

Stretch Entertainment Service Agreement
34875 Pourroy St • Winchester, CA 92596

This contract was made on ____/____/____ between Stretch Entertainment (hereinafter referred to as "Entertainer"), and the undersigned purchaser of disc jockey services (hereinafter referred to as "Client"). The parties hereto agree to be bound by terms and conditions set forth with this entire agreement.

Client's name: _____

Client's address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ E-mail: _____

The performance will take place at: _____ (site)

Site's address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Alt. #: _____

Contact Person: _____

Number of guests: _____

Between the hours of _____ and _____ on (date) ____/____/____

() Inside () Outside () Both \$100.00 extra

Other Services agreed upon: _____

The total amount for DJ services is \$_____.

A non-reimbursable retainer of \$250 or 15% of the total price (whichever is greater) is due at the signing of this contract. The balance of \$_____

will be due 30 days prior to the engagement described herein.

(PLEASE MAKE CHECKS PAYABLE TO: Stretch Entertainment or Anthony Reynolds)

Entertainer's Authorized Signature Date

Purchaser's Authorized Signature Date

ADDITIONAL TERMS AND CONDITIONS

- Entertainer must have unlimited access to the place of event no less than 120 minutes prior to the start time for the purpose of setup. If event is outdoors, all equipment must be completely covered from the sun, rain or any other outdoor element. I will provide pop up cover if needed.
- The conditions of the place of event will not inhibit the performance, nor cause injury to Entertainer.
- Client will be responsible for the conduct of all persons such that their conduct will not inhibit the performance, nor cause injury to Entertainer. Client will be responsible for any loss or damage to any property of Entertainer caused by guests, customers, students, etc.
- Entertainer reserves the right to cease performance if these conditions are not maintained during entire contract time.
- Entertainer will set up equipment in the location specified by the Client. If the Client has not specified a location, Entertainer will determine a suitable location.
- If Client wishes Entertainer to change the set up location after equipment has been set up, an additional \$50.00 will be charged. Relocation may not occur if it is deemed that there is not sufficient time to do so.
- In the rare event that time is lost due to Entertainer, client will have the option of extending the services for the amount of time lost at no cost. Otherwise, Entertainer will refund the portion of the total amount prorated to correspond to time lost. This is the extent of Entertainer's liability.
- All checks must be received 30 days prior to the scheduled event.
- Payment in cash, Paypal or money order is accepted prior to equipment setup.
- If checks are returned for any reason, Entertainer will have the option of requiring payment in full, and an additional fee of \$25.00.
- If Client does not agree, Entertainer will have the option of canceling the contract.
- If Client cancels this contract LESS than 30 days prior to date of scheduled performance, Client will be liable for 100% of the entire balance.
- If Client cancels this contract MORE than 30 days prior to date of scheduled performance, Client will forfeit the entire retainer amount, but not be liable for the balance.
- If Entertainer cancels this contract Client is entitled to a 100% refund on all monies paid to Entertainer.
- If Entertainer cancels contract due to a returned check, Client will only forfeit the entire retainer fee.
- All cancellations must be in writing.
- No handwritten changes may be made to this contract unless both the Client and Entertainer initial the changes as being mutually accepted.
- This agreement contains all the terms and conditions agreed upon by Client and Entertainer, and no other agreements, oral or otherwise regarding the subject matter of this contract or performance for the event stated on this contract shall be deemed to exist.
- When overtime hours are not negotiated at the time of contract origin, Entertainer cannot always guarantee availability to play past the contracted time. Overtime rates are \$175.00 per hour past agreed cut off time as stated on contract (10 minute grace period).
- Overtime charges are due in cash at the time the overtime starts. There are no additional charges for setup and teardown hours.
- Entertainer will make every effort to play all requests but cannot be held responsible if specific selections are not available.
- Entertainer will make every effort to search out hard to find and/or special requests if requested at least two weeks in advance by client.
- Entertainer may take photographs or videotape discreetly at the event. Further, client gives entertainer the right to print, publish, web content and use these freely for promotional purposes only. This can be excluded for special circumstances.
- Your specified date will be on a courtesy hold for 10 days after this contract is mailed to you. The specified date will not be binding until the contract and the retainer are received. After 10 days there is no guarantee of availability of your specified date.