



# Mobile DJ Service Entertainment Contract

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

Between (name) \_\_\_\_\_, hereinafter referred to as the Purchaser,  
And Push Play Mobile DJ Service, hereinafter referred to as the DJ.

**WITNESSED**

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:

(Venue): \_\_\_\_\_

(Venue Address): # \_\_\_\_\_

(Home Address): # \_\_\_\_\_

(Phone #): ( \_\_\_\_\_ ) \_\_\_\_\_

2. Push Play Mobile DJ Service hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

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

4. Push Play Mobile DJ Service hereby agrees to render its 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): \_\_\_\_/\_\_\_\_/\_\_\_\_

Start Time(s) \_\_\_\_:\_\_\_\_ AM/PM

Finish Time(s) \_\_\_\_:\_\_\_\_ AM/PM  
(4 hours minimum)

6. 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 \$50.00, is required to secure the services of Push Play Mobile DJ Service for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$495 for the four-hour time frame outlined above. Plus Optional packages selected. Services requested that exceed the four-hour time frame will be charged at the rate of \$50 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. Price includes basic lighting effect and a microphone.

**Optional Package Total: \$ \_\_\_\_\_ + \$495 = Total Price: \$ \_\_\_\_\_**

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

Push Play Mobile DJ Service Initials \_\_\_\_\_

## Additional Terms and Conditions

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

All deposits are non-refundable unless the DJ cancels the engagement. Payment must be paid in full prior to the DJ performing. Personal checks are accepted up 14 days prior to the event. Payments made within 14 days of the event must be paid in cash, cashier check, or money order. If payment is not received by the time specified as "start time" on the contract the DJ has the right to pack up the equipment and leave with no refund.

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 Push Play Mobile DJ Service 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.

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" as liquidated damages, 10% interest thereon, plus all legal fees accrued by Push Play Mobile DJ Service.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, 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, Push Play Mobile DJ Services 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 Push Play Mobile DJ Service staff or any equipment in Push Play Mobile DJ Service possession, Push Play Mobile DJ Service 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), Push Play Mobile DJ Service 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 Push Play Mobile DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Push Play Mobile DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

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

Push Play Mobile DJ Service \_\_\_\_\_

## Additional Terms and Conditions Continued...

Purchaser shall provide Push Play Mobile DJ Service with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Push Play Mobile DJ Service requires a minimum of two 20-amp circuit outlets from a reliable power source within 50 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. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser will provide a meal for the DJ during the event if the event last more than 4 hours. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. 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 if requested). Purchase must also provide a 6 foot long table in which to set up DJ equipment.

The Purchaser shall at all times have complete control, direction and supervision of the performance of Push Play Mobile DJ Service at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Push Play Mobile DJ Service. A written event/music planner or music request list must be received from the Purchaser and forwarded Push Play Mobile DJ Service at least two weeks prior to the date of the engagement for it to be included in Push Play Mobile DJ Service programming guidelines. With or without the aid of an event/music planner or music request list, Push Play Mobile DJ Service shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Push Play Mobile DJ Service will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement, However can make no guarantee of the availability of these requests. Push Play Mobile DJ Service is not responsible for the success of your event or the enjoyment of your guests.

In the event of non-payment, Push Play Mobile DJ Service 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 Push Play Mobile DJ Service. Purchaser shall be charged \$25 for each bounced check plus a \$10 service charge for each collection notice.

This agreement guarantees that Push Play Mobile DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to Push Play Mobile DJ Service time of arrival; however, Push Play Mobile DJ Service requests that they be permitted 60 minutes before the engagement and 45 minutes after the engagement for setup and takedown. Push Play Mobile DJ Service also requests ramp or elevator access between the parking/service entrance and the setup area. 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 per level. If Purchaser or venue requires Push Play Mobile DJ Service 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 \$50.00 per half-hour.

Engagements within the Minneapolis/ St. Paul Metro will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of 60 miles outside the Twin Cities area. Engagements in excess of 120 miles will require accommodations be made for an overnight stay in a local hotel/motel for Push Play Mobile DJ Service to be provided by Purchaser.

### Special provisions & Additional Services Requested

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

Push Play Mobile DJ Service \_\_\_\_\_

## Additional Terms and Conditions Continued...

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 (Example: Option Package) 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.

The laws of the State of Minnesota shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Hennepin County. Purchaser agrees to defend, indemnify, assume liability for and hold Push Play Mobile DJ Service harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Push Play Mobile DJ Service performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the Purchaser shall pay the attorney's fee and court costs of both parties.

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

Push Play Mobile DJ Service may elect not to exercise their rights as specified in this agreement. By doing so, Push Play Mobile DJ Service does not waive their right to exercise those options at a future date.

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

### Purchaser:

\_\_\_\_\_  
*Signature*

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

*Daytime Phone:* \_\_\_\_\_

*Evening Phone:* \_\_\_\_\_

*E-mail Address:* \_\_\_\_\_

### Push Play Mobile DJ Service:

\_\_\_\_\_  
*Signature*

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

Make all checks payable to STEFFEN BRANDT  
Push Play Mobile DJ Service | 16167 72<sup>nd</sup> St NE; Otsego, MN 55330 | (612) 280-9350 | info@pushplaymobiledj.com

# PUSH ▶ PLAY

## Mobile DJ Service

Print Name(s): \_\_\_\_\_ , \_\_\_\_\_

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

## Package Options

(Check your requests on the left)

**Included Options:**

- 10' T-truss (Depending on size of venue)
- 2400 watt dual channel system
- Tetris Lighting system
- 800W Strobe Light
- LX-10 Scanners
- Illuminated Table
- Wired Microphone



- Ceremony Music at same Location.....\$100.00
- Ceremony Music at Remote Location.....\$200.00
- Outdoor Event.....\$100.00  
(Includes 10x10 Tent for DJ & Equipment)
- Video Screen & Projector.....\$100.00
- Photo Slide Show .....\$150.00  
Photo CD must be provided 30 days before event
- Music Video Package.....\$100.00
- Karaoke Package.....\$150.00
- Dinner Music Package.....\$80.00  
(Includes 2 hours of musical interlude before the dance, and Wireless Mic)
- Additional Hours Requested # \_\_\_\_\_ .....\$50.00 Per Hour

**Total Package Options Selected.....\$ \_\_\_\_\_**

By signing below you accept the addition charges assed with selected options  
Add your total on the first page of the contract

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_