



apqproduction Service Entertainment/Rental Contract

AGREEMENT made this ____ day of _____, 20__, by and between _____, hereinafter referred to as the Purchaser, and apqproduction, hereinafter referred to as the DJ.

WITNESSETH 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/Rental. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____ (email) _____

apqproduction hereby agrees to provide a DJ Service/Rental for the Purchaser at the above-mentioned location.

The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format. Rental of sound system equipment, lighting etc.

apqproduction hereby agrees to render his professional services and Rentals as per agreed system and time of event.

The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

2. Date(s): _____.

3. Start Time(s): _____AM/PM

4. Finish Time(s): _____AM/PM

5. The Purchaser in consideration of the DJ Service 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 reservation fee of \$_____, is required to secure the services for the engagement. This amount shall be applied toward the Performance / Rental Fee.

The Performance / Rental Fee is \$_____ for the time frame outlined above.

Services requested that exceed the four-hour time frame will be charged at the rate of \$_____ per hour, payable the day of the engagement.

6. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials _____ apqproduction _____

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made DJ Service to find replacement entertainment at the agreed upon fees. If unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances liability shall be exclusively limited to an amount equal to the performance fee and shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

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

It is understood that if this is a "Rain or Shine" event, apqproduction Services compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup 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.

Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether we resume performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, apqproduction reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide the DJ with safe and appropriate working conditions. This includes a large enough table for setup, space for setting up speakers and lighting stands. We require a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 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. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. 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 fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of the DJ . A written event/music planner or music request list must be received from the Purchaser and forwarded to us at least two weeks prior to the date of the engagement for it to be included in our programming guidelines. With or without the aid of an event/music planner or music request list, we shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. apqproduction will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, apqproduction retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by apqproduction. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that apqproduction will be ready to perform at the start time of the engagement. No guarantee is made as to time of arrival; however, we request that they be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown. We also request ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires us to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Engagements within the Central Vermont area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of 30 miles. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for Patrick Quimby or staff to be provided by Purchaser.

Special provisions & Additional Services Requested

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or 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. This contract will supersede any other 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, which are 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 Vermont shall govern this agreement. In the event of suit involving or relating to this agreement, at convenient date and time will be set. Purchaser agrees to defend, indemnify, assume liability for and hold apqproduction harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to apqproduction performance. 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 apqproduction. This agreement is not binding until signed by both Purchaser and apqproduction has received it. Any changes must be written and signed by both the Purchaser and apqproduction. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

PATRICK QUIMBY
apqproduction.com
802 / 272 / 6153



THE
PARTIES hereto
agreement and
Purchaser:

lights » camera » dj

promise to abide by the terms of this
intend to be legally bound thereby.

Signature

Printed Name

Street Address: _____

Daytime Phone: _____

Evening Phone: _____

Email: _____
apqproduction DJ / Rental / Consult

Patrick Quimby, Owner

Website [Vermont Wedding DJ – Sound, Lighting & Event Production](#)

Shipping/Correspondance
Patrick Quimby
PO Box 616
Moretown Vermont 05660

themayor@madriver.com