



## EVENT CONTRACT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as the Purchaser, and Vermont Sound and Val Davis, hereinafter referred to as the DJ.

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 hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Event and Venue):

(Address):

2. Val Davis hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist of providing musical entertainment by means of a recorded music format for the reception.

4. DJ Val Davis hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s):

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 reservation fee of \_\_\_\_\_ is required to secure the services of DJ Val Davis for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is \_\_\_\_\_ for the time frame outlined above with the balance due the day of the event.

Services requested that exceed the time frame (4 hours) will be charged at the rate of \$75 per hour, 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.

Purchaser Initials \_\_\_\_\_



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

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 "Wage agreed upon" .

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Val Davis staff or any equipment in Val Davis possession, Val Davis 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), Val Davis 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 Val Davis resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Val Davis reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

The Purchaser shall at all times have complete control, direction and supervision of the performance of Val Davis at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of By Val Davis. A written event/music planner or music request list must be received from the Purchaser and forwarded to Val Davis at least two weeks prior to the date of the engagement for it to be included in Val Davis programming guidelines. With or without the aid of an event/music planner or music request list, Val Davis shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Val Davis will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

Purchaser Initials \_\_\_\_\_



Special provisions & Additional Services Requested

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Purchaser may not transfer this contract to another party without the prior written consent of by Val Davis. This agreement is not binding until signed by both Purchaser and Val Davis has received it. Any changes must be written and signed by both the Purchaser and By Val Davis. 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.

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

Purchaser:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Phone:

\_\_\_\_\_  
Val Davis