



TJ HOWER, OWNER
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 TJ@TJTHEDJPRODUCTIONS.COM
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WEDDING ENTERTAINMENT AGREEMENT

AGREEMENT made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the Purchaser(s), and Thomas J. Hower, hereinafter referred to as the DJ.

WITNESS 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 hereby engages the DJ to provide a DJ Service at the following Event Location(s):

EVENT DATE: _____

Location #1:

Start Time: _____ End Time: _____

Venue Name: _____

Address: _____

Phone #: _____

Location #2 (if applicable):

Start Time: _____ End Time: _____

Venue Name: _____

Address: _____

Phone #: _____

2. 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 the DJ the following consideration:

- A non-refundable deposit of \$250 is required to secure the services of the DJ for the dates and times of engagement(s) listed above. This deposit will be credited to the overall Performance Fee, which must be paid in full by, or on, the day of the event.
- The Performance Fee is based upon the package choices listed on the following page. Please choose the package that best suits your needs:

WEDDING PACKAGES AND ADD-ONS

PACKAGE OPTIONS:

“SILVER” PACKAGE

The “SILVER” Package is a great introductory package designed for outdoor or daytime events where lights are not necessary. This setup includes our full professional-grade JBL® sound system, without the additional expense of lighting. Rates begin at \$1500 for up to 5 hours. Services that exceed 5 hours may be purchased at \$100 per hour.

“GOLD” PACKAGE

The “GOLD” Package is a budget-friendly sound and lighting option for small to medium size rooms or weddings on a budget. It’s a great way to enhance the dancefloor experience for you and your guests. This package includes our full professional-grade JBL® sound system with two sound-activated LED lights that move to the beat of the music. Rates begin at \$1600 for up to 5 hours. Services that exceed 5 hours may be purchased at \$100 per hour.

“PLATINUM” PACKAGE

The “PLATINUM” Package is designed to be the “rockstar experience”. It includes our standard professional-grade JBL® sound system and takes the visual element of your event to the next level with our premium lighting package. Two sound-activated LED moving lights and 4 LED par cans can fill a medium to large room with brilliant color. Rates begin at \$1800 for up to 5 hours. Services that exceed 5 hours may be purchased at \$100 per hour.

UPGRADES & ADD-ONS:

CEREMONY SOUND SYSTEM

If ceremony sound reinforcement is requested at a location separate from the reception area, a secondary sound system is **required**. This package includes a full stand-alone sound system, wireless microphones, customized 30-45 minute pre-ceremony music playlist, all in-ceremony music and setup/teardown of all equipment. Everything in this package is included for a \$400 flat rate.

PORTABLE GENERATOR

Having your wedding ceremony outdoors and need power at a remote location? No problem! We offer the usage of a generator that will supply plenty of power to our secondary sound system and is quiet enough that you’ll never even know it’s there. Generator rental is included in the pricing for the ceremony sound system listed above.

UPLIGHTLING

Add this popular upgrade to your wedding package to transform the look of your venue with pillars of colored light. Lighting colors may be calibrated to match your wedding colors. Pricing is \$15 per light and includes programming the lights to your custom colors.

NOTE: Payment for services rendered may be paid in cash, check or money order. Credit or debit cards may be used via PayPal or Venmo. A \$50 fee will be assessed to any returned checks.

PLEASE MAKE CHECKS PAYABLE TO “THOMAS J. HOWER”.

ADDITIONAL TERMS & CONDITIONS

ATTENDANCE: 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 by the DJ to find replacement entertainment at the agreed upon fees. Should the DJ be unable to procure a replacement, Purchaser shall receive a full refund, including deposit. Purchaser agrees that in all circumstances, the DJ's liability shall be exclusively limited to an amount equal to the performance fee and that the DJ shall not be liable for indirect or consequential damages arising from any breach of contract.

CANCELLATION: 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 DJ the amount set forth above as "Performance Fee" as liquidated damages, 8% interest thereon, plus a reasonable attorney's fee.

MEALS: If event has been previously noted as a wedding reception and food is being provided, the Purchaser reserves the right to authorize DJs, assistants or representatives of the DJ to partake in any meals. Please indicate your preference below:

- Yes, I, the Purchaser, DO authorize any DJs, assistants or representatives of TJ the DJ to partake in any meals that may be offered during their respective time on the premises of the Event.
- No, I, the Purchaser, DO NOT authorize any DJs, assistants or representatives of TJ the DJ to partake in any meals that may be offered during their respective time on the premises of the Event.

LIABILITY: 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 or guest, members of his or her organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

WEATHER: It is understood that if this is a "Rain or Shine" event, the DJ compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The DJ reserves the right, in good faith, to stop or cancel the performance should the weather 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 DJ's compensation will not be affected by such cancellation, unless both parties agree in writing to a mutual decision to cancel the event and arrange payment.

THREAT OR HARM: In the event of circumstances deemed to present a threat or implied threat of injury or harm to the DJ, staff or any equipment in his/her possession, the DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes), the DJ 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 the DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____

TJ the DJ _____

TECHNICAL DETAILS

SPACE REQUIREMENTS: Purchaser shall provide the DJ with safe and appropriate working conditions—including an absolute minimum setup area of 8-feet wide by 6 feet deep (in close proximity to the dance area). This allows adequate space for the DJ table, speakers and lighting stands. When lights are used, minimum setup area should also include at least 8 feet of vertical clearance to accommodate lighting stands and/or trussing.

POWER REQUIREMENTS: The DJ requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 30 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 DJ's equipment due to improper power is the responsibility of the Purchaser.

VENUE CHARGES: 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 a fog machine, if applicable).

CONTROL: The Purchaser shall at all times have complete control, direction and supervision of the performance of the DJ at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the DJ services.

MUSIC: TJ the DJ will make every effort to accommodate music requests made by the Purchase and/or their guests. If specific songs are requested, a written music request list must be received from the Purchaser at least 2 weeks prior to the date of the engagement for it to be included in TJ the DJ's programming. With or without the aid of an event/music planner or music request list, the DJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable.

TIME: This agreement guarantees that the DJ will be ready to perform at the specified start time of the engagement. No guarantee is made as to the DJ's time of arrival; however, the DJ requests that they be permitted a minimum of 2 hours previous to the engagement and a minimum of 1 hour after the engagement for setup and teardown of equipment. If Purchaser or venue requires the DJ to complete setup more than two hours before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of \$50 per hour.

ACCESSIBILITY: Due to the size and weight of equipment, the DJ requests easy load-in and load-out access. To the venue, which may include a ramp or elevator access between the parking/service entrance and the setup area (if equipment must travel to an area on a different level than the entrance). If the venue requires equipment to be carried up/down stairs or lifted onto a stage to reach the setup area, an additional \$100 labor charge will be included in the performance fee.

TRAVEL: Purchaser shall provide adequate addresses and/or directions to the performance venues. Engagements within 30 miles (one way) of Corning, NY will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.58 per mile in excess of 30 miles. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for the DJ and any assistants to be provided by Purchaser.

NON-PAYMENT: In the event of non-payment, Thomas J. Hower 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 Thomas J. Hower. Purchaser shall be charged \$50 for each bounced check plus a service charge for each collection notice.

LEGAL CONSIDERATIONS

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he/she is at least 18 years of age, and further, if executing contract as agent or representative, that he/she has the authority to enter into this agreement. Should he/she not have such authority, he/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. 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, 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 New York shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Steuben County, New York.

Purchaser agrees to defend, indemnify, assume liability for and hold the DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the DJ. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of the DJ. This agreement is not binding until signed by Purchaser and the DJ has received it. Any changes must be written and signed by both the Purchaser and the DJ. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, or unenforceable, the rest of the agreement shall remain in force. The DJ may elect not to exercise their rights as specified in this agreement. By doing so, the DJ 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.

Purchaser:

TJ the DJ:

Signature

Signature

Printed Name

Please send signed contract to:

Thomas J. Hower
317 Sandbank Rd.
Erin, NY 14838

Street Address

PH: 607-857-5689 (call or text)
EM: TJ@TJtheDJproductions.com
www.TJtheDJproductions.com
Facebook.com/TJtheDJproductions

City State Zip

Daytime Phone

Email Address

WEDDING CEREMONY MUSIC (IF APPLICABLE)

Please select the specific songs you would like for your ceremony in the blanks provided below (including artist and song title). These music selections are uniquely yours and may include any recorded song of your choosing. A variety of predetermined "Pre-Ceremony Music" playlists are available on our website, TJtheDJproductions.com/weddings or please speak with your DJ for examples of these music options. You're also welcome to provide your own selections. We can also handle sound reinforcement for live musicians or special readings that occur during your ceremony.

PRE-CEREMONY MUSIC: _____ (PLEASE SPEAK WITH YOUR DJ ABOUT OPTIONS)

BRIDESMAIDS PROCESSIONAL: _____

BRIDE PROCESSIONAL: _____

UNITY CEREMONY: _____

RECESSIONAL: _____

SPECIAL INSTRUCTIONS: _____

COCKTAIL HOUR & DINNER MUSIC

A variety of predetermined cocktail hour/dinner music playlists are available on our website, TJtheDJproductions.com/weddings or please speak with your DJ for examples of these music options. If you would like us to recreate a customized music playlist for your cocktail hour and dinner music, please indicate your musical preferences below.

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> WEDDING POP (MOST POPULAR) | <input type="checkbox"/> POP INSTRUMENTAL | <input type="checkbox"/> ACOUSTIC POP |
| <input type="checkbox"/> PIANO INSTRUMENTAL | <input type="checkbox"/> TOP 40/POP | <input type="checkbox"/> CLASSIC 80'S |
| <input type="checkbox"/> COUNTRY | <input type="checkbox"/> CLASSIC ROCK | <input type="checkbox"/> OLDIES |
| <input type="checkbox"/> BIG BAND/JAZZ | <input type="checkbox"/> FOLK | <input type="checkbox"/> OTHER |

IF OTHER, PLEASE LIST/DESCRIBE: _____

RECEPTION DANCE MUSIC

Just as every wedding is different, every wedding crowd is different. We've built a library of over 1000 tried-and-true wedding dance favorites, but want to custom tailor the dance music to your specific audience. Help us out by selecting the genres you believe your crowd may be most interested in:

- | | | |
|---|--|--|
| <input type="checkbox"/> TOP 40/POP | <input type="checkbox"/> COUNTRY | <input type="checkbox"/> CLASSIC ROCK |
| <input type="checkbox"/> HIP HOP | <input type="checkbox"/> 80'S DANCE | <input type="checkbox"/> 90'S DANCE |
| <input type="checkbox"/> THROWBACK 2000s | <input type="checkbox"/> BIG BAND/JAZZ | <input type="checkbox"/> DISCO |
| <input type="checkbox"/> ELECTRONIC DANCE | <input type="checkbox"/> REMIXES | <input type="checkbox"/> OTHER/SPECIAL |

IF OTHER, PLEASE LIST/DESCRIBE: _____

RECEPTION EVENTS

Please select specific songs for your wedding reception events in the blanks provided below (including artist and song title). These music selections are uniquely yours and may include any recorded song of your choosing. A list of song ideas is available at TJtheDJproductions.com/weddings. If you do not wish to include any of the following events, please leave the space blank or cross it out.

WEDDING PARTY ENTRANCE: _____

FIRST DANCE: _____

FATHER-DAUGHTER DANCE: _____

MOTHER-SON DANCE: _____

CAKE CUTTING: _____

GARTER REMOVAL: _____

BOUQUET TOSS: _____

GARTER TOSS: _____

GARTER PLACEMENT: _____

DOLLAR DANCE FIRST SONG: _____

SPECIAL DEDICATION: _____

LAST DANCE: _____

GRAND ENTRANCE INTRODUCTIONS

Parents of the Bride: _____

Parents of the Groom: _____

Bridesmaids:

Groomsmen:

Maid / Matron of Honor:

Best Man:

Bride & Groom: _____