

Soundquest Entertainment Service Contract

7321 Franklin Ave W.
St. Louis Park, MN. 55426
soundquest.enter@yahoo.com

Please read this service contract thoroughly before signing.

The undersigned agrees to hire the services of "Soundquest Entertainment" under the following Conditions:

The Soundquest Entertainment DJ's agrees to perform at: Please provide **detailed-driving** directions:

(Name of Venue, School, College, Restaurant, etc.)

Street Address

City, State, Zip Code

Type of Engagement/Party/Event

"Soundquest Entertainment" agrees to provide music services to the undersigned on _____ above from the hours of _____ to _____. The undersigned shall allow " Soundquest Entertainment" one to three hours for set-up of equipment (dependent upon size of set-up) prior to engagement and 45-60 minutes for dismantlement of equipment at the conclusion of the engagement.

Rate agreed upon for professional music services is \$_____. The undersigned must pay a deposit of at least _____ or completely in full of the rate specified above of \$_____.

- **The deposit reserves your date and time specified above. Contract shall not be effective until the deposit is received. Personal checks are only accepted as a deposit 10 working days or more prior to event. Final payment MUST BE RECIEVED ONLY by cash, money order or cashier's check (exceptions pending) and written out to: "John Kalvig or Terry Bushey". The remaining balance must be paid in full prior to the start of the event. If the remaining balance is not paid prior to the previously mentioned time, Soundquest Entertainment reserves the right to not fulfill the remainder of the contract if payment has not been received.**
- **An overtime rate of \$50.00 per 30 minutes or a fraction thereof shall be charged to the undersigned in addition to the rate specified above. The overtime rate shall be made payable immediately upon the conclusion of the engagement. Soundquest Entertainment reserves the right to refuse to provide further services beyond its contracted hours stated above.**
- **There will be a \$75.00 charge on all returned check(s). \$25.00 per day will be added in 10 days thereafter-verbal notification of bounced check. In the event of a returned check, cash, money order or cashier's check shall be the only forms of payment acceptable thereafter.**
- **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 By Soundquest Entertainment to find replacement entertainment at the agreed upon fees. Should Soundquest Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Soundquest Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that Soundquest Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.**

- All cancellations must be made at least 40 days prior to the agreed upon date and time above. Otherwise, the remaining balance for contracted services are still due and must be paid according to the penalties set forth on the time and date of engagement. All deposits reserved for engagement are nonrefundable. The purchaser and Soundquest agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. Soundquest requires a signed and dated letter by purchaser for any cancellations. If a written letter is not received, all penalties may accrue.
Cancellations within the time frame listed below will incur the following penalties:

• 40 days or more before the date of the Event	0% of total amount due
• 31-39 days before the date of the Event	20% of total amount due
• 21-30 days before the date of the Event	40% of total amount due
• 15-19 days before the date of the Event	60% of total amount due
• 2-14 days before the date of the Event	80% of total amount due
• 0-2 before the date of the Event	100% of total amount due

- If the Purchaser breaches the contract, he or she shall pay Soundquest Entertainment the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.
- It is understood that if this is a "Rain or Shine" event, Soundquest Entertainment's 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.
- 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.
- Soundquest does not charge for setup or tear down of equipment, but may charge an extra \$50.00 for labor for the following reasons:
 - The setup area is not on a main level and there is no access to an elevator.
 - Equipment is to be moved while onsite, or relocated.
 - Access to and from the event area is a considerable distance from the loading area.
 - Access to and from the event area is blocked by Purchaser or their guests, causing Soundquest Entertainment to have to wait to get in or out.
- In the event of circumstances deemed to present a threat or implied threat of injury or harm to Soundquest Entertainment staff or any equipment in Soundquest Entertainment possession, Soundquest Entertainment reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Soundquest Entertainment 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 Soundquest Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, By Soundquest Entertainment the right to deny any guest access to the sound system, music recordings, or other equipment.

- If the engagement is delayed or ended before the above-specified time though no fault of Soundquest Entertainment, the undersigned shall be liable for full payment of services rendered. Soundquest Entertainment " is not responsible for any delays in regards to establishment (i.e.: venue opening late or any acts of God (weather). Soundquest Entertainment is also not responsible for any lack of service if any portion of this contract or itinerary is not completed properly by undersigned. If any equipment or service is requested in an untimely manner (i.e.: day of the engagement), Soundquest Entertainment shall charge full price for any service or equipment provided in addition to terms that were originally agreed upon along with the mentioned overtime rate will apply (exceptions pending) in addition to the originally agreed upon balance due.
- Gratuity is not required, but is much appreciated. Gratuity is usually 15% - 20% (gratuity is not usually required; however, if you feel he/she has done an exceptional job or has provided extra or special services, a tip is a wonderful gesture.)
- The Purchaser shall at all times have complete control, direction and supervision of the performance of Soundquest Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Soundquest Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to Soundquest Entertainment at least two weeks prior to the date of the engagement for it to be included in Soundquest Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, Soundquest Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Soundquest Entertainment will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.
- Purchaser shall provide Soundquest Entertainment with safe and appropriate working conditions. This includes a 6-foot by 10-foot area for setup, space for setting up speakers and lighting stands. Soundquest Entertainment requires 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).
- Purchaser understands that Soundquest strives to have everything go according to plan, and has online forms and paperwork to obtain as much information as possible. Purchaser also understands that Soundquest requires all forms to be filled out and turned in two weeks prior to your event date. If these forms are not turned in Soundquest will not be held responsible for not having certain song selections, and cannot be held accountable for missteps in the Events of that evening (First Dance, Garter Toss, Traditions, etc...)

- **Soundquest will not under any circumstances give out Purchasers personal information without first acquiring written permission from Purchaser. This includes all Vendors, Family or Friends. In the case of a request by anyone for clients information, including a copy of this contract. Client must provide Soundquest a signed letter permitting the released information. This is for your protection.**

Soundquest Entertainment request to the undersigned:

Reasonable power for equipment provided shall be provided for the Soundquest Entertainment and is the undersigned's responsibility.

Parking fees for at least one Soundquest vehicle shall be paid upon receipt given to the undersigned if **REASONABLE** parking is not available during the time of event.

The undersigned has read all of the above requirements and by signing this contract is bound to these conditions.

Signed Contract Date: ____/____/____

(Please print all information as clearly as possible below)

First Name: _____ Last Name: _____
 Address _____ City: _____ State: _____
 Zip Code: _____ Hm. #: _____ Wk.#: _____
 Pgr. #: _____ Cell #: _____ Email: _____
 Fax #: _____ Extension #: _____
 Second Contact (if needed. If the event is a wedding The Bride or Groom.)
 First Name: _____ Last Name: _____
 Address _____ City: _____ State: _____
 Zip Code: _____ Hm. #: _____ Wk.#: _____
 Pgr. #: _____ Cell #: _____ Email: _____
 Fax #: _____ Extension #: _____

SIGNATURE: X _____

Your **Soundquest Entertainment** contact person is: **John Kalvig or Terry Bushey.**

Special Notes: ***A Soundquest Entertainment. Basic Sound & lighting included along with breakdown & set up.***

Agreed Total Fee: \$ _____

Extra Misc Fee(s): \$ _____ (Description) _____

Deposit in-full amount needed: \$ _____

Total Remaining Balance Due: \$ _____

****Please make sure contract is filled out to the best of your knowledge and sent back to our mailing address:**

**Soundquest Entertainment C/O John Kalvig 7321 W. Franklin Ave. St. Louis Park, MN.
55426. ASAP.**

****This will hold your date and service agreed upon. We will call you when everything has arrived
safely. P.S. do not send cash through the mail.**