

**Client Name 1:**  
**Phone 1:**  
**Email 1:**

**Client Name 2:**  
**Phone 2:**  
**Email 2:**

**ABSOLUTE MUSIC SERVICE CONTRACT**

**Services, Rates, and Additional Charges**

**Select your service(s):**

DJ with standard DJ lighting (unlimited hours until midnight)	\$
Photo Booth (5 hours unless coupled with DJ Service)	\$
Ceremony Sound (with microphone and stand)	\$
Uplighting	\$
LED Marque L-O-V-E Letters	\$
Yard Games	\$
Karaoke	\$
Projector and/or Screen	\$
_____	\$

**TOTAL AMOUNT DUE: \$**

**AGREEMENT** made on \_\_\_\_\_ (today's date), by and between \_\_\_\_\_ (your name) hereinafter referred to as the Purchaser and ABSOLUTE MUSIC, hereinafter referred to as the Service Provider. 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:

The Purchaser hereby engages Service Provider to provide services indicated via checkbox(es) above. The services are to be performed at:

**Event Venue Name & Address:**

**Event is:**                      **Indoor**                      **Outdoors**                      **Both**

The Parties hereby agree that the service shall be provided on the following date and time of engagement:

**Event Date:**                      **Event Start Time:**                      **Event Stop Time:**

**RETAINER and PAYMENT:** The Purchaser agrees to pay Service Provider a non-refundable retainer of \$ \_\_\_\_\_ (1/2 of the total amount of services selected above) to secure the date. **NO DATE IS RESERVED UNTIL THE CONTRACT AND RETAINER ARE RECEIVED VIA UNITED STATES POSTAL SERVICE.** This amount shall be applied towards the total contract, as calculated above. Services requested that exceed the original time frame will be charged at the rate of \$225 per hour, payable the day of the event. It may not always be possible to provide additional performance time. However, when feasible, requests for additional performance time will be accommodated. Purchaser shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer as part of the total service fee. **The balance due for services must be paid in full upon Service Provider's arrival at the Event Venue on the Event Date. In the event Purchaser fails to remit payment as specified, the Service Provider shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend event.** Unless the contract is canceled, the retainer fee shall be applied to the service fee total.

Purchaser's Initials: \_\_\_\_\_

**NON-SUFFICIENT FUNDS:** Purchaser will be charged a \$75.00 non-sufficient funds fee for each check that is returned to Service Provider, and all future purchases/payments must be paid by Cashier's Check.

**CANCELTION:** If for any reason Purchaser cancels this contract before the event date, Service Provider will keep the full amount of the retainer. Cancellation must be made in writing, signed by Purchaser, and sent via Certified Mail by the United States Post Office to Absolute Music 100 South 4<sup>th</sup> Street Bellevue, IA 52031. If Purchaser fails to supply written cancellation as specified before the event date or cancels within 180 days of the event date, Purchaser shall be required to pay the full balance.

**RESCHEDULE:** In the case Purchaser reschedules the event and the Service Provider is able to provide services for the rescheduled event date, a Contract Addendum will be required to amend the original Agreement. The new package price will reflect pricing in effect when the reschedule occurs. If Purchaser reschedules the event and Service Provider can provide services for the rescheduled event date, Purchaser will receive credit towards the rescheduled event for all monies already paid towards the originally scheduled event date. If Purchaser reschedules the event and Service Provider is not able to provide services for the rescheduled event date, Purchaser forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to event coverage within one [1] year of the original event date if Service Provider is available.

**SEVERABILITY:** If any part of this Agreement is found to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited and the remainder of this Agreement shall remain valid and enforceable.

**WAIVER:** Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

**LIABILITY:** If Service Provider or their agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if they cannot provide another competent professional, all monies received by Service Provider, minus expenses and retainer, will be returned to Purchaser, and Service Provider shall have no further liability with respects to this Agreement. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Purchaser under this Agreement during the time preceding the date on which such liability arises. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to Service Provider or property of Service Provider, while on the premise of said engagement, if damages caused by Purchaser or guest, members of their organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

**WEATHER:** It is understood that if this is a 'Rain or Shine' event, Service Provider compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter and a raised floor for the setup area. Service Provider reserves the right, in good faith, to stop, postpone, or cancel the performance should the weather pose a potential danger to themselves, the equipment, or the audience. Every effort will be made to continue the performance, however, safety is paramount in all decisions. Service Provider's compensation will not be affected by such cancellation.

**HARASSMENT:** Ensuring the appropriate behavior of all guests and other persons at the event shall be the responsibility of the Purchaser. In the event Service Provider or their employee(s) experience any inappropriate, threatening, hostile, or offensive behavior from any guest, invited or not, or another person at the event (including but not limited to, unwelcomed sexual advances, verbal or physical conduct of a sexual nature). In the event of circumstances deemed to present a threat or implied threat of injury or harm to Service Provider staff or any equipment in Service Provider's possession, Service Provider reserves the right to cease performance. If Purchaser can resolve the threatening situation in a reasonable amount of time (not to exceed ten [10] minutes after Purchaser has been notified of the issue, Service Provider shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Service Provider resumes performance.

Purchaser's Initials: \_\_\_\_\_

**MODEL RELEASE:** This contract serves as a model release giving Service Provider the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Service Provider can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Absolute Music. Purchaser waives any right to inspect or approve the photograph(s) or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on Purchaser, their legal representatives, heirs, and assigns.

**ADDITIONAL TERMS and CONDITIONS:** Purchaser shall provide Service Provider with safe and appropriate working conditions. This includes a minimum six [6] foot by ten [10] foot area for the setup of the DJ equipment and a minimum six [6] foot by ten [10] foot area for the setup of the photo booth. Service Provider requires a minimum of one [1] 15-20 amp circuit outlet for a reliable power source within fifty [50] feet (along the wall) of the setup area. This circuit must be free of all other connected electrical loads. Any delay in the performance or damage to the equipment due to an improper electrical power source is the responsibility of Purchaser. Service Provider reserves the right to deny any guest access to the equipment or service area. Purchaser shall provide crowd control if warranted. Purchaser shall furnish directions to the event venue. Purchaser is responsible for paying any charges imposed by the venue. These charges may include but are not limited to, parking, Wi-Fi, and use of electrical power.

Service Provider will make all photo booth images available for sharing and viewing unless prior written notice is provided to Service Provider. Purchaser agrees that the use of the photo booth shall be family oriented and for novelty use. The photos are of a novelty nature and not portrait quality that one would purchase or expect from a professional photographer.

This agreement guarantees that Service Provider will be ready to perform at the start time of this engagement. Service Provider requests access to the venue at least sixty [60] minutes prior to the engagement and thirty [30] minutes after the engagement for setup and teardown.

Upon signature and receipt of this Agreement, Service Provider reserves the time and date agreed upon. For this reason, all retainers are non-refundable, even if the event date is changed or canceled for any reason.

**SIGNATORIES.** This Lease shall be signed on behalf of Absolute Music by Mike Hurley and/or Jered Noonan, Owners, and by \_\_\_\_\_ and shall be effective as of the date signed.

Purchaser:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Service Provider:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mike Hurley  
Jered Noonan  
Owners

Purchaser's Initials: \_\_\_\_\_