



11724 29th Ave SE
Everett, WA 98208
Cell: 425-327-5965
Email: janiekelley@mac.com

This contract/agreement for musical entertainment, written & dated 02/28/2022 is made between the undersigned client (purchaser of the DJ's services) and Janie Kelley, DJ/Emcee/Vocalist. **If this agreement is not signed and returned with the initial reservation/payment agreed upon within two weeks, the contract is null and void.**

1. Place of Event: _____
 2. Date of Event: _____
 3. Starting & Finishing Time: Start: _____
 4. Type of Event: _____
- Compensation Agreed Upon **TOTAL** = _____

Retainer (Deposit to Secure Date): _____ **(Minimum 50% of Total)** Payable to Janie Kelley by Venmo, Zelle, Paypal, Credit/Debit, Cash, Check or Money Order. The Retainer, or reservation fee, must be received, and on a first come-first serve basis, with a signed contract in order to secure the date. **Deposits are non-refundable.**

Balance: _____ **(Full Amount Due if booked within 30 days of the event.)** I accept CASH, Check, or Money Order payable to Janie Kelley. Balance is due **2 weeks** before the event. Returned checks will result in an additional \$50 fee.

7. COMMUNICATION: Janie Kelley- DJ/Emcee/Vocalist will contact the client 3-6 weeks prior to the function to discuss all the final details. If there are any important things the client does not want left out, this will be the best time to bring them up. Wedding packages include a final meeting face-to-face or on Zoom with me. If contact information changes between the time of booking and the event, the client must notify Janie Kelley of the changes. Changes to the plan during the event must come directly from the client.

8. OVERTIME: If and when agreeable to the client and the assigned or contracted act, 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. (This excludes Wedding Packages)

9. CANCELLATION of the engagement by the client for any reason must be received no later than **one week prior to the date** of the engagement to avoid paying the balance. A client canceling within a week of their event is still responsible for paying in full. A client canceling their event by phone must also verify the cancellation in writing (via dated mail or email). The agency can cancel at any time, any date for any reason.

10. PROVISIONS: The client ensures that: (A) **the client, place of engagement or caterer shall provide the act with a sturdy, 4'-8' DJ table (or larger) per setup with any necessary matching linen(s)** that reach the floor and located within **25'** of a **3 prong grounded electrical outlet on a dedicated circuit** for each DJ set up; (B) the place of engagement is open and available to the DJ for setup at least 2 hours before the scheduled starting time; (C) the place of engagement meets all state and federal safety regulations and has any and all necessary music licenses and performance permits; (D) **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 or person in the event of adverse weather conditions; (E) The client also agrees to **pay all other costs** associated with the DJ and his ability to perform. Including, but not limited to, any and all additional fees for the venue, **parking** and union fees for the venue. (F) **Reasonable steps will be taken to protect the DJ and/or his equipment 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 and if necessary will call the police.** (G) The DJ reserves the right to deny any guest access to the DJ's equipment. (H) Any legal action resulting from a dispute between the parties on this contract must be filed in Snohomish County (WA) District Court, and will be governed in accordance with the laws of the State of Washington.

11. DEATH: If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the act is unable to perform as contracted, every effort will be made by Janie Kelley (if so notified and if time & circumstances permit) to provide a substitute act to perform in place of the canceling act, at the same fee & terms. If no acceptable substitute act can be found, Janie Kelley agrees to refund 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 the agency.

12. LATE: If the act is late starting due to unavoidable detention (traffic, weather, accident, flat tire, auto failure, 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.

13. INJURY/DAMAGE/ETC: In no event shall Janie Kelley 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 Janie Kelley, including equipment failure. Janie Kelley and the client agree to indemnify and hold her harmless against any and all claims for damages. If an accident is caused by the client or guest(s) of the client that causes any injury or damage to the act or agency's equipment, the client will be responsible.

14. MUSIC: It is the client's responsibility to fill out planner form provided to them by the agency, to help the agency understand the general or specific interests of music for the client's event. Otherwise music will be played at the agency at Janie Kelley's discretion. If there is a need for specific music to be played that Janie Kelley doesn't have in their collection, that music must be provided no later than one week prior to the event in the form of an MP3, CD, MP3 File, or IPOD or iPhone.

15. APPEARANCE: The DJ will dress appropriately for the event (style/colors), as indicated on the planner form.

I, the undersigned, have read this document and do fully understand and agree to the terms and conditions set forth herein.

(If an invoice or W9 is required for payment, please notify us in advance to avoid any late fees.)

Agent

Name: Janie Kelley
Address: 11724 29th Ave SE
Everett WA 98208
Phone Number: 425-327-5965
Email: janiekelley@mac.com

Client(s)

Email: _____

Phone #: _____

Agency Signature

X _____
Date: _____

Client Signature

X _____
Date: _____

How did you hear about Janie? _____

