

DJ SERVICE AGREEMENT



ABOVE & BEYOND
ENTERTAINMENT, LLC

11039 Boeger Court, Westchester, IL 60154 · 773-746-2168 · info@aboveandbeyondqualityentertainment.com

Contract #: Date Issued:

Event Information

Date of Event: Event Type:
Venue Name:
Venue Address:
City/State/Zip:
Start Time: End Time: Load-In:
Indoor/Outdoor: Guest Count:
Venue Contact:

Client Information

Name:
Organization:
Address:
City/State/Zip:
Email:
Best Phone: Second Phone:
Day-of Contact:

This DJ Service Agreement ("Agreement") is between Above & Beyond Entertainment, LLC ("Company") and the client named above ("Client"). Company will provide professional DJ, emcee, and any add-on services listed in the Package & Pricing section for Client's event. Company and Client agree as follows:

Terms and Conditions

1. Services: Company will provide one or more professional DJ(s), emcee services, sound equipment, and any add-ons listed in the Package & Pricing section ("Services"). Company decides how many DJs and which DJ(s) are assigned. Company supplies all equipment needed to perform ("Equipment"), including a backup system on hand. Client may opt out of dance lighting. Company may skip lighting at outdoor or daytime events.

2. Fees: Client agrees to pay the Total Amount listed in the Package & Pricing section. Unless stated otherwise, DJ services are billed at \$200.00 per hour (\$400.00 per hour for weddings), with a minimum booking of ____ hours. Gratuity is optional and at Client's discretion; it is included in the Total Amount only if Client chooses to add it.

3. Retainer (Deposit): A non-refundable retainer of 50% of the Total Amount is due when Client signs this Agreement. The date and time are not reserved until Company receives both the signed Agreement and the retainer. The retainer is applied to the Total Amount.

4. Balance and Payment: The remaining balance is due no later than one (1) day before the event date. If not paid by then, the full balance is due on the event date immediately after setup is complete and before Services begin. Client must make sure Client or a designated person is available with payment at that time. The DJ will not begin performing until the balance is paid in full, and any time lost waiting for payment will not be added to the end of the event. Company accepts cash, check, credit card, Zelle, Apple Pay, Venmo, and PayPal. Returned checks carry a \$____ fee. If the balance is not paid in full, Company is not required to perform and keeps all amounts already paid.

5. Cancellation by Client: Client must cancel in writing (email is acceptable). The retainer is non-refundable in all cases. If Client cancels within ____ days of the event, Client owes 100% of the Total Amount, because Company will have turned away other bookings for that date.

6. Cancellation by Company: If Company cannot perform for any reason other than Client's fault or a Force Majeure event, Company will first try to provide a replacement DJ of equal quality. If no replacement is available, Company will refund all payments received. This refund is Client's only remedy, and Company's liability will not exceed the amounts Client has paid.

7. Replacement DJ: In an emergency, Company may substitute another qualified DJ and will notify Client as soon as possible. If the replacement DJ is billed at a lower rate, Client will be credited the difference.

8. Changes to Date, Time, or Venue: Requested changes must be made in writing and are subject to availability. Each change carries a \$100.00 administrative fee. If the assigned DJ is not available on the new date, Company will assign a DJ of equal quality. If Company cannot accommodate the new date, the retainer is forfeited. Added services may increase the Total Amount. Add-on items cannot be removed once this Agreement is signed.

9. Overtime: If Client wants Services to continue past the scheduled end time, overtime is billed at the contracted DJ hourly rate: **\$200.00 per hour or \$100.00 per half hour (\$400.00 per hour or \$200.00 per half hour for weddings)**, subject to venue rules and DJ availability. Overtime must be paid to the DJ before the extra time begins. This rate applies to DJ services only; photo booth or other add-on overtime is billed at the add-on's listed hourly rate.

10. Travel and Parking: Travel within a 30-mile radius of Westchester, IL is included. Travel beyond 30 miles is billed at \$____ per mile, round trip. Client will pay or reimburse any venue parking, tolls, or loading-dock fees.

11. Venue Access and Setup: Client will make sure the DJ can access the venue at least ____ minutes (recommended: 90) before the start time for setup, and ____ minutes after the end time for breakdown. Setup and breakdown time is not billed. Client will provide a 6-foot table (or space for Company's booth), with the DJ area within 25 feet of a grounded outlet.

12. Power, Shelter, and Safe Conditions: Client will provide:

- **Power:** at least one dedicated 15–20 amp circuit not shared with catering or heavy equipment. Company is not responsible for interruptions caused by venue power.
- **Shelter:** for outdoor events, a covered, level area that fully protects Equipment from sun, rain, wind, and sprinklers. The DJ may stop or pause Services if weather puts people or Equipment at risk, without penalty.
- **Safe conditions:** a safe workspace free of hazards to the DJ and Equipment.

13. Venue Rules and Permits: Client is responsible for getting any venue approvals, permits, and licenses the event requires, and for telling Company about venue rules such as sound limits, end times, or load-in restrictions. If the venue

requires a certificate of insurance, Client must request it at least ____ days before the event.

14. Planning Questionnaire, Music, and Volume: Company will send Client a planning questionnaire covering the event timeline, key moments, announcements, name pronunciations, and must-play and do-not-play songs. Client must return the completed questionnaire and final itinerary no later than ____ days (recommended: 3) before the event. If Client returns it late, incomplete, or not at all, Company will perform using its professional judgment and is not responsible for missed announcements, songs, timing, or other issues caused by missing or late information. Changes after the deadline will be accommodated when possible but are not guaranteed. Company plays clean, radio-edited versions unless Client requests otherwise in writing, and honors reasonable guest requests at the DJ's discretion. Client may ask the DJ to adjust volume at any time; the DJ controls all sound equipment and mixing.

15. Meals and Breaks: For events lasting four (4) or more hours, Client will provide each DJ and attendant a meal (at least one entrée and one side) and water or non-alcoholic drinks throughout the event. The DJ may take short breaks with music continuing.

16. Guest Conduct: Client is responsible for the behavior of guests toward Company staff. Company will not tolerate threatening, hostile, harassing, or intoxicated behavior directed at staff. If it happens, the DJ will: (1) give Client a verbal warning; (2) ask Client to remove the guest; and (3) if it continues, stop Services and leave. In that case, no refund is owed.

17. Damage to Equipment: Client is responsible for the cost to repair or replace Equipment damaged by Client or guests, including spilled drinks, falls, and tampering. No one other than Company staff may operate or touch the Equipment.

18. Security: Client will take reasonable steps to protect Company staff and Equipment while on site, and will keep guests out of the DJ and staging areas.

19. Liability: Company is not liable for injuries, accidents, or damages caused by guests, the venue, or conditions outside Company's control. If Client knows of guests with health concerns (for example, sensitivity to strobe lights or fog), Client should tell Company so that effect can be turned off. Except where caused by Company's gross negligence, Company's total liability under this Agreement is limited to the amount Client paid.

20. Insurance: Company carries general liability insurance and can provide a certificate of insurance on request.

21. Force Majeure: Neither party is liable for failing to perform because of events beyond its reasonable control, including acts of God, severe weather, fire, pandemic or public-health orders, government orders, states of emergency, civil unrest, war, or venue closure. The affected party must notify the other in writing promptly. The parties will first try to reschedule within ____ months. Payments made will be applied as a credit to the rescheduled date. If the event cannot be rescheduled, Company keeps the retainer and refunds any other amounts paid.

22. Photo Booth Services: This section applies when a photo booth is included in the Package & Pricing section. Client will provide a level area of at least ____ x ____ feet within 25 feet of a grounded outlet. Guests use the booth and props at their own risk, and Client is responsible for lost or damaged props and booth equipment. The attendant may refuse use to guests who are intoxicated, rough with equipment, or creating inappropriate images, and may delete inappropriate images. Client is responsible for the content guests create. Digital images will be delivered within ____ days. Company is not liable for images lost due to equipment failure beyond its reasonable control; its liability is limited to a refund of the photo booth fee. Company may use booth images for promotion unless Client opts out in Section 31.

23. Company Staff: All DJs, attendants, and assistants assigned to the event are employees or contractors of Company and take direction only from Company. Client will direct requests and concerns to the lead DJ or to Company. Client will not ask staff to perform tasks outside this Agreement, such as moving furniture, serving food or drinks, or operating venue equipment. Section 16 (Guest Conduct) protects all Company staff.

24. Non-Solicitation of Staff: For 12 months after the event, Client will not hire any Company staff member it met through this Agreement, directly or through another company, for DJ, emcee, or photo booth services. If Client does, Client will pay Company a placement fee of \$____ per staff member.

25. Indemnification: Client will defend, indemnify, and hold harmless Company, its owner, employees, and contractors from any claims, damages, losses, and costs (including reasonable attorney's fees) arising from the acts of Client, guests, the venue, or other vendors; from alcohol service; or from Client's breach of this Agreement. This does not apply to claims caused by Company's gross negligence or willful misconduct.

26. Alcohol: Company staff do not serve alcohol. Client and the venue are solely responsible for alcohol service and any liquor liability.

27. Delays Not Caused by Company: Delays caused by Client, the venue, other vendors, or late guests do not extend the scheduled end time or reduce the fees owed. Additional time is billed as overtime under Section 9. Company is not responsible for timeline problems caused by others.

28. Payment Disputes and Chargebacks: Client agrees to contact Company to resolve any billing concern before disputing a charge with a bank or card company. A chargeback for Services that were performed is a breach of this Agreement, and Client will owe the disputed amount plus any fees and collection costs.

29. Concerns and Complaints: Any concern during the event must be raised with the lead DJ right away so it can be fixed on the spot. Any complaint after the event must be sent to Company in writing within 7 days. If none is received, the Services are considered accepted as performed.

30. Termination by Company: Company may cancel this Agreement if Client misses a payment, gives false event information, or makes changes (venue, timing, guest count, conditions) without Company's written approval that make performing unsafe or impractical. In that case, Company keeps all amounts paid.

31. Photos, Video, and Promotion: Company may take photos or short videos of its setup and the event atmosphere for its portfolio and social media. Client may opt out by initialing here: _____.

32. Independent Contractor: Company and its DJs are independent contractors, not employees of Client.

33. Late Payments and Collection: Unpaid balances accrue interest at 1.5% per month (or the highest rate allowed by law, if lower). If Company must take action to collect unpaid amounts or enforce this Agreement, Client will pay Company's reasonable collection costs and attorney's fees.

34. Governing Law and Venue: This Agreement is governed by Illinois law. Any dispute will be heard in the Circuit Court of Cook County, Illinois.

35. Notices: Notices must be in writing and sent by email or first-class mail to the addresses in this Agreement. Email notices count as given when sent.

36. Entire Agreement and Amendments: This Agreement is the entire agreement between Company and Client and replaces any earlier discussions. Changes must be in writing and signed (or confirmed by email) by both parties.

37. Severability: If any part of this Agreement is found invalid, the rest stays in effect, and the invalid part will be applied to the extent reasonable.

38. No Waiver: If either party does not enforce a term once, that does not waive its right to enforce it later.

39. Signatures: This Agreement may be signed electronically and in counterparts. Electronic and scanned signatures are as binding as originals.

MAILING ADDRESS (for check payments):

Above & Beyond Entertainment, LLC · 11039 Boeger Court, Westchester, IL 60154

Questions? Call **773-746-2168**, 10:00 am – 9:00 pm, or email **info@aboveandbeyondqualityentertainment.com**

Package & Pricing**Your package includes:**

- Professionally dressed DJ / Emcee
- Professional sound system for up to ____ guests
- Dance floor lighting
- Wireless microphone for toasts and announcements
- Backup equipment on site
- Free setup and breakdown
- 100,000+ song library, clean radio edits available
- Custom playlist built from your must-play and do-not-play lists, plus guest requests

Item	Hours	Rate	Amount
DJ / Emcee Service		\$200.00 / hr	
Photo Booth with Props & Attendant			
Uplighting			
Other Add-On:			
Travel Fee			
Subtotal			
Gratuity – Optional (____%)			
TOTAL AMOUNT			
Retainer Due at Signing (50%)			
BALANCE DUE (by _____)			

If you agree to all of the terms of this contract, please sign below. This contract is only valid with: **1)** the signature of your DJ or Alfonso Martinez, Owner of Above & Beyond Entertainment, LLC; **2)** your signature; and **3)** your cleared retainer by check, credit card, Zelle, Apple Pay, Venmo, PayPal, or cash. **No add-on items can be removed from the contract once signed.**

Client

Responsible Party Signature

Date

Printed Name

Above & Beyond Entertainment, LLC

DJ Signature / Above & Beyond Ent.

Date

Printed Name & Title