



EVENT BOOKING CONTRACT

PLEASE SIGN AND RETURN THIS CONTRACT TO:

DJ Circle Entertainment Inc.

6341 Canopus Ave

Orangevale, CA 95662

Office: 916-987-0480 Toll-Free: 877-352-4725 Cell: 916-346-7766

Email: info@djcircleent.com

Website: www.djcircleent.com

Agreement made on 10/3/2018 between
DJ Circle Entertainment Inc. and:

Erika Mueller (Cust #)
Graham Middle School

Home: (650) 207-1460

<u>Services Provided</u>	<u>Price</u>
School Event	\$895.00
(Qty 3) Dance Floor Lights	\$0.00
Referred Customer Discount (\$100.00)	
Wireless Microphone	\$0.00
Tax:	\$0.00
Total amount for services:	\$795.00

Non-Refundable Retainer of \$0.00 is paid

Printed on 10/3/2018

To provide services for the above client on the date of 10/26/2018 between the hours of 6:30 PM to 8:30 PM for a Middle School Dance to be held at the following location(s):

Graham Middle School

1175 Castro St

Mountain View, CA 94040

Required Non-Refundable Retainer of \$195.00

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser as named above hereby engages the DJ Circle Entertainment to provide a DJ Service. The service to be performed at Event Location as noted above.
2. DJ Circle Ent. hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. The Parties hereby agree that the DJ service shall be provided and accepted on the above mentioned date(s) and time(s) and location of the engagement.
5. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to

DJ Circle Entertainment Inc. the following consideration:

The retainer amount is non-refundable and is required to secure the services of DJ Circle Ent. for the engagement. This amount shall be applied toward the Performance Fee. The balance due for services are to be paid in full no later than 24hrs prior to the event. If Services are not paid in full 24 hours prior to the event, DJ Circle Entertainment reserves the right to not perform agreed upon services. Any request for exceptions to this policy must be submitted and approved in writing to DJ Circle Entertainment no later than 48 hours prior to the event. Services requested that exceed the outlined time frame will be charged at the rate of \$150.00 per hour, per service being provided, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

6. DJ Circle Ent. will make all attempts to accommodate specific DJ performer requests by the customer. However, DJ Circle Ent. cannot guarantee specific DJs will be available for this event, and will provide an equal backup in case of emergency.

Additional Terms and Conditions The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made DJ Circle Ent. to find replacement entertainment at the agreed upon fees. Should DJ Circle Ent. be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all

circumstances, DJ Circle Ent. liability shall be exclusively limited to an amount equal to the performance fee and that DJ Circle Ent. shall not be liable for indirect or consequential damages arising from any breach of contract. All retainers are non-refundable and is either (\$195) or (25%) of the total balance whichever is the greater amount. A service canceled between thirty (30) and zero (0) days prior to the event will forfeit the full balance (100%).

Additionally PURCHASER has the right to reschedule the event within thirty (30) days of original date without penalty at the discretion of DJ Circle Ent. Inc. availability.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with DJ Circle Ent. relating to and permitting such recording, reproduction, or transmission.

Pictures, and video of the event are permitted for the private use of the contracting party only.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the

Purchaser breaches the contract, he or she shall pay the Performance Fee set forth above as as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee if necessary. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ,

while on the premises of said engagement, if damage is caused by Purchaser, guest, members of its organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, DJ Circle Ent. compensation is in no way affected by inclement weather. For outdoor

performances, Purchaser shall provide overhead shelter for setup and Performance area. The DJ reserves the right, in good faith, to stop or cancel the performance should the

environment pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJs compensation will not be affected by such cancellation. In the event of circumstances deemed to present a threat or implied threat of injury or harm to DJ Circle Ent. staff or any equipment in its possession, DJ Circle Ent. reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), DJ Circle Ent. shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved, or whether DJ Circle Ent. resumes performance.

In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ Circle Ent. reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide DJ Circle Ent. with safe and appropriate working conditions. This includes a 10-foot by 8-foot area for setup, space for setting up speakers

and lighting stands. DJ Circle Ent. requires a minimum of one 15-20-amp circuit outlet from a grounded reliable power source within 50 feet (along the wall) of the set-up

area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJs equipment due to improper power is the

responsibility of the purchaser. Two separate circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting or sub-woofer (if contracted for)

are required.

Purchaser shall provide crowd control if warranted; and any coverings needed for power cords, cabling, etc in an effort to eliminate any trip hazards. Purchaser is responsible for paying any charges imposed

by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog or haze).

The Purchaser shall at all times have complete control, direction and supervision of the performance of DJ Circle Ent. at this engagement and

Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of DJ Circle Ent. performer. A written

event/music planner or music request list must be received from the Purchaser and forwarded to DJ Circle Ent. at least two weeks prior to the date of the

engagement for it to be included in DJ Circle Ent. programming guidelines. With or without the aid of an event/music planner or music request list, DJ Circle Ent.

shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ Circle Ent.

will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, DJ Circle Ent. retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Circle Ent. Purchaser shall be charged \$45 for each returned check plus a \$15.00 service charge for each collection notice.

This agreement guarantees that DJ Circle Ent. will be ready to perform at the start time of the engagement. No guarantee is made as to performers' time of arrival; however, DJ Circle Ent. requests that they be permitted 60-180 minutes before the engagement and 45-120 minutes after the engagement for setup and takedown. DJ Circle Ent. also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00/hr per person. If Purchaser or venue requires DJ Circle Ent. to complete setup more than one hour before the start time, or to postpone takedown more than 30 mins

after the end time indicated, the additional time will be charged at the rate of \$100.00 per half-hour.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Sacramento County.

To the furthest extent permitted by California law, Purchaser shall defend, indemnify, and hold free and harmless DJ Circle Entertainment Inc., its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, perating to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of the Purchaser, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Purchaser, in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.

Purchaser may not transfer this contract to another party without the prior written consent of DJ Circle Ent.

This agreement is not binding until signed by Purchaser and DJ Circle Ent. has received it. Any changes must be written and signed by both the Purchaser and DJ Circle Ent. Inc. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

DJ Circle Ent. may elect not to exercise their rights as specified in this agreement. By doing so, DJ Circle Ent. does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Agreed: _____ Date: _____

DJ Circle Entertainment Inc. Representative

Agreed:  Date: 10/5/18
Client Signature Michael D. Hermsville