



P.O. Box 382
Pineville, Kentucky 40977
606-269-1823
www.rspdj.com

This contract for musical entertainment, written & dated _____ is made between the undersigned client (purchaser of the DJ's services) and Rhythm Source Productions Inc.

1. Place of Engagement: _____
2. Date(s) of Engagement: _____
3. Starting & Finishing Time: _____
4. Type of Engagement: _____
5. Requested Service: D.J. Service [] Karaoke [] P.A. service [] Other []

TOTAL DUE: \$ _____ (payable to Rhythm Source Productions Inc by Cash, Credit Card via Pay Pal or Money Order)

DEPOSIT: \$ _____ (Minimum half of total, payable to Rhythm Source Productions Inc by Cash, Credit Card via Pay Pal or Money Order unless waived. Deposits must be received, and on a first come-first serve basis, with a signed contract in order to lock in the booking.)

BALANCE: \$ _____ (Full Amount Due if booked within 10 days of the event.)
(Balance due 10 days before event date) (We accept CASH, Cashiers Check, Credit Card via Pay Pal or Money Order payable to Rhythm Source Productions Inc and due anytime before the event starts.) A 5% CHARGE OF THE TOTAL AMOUNT DUE WILL BE ADDED EACH DAY FOR ANY PAYMENT MADE AFTER THE EVENT DATE.

6. **COMMUNICATION: DJ will contact the client within two weeks of the function to discuss all the final details. If there are any important things you don't want left out, this will be the best time to bring them up.**

7. **OVERTIME:** If and when agreeable to the client and the contracted entertainment, the time of engagement may be extended at the pro-ratable overtime rate of **\$100.00** per hour, to be paid prior to the overtime period.

8. **CANCELLATION** of the engagement by the client for any reason shall forfeit the deposit within 90 days of the event. Cancellation of the engagement by the client prior to 90 days before the event, shall receive a full refund of their deposit. A client canceling their engagement by telephone must also verify that cancellation in writing (via dated mail, fax or email).

9. **Provisions:** The client ensures that: (A) the client, place of engagement or caterer shall provide the DJ with a the minimum of: A sturdy, 6' or 8' foot DJ table within 25' of a Two, 3 prong grounded electrical outlets, and 2 chairs; (B) the place of engagement is open and available to the DJ at least 2 hours before the scheduled starting time; (C) the place of engagement meets all state and federal safety regulations; (D) **Additional charge of \$35.00 extra charge for events on 2nd floors requiring, carrying of equipment up flights of stairs.**(E) for all outdoor performances, unless waived by the DJ, a tent or similar overhead protective covering must be provided to prevent damage to the DJ's equipment in the event of adverse weather conditions;

(F) Reasonable steps will be taken to protect the DJ and his equipment & music collection from any type of abuse, theft or damage resulting from this booking. In the unlikely event of circumstances deemed by the DJ to present a real or implied threat of harm to the DJ's equipment, music or person, the DJ reserves the right to cease performance until the client has resolved the threatening situation. If the situation occurs after the event as equipment is being broken down, the DJ reserves the right to ask for the threat to be removed, and if necessary will call the police. (G) The DJ reserves the right to deny any guest access to the DJ's music and/or equipment.

10. If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, Rhythm Source Productions Inc is unable to perform as contracted, every effort will be made by the agency (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the Rhythm Source Productions Inc, at the same fee & terms. If no acceptable substitute can be found, Rhythm Source Productions Inc. agrees to refund the deposit and any and all payments made by the client. Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against Rhythm Source Productions Inc.

11. If Rhythm Source Productions Inc is late starting due to unavoidable detention (traffic, weather, etc.) the client has the option to add that amount of time to the end of the function at no charge or deduct a pro-rated refund from the balance due.

12. In no event shall the Agency, it's officers, or staff be held liable for any personal injury, property damage or subjective performance-related complaints or for any other mishaps occurring at the function that are directly or indirectly the fault and/or responsibility of the Agency. Rhythm Source Productions Inc. and the client agree to indemnify and hold the agency harmless against any and all claims for damages resulting from this booking.

13. It is the client's responsibility to fill out any planner forms provided to them by Rhythm Source Productions Inc., to help understand the general or specific interests of music for the client's particular event. Otherwise music will be played at the DJ's discretion. **If there is a need for music to be played that the DJ or agency doesn't have, that music must be provided by the client before the event in the form of a CD or multiple CDs. (Not MP3s!)**

14. The DJ will dress appropriately for the event. If the appearance of the DJ is a concern, this should be brought to the attention of the agency before the day of the event.

I, the undersigned, have read this document and do fully understand and agree to the terms and conditions set forth herein. (If an invoice is required for payment, please notify us in advance.)

BY SIGNING THIS CONTRACT YOU ALSO GIVE PERMISSION TO USE ANY VIDEO OR PICTURES CAPTURED FOR PROMOTIONAL USE BY RHYTHM SOURCE PRODUCTIONS INC.

| | Agent | Client |
|-----------------|----------------------|------------------|
| Name: | Robert Brumbach | _____ |
| Address: | P.O. Box 382 | _____ |
| | Pineville, KY. 40977 | _____ |
| Phone: | (606)269-1823 | _____ |
| | Agency Signature | Client Signature |
| | X_____ | X_____ |