



Entertainment Contract

Please complete the purple sections and mailed the signed contract and deposit (please make checks out to "Derek Russo") to:

The Higher Sound, Attn: Derek Russo
2207 Hooker St, Denver, CO, 80211

DJ: _____
Client: _____
Phone #1: _____
Email: _____
Type of party: _____
Venue: _____
Event Date : _____ Price: _____
Event Start Time: _____ Event End Time: _____

This agreement affirms that DJ will be ready to perform at the start time of the Event. DJ shall have control of the music program at all times, but shall consult with the Client to determine appropriate music selections for the Event. A written event/music planner or music request list must be received from the Client at least seven (7) days prior to the date of the Event for it to be included in the programming guidelines. DJ will make a reasonable effort to have music requests available if they are received in writing at least seven (7) days prior to the engagement.

Client agrees to a _____ retainer fee (to be applied to the outstanding balance), which will be paid and sent, along with this agreement, to the address above. This will secure, by contract, The Higher Sound's services for the event. The remainder of the fee shall be paid no later than the Start Time of event. Client shall pay \$100 for each 30 minute period of overtime that exceeds the original total hours agreed upon.

ADDITIONAL SERVICES: Client will provide DJ with safe and appropriate working conditions, which includes (i) one 6' table (minimum) for setup, (ii) adequate space for speakers and sound equipment (iii) a minimum of one 15-20 amp circuit outlet from a reliable power source within 25 feet (along the wall) of the set-up area, which shall be free of all other connected loads, (iv) valet parking, a designated parking space at the Event, or payment to cover the cost of parking at the Event, (v) a hot meal and nonalcoholic beverages at the Event, (vii) ramp or elevator access between the service entrance to the setup area, where available. DJ also requests that up to two hours before the engagement and one hour after the engagement be permitted for setup and takedown. Any delay in the performance or damage to DJ's equipment

charges imposed by the venue, which may include, but are not limited to, use of electric power, and fire marshal if necessary. Client is not responsible for set up and/or set-up time, which is included in the price.

CANCELLATION: In the event of cancellation by Client, all deposits are nonrefundable. Cancellation notice must be received at least forty-five (45) days before the Event date. If notice of cancellation is provided less than forty-five (45) days before the Event date, Client agrees to pay the full balance of the fee. If, due to circumstances beyond DJ's reasonable control, DJ is unable to perform on the Event date, DJ shall provide Client with notice and either (A) find a substitute of similar experience, or (B) refund all advance deposits actually paid by the Client.

LIABILITY: Client shall be held liable for any injury or damages to the DJ or DJ's property if damage is caused by Client or Client's guests, invitees, employees and members of the Client's organization, or employees of venue, and payment for such damage shall be made by Client within thirty (30) days of DJ's written notice of the same. In the event that a claim is filed against DJ by a third party arising out of related to this Agreement, Client agrees to indemnify, defend and hold DJ harmless against any and all such costs and claims, including attorneys' fees, except for such claims that arise out of DJ's sole negligence or willful misconduct. DJ shall attempt to play Client's music requests but shall not be held responsible if certain selections are unavailable. In no event shall DJ be liable to Client for any consequential or incidental damages. Client's sole remedy for any claims against DJ arising from or related to this Agreement shall be limited to a refund of any amounts actually paid by Client.

Purchaser Signature: _____

Printed Name: _____

Date: _____

To be completed by The Higher Sound:

DJ Performing at the Event: _____

The Higher Sound Signature: _____

Date: _____

