

**Backstage Audio's DJ Services  
PARTY ENTERTAINMENT AGREEMENT**

AGREEMENT made this \_\_\_\_\_, between "Backstage Audio's DJ Services Joshua Bowman" (Herein after called "DJ/ENTERTAINER" or "DJ") and \_\_\_\_\_ (herein after called "Purchaser").

IT IS MUTUALLY AGREED THE PARTIES THAT:

1. DJ/ENTERTAINER will furnish and Purchaser will accept, for the engagement hereinafter described, the services comprising of Professional Disc Jockey Entertainment. The services will be provided on a continuous basis during the stated hours.

2. Name, address, and telephone # of purchaser: \_\_\_\_\_

3. Name, address, and telephone # of place of engagement where services will be provided:  
\_\_\_\_\_

4. Exact day(s), date(s), hour's duration(s) and options of employment: \_\_\_\_\_

5. SCHOOLS AND CHURCH PACKAGE:

**#1 - Just Play the Music!**

**DJ Entertainment**

**CD Library of over 100,000 songs**

**# 2 - Basic Lights**

**DJ Entertainment**

**CD Library of over 100,000 songs**

**Basic Light Show with 8 Lights & Mirror ball**

**# 3 - Ultimate Package**

**DJ Entertainment**

**CD Library of over 100,000 songs**

**BIG Light Show with 8 Lights Including Intelligent Lighting & Mirror ball**

6. Fees: Add \$75 for travel to Ohio, South of Columbus, \$125 for travel to Kentucky and Pennsylvania

7. Total Agreed Price: \$ \_\_\_\_\_ per hour

Total Due: \$ \_\_\_\_\_

**Please Make Checks Payable to Joshua Bowman**

8. In the event Purchaser desires that Backstage Audio's DJ Services provide extended services, said Professional Disc Jockey Service shall be provided at a rate of \$175.00 per hour, prior to the performance of the extended services.

9. A minimum \$ \_\_\_\_\_ non-refundable retainer is required to secure Backstage Audio's DJ Services for the engagement date(s). This amount shall be subtracted from the total price of the engagement.

Reservation fee paid on \_\_\_\_\_ . Amount Paid: \$ \_\_\_\_\_

10. Purchaser shall pay the balance of \$ \_\_\_\_\_ in full, Day Of ( \_\_\_\_\_ ) to the engagement date by certified check or money order, or you may make arrangements to prepay in advance. In the event of late payment, a fee of \$50 will be assessed and added to payment terms. In the event of non-payment, DJ may refuse to perform until payment terms are abided by without penalty to DJ.

11. Events cancelled within 180 days of event date ( \_\_\_\_\_ ) will be subject to a 50% cancellation fee (50% of the remaining balance). Events cancelled within 60 days of event date ( \_\_\_\_\_ ) are subject to a 100% cancellation fee. These cancellation fees are not a penalty but rather shall be considered compensation to DJ for loss of other business opportunities. (Having made the date unavailable by booking, then canceling within the specified time periods) This forfeiture shall become zero if DJ is able to secure another booking for said date.

12. It is agreed that DJ/ENTERTAINER executes this agreement as an independent contractor and is not an employee of the Purchaser.

13. DJ/ENTERTAINER shall at all times have complete supervision, direction and control over the services of its personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished.

14. Purchaser grants DJ/ENTERTAINER unconditional release for the use of their name, photographs, or audio and/or video recordings taken at herein-described event for the purpose of DJ/Entertainer's advertising or promotion.

15. In the event of circumstances deemed by the DJ/ENTERTAINER to present a threat or implied threat of injury to the DJ/ENTERTAINER or any property (equipment, lighting, c.d.'s, etc.) in the DJ/Entertainer's possession, the DJ/ENTERTAINER reserves the right to cease performance. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ/ENTERTAINER resumes performance. It is understood and agreed that the Purchaser agrees to provide crowd control if warranted. Purchaser will be liable for any loss or damage to any property belonging to DJ/ENTERTAINER that is caused by Purchaser or his/her guests, customers, students, etc.

16. If this is an outdoor event, please make sure that DJ/ENTERTAINER and equipment are in an area that is sheltered from rain. DJ/ENTERTAINER reserves the right to NOT perform if it is felt that adequate shelter is NOT provided. In the event of an electrical storm, your event will be suspended and the equipment shut down for the safety of your guests. There are no refunds for suspension or cancellation of events due to weather. Time may be added at the end of the event to make up for suspended time at the sole discretion of the DJ/ENTERTAINER.

17. In the event that DJ/ENTERTAINER is unable to perform, DJ/ENTERTAINER will provide a suitable replacement at NO charge for the event described. If DJ/ENTERTAINER is unable to provide a replacement, compensation in full, including ALL fees collected, will be issued within FIVE days of event by certified check.

18. Set up for DJ: Please furnish for your DJ, a minimum area of 4'x 8' for booth set-up and one or two 6 to 8 foot tables. The Booth should be within 40 feet of a reliable power source (preferably two 15 amp, 110 volt circuits).

19. This agreement shall be considered to have been made in the State of West Virginia and shall be interpreted, and rights and liabilities determined, in accordance with the laws of said State. If any of the provisions of this agreement are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

20. This contract constitutes the entire agreement between \_\_\_\_\_ and Backstage Audio's DJ Services. This contract may not be modified unless amended in writing and signed by the parties hereto. This contract must be signed by someone 18 years of age and older.

\_\_\_\_\_  
**(JOSHUA BOWMAN)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(\_\_\_\_\_)**

\_\_\_\_\_  
**(WITNESS)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(DATE)**