



Entertainment Agreement

1. THE PARTIES: This Agreement is for mobile disc jockey entertainment services for the event described below, between the undersigned client and 1st in Entertainment DJ services, here and after referred to as “1st In Entertainment” or “DJ”

2. JOB DESCRIPTION: 1st in Entertainment agrees to provide services to the following client and specifications:

Client Contact:

Client email address:

Company/Organization (if applicable):

Address of event:

Day Tel. No.: home:

Event and Date:

Setup time:
(typically one hour beforehand)
Start time:
Stop Time:

Description of services included:

Any other agreements or special circumstances

3. PAYMENT TERMS: Total fee agreed upon by client and 1st in Entertainment is \$_____ including GST. 1st in Entertainment is holding a tentative reservation for client's event with this agreement (**this agreement is not binding without a deposit**). To confirm this agreement, return one signed and completed copy along with a **non-refundable deposit** of 50% of total contract or full payment. **The full amount agreed upon (minus the deposit) is due no later than two weeks prior to the date of the event.** In the event that a cheque fails to clear, 1st in Entertainment reserves the right to withhold services and retain the deposit until such time as the remaining balance has been paid via Cash, money order, or certified cheque. There will be a \$40.00 fee charged for all returned cheques. **Late payments** occurring after the event date will incur a 10% fee added to the total price of the contract.

CANCELLATION/ REVISIONS: This agreement cannot be **cancelled** or modified except in writing by either the client or 1st in Entertainment. The full contract amount is due for cancellations by client **with less than a 30 day notice**. 50% of the remaining balance is due for cancellations by client with less than 90 days of notice. No balance fees are required with more than 90 days of notice. **Deposits are deducted from total balance and non-refundable.** Deposits are not transferable to other dates or events. Contracted fees and terms cannot be reduced even if service requirements are reduced - contract additions will be provided at the discretion of 1st in Entertainment. Any payments will be refunded in the event of a cancellation by 1st in Entertainment. The client is responsible for the total fee in the event of a cancellation by the client, deposits are non-refundable in the event of client cancellation. Rescheduling for events cancelled due to inclement weather shall be accommodated whenever possible. 1st in Entertainment reserves the right to reschedule events if the weather or roads pose a safety risk to our personnel or equipment. Roads rated poor by the AMA road association can be considered a safety risk. Rescheduled events are subject to availability.

5. CESSATION OF OPERATIONS: In the event that 1st in Entertainment ceases operations prior to the stated event date for any reason, 1st in Entertainment will seek client's consent to transfer this contract to reputable DJ colleagues or organizations. Alternatively, 1st in Entertainment will refund any contract amounts paid by the client except deposit amounts. 1st in Entertainment assumes no liability or responsibility for any contracts transferred to other parties. All deposits paid to 1st in Entertainment are non-refundable.

6. DELAYS: 1st in Entertainment is required to begin playing music at the agreed **start time** but not upon the stated **setup time**. a delay is defined in this document as a failure to produce music at the above stated event start time. Arrival by 1st in Entertainment later than the arranged setup time is not considered a delay. 1st in Entertainment may elect to provide a refund (at their discretion) **upon client request** for any delays lasting 60 minutes or more. No refund will exceed the total fee and no refund will be given if a delay is caused by a client's failure to provide correct and complete event information or to comply with the provisions stated in section eight (8) of this contract. The client must provide written notice (with confirmation of receipt by 1st in Entertainment) of any event or location changes a minimum of two weeks prior to the event.

7. OVERTIME COSTS: When feasible, client requests for extended playing time may be accommodated at the Disc Jockey's (DJ) discretion. Overtime requested may be made in half-hour increments at a cost of \$50 per half-hour. Payments made for overtime is due on date of event, and may be made with aforementioned cash or cheque

8. PROVISIONS: The client Shall Ensure that: (1) the performance facility provides the DJ with a sturdy covered table of appropriate size in an area within 25 feet of a 110V grounded outlet; (2) Facility is open at least one hour prior to scheduled start time of event; (3) The client shall ensure that any applicable SOCAN fees have been paid by either the client or the venue. (4) Reasonable steps will be taken to protect 1st in Entertainment mobile equipment and personnel; (5) for outdoor performances, shelter is provided that completely covers and protects 1st in Entertainment's equipment from adverse weather conditions. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions.

9. SAFERTY OF PERSONNEL AND EQUIPMENT: In the event of circumstances deemed by DJ to represent a real or implied threat to DJ or DJ's equipment, then the DJ reserves the right to cease performance until such time as threatening situation is resolved. DJ further reserves the right to deny any guests access to recordings or equipment.

Please retain a copy of this Entertainment Agreement for your records. SIGN BELOW AND RETURN THIS AGREEMENT ALONG WITH THE DEPOSIT ON OR BEFORE RESPONSE DATE. E-TRANSFERS SHOULD BE SENT TO CALGARYDJ@GMAIL.COM. CHEQUES CAN BE MADE PAYABLE TO:

**Sean Goebel
1528 21 Ave NW
Calgary, AB
T2M-1L8**

Client Name (please print): _____

Client Signature: _____

Date: _____

1st in Entertainment: _____

Date: _____