TJ THE DJ PRODUCTIONS
TJ HOWER, OWNER
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WEDDING ENTERTAINMENT AGREEMENT

AGREEMENT made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the Purchaser(s), and Thomas J. Hower, hereinafter referred to as the DJ.

WITNESS 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 at the following Event Location(s):

EVENT DATE: _____

Ceremony Music: ☐ Yes ☐ No Start time: _____ Rehearsal date: _____

Reception Music: ☐ Yes ☐ No Start time: _____ End time: _____

Venue Name: _____

Address: _____

_____

Phone #: _____

Location #2 (if applicable):

Start Time: _____ End Time: _____

Venue Name: _____

Address: _____

_____

Phone #: _____

2. The Purchaser, in consideration of the services 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 deposit of $250 is required to secure the services of the DJ for the date(s) and time(s) of the engagement(s) listed above. This deposit will be credited to the overall Performance Fee, which must be paid in full at least one day before your event.
   - The Performance Fee is based upon the package choices listed on the following page. Please choose the package that best suits your needs:

WEDDING PACKAGES AND ADD-ONS

Package pricing is based on a 5-hour event (1 hour for cocktails, 1 hour for dinner and 3 hours of dancing). Reception service begins at cocktail hour, unless other arrangements have been made.

☐ **"SILVER" RECEPTION PACKAGE**

The SILVER package is a budget-friendly option designed for outdoor or daytime events where lights are not necessary. This setup includes our professional 4-speaker JBL sound system and Shure wireless mics. No lighting is included with this package. Rates begin at $1500 for up to 5 hours. Services that exceed 5 hours may be purchased at $100 per hour.

☐ Additional Time Requested: _____ hours

☐ **"GOLD" RECEPTION PACKAGE**

The GOLD package is our most popular sound and lighting option, perfect for events up to 200 people. This setup includes our professional 4-speaker JBL sound system, Shure wireless mics and 4 sound-activated LED tube lights that are synchronized to the beat of the music. Rates begin at $1600 for up to 5 hours. Services that exceed 5 hours may be purchased at $100 per hour.

☐ Additional Time Requested: _____ hours

☐ **"PLATINUM" RECEPTION PACKAGE**

The PLATINUM package is perfect for larger events of 200+ people. This setup includes our professional 4-speaker JBL sound system and Shure wireless mics and takes the visual element of your event to the next level with our premium lighting package—including 6 sound-activated LED tube lights and 4 truss-mounted LED "wash lights" that fill your event space with brilliant color. Rates begin at $1800 for up to 5 hours. Services that exceed 5 hours may be purchased at $100 per hour.

☐ Additional Time Requested: _____ hours

UPGRADES & ADD-ONS:

☐ **WEDDING CEREMONY**

Need music and sound reinforcement for your ceremony? Our wedding ceremony package includes everything you need! This setup includes our battery-powered Bose sound system, Sennheiser wireless microphones, customized pre-ceremony music playlist, all in-ceremony music, setup/teardown of all equipment, plus attendance at your rehearsal—all for $400.

☐ **UPLIGHTLING**

Transform the look of your venue with pillars of light! These lights are placed around your event space and come ALIVE when integrated with our dancefloor lighting for a full 360-degree visual experience for you and your guests. Add up to 16 uplights for just $200.

TOTAL PEFORMANCE FEE = $_____

Payments may be made in cash, check (payable to "Thomas J. Hower), Venmo (@tjhower), PayPal (@tjthedjproductions) or credit card. A 4% handling fee is added to all credit card transactions.

ADDITIONAL TERMS & CONDITIONS

PAYMENT: A deposit of $250 is required to secure your event date. This deposit is credited toward your final Performance Fee total. The remaining balance must be made in-full at least 1 day before your Event. If payment is not made in-full by this time, the DJ retains the right to refuse service and the Purchaser shall not hold the DJ liable for any claims arising from such a decision. Furthermore, in the event of non-payment, the DJ retains the right to attempt collection through the courts and/or collection agency. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Thomas J. Hower. A $50 fee will be assessed to any returned checks.

ATTENDANCE: The agreement of the DJ to perform is subject to proven detention by accidents, illness, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by the DJ to find replacement entertainment at the agreed upon fees. Should the DJ be unable to procure a replacement, Purchaser shall receive a full refund, including deposit. Purchaser agrees that in all circumstances, the DJ's liability shall be exclusively limited to an amount equal to the Performance Fee and that the DJ shall not be liable for indirect or consequential damages arising from any breach of contract.

CANCELLATION: The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. Cancellations in excess of 30 days from the event date may be refunded, however the Purchaser agrees to forfeit the deposit amount. Cancellations less than 30 days from the Event Date will result in the total Performance Fee being due, unless both parties agree, in writing, to cancel the agreement. In the event the Purchaser breaches the contract, he/she shall pay the DJ the amount set forth above as "Performance Fee" as liquidated damages, 8% interest thereon, plus attorney fees.

LIABILITY: 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 the Event, if damage is caused by Purchaser or guest, members of his or her organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

WEATHER: It is understood that if this is a "Rain or Shine" event, the DJ's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup/performance 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.

THREAT OR HARM: In the event of circumstances deemed to present a threat or implied threat of injury or harm to the DJ, staff or any equipment in his/her possession, the DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes), the DJ 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 the DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ TJ the DJ _____

TECHNICAL DETAILS

SPACE REQUIREMENTS: Purchaser shall provide the DJ with safe and appropriate working conditions—including an absolute minimum setup area of 8-feet wide by 6 feet deep, preferably adjacent to the dance area. This allows adequate space for the DJ table, speakers and lighting stands. When lights are used, minimum setup area should also include at least 8 feet of vertical clearance to accommodate lighting stands and/or trussing.

POWER REQUIREMENTS: The DJ requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 30 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.

VENUE CHARGES: 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 a fog machine, if applicable).

CONTROL: The Purchaser shall at all times have complete control, direction and supervision of the performance of the DJ at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the DJ services.

MUSIC: DJ will make every effort to accommodate music requests made by the Purchase and/or their guests. If specific songs are requested, a written music request list must be received from the Purchaser at least 2 weeks prior to the date of the engagement for it to be included in TJ the DJ's programming. With or without the aid of an event/music planner or music request list, the DJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable.

TIME: This agreement guarantees that the DJ will be ready to perform at the specified start time of the engagement. No guarantee is made as to the DJ's time of arrival; however, the DJ requests that they be permitted a minimum of 2 hours previous to the engagement and a minimum of 1 hour after the engagement for setup and teardown of equipment. If Purchaser or venue requires the DJ to complete setup more than two hours before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of $50 per hour.

ACCESSIBILITY: Due to the size and weight of equipment, the DJ requests easy load-in and load-out access to the venue, which may include a ramp or elevator access between the parking/ service entrance and the setup area (if equipment must travel to an area on a different level than the entrance). If the venue requires equipment to be carried up/down stairs or lifted onto a stage to reach the setup area, an additional $100 labor charge will be included in the performance fee.

TRAVEL: Purchaser shall provide adequate addresses and/or directions to the performance venues. Engagements within 30 miles (one way) of Erin, NY will not be assessed a travel charge. Services requiring travel outside of this area will be charged at $0.70 per mile in excess of 30 miles. Engagements in excess of 250 miles will require accommodations be made for a 2-night minimum stay at a local hotel/motel for the DJ and any assistants to be provided by Purchaser.

Purchaser Initials _____ TJ the DJ _____

LEGAL CONSIDERATIONS

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he/she is at least 18 years of age, and further, if executing contract as agent or representative, that he/she has the authority to enter into this agreement. Should he/she not have such authority, he/she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this 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, 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 New York shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Steuben County, New York.

Purchaser agrees to defend, indemnify, assume liability for and hold the DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the DJ. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of the DJ. This agreement is not binding until signed by Purchaser and the DJ has received it. Any changes must be written and signed by both the Purchaser and the DJ. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, or unenforceable, the rest of the agreement shall remain in force. The DJ may elect not to exercise their rights as specified in this agreement. By doing so, the DJ 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

_____
Street Address

_____
City State Zip

_____
Daytime Phone

_____
Email Address

TJ the DJ:

_____
Signature

Please send signed contract to:
Thomas J. Hower
317 Sandbank Rd.
Erin, NY 14838

PH: 607-857-5689 (call or text)
EM: TJ@TJtheDJproductions.com
www.TJtheDJproductions.com
Facebook.com/TJtheDJproductions

WEDDING CEREMONY MUSIC (IF APPLICABLE)

Please select the specific songs you would like for your ceremony in the blanks provided below (including artist and song title). These music selections are uniquely yours and may include any recorded song of your choosing. A variety of predetermined "Pre-Ceremony Music" playlists are available on our website, TJtheDJproductions.com/weddings or please speak with your DJ for examples of these music options. You're also welcome to provide your own selections. We can also handle sound reinforcement for live musicians or special readings that occur during your ceremony.

PRE-CEREMONY MUSIC: ___(PLEASE SPEAK WITH YOUR DJ ABOUT OPTIONS)

GROOM/GROOMSMAN PROCESSIONAL: _____

BRIDESMAIDS PROCESSIONAL:_____

BRIDE PROCESSIONAL: _____

UNITY CEREMONY: _____

RECESSIONAL: _____

SPECIAL INSTRUCTIONS:_____

_____

_____

COCKTAIL HOUR & DINNER MUSIC

A variety of predetermined cocktail hour/dinner music playlists are available on our website, TJtheDJproductions.com/weddings or please speak with your DJ for examples of these music options. If you would like us to recreate a customized music playlist for your cocktail hour and dinner music, please indicate your musical preferences below.

☐ WEDDING POP **(MOST POPULAR)** ☐ POP INSTRUMENTAL ☐ ACOUSTIC POP

☐ PIANO INSTRUMENTAL ☐ TOP 40/POP ☐ CLASSIC 80'S

☐ COUNTRY ☐ CLASSIC ROCK ☐ OLDIES

☐ BIG BAND/JAZZ ☐ FOLK ☐ OTHER

IF OTHER, PLEASE LIST/DESCRIBE: _____

_____

_____

RECEPTION DANCE MUSIC

Just as every wedding is different, every wedding crowd is different. We've built a library of over 1000 tried-and-true wedding dance favorites, but want to custom tailor the dance music to your specific audience. Help us out by selecting the genres you believe your crowd may be most interested in:

☐ TOP 4O/POP	☐ COUNTRY	☐ CLASSIC ROCK
☐ HIP HOP	☐ 80'S DANCE	☐ 90'S DANCE
☐ THROWBACK 2000s	☐ BIG BAND/JAZZ	☐ DISCO
☐ ELECTRONIC DANCE	☐ REMIXES	☐ OTHER/SPECIAL

IF OTHER, PLEASE LIST/DESCRIBE: _____

_____

RECEPTION EVENTS

Please select specific songs for your wedding reception events in the blanks provided below (including artist and song title). These music selections are uniquely yours and may include any recorded song of your choosing. A list of song ideas is available at TJtheDJproductions.com/weddings. If you do not wish to include any of the following events, please leave the space blank or cross it out.

WEDDING PARTY ENTRANCE: _____

FIRST DANCE: _____

FATHER-DAUGHTER DANCE: _____

MOTHER-SON DANCE: _____

CAKE CUTTING: _____

GARTER REMOVAL: _____

BOUQUET TOSS: _____

GARTER TOSS: _____

GARTER PLACEMENT:_____

DOLLAR DANCE FIRST SONG: _____

SPECIAL DEDICATION: _____

LAST DANCE: _____

GRAND ENTRANCE INTRODUCTIONS

Parents of the Bride: _____

Parents of the Groom: _____

Bridesmaids:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Groomsmen:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Maid / Matron of Honor:

_____

Best Man:

_____

Bride & Groom: _____