

Spectrum Mobile Entertainment Event Contract



AGREEMENT made this Monday, December 18, 2023 by and between _____, hereinafter referred to as the Purchaser, and Spectrum Mobile Entertainment, hereinafter referred to as the DJ. Printed first and last name.

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:

(Venue):

(Address):

(Phone #): (403)

2. Spectrum Mobile Entertainment hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location. The agreement is only valid at the decided location.

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

4. Spectrum Mobile Entertainment 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):

Start Time(s):

Finish Time(s):

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 **\$250**, is required to secure the services of Spectrum Mobile Entertainment for the engagement. The agreement is not validated until deposit is received. This amount shall be applied toward the Performance Fee. Final payment is due Ten Days prior to the contracted service date. Spectrum Mobile Entertainment reserves the right to terminate the contract if the final payment is not completed before the contracted service date. All date reservation fees are nonrefundable unless the DJ cancels the engagement.

7. The Performance Fee is **\$0000** for the time frame outlined above.

Services requested that exceed the time frame will be charged at the rate of \$100 per hour, payable on 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. All-inclusive packages will not have any additional hourly service charges.

Purchaser Initials _____ Spectrum Mobile Entertainment *SG*

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

9. 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 "The Performance Fee" as liquidated damages, 14% interest thereon, plus all attorney's fees.

10. 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.

11. It is understood that if this is a "Rain or Shine" event, Spectrum Mobile Entertainment 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 them, 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.

12. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Spectrum Mobile Entertainment staff or any equipment in Spectrum Mobile Entertainment possession, Spectrum Mobile Entertainment reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 10 minutes), Spectrum Mobile Entertainment 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 Spectrum Mobile Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Spectrum Mobile Entertainment reserves the right to deny any guest access to the sound system, DJ booth and area, music recordings, or other equipment.

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13. Purchaser shall provide Spectrum Mobile Entertainment with safe and appropriate working conditions. This includes a 10-foot by 10-foot area for setup minimum depending on package chosen, space for setting up speakers and lighting stands. Spectrum Mobile Entertainment requires a minimum of one 15-20-amp circuit outlet 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 and the receptacle in good condition and functional ground. 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. 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 or municipality. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog/haze). These charges may be invoiced to the purchaser after the event if they are unforeseen or are imposed on the day of the engagement.

14. The Purchaser shall at all times have complete direction and supervision of the performance of Spectrum Mobile Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Spectrum Mobile Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to Spectrum Mobile Entertainment at least one week (7 days) prior to the date of the engagement for it to be included in Spectrum Mobile Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, Spectrum Mobile Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Spectrum Mobile Entertainment reserves the right at all times to refuse certain music selections if deemed inappropriate or offensive for the patrons in the venue. Spectrum Mobile Entertainment will make an extra effort to have music requests available if they are received IN WRITING at least 5 days prior to the engagement.

15. In the event of non-payment, Spectrum Mobile Entertainment retains the right to attempt collection through the courts. A biweekly interest charge will be applied to any unpaid fees at a rate of 28%. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Spectrum Mobile Entertainment. Purchaser shall be charged \$25 for each bounced check plus a \$12.75 service charge for each collection notice. Preferred method of payment is Interac E Transfer.

16. This agreement guarantees that Spectrum Mobile Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Spectrum Mobile Entertainment time of arrival; however, Spectrum Mobile Entertainment requests that they be permitted a minimum of 45 minutes before the engagement and 45 minutes after the engagement for setup and takedown. Spectrum Mobile Entertainment 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 upstairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00 per half-hour. If Purchaser or venue requires Spectrum Mobile Entertainment to postpone takedown more than 30 minutes after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

17. Special provisions & Additional Services Requested:

Entertainment Package Chosen	\$	Additional Services & Equipment	\$
Your Event			incl
			Incl
Performance Fee Total with GST			
\$	-		

Purchaser Initials _____ Spectrum Mobile Entertainment *SG*

18. 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.

19. 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.

20. Purchaser agrees to defend, indemnify, assume liability for and hold Spectrum Mobile Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Spectrum Mobile Entertainment performance.

Purchaser may not transfer this contract to another party without the prior written consent of Spectrum Mobile Entertainment. This agreement is not binding until signed by both Purchaser and Spectrum Mobile Entertainment has received it along with the date reservation fee. Any changes must be written and signed by both the Purchaser and Mobile DJ Service. Oral agreements are non-binding in any way shape or form. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

21. Spectrum Mobile Entertainment may elect not to exercise their rights as specified in this agreement.

By doing so, Spectrum Mobile Entertainment does not waive their right to exercise those options at a future date.

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

Purchaser:

Signature :

Street Address: _____

Daytime Phone: _____

Evening Phone: _____

Scott Gleisner, Owner and DJ. *Scott Gleisner*



Canadian DJ
COLLECTIVE

**Spectrum Mobile
Entertainment**

Professional Mobile DJ

Innovation in Sound
Intelligence in Lighting

