

GO WITH THE BEST
PORTABLE PARTY CREW-WEST



POBox 1428 • Novato, CA 94948
Toll Free 1-800-725-2800
Tel (415) 883-3899 (phone and fax)
Cel (415) 608-8222
email: portableparty@earthlink.net

PORTABLE PARTY CREW-WEST AGREEMENT

This agreement is made on _____ between PORTABLE PARTY CREW-WEST ENTERTAINMENT, a California Company ("PORTABLE PARTY CREW-WEST") and _____ ("Host"). Subject to the terms and conditions below, Host agrees to hire PORTABLE PARTY CREW-WEST to provide music and disc jockey services as follows:

Location Address: _____

Location Phone Number: () _____ Outdoors: Yes _____ No _____

Ceremony _____ Outdoors: Yes _____ No _____ Location(if different) _____

Date of Engagement _____ Performance Time: Begin _____ End _____

Type of Engagement: Wedding _____ Dance _____ Party _____ Other _____ (Theme: _____)

Number of Guests: _____ Dress: Casual _____ Suit _____ Tux(Formal) _____ Costume _____

Host Referred By: _____ Preferred Disc Jockey: _____

(PORTABLE PARTY CREW-WEST reserves the right to substitute another disc jockey.)

Price for _____ hours: \$ _____ THIS IS THE "MINIMUM PRICE". HOST IS RESPONSIBLE FOR PAYING MINIMUM PRICE WHICH INCLUDES ADDITIONAL EQUIPMENT RENTAL FEES EVEN IF ENGAGEMENT ENDS EARLY, and even if disc jockey is present but unable to perform due to conditions beyond his control. Minimum Price, less \$ _____ non-refundable reservation fee, must be paid to by Host to disc jockey, in cash, or by company check, or money order made payable to PORTABLE PARTY CREW-WEST, before contracted beginning performance time. Personal checks accepted for deposit only; NO PERSONAL CHECKS will be accepted on engagement date for final payment. If PORTABLE PARTY CREW-WEST must bill, Host must pay \$50 SERVICE CHARGE. Minimum price includes all set-up and take-down charges. Basic dance lighting is included when appropriate at NO CHARGE. Lighting requested: Yes ___ No ___ Stairs at location: Yes ___ No ___. How many: _____. IF CHECKED "NO" AND EQUIPMENT MUST BE MOVED ON A STAIRWAY OF MORE THAN THREE STEPS, HOST MUST PAY AN ADDITIONAL \$25 CHARGE. Host agrees to provide disc jockey with adequate shelter at outdoor engagements. Host must ensure availability of a 110 volt/15 amp AC receptacle at the location within 50 feet of place where disc jockey is to perform. If a generator is needed, PORTABLE PARTY CREW-WEST will provide you with one for a reasonable fee. Fee: \$ _____. Additional equipment rentals: _____. Fee: _____. Failure to provide a receptacle excuses performance of PORTABLE PARTY CREW-WEST under this agreement: Host remains liable for payment of minimum price(including any additional equipment rental fees). Overtime: _____/hr.

Performance location must be free from other instruments or obstacles that would interfere with Disc Jockey's performance. Parking must be provided for Disc Jockey near entrance to stage or other location where Disc Jockey is to perform. Parking is to be at least two car lengths in size. Failure to provide obstacle free performance area or parking excuses performance or Disc Jockey under this agreement. Host remains liable for payment of minimum price(including any additional equipment rentals). Parking fee (if applicable): _____.(In addition to minimum price.)

Entrance to stage or other performance location must be granted to Disc Jockey at least 1 and 1/2 hours before performance time begins. Any delay in entrance to performance location, or in providing items set forth as above, will result in the same amount of delay in performance time. However, Host remains liable for original contracted performance time.

For liability reasons, stage or other D.J. performance location will be deemed OFF LIMITS TO ALL persons not connected with PORTABLE PARTY CREW-WEST. No thoroughfares will be granted through D.J. performance area.

PORTABLE PARTY CREW-WEST agrees to use its best efforts to satisfy Host's song title requests; HOWEVER PORTABLE PARTY CREW-WEST CANNOT GUARANTEE THE AVAILABILITY OF OR THE PLAYING OF SPECIFIC SONG TITLES.

PORTABLE PARTY CREW-WEST agrees to use all its best efforts to control sound volume and= abide by noise ordinances when posted; HOWEVER IT IS UNDERSTOOD THAT SLIGHT FLUCTUATIONS IN VOLUME LEVEL WILL OCCUR.

Neither PORTABLE PARTY CREW-WEST nor Disc Jockeys are responsible for amount of money= given or not, during money dances or other fund raising activities, UNDER ANY CIRCUMSTANCES.

Host is liable for damage to or theft of PORTABLE PARTY CREW-WEST equipment while the equipment is present at the location. Neither PORTABLE PARTY CREW-WEST nor its Disc Jockeys are responsible for damage to persons or property caused by the actions of Host or guests at the location. If Host or ANY guest(s) act in any threatening manner toward Disc Jockey, employees, or equipment, said Host and/or guest(s) must be made to leave the premises before performance is to continue. Failure to do so excuses performance of Disc Jockey under this agreement. Host remains liable for payment of minimum price(including any additional equipment rentals).

If the Disc Jockey arrive more than one-half hour past the beginning performance time, Host shall inform Disc Jockey upon arrival whether the Disc Jockey is to perform the contracted services. If at that time Host informs the Disc Jockey that services are not to be performed, Host shall not be liable for payment of the minimum price and shall be entitled, upon application to PORTABLE PARTY CREW-WEST, to the return of the Host's deposit. In all other cases, Host is liable for payment of the minimum price (plus any stairway charges and overtime price) as set forth above. Performance time owed to the Host following these circumstances will then be performed after the performance ending time.

All returned checks shall be subject to the provisions of California Civil Code Section 1719, pursuant to which PORTABLE PARTY CREW-WEST may recover, in addition to the face amount of the check, damages equal to three times the face value of the check. A \$25.00 service charge will be added each time a check is returned. A returned check for deposit releases PORTABLE PARTY CREW-WEST from this agreement and PORTABLE PARTY CREW-WEST is free to accept another booking. (Host is liable for all previous returned check charges).

If any dispute arises under this agreement, PORTABLE PARTY CREW-WEST's liability shall be limited to a maximum of the minimum price as defined above. The prevailing party shall be entitled to receive from the other party reasonable attorney's fees and costs incurred with respect to the dispute.

Cancellations must be made in writing and signed by Host. Cancellations must be sent and postmarked at least 90 days in advance of event date. Any cancellation not handled in this manner, will result in Host remaining liable for payment of minimum price(including any additional equipment rentals). If PORTABLE PARTY CREW-WEST must bill, Host must pay \$50 service charge. Any other changes to this agreement must be made in writing and signed by both parties to this agreement at least 30 days before the event date. PORTABLE PARTY CREW-WEST Disc Jockeys are not authorized to make or agree to any changes in this entertainment agreement.

If any part of this contract is declared null and void by the judge, all other parts of the contract will remain enforceable.

Please complete and sign all copies of this agreement and return the white and yellow ones to us. IF PORTABLE PARTY CREW-WEST DOES NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY HOST ALONG WITH THE DEPOSIT REQUIRED ABOVE by _____, THIS AGREEMENT SHALL BE CANCELLED, AND PORTABLE PARTY CREW-WEST SHALL BE RELIEVED OF ANY OBLIGATIONS UNDER THIS AGREEMENT. This agreement supersedes any agreement dated prior to contract date above.

PORTABLE PARTY CREW-WEST

Date _____

By _____

President-Portable Party Crew-West

Mailing address:
PO Box 1428
Novato, CA 94948

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E-mail: portableparty@earthlink.net
www.portablepartydj.com

"HOST"

(Please sign full name)

(Please print full name)

(Home address)

(City) (Zip)

Home Phone: _____

Work Phone: _____

Fax: _____

Cellular: _____

E-mail: _____