

COLONEL C PRODUCTIONS

3627 Topaz Drive Claymont, DE 19703

cdantinne@colonelc.com

www.colonelc.com

Office (302) 294-2022

Client Information

Name:

Address:

Contract Date:

Phone:

Email:

Event Information

Event Type:

Event Date:

Location of Event:

Official DJ Start Time:

Event Time:

Venue Phone:

Official DJ End Time:

Contract Services

Event Price for up to **4 hours**

Additional Services

Overtime Charges

(150% of hourly rate or \$75/half hour, which ever is larger)

Non-Refundable Booking Fee

(50% of Event & Additional Services Price)

Total Payments

Balance Due

\$ _____.

\$ _____.

\$ _____.

\$ _____.

\$ _____.

\$ _____.

It is understood that this contract is binding on both parties. It cannot be altered or changed unless agreed to in writing by the said parties, Contractor and Client. Cancellation of the engagement by the Client is possible if Contractor is notified in writing not less than 60 days in advance before the engagement date. Failure to do so will result in full payment being due as damages. Cancellation by the Client more than 60 days in advance will result in the refund of all payments, less booking fee, unless otherwise noted. Signer verifies that he/she has the authority to enter into a contractual relationship on behalf of the Client/Corporation.

BALANCE DUE IS PAYABLE TWO WEEKS PRIOR TO THE EVENT (UNLESS OTHERWISE NOTED) BY CASH OR PERSONAL/CORPORATE CHECK.

Specific Performance: Client shall contract event facility to confirm that the following will be provided: 1) Minimum space of 15' wide x 8' deep for the sound and lighting equipment, within 10' of the dance floor; 2) Access to the facility at least 2 hours prior to the event; 3) The DJ area must be located near adequate electrical outlets, with at least two circuits; 4) For outdoor events, Client shall provide adequate protection for the DJ and equipment from sun and weather conditions; 5) A banquet table at least 4 ft long near the performance area for the DJ's use.

Client is to provide directions to the venue no later than 7 days before the event. There is an additional transportation expense for travel greater than 40 miles, one direction.

PLEASE NOTE IMPORTANT CLAUSE: The Booking Fee listed on this contract must be paid by ____/____/____. Failure to do so could result in loss of contract date. Dates are guaranteed on a first come, first received basis.

ADDITIONAL TERMS & CONDITIONS ARE LISTED ON THE 2ND PAGE. SIGNING THIS CONTRACT VERIFIES THAT YOU HAVE READ AND AGREE WITH ALL TERMS & CONDITIONS AS PRESENTED.

Additional Terms and Conditions

1. The Client agrees to pay a \$25.00 service charge for all returned checks, plus any bank service charges incurred by Colonel C Productions as a result of a returned check.
2. The performance starting time is listed on the front of this contract. **This agreement guarantees that Colonel C Productions will be ready to perform at the starting time of the event.** In most cases, the DJ will arrive at least one hour prior to the contracted time. However, no guarantee is made as to the DJ's EXACT time of arrival. (Please call if this is a problem. In some cases you can pay the overtime fee to ensure that the disc jockey arrives at the event by a certain time. The contract will need to be revised and initialed by both parties for this service.)
3. This agreement of Colonel C Productions to perform shall be excused by detention of DJ by sickness, accidents, acts of God, or any other legitimate condition beyond Colonel C Productions control. In the unlikely event that the DJ is unable to appear, Colonel C Productions will make every effort to find a qualified replacement at the agreed upon fees. **Should Colonel C Productions be unable to find a replacement, Client will receive a full refund.** Further, in the unlikely event that the Disc Jockey is delayed and the event does not start on time, or time is lost during the event due to equipment malfunction, Colonel C Productions will refund the portion of the fees paid prorated to the time lost. Client agrees that in all circumstances, Colonel C Production's liability will be limited to the performance fee and that Colonel C Productions will not be responsible for indirect or consequential damages.
4. The Disc Jockey will make every effort to play all requests but cannot be held responsible if specific selections are not available UNLESS ARRANGEMENTS ARE MADE BEFOREHAND TO ENSURE THEIR AVAILABILITY.
5. When overtime hours are not negotiated at the time of the contract origin (unless the contract is for the whole event and noted), Colonel C Productions cannot guarantee the Disc Jockey's availability to play past the contracted time. Overtime is payable either by cash or as a part of the final balance due at the conclusion of the event.
6. The Client agrees to maintain a safe environment so as to protect the equipment used from theft, vandalism and threat to harm to the Disc Jockey/Entertainment Host. The Disc Jockey/Entertainment Host has the right to stop the performance and take the necessary steps to secure himself/herself and/or equipment, up to and including removing equipment and leaving the event. Disc Jockey/Entertainment Host will approach Client to intercede if any problems develop and will only leave if the problem cannot be corrected to the satisfaction of the Disc Jockey/Entertainment Host. Client is responsible for any damages caused by the Client and/or Client's guests.
7. **Payment for retainer fee or payments on account will be accepted by check or cash. Make checks payable to: Clint Dantine**
8. No handwritten changes may be made to this contract unless both the Client and Colonel C Productions initial the changes as being mutually acceptable.
9. Colonel C Productions has right to print, publish, and use these freely for promotional purposes. (Can Be Waived Initial Here _____).
10. The Client agrees that this contract shall be governed by the laws of the State of Delaware. In the event of a suit involving or relating to this agreement, the Client agrees that the venue for the suit will be in New Castle County, Delaware. In the event that legal action is taken by Colonel C Productions to enforce this agreement, the Client agrees to pay reasonable attorney's fees, court costs and interest to Colonel C Productions. In the event that the Client takes legal action against Colonel C Productions, the Client agrees to pay reasonable attorney's fees incurred by Colonel C Productions, unless the Client is awarded a judgment against Colonel C Productions.
11. This agreement cannot be cancelled except by mutual written consent of both the Client and Colonel C Productions. If agreement cancellation is initiated by Client in writing to Colonel C Productions no less than 45 days before the event, Client will be issued a refund of all monies paid less the booking fee. Otherwise, Client will be obligated to make full payment of the total fee agreed upon. **If cancellation is initiated by Colonel C, all monies paid, including the booking fee will be refunded to the Client.**
12. This agreement contains all the terms and conditions agreed upon by the Client and Colonel C Productions, and no other agreements, oral or otherwise regarding the subject matter of this contract or performance for the event stated on this contract shall be deemed to exist.

Agreed to and Accept by:

Non-Refundable Booking Fee Required: \$_____

 Clint Dantine
 Proprietor, Colonel C Productions

 Client