

DJPartyPete.com

Creating the Right Entertainment Uniquely For You!

4245 N. Central Expy. Suite #490 Dallas, Texas 75205

Office# Direct: 972.904.3472

EVENT TYPE: YOUTH/SCHOOL DANCE

A1.

Call in or email Date:

Office Phone:

Personal Phone, cell:

Office Email:

B2.

This Entertainment Agreement confirms that the Disc Jockey/Emcee/Musical Ambiance Coordinator/Director and Musical Host is **Pete Cormican**, and that the client agrees to pay the balance prior to the listed performance and provide a covered, dry performance location protected from the sun, inside or outside and any body of water within 20ft or greater. **Pete Cormican** also agrees to fulfill his duties and obligation to said client as the onsite, contracted entertainment director/talent and or performer. **DJPartyPeteDJ.com** will conduct all responsibilities in a professional, courteous and crowd control manners at all times.

Set:

Start:

Perform up to:

Date of event:

Type:

For:

Notes:

School:

School/Venue address:

Agent or Venue Contact:

THIS ENTERTAINMENT AGREEMENT IS NULL AND VOID IF: **Reservation Fee and or signed Agreement are not received by** ___/___/20**.

The following reservation/retainer fee is non-refundable! This agreement is only and strictly between **Pete Cormican** and

(Client(s) _____)

All Contract information and fee **adjustments are deemed confidential** and not to be shared!

Due to the increase of experience and cost of living increases, the service fee might not reflect last booked events agreement.

Total Service Fee: \$_____ for up to ___ hours. _____ per hour

Retainer/Reservation Fee: \$_____.

Office use only. Confirmed on: _____.

Balance is due: prior to the events starts: **Remainder after reservation fee:** \$_____ unless the event has gone over _ hours. If balance is not paid in full by said balance due date, then client is in breach of contract. Client agrees to pay a daily late fee of \$30.00 per day or the maximum amount allowed by the State of Texas for each day balance has not been made after the event has occurred.

Make all Checks/Monies Payable to: **Pete Cormican**. * **Personal or business check must include your Driver's License number.**

Paying with Venmo, Paypal? i.e. **Venmo, @Pete-Cormican** & **Paypal @GardenerPartyPeteDJ.**

(Zelle) preferred, fun@DJPartyPete.com 3472, is a FREE, bank to bank money transfer service, and we ask that you please comply to use Zelle, if not a check.

***Please sign and return one copy along with your Reservation Fee; retain the other copy for your records.**

D4.

Inclement Weather: It is the sole responsibility of the client(s) to provide a dry, covered alternate site and pay the full agreement price.

Rescheduling: may be permitted **according to availability** of performer and a **\$275.00 new hold, date/times transfer fee.**

Performer is not responsible for any acts of God or National Emergencies, but only to the extent that such act/emergency would make it unreasonable to conduct the Event as provided in this Agreement.

- **Client Direction:** Face-to-face personalized planning meeting(s) with Client in advance of the event is strongly encouraged and included with unlimited telephone and email support. These meetings will be used to plan the Client's event, select music, create a timeline of events, and discuss event logistics.
- **Terms of service and event timeline creation responsibility belong to:** **Pete Cormican** agrees to provide services, pre and post production..i.e. DJ tools, sound equipment removal, revision and finalization of event itinerary(s). **DJPartyPeteDJ.com** agrees to provide services, pre and post production, revision and finalization of event itinerary(s).

- **Reimbursement:** Monies paid by client under this agreement (less a preparation fee of \$150.00) will be made if said talent is unable to perform or a comparable talent (acceptable to Client in its reasonable discretion) cannot fill the position. Should the returned agreement bear a postmark date later than given in C3 deadline paragraph, **Pete Cormican** may at it's election waive the above provisions of this paragraph by telephone or written notice of the agreement by purchaser or parties associated with the purchaser, with a notice of acceptance of the agreement within 48 hours of the post mark date on the returned agreement. Upon providing such a notice all provision of this agreement shall be deemed in effect and binding upon all parties here in.
- **Our dedication to your event date(s):** Since we agree to remove our availability of employment completely off the market from all others, and you "the client" retain **Pete Cormican** services for said event date(s) within time frame of returned agreement, no other entity will override the agreement between those parties mentioned above, and will be accepted as legal & binding between both parties.
- **In the event the said client is to terminate/cancel or breach this signed and confirmed Agreement within one hundred twenty days prior to or during the event, the client is liable for 100% of the contracted amount or the remaining balance. Termination of this Agreement does not relieve you of your financial obligation to pay for the remaining balance within the 120 day window. You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid to Pete Cormican or DJPartyPeteDJ.com.**
- In the event you elect to request or select non-standard music that is not stocked in **Pete Cormican** existing library, and will not be classified as a routine use or call for selection, it will be the Client's responsibility to provide said music in MP3 or MP4 format to **Pete Cormican**.
- **Client agrees:** names, theme description, all communications oral or written may be used as necessary by **DJPartyPeteDJ.com** . By your signature below you are executing a modeling release and granting approval for **DJPartyPeteDJ.com** to journalistic photographs as they deem usable and appropriate for the event activities which will be made by **DJPartyPeteDJ.com** Staff.
- Such media may be used for future entertainment sales and marketing purposes in a professional manner.
- **The Entertainment & Musical Host/DJ:** is a subcontractor of **DJPartyPeteDJ.com** and is responsible for all liabilities to the client.
- **When Pete Cormican and/or associates of DJPartyPeteDJ.com determine that another entity hinders our ability to perform the duties previously agreed upon by said client(s) with and for Pete Cormican; we reserve the right to discretely instruct all parties involved (not excluding vendors, family & friends) of our established authority as the event and entertainment director/coordinator(s).**
- Client further agrees to pay for any direct damages to **Pete Cormican** (or any replacement talent provided pursuant to the previous sentence) or his equipment that is done at the event by "client" and or guests of Client. **DJPartyPeteDJ.com** and **Pete Cormican** each agrees, on a joint and several basis, to pay for any direct damages incurred by Client as a result of the actions or omissions of **DJPartyPeteDJ.com** , **Pete Cormican** or their respective employees or agents in connection with the event.
- **When spontaneous:** changes, suggestions or emergencies occur during the course of the event; for best interest protection to the client and the structure of the event plan, **DJPartyPeteDJ.com** and/or associates (said talent) of **DJPartyPeteDJ.com** will be on site for immediate possible itinerary re-structuring, to determine an alternant implementation for the situation, with final approval of the event planner of changes or suggestions during any unexpected delay(s)/situation(s).
- **Our entire Liability:** will NEVER exceed the face amount of the entertainment portion of this contract equating to **\$250.00** under any circumstance. Due to the inherent nature and activities of alcohol consumption and/or celebration conduct or activities by co-workers/family and/or guests before and during most celebration events,
- **Client agrees:** **DJPartyPeteDJ.com** nor its insurance, will NOT be liable for ANY incident, damage, accident, injury, claim, suit, or other similar event to Client, their guests, rental or privately owned facility or property, that might arise from **DJPartyPeteDJ.com** performing such contracted entertainment service for Client. Client agrees to hereby defend and hold **DJPartyPeteDJ.com** , **Pete Cormican**, and any and all of its agents, representatives, family members, or guests, indemnify and hold harmless of any and all - past, present, or future or subsequent claim or suit.
- **Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- **There will be a 25% charge on the balance of all agreements not paid 2 weeks BEFORE the event.**

By signing this agreement: you agree and understand all terms mentioned, explained and discussed prior to and during the event.

This Entertainment Agreement is legal and binding once signed by both the client and **DJPartyPeteDJ.com** Associate/owner.

This settlement agreement and release contains the entire agreement of the (person and or parties hereto, and the terms are contractual and not a mere recital. Faxed signatures and/or computer PDF signature(s) shall be binding upon the parties word of mouth confirmation(s) & or accompanied with signature, as if original signature(s).

X _____
Client:

X **Pete Cormican** _____
For Himself and on behalf of **DJPartyPeteDJ.com**

Date

Date ____/____, 20__

Please sign and return one copy of this agreement along with your Reservation Fee; print additional copy for your records.