cancellation fee. If any amount paid over \$150, will be refunded.

**Throw Yo Hands Up Entertainment DJ Service**  
**734-649-9614 - [Handsupdjservice@yahoo.com](mailto:Handsupdjservice@yahoo.com)**  
**821 Vernon St. Manchester MI 48158**

*Property inconvenience*; if we are 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. We will seek additional compensation from the property owner if non-performance is directly caused by facility or its owner.

*We initiate cancellation*;

-Greater than 60 days, \$200 will be paid towards the purchase of a different service,

-Less than 60 days, \$500 will be paid towards the purchase of a different service,

We will refer comparable services. This agreement is void after client receives the cancellation payment.

*Unavoidable cancellation*; Acts of God are considered unavoidable, i.e. auto accident, debilitating illness/death, extreme weather conditions.

*Photo Booth malfunctions*; For every 15 minutes of troubleshooting, we will extend performance time of the same amount. If equipment malfunctions to the extent of non-performance we will agree on payment based on performance time.

### **Item # 3**

**Provisions:** The Client shall ensure that:

- 1) Performance facility provides DJ and Photo Booth with two sturdy covered tables 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 will NOT be the responsibility of Throw Yo Hands Up Entertainment or its employees;
- 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 loose dirt, grass, water, & wind;

### **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 Throw Yo Hands Up Entertainment 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 we or the client 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 members of the event and guests which grants us all rights for display and advertising use of all multimedia (photo & video) produced at the event. Client agrees to assure and hold Throw Yo Hands Up Entertainment harmless for any loss, damage, or liability for infringement of any rights arising from multimedia use.

**Item # 5**

**Rates and Fees**

*Rates:* We reserves the right to charge by event package rather than hourly rate. Hourly rate \$125. *Extra time:* \$55 per half-hour. Overtime will be granted up to 3AM. Idle time over 1 is \$25 per hour

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

*Outdoor Charge:* \$50 outdoor charge. Events where equipment is exposed to the elements.

*Travel Costs:* \$125 will be charged if travel is over 1 hr. or if event is scheduled to 1:00AM.

**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 DJ may need to have names pronounced correctly to them before the start of the event.

**Item # 7**

**Preferences of the Client:**

-Is the Disc Jockey going to be considered Entertainment or a Performer? *Check all that apply;*

Entertainment: soft music; dinner/cocktail music & light rock/pop

Performer: keep the dance floor packed with the best party music

**Guest Engagement** - How interactive would you like the DJ to be with guests.

None  Some  Standard  Engaging  Interactive  Constantly

*Disc Jockey:* Please inform us on the *dress* of the event;

Casual  Business Casual  Semi-formal  Tux

*Booth Attendant:* Please inform us on the *dress* of the event;

Casual  Business Casual  Semi-formal  Tux

-What, if any, are the colors designated for the event? \_\_\_\_\_

-What, if any, is the theme of the event? \_\_\_\_\_

(rustic/vintage, seasonal, holiday, movie, decade, regional, cultural)

**Games, Contests and Special Dances:**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

-Choose top FIVE types of music that best fit your guests?

50's  60's  70's  80's  90's  2000's

Top 40  Rock  Hip-Hop  Country  Dance

Oldies  Disco  Motown  Other \_\_\_\_\_

-What kind of music does the Client **NOT** want played? Please provide DO NOT playlist

**Item # 8**

**Package Prices;** *I = included in price, X = add to total*

Elegant Package - \$1595\_\_ Classic Package - \$1395\_\_ Fairytale Package - \$1199\_\_

**Payment Terms - Disc Jockey:**

Lighting Package; Economy (\$50)_____	Standard (\$75)_____	Party (\$100)_____
Wedding Ceremony Charge (\$125) _____	Stand Covers \$(25) _____	
Off Site Ceremony Charge (\$25) _____	Pillars & Spots (\$50) _____	
Additional Speaker (\$50) X_____	Up-Lighting (\$200) _____	
Additional Sound System (\$115) _____	Monogram (\$25) _____	
Outdoor Charge (\$100) _____	Cake Spotlight (\$25) _____	
Mobile Generator (\$50) _____	Black-light (\$35) _____	
Travel Charge (\$125) _____	Laser Lights (\$20) _____	
	Fog Machine (\$45) _____	

-Additional Upgrades (See price sheet for products and prices) \_\_\_\_\_

**Payment Terms - Photo Booth:**

- One Hour - \$199 _____	Memento Frame (\$1.55-\$1.95) _____
- Two Hours - \$325 _____	Premium Prop Box (\$35) _____
- Three Hours - \$445 _____	42" TV W/ Slideshow (\$75) _____
- Four Hours - \$545 _____	Custom Welcome screen (\$35) _____
- Five Hours - \$645 _____	Travel Charge (\$125) _____
- Six Hours - \$745 _____	Outdoor Charge (\$50) _____
-Non-profit discount (\$10)	
-Sun.-Thurs discount (\$10)	Entitled to (two) free meal(s) _____
-Photos hosted on Facebook	YES / NO _____

-Payment options: Event Day \_\_\_\_\_ Contract Signing \_\_\_\_\_ Installments \_\_\_\_\_  
Dates (3); \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

-Total \$ \_\_\_\_\_ Down Payment \$ \_\_\_\_\_ Due Amount for this event is \$ \_\_\_\_\_  
Contract sent on \_\_\_\_\_

Clients Signature: \_\_\_\_\_

Throw Yo Hands Up Entertainment: Aaron Helber

*Digital signature is binding*

Is there anything the Client would like to add to this contract?

All additions are invalid unless initialed.

<b>Throw Yo Hands Up Entertainment</b>		Send Payments; 821 Vernon St. Manchester MI 48158	
<b>Date of Event</b>		Make checks Payable Throw Yo Hands Up Entertainment	
<b>Invoice#</b>		<b>Customer</b>	
<b>Description of Event</b>		<b>Event Type</b>	
<b>Service Provided</b>		<b>Price</b>	
Party Package	Wedding	Disc Jockey	
Standard Package	School	Photo Booth	
Economy Package	Corporate	Both DJ & Photo Booth	
Elegant Package	Private	Equipment Rental	
Classic Package	Holiday	Ceremony	
Fairytale Package	Donation		
Hourly Photo Booth	Other		
Equipment Rental			
Ceremony			
Owner Aaron Helber 734-649-9614			<b>Total</b>

**Communication Schedule**

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:

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# Floor Plan

Suggestions & Ideas

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