

## DJ & ENTERTAINMENT SERVICE AGREEMENT



Event Date: \_\_\_\_\_

<b>DJ Package(s) Chosen:</b>	<input type="checkbox"/> Pro Host DJ Ceremony Package	150
	<input type="checkbox"/> Pro Host DJ Reception Package	695
	<input type="checkbox"/> Elite DJ Starter Package	950
	<input type="checkbox"/> Elite DJ + Decor Uplighting Package	1445
	<input type="checkbox"/> Elite DJ + Diamond Booth Package	1550
	<input type="checkbox"/> Elite DJ Dance Party Bundle	2300
	<input type="checkbox"/> Elite DJ Ultimate Quinceañera Bundle	2950
	<input type="checkbox"/> Elite DJ Personalized Wedding Bundle	3100

<b>Lighting &amp; Atmosphere:</b>	<input type="checkbox"/> Monogram Lighting	295
	<input type="checkbox"/> Decor Uplighting	495
	<input type="checkbox"/> Intelligent Lighting	250
	<input type="checkbox"/> Pinpoint Lighting (priced per fixture)	65
	<input type="checkbox"/> Motion Monogram	150
	<input type="checkbox"/> Video DJ with Displays	200
	<input type="checkbox"/> Head Table Uplighting	200
	<input type="checkbox"/> Slideshow Creation	175
	<input type="checkbox"/> Dancing Under The Stars	125
	<input type="checkbox"/> Dancing On A Cloud	200
	<input type="checkbox"/> Choreographed Grand Entrance	295
	<input type="checkbox"/> *Choreographed Light Show	650
	Travel & Accommodations	\$
	<b>Total Cost</b>	<b>\$</b>

Booking Fee (50% of total) \$

Performance Fee (remaining balance) \$

Remaining Balance Due On:

*\*Choreographed Light Shows require day-before venue access.*

### PROVIDER INFO

Name: Blue Diamond Events, LLC  
3508 Bethel St.  
Columbia, MO 65203

Provider Phone: Office (573) 567-0016  
Jonathan's Direct Line (702) 587-2676  
Lisa's Direct Line (314) 223-2927

Email: info@bluediamond-events.com

Website: www.BlueDiamond-Events.com

**DJ & ENTERTAINMENT SERVICE AGREEMENT**

**CLIENT "PURCHASER" INFO**

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

by and between the above mentioned client, hereinafter referred to as the Purchaser, and

Blue Diamond Events, LLC, hereinafter referred to as the Provider or 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:

**EVENT LOCATION(S)**

The Purchaser hereby engages the DJ to provide a DJ Service. Blue Diamond Events, LLC hereby agrees to provide DJ Service for the Purchaser at the following location(s):

Venue: \_\_\_\_\_

Venue: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

**DATE & TIME OF EVENT**

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ AM/PM

Start Time: \_\_\_\_\_ AM/PM

Finish Time: \_\_\_\_\_ AM/PM

Finish Time: \_\_\_\_\_ AM/PM

Total Time: \_\_\_\_\_ (# of hours)

Total Time: \_\_\_\_\_ (# of hours)

# DJ & ENTERTAINMENT SERVICE AGREEMENT

## TERMS AND CONDITIONS

### 1. SERVICE

The DJ Service shall consist primarily of providing musical entertainment and/or event lighting/atmospheric entertainment by means of a recorded music format and/or professional lighting/atmospheric equipment.

Blue Diamond Events, LLC hereby agrees to render the stated professional services and is at all times to have complete control of his program.

### 2. PAYMENT

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 **Booking Fee** is required to secure the services of Blue Diamond Events, LLC for the specified event/engagement date. This amount is equal to 50% of the total price of services selected and shall be applied toward the Total Package Fee

The **Performance Fee** (remaining balance) for the time frame outlined above is due 14 days prior to the time of service.

Therefore, the **Total Price** for DJ & Entertainment services for this event amounts to the sum of all chosen packages for the time frame agreed upon above, plus any additional charges accrued for time exceeding the initial agreed upon performance time.

Please Note: It may not always be possible to provide additional performance time. However, when feasible, requests for extended performance time will be accommodated.

### 3. OVERTIME

Services requested that exceed the agreed upon time frame will be charged at the rate of \$150.00 per hour, payable the day of the event.

### 4. WORKING CONDITIONS

Purchaser shall provide Blue Diamond Events, LLC with safe and appropriate working conditions. This includes a 12 ft. by 5 ft. area for setup, space for setting up speakers, and lighting stands.

### 5. ELECTRICITY

Blue Diamond Events, LLC requires a minimum of 2 (# required) 20 amp circuit outlet(s) 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. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required.

### 6. TRAVEL & ACCOMMODATIONS

Engagements within and up to 100 miles outside of the Columbia, MO/Boone County area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile. Engagements in excess of 100 miles will require accommodations be made for an overnight stay in a local hotel/motel for Blue Diamond Events, LLC team members to be provided by Purchaser.

### 7. SET-UP/TEAR DOWN OF EQUIPMENT

This agreement guarantees that Blue Diamond Events, LLC will be ready to perform at the start time of the engagement. No guarantee is made as to Blue Diamond Events, LLC time of arrival; however, Blue Diamond Events, LLC requests that they be permitted a minimum of 90 minutes before and after the engagement for setup and takedown. Blue Diamond Events also requests ramp or elevator access between the parking/service entrance and the setup area.

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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/contracted helper.

If Purchaser or venue requires Blue Diamond Events, LLC to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$150.00 per hour.

### **8. EVENT TIMELINE & PLAY LIST**

The Purchaser shall at all times have complete control, direction and supervision of the performance of Blue Diamond Events, LLC at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Blue Diamond Events, LLC. A written event Music Timeline Form and music Play List must be received from the Purchaser and forwarded to Blue Diamond Events at least two weeks (24 days) prior to the date of the engagement for it to be included in Blue Diamond Events, LLC programming guidelines. With or without the aid of an event/music planner or music request list, Blue Diamond Events shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Blue Diamond Events will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

### **9. LIABILITY & INSURANCE**

Blue Diamond Events, LLC holds liability insurance with State Farm Insurance Co.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the Host/DJ, or property of the DJ/Blue Diamond Events, LLC, while on the premises of said engagement, if damage is caused by Client/Purchaser or guest(s), members of his 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, Blue Diamond Events, LLC 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.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Blue Diamond Events staff or any equipment in Blue Diamond Events, LLC possession, Blue Diamond Events, LLC 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), Blue Diamond Events, LLC 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 Blue Diamond Events, LLC resumes performance.

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

### **4. FORCE MAJEURE**

Neither Blue Diamond Events, LLC nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, proven detention by accidents, inclement weather, interruption or delay of transportation service, riots, strikes, epidemics, acts of God, or any other legitimate cause beyond the reasonable control of the Vendor and the Purchaser. If such circumstances arise, all reasonable efforts will be made by Blue Diamond Events, LLC to provide another DJ with comparable experience at the above agreed upon fees, or the Performance Fee will be refunded to the client within a reasonable time frame of no more than a month.

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### **5. CANCELLATION**

Purchaser agrees that in all circumstances, Blue Diamond Events, LLC liability shall be exclusively limited to an amount equal to the Performance Fee and that Blue Diamond Events shall not be liable for indirect or consequential damages arising from any breach of contract. All Performance Fees are non refundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement.

If the client chooses to cancel their DJ service after paying their Booking Fee, Blue Diamond Events, LLC requires a written statement is received stating that services are no longer needed.

### **6. MEDIATION AND ARBITRATION**

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 (Total Package Fee) as "wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee, if need be.

In the event of non-payment, BLUE DIAMOND EVENTS, LLC 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 Blue Diamond Events, LLC. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

### **8. RECORDING**

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 Blue Diamond Events, LLC relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

### **MISCELLANEOUS TERMS**

Purchaser shall provide crowd control if warranted; and must furnish directions to the place of engagement prior to the date of performance.

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).

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.

This Agreement may be executed in counterparts. Facsimile and e-sign signatures are binding and are considered to be original signatures.

The Purchaser may not require/ask the DJ's service to include acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations. The DJ's service will not contain any lewd or indecent acts.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

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If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by Provider or to the Provider by the Purchasers, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

### PHOTO AND VIDEO CONSENT, WAIVER, AND RELEASE

I, \_\_\_\_\_ DO / DO NOT (circle one) consent and give permission to allow Blue Diamond Events, LLC, its successors and assigns and all persons acting under its permission or authority, the right to photograph and video record my event, and to transmit, use, copy, publish, copyright, distribute, and display photographic portraits, photographic likenesses, or pictures, or video recordings of my event in connection with exhibitions, publicity, advertising, educational, and promotional materials, including broadcast over the Internet or television or similar media without reservation or limitation. I may be included in the video broadcasts, portraits, or photographic likenesses or pictures in whole or in part, in composite or distorted form, with or without my full name, in color or otherwise, made through any medium. I waive any right that I may have in regard to Blue Diamond Events, LLC video recordings, photographic portraits, or photographic likenesses or pictures, including the right to any royalty and the right to inspect or approve any finished product or the advertising or other copy that may be used in connection with a product or the use to which it may be applied, including the right to post or publish on the Internet. I release and discharge Blue Diamond Events, its successors and assigns and all persons acting under its permission or authority, from any claim or cause of action, now known or later discovered, for, among other things, invasion of privacy, right of publicity, and defamation arising out of the use and exploitation of the photographic portraits, photographic likenesses, or pictures, or video recordings of my event. Further, by signing this consent, waiver, and release form, I acknowledge that I understand and agree to the above request and conditions. I sign this form freely and without inducement.

### GOVERNING LAW

The laws of the State of MO shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Boone County. Purchaser agrees to defend, indemnify, assume liability for and hold Blue Diamond Events harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Blue Diamond Events performance. 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 Blue Diamond Events. This agreement is not binding until signed by both Purchaser and Blue Diamond Events has received it. Any changes must be written and signed by both the Purchaser and Blue Diamond Events. 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. Blue Diamond Events may elect not to exercise their rights as specified in this agreement. By doing so, Blue Diamond Events does not waive their right to exercise those options at a future date. THE PARTIES hereto understand and promise to abide by the terms of this agreement and intend to be legally bound thereby.

**DJ & ENTERTAINMENT SERVICE AGREEMENT**

**By signing this form, I represent and warrant that I am over 18 years of age, and that I understand and agree to all of the above Terms and Conditions outlined in this Service Agreement.**

[Or, if under 18, have parent or legal guardian sign: By signing this form, I represent and warrant that "I \_\_\_\_\_ am the legal parent or guardian of \_\_\_\_\_ and that I sign on his/her behalf."]

**Purchaser:**

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Service Provider** (either provider signature is acceptable):

\_\_\_\_\_  
Date: \_\_\_\_\_  
Lisa Wampler  
Co-Owner | Event Planner

\_\_\_\_\_  
Date: \_\_\_\_\_  
Jonathan Verdejo-Rocha  
Co-Owner | Elite Host | DJ | MC

