



Entertainment Contract

AGREEMENT made this ____ day of _____, 20__, by and

Between (name) _____, hereinafter referred to as the Purchaser,
And Tek Loops A Mankato 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. Tek Loops A Mankato 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. Tek Loops A Mankato 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 \$75.00, is required to secure the services of Tek Loops A Mankato Mobile DJ Service for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee includes a four-hour time frame not including any optional packages selected. Services requested that exceed the four-hour time frame will be charged at a rate of \$160 per hour, The DJ would need to know one hour prior to the engagement and also would be 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. Pricing includes basic lighting effects DJ Services and a microphone.

Purchaser 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 Tek Loops A Mankato Mobile DJ Service to find replacement entertainment at the agreed upon fees. Should Tek Loops A Mankato Mobile DJ Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Tek Loops A Mankato Mobile DJ Service liability shall be exclusively limited to an amount equal to the performance fee and that Tek Loops A Mankato 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 Tek Loops A Mankato 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 Tek Loops Mankato 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, Tek Loops Mankato 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 Tek Loops A Mankato Mobile DJ Service staff or any equipment in Tek Loops A Mankato Mobile DJ Service possession, Tek Loops A Mankato 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), Tek Loops A Mankato 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 Tek Loops A Mankato Mobile DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Tek Loops A Mankato Mobile DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____

Tek Loops A Mankato Mobile DJ Service

Additional Terms and Conditions Continued...

Purchaser shall provide Tek Loops A Mankato Mobile DJ Service with safe and appropriate working conditions. This includes a 6-foot by 8-foot area for setup, space for setting up speakers and lighting stands. Tek Loops A Mankato 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 furnish directions to the 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). Purchaser 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 this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services rendered by Tek Loops A Mankato Mobile DJ Service . A written event/music planner or music request list must be received from the Purchaser and forwarded to Tek Loops a Mankato Mobile DJ Service at least two weeks prior to the date of the engagement for it to be included in the Service programming guidelines. With or without the aid of an event/music planner or music request list, Tek Loops A Mankato 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. Tek Loops A Mankato Mobile DJ Service will make an extra efforts to have music requests available if they are received IN WRITING at least two weeks prior to the engagement, However we can make no guarantee of the availability of these requests. Tek Loops a Mankato Mobile DJ Service is not responsible for the success of your event or the enjoyment of your guests.

In the event of non-payment, Tek Loops A Mankato 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 Tek Loops a Mankato 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 Tek Loops A Mankato Mobile DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to Tek Loops Mankato a Mobile DJ Service time of arrival; however, Tek Loops A Mankato Mobile DJ Service requests that they be permitted 60 minutes before the engagement and 45 minutes after the engagement for setup and takedown. Tek Loops A Mankato 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 Tek Loops A Mankato 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 Mankato/North Mankato area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.75 per mile in excess of 10 miles outside the Mankato area. Engagements in excess of 120 miles or more will require accommodations be made for an overnight stay in a local hotel/motel for Tek Loops A Mankato Mobile DJ Service to be provided by Purchaser.

Special provisions & Additional Services Requested

Purchaser Initials _____

Tek Loops A Mankato Mobile DJ Service

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 Tek Loops A Mankato 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 Tek Loops A Mankato 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 Tek Loops Mankato Mobile DJ Service. This agreement is not binding until signed by both Purchaser and Tek Loops A Mankato Mobile DJ Service has received it. Any changes must be written and signed by both the Purchaser and Tek Loops Mankato 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.

Tek Loops A Mankato Mobile DJ Service may elect not to exercise their rights as specified in this agreement. By doing so, Tek Loops A Mankato 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.

Signature: _____

Printed Name _____

Daytime Phone: _____

Evening Phone: _____

E-mail Address: _____

Purchaser: _____

Grand Total (From Pricing Sheet): \$ _____

By signing you accept the charges of your selected options
Please Make all checks payable to Kenyon Thompson
Tek Loops A Mankato Mobile DJ Service:

Pricing Sheet

Performance Fee Includes:

- BBE 882i Sonic Maximizer
- 1200 watt JBL 515xt Eon System
- 1000 watt JBL 518s Eon Sub
- 24 Channel Mixer
- American DJ Vertigo Tri-LED
- Chauvet Colorstrip
- Chauvet Megamoon
- Chauvet Hurricane 700 Fog Machine (If Allowed)
- Chauvet Laser Fx
- 1 Wired Microphone (If Needed)

Performance Fees

- **Indoor Event** **\$150.00 (Per Hr)**
- **Outdoor Event** **\$180.00 (Per Hr)**
- **Karaoke Package** **\$200.00 (Per Hr)**
- **Travel 10 Miles Outside Mankato** **\$0.75 (Per Mile)**

Optional Packages

- **Video Screen & Projector Rental** **\$85.00 (Per Hr)**
- **Creation Of Photo Slide Show** **\$65.00 (Per 40 Pics)**
Photos must be in digital format and provided 10 days before event
- **Dinner Music Package** **\$40.00 (Per Hrs)**
(Includes musical interlude before the dance, and A Mic For Announcements)
- **Up-Lighting Package** **\$170 (Per Event)**
- **Fog Machine** **\$20 (Per Event)**

Total Optional Packages _____ +Performance Fee _____ =Grand Total \$ _____