



THROW YO HANDS UP ENTERTAINMENT

Entertainment Agreement Contract

ADDRESS

10141 Bethel Church Rd.
Manchester, MI, 48158

CONTACT

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ENTERTAINMENT AGREEMENT: THROW YO HANDS UP ENTERTAINMENT

ITEM # 1

The Parties: This agreement outlines mobile disc jockey entertainment services for the event described below, between the undersigned Client and Throw Yo Hands Up Entertainment.

ITEM # 2

Job Description: Throw Yo' Hands Up Entertainment agrees to furnish services to the following Client and specifications:

Client Name: _____

Company/Organization: _____

Address of Client: _____

Primary Tel. No.: _____ **Secondary Tel. No.:** _____

E-mail of Client: _____

Event Type: _____ **Date of Event:** (/ /)

Address of Event: _____

Tel. No. of Event: _____ **Start Time:** _____ **Stop Time:** _____

ITEM # 3

Terms of Agreement:

Payment Terms: The total fee agreed upon by the Client and Throw Yo Hands Up Entertainment will be shown in item 12. Payment must be paid on the day of the event. If payment needs to be collected after the event date, a fee of \$50 is added. Assembling and disassembling the equipment is FREE. Travel is also FREE within our primary service area. If the event is cut short, Throw Yo Hands Up Entertainment has full rights to agreed payment terms. No percentage will be refunded. We accept cash and/or checks ONLY. Make checks payable to Aaron Helber (a.k.a. DJ). *Gratuities are accepted. 10% is customary.*

Down payment: for events paying \$200.00 and over, a \$50 non-refundable down payment of the agreed price is due at the signing of the contract.

Payment Options: (1) The full payment for the event maybe paid at the signing of this contract, if so the client is entitled to a \$25 discount. (2) Pay the full agreed amount on the day of the event. (3) Or lastly, choose to pay in installments, up to three installments. Please check the payment option box under Item #12.

ITEM # 4

Cancellation: If the contracted event is canceled, Throw Yo Hands Up Entertainment will obtain full rights to the non-refundable down payment of \$50. If the full payment is paid at the signing of this document, the balance less the down payment will be refunded. Client will have 30 days from cancellation to reschedule for any available date. A cancellation fee of \$50 will apply if the event is not rescheduled.

Property inconvenience; if Throw Yo Hands Up Entertainment is unable to perform the day of the event due to power problems of the building, the client is liable for the \$50 non-refundable down payment. DJ will seek additional compensation from the building owner and would advise the Client to do the same.

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DJ initiates cancellation; \$100 will be paid towards the purchase of a different DJ service. DJ will refer a comparable service. Throw Yo Hands Up Entertainment is only liable for \$100 and this contract is void after client has received the \$100 payment. Unavoidable cancellation; In the cases of; illness, car accident, or extreme malfunction of equipment Throw Yo Hands Up Entertainment will refund double the contracted price.

ITEM # 5

Provisions: The Client shall ensure that:

Performance facility provides DJ with a sturdy covered table approximately 2 x 8 feet in an area within 25 feet of a electrical outlet (3 prong grounded);

Facility is open at least 1 ½ hours prior to scheduled start time, for setup;

Personnel must be present 1 ½ hours prior to scheduled start time;

Reasonable steps will be taken to protect Throw Yo Hands Up Entertainment's equipment, personnel, and music;

Crowd control will be provided by the Client and personnel designated by the Client; (this may be family and friends) If violence breaks out, the music will stop and the POLICE will be called!

If damage is caused by the Client or the Client's Guests he/she will be liable for half of the cost of damaged equipment; (we have full records of all equipment) See Item # 7 for damage insurance

For outdoor performances, shelter shall be provided that completely covers and protects Throw Yo Hands Up Entertainment's equipment from adverse weather conditions. Includes a hard surface away from wet grass and water;

The facility must meet all federal and state safety regulations and have all appropriate music licenses and performance permits;

If stage is present Throw Yo Hands Up Entertainment would like to occupy that particular part of said facility; (other arrangements are openly accepted)

Throw Yo Hands Up Entertainment is not liable to damages caused to the facility.

ITEM # 6

Legal Action: This agreement is made in and subject to the laws of the State. Legal proceeding concerning this agreement shall be in an appropriate court of law between the Client and DJ in case of breach of Contract. **It is agreed that liquidated damages to the plaintiff will be no more than the amount agreed upon in this contract.** If the Client breaches this contract, they shall pay the amount agreed upon, in addition to damages, 5% interest thereon plus a reasonable attorney's fee. If the DJ breaches this contract, Client is entitled to legal action to the extent of this contract.

ITEM # 7

Rates & Extra Charges

Rates: \$175 per hour. Average playing time is 1-4 hrs. DJ reserves the right to charge by event package rather than hourly rate.

Overtime: \$55 per half-hour. Overtime will be granted when feasible. Payable in cash or check.

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Damage Insurance: By agreeing to this charge any equipment damaged by the client's guests will NOT be passed onto the client. If harm comes from the facility the client is not liable for damage, even if damage insurance is not purchased. Damage Insurance is at a cost of \$25 per event. For events near and around water, i.e. a pool, damage insurance is required.

Extra Charges: \$25 outdoor charge. \$50 for events 75+ miles outside service area.

ITEM # 8

Play List: A play list is required. The play list must have the song title and artist/group. The play list must be returned two weeks prior to the event, either by mail or E-Mail. The reason for the two week deadline is so Throw Yo Hands Up Entertainment can compile the requests. If the Client would like, we can send a request list so that a play list may be made from our music collection. Also, a request book will be present for guests to make song requests.

ITEM # 9

Contests, Games, and Popular Dances: Adding some of these may spice up the event. These are also useful to get the crowd involved. Ask for more information at the signing of this contract.

ITEM # 10

DJ Personality: If announcements need to be made, a list must be presented by the Client before start of the event. If possible, times need to be present on the list of announcements. The DJ may need to have names pronounced correctly to them before the start of the event. Please inform the DJ on the dress of the event; casual, business casual, semi-formal, or formal.

ITEM # 11

Preferences of the Client:

-Is the Disc Jockey going to be considered Entertainment or a Performer? Check all that apply;

(Entertainment: soft music; dinner/cocktail music & light rock/pop

(Performer: keep the dance floor packed with the best party music)

-What is the age range of your guests?

-Does the Client want any Games, Contest, and/or Special Dances?

1 _____

2 _____

3 _____

4 _____

5 _____

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-What type of music might entertain the guests best?

50's___ 60's___ 70's___ 80's___ 90's___ 2000's___

Top 40___ Rock___ Hip-Hop___ Country___ Dance___

Oldies___ Disco___ Motown___ Other_____

-What kind of music does the Client **NOT** want played?_____

-Does the Client have any special requests for the DJ? _____

ITEM # 12

Payment Terms:

-The down payment for this event is: (minimum of \$50) \$_____

-The total for extra charges/discounts \$_____

-Damage Insurance (\$25) Yes___ No___

-DJ is entitled to one free meal Yes___ No___

-Payment options: Event Day___ Contract Signing (\$25 discount) _____

Installments ___ Dates; _____

-Clients Due Amount for this event is \$_____

To Conclude Client's fee: the agreed amount - down payment + Extra Charges/Discounts = Due Amount

THIS CONTRACT IS NOT BINDING UNLESS ALL PARTIES SIGN!

Clients Signature:_____

Throw Yo Hands Up Entertainment: Aaron Helber

My printed signature is binding

Is there any thing the Client would like to add to this contract?

All additions are invalid unless initialed by DJ.

FOR USE IN CONTRACTING MORE THAN ONE EVENT

I agree that Throw Yo Hands Up Entertainment is contracted for # _____Events.

The price for each events will cost \$_____

All items in this contract will apply at each event.