



# Entertainment Agreement *for* *Hurley Signature Sound*



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**The Parties:** This Agreement is for mobile disc jockey entertainment services for the event described below, between the undersigned Client and Hurley Signature Sound.

**Provisions:** The Client shall ensure that: (1) performance facility's setup area is within 25 feet of at least one, preferably 2, 110-volt outlets 20 amps each (3 prong grounded); (2) facility is open at least 90 minutes prior to scheduled start time; (3) they have chosen the most direct and secure route from unloading area to performance area; (4) reasonable steps will be made to protect Hurley Signature Sound's equipment, personnel, and music, and crowd control will be provided if warranted; (5) for outdoor performances, shelter is provided that completely covers and protects Hurley Signature Sound's equipment from adverse weather conditions.

**Liability:** In order to prevent liability resulting from accidental injury to any individual attending this performance, Hurley Signature Sound reserves the right to deny any guest access to recordings or equipment. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions. In the event of circumstance deemed by DJ to present a real or implied threat of injury or harm to the DJ, equipment, or recordings, then it will be the Client's responsibility, upon notification, to take action to remedy the situation. If no action is taken, the DJ reserves the right, in extreme instances, to cease performance until such time as Client resolves the threatening situation. Hurley Signature Sound assumes no liability for injuries to the client or guests.

**Music Selection:** Hurley Signature Sound encourages the Client to request specific music selections to play during this performance and to submit requests at least seven days before the performance. Hurley Signature Sound will make every effort to play all requests made by the Client, but cannot be held responsible if specific selections are not played due to lack of availability. Client and guests are welcome to browse Hurley Signature Sound's alphabetized music database to choose requests. Unless otherwise specified by Client in writing, Hurley Signature Sound reserves the right to deny requests made by guests based on popularity, dance-ability, and demographic appeal. The remaining music played will be selected according to the aforementioned criteria.

**Delayed Performance:** In the unlikely event that Hurley Signature Sound is unable to perform during the entire agreed upon time period, either due to travel, equipment, or other unforeseen difficulty, liability is limited to a) providing Client with performance time equal to time lacking or b) a refund proportional to time lost. Except for where the performance is incomplete due to a fault of Hurley Signature Sound, the client will be expected to pay the total rate from agreed start time to agreed stop time.

**Cancellation:** This agreement cannot be canceled or modified except in writing by either the Client or Hurley Signature Sound. For cancellations less than 30 days prior to the event, Client is responsible for the total fee OR Client must sign a new Entertainment Agreement with Hurley Signature Sound within two weeks of cancellation for a substitute engagement performed in the following 6 months. For cancellations made by Hurley Signature Sound, Hurley Signature Sound will provide the following provisions, a) a full refund if payment had already been made, b) at least a 20% discount on the clients next booking with Hurley Signature Sound, and c) Hurley Signature Sound will do everything in its power to find another DJ to perform at the clients event. Rescheduling for events cancelled due to inclement weather shall be accommodated whenever possible. Rescheduled events are subject to availability.

**Overtime Costs:** When feasible, a Client's request for extended playing time during event will be accommodated. Overtime requests may be made in half-hour increments at a cost equal to the agreed price per half-hour. Payment for overtime is due the date of the event, and may be made by the agreed payment methods.

**Payment Terms:** Hurley Signature Sound is holding a tentative reservation for Client's event until the signed contract has been received. To confirm this Agreement, return one signed and completed copy with the deposit OR the total fee minus AS SOON AS POSSIBLE. The entire balance is due no later than the date of the event, unless a payment method otherwise arranged and agreed upon with Hurley Signature Sound is indicated at the end of this contract. Hurley Signature Sound reserves the right to require a deposit to secure the booking and if so that deposit will be in the amount of \$100. Bookings will be made on a first come, first serve basis. Client will be notified upon confirmation of the event as soon as possible as all events are subject to availability. Acceptable payment methods are cash, check, or money order payable to Shawn Hurley.

**Job Description:** Hurley Signature Sound agrees to furnish a complete sound system and selection of recorded music as requested by the Client according to the following specifications:

Client Name: \_\_\_\_\_

Company/Org.: \_\_\_\_\_

Address: \_\_\_\_\_

Day Tel. No.: \_\_\_\_\_ Evening Tel. No.: \_\_\_\_\_

Event: \_\_\_\_\_

Place: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ Stop Time: \_\_\_\_\_

Other important information (i.e. directions):

\_\_\_\_\_  
(If necessary, continue on back)

Options Included (Y/N):

Dinner Music \_\_\_ Lights \_\_\_ Fog \_\_\_ Mic/MC \_\_\_ Client Request Sheet(enclosed) \_\_\_

**Please retain a copy of this Entertainment Agreement for your records. CHOOSE A PAYMENT OPTION, SIGN BELOW, AND RETURN THE OTHER COPY TO THE ABOVE ADDRESS.**

Total fee agreed upon by Client and Hurley Signature Sound is \$\_\_\_\_\_.

Please check your payment option:

\_\_\_\_\_ Full payment is enclosed.

\_\_\_\_\_ Full payment will be rendered by the end of the event. My deposit is enclosed.

\_\_\_\_\_ I represent a school or nonprofit affiliation. Full payment will be rendered by the end of the event OR I will personally arrange payment to be mailed to the above address as soon as possible.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Hurley Signature Sound: \_\_\_\_\_

Shawn Hurley, DJ