This DJ Services Contract is made & entered into on .

	date	
Primary Client Information	Secondary Client Information	
Name:	Name:	
Address:	Address:	
Phone:	Phone:	
Email:	Email:	

## 1. DJ Arrival & Setup

• The DJ will arrive 3 hours prior to the start time for setup and sound check.

• Additional performance time beyond the agreed schedule is \$155 per hour, payable before the event concludes.

## 2. Music Selection

The DJ will perform a set list of music, including specific songs and genres as requested by the client. The DJ will make every reasonable effort to accommodate the client's musical preferences. The DJ will curate a playlist that suits the event's atmosphere, including a mix of music and will accept reasonable on-the-spot song requests from guests. By providing music preferences prior to the event, the client helps ensure a personalized and enjoyable music experience. However, it is understood that some specific requests may not be fulfilled.

- **Pre-Event Music Selection:** The client is encouraged to provide a list of specific songs and genres they would like to be played at the event no later than 48 hours before the event date. This list should include any special songs for key moments such as the first dance, bouquet toss, cake cutting, etc. The DJ will review the provided list and make every reasonable effort to include all requested songs in the event playlist.
- Unavailable Music: In the event that a requested song is not available in the DJ's music library, the DJ will notify the client as soon as possible. The client may provide a copy of the song or suggest an alternative. If the DJ is unable to acquire or play a specific song requested by the client, it is agreed that this will not constitute a breach of contract or entitle the client to any form of compensation.
- **Final Playlist:** The final playlist will be at the discretion of the DJ, taking into consideration the client's preferences, the flow of the event, and the overall guest experience. The DJ reserves the right to adjust the playlist during the event based on audience response and engagement.

## 3. Master of Ceremonies (MC) Duties

The DJ may also act as the Master of Ceremonies (MC) if requested by the client, making announcements, introducing speeches, and coordinating event activities as needed. All MC duties and announcements will be discussed and agreed upon with the client prior to the event.

- Event Announcements: Making all necessary announcements as requested by the client, such as introducing the wedding party, announcing special dances, cake cutting, bouquet and garter toss, and other significant moments throughout the event. Coordinating with the event planner, venue staff, and other vendors to ensure timely and accurate announcements.
- Event Coordination: Assisting in the smooth flow of the event by coordinating with the client, venue staff, and other vendors. Ensuring that the event timeline is followed and adjusting as needed to accommodate any changes or delays.
- **Guest Interaction:** Engaging with guests to encourage participation and create an enjoyable atmosphere. Facilitating interactive activities, games, and special requests from the client.

• **Preparation:** Meeting with the client prior to the event to discuss and finalize the timeline, special announcements, and any other MC-related duties. Reviewing and understanding the key moments and specific requests that are important to the client.

The DJ/MC will work closely with the client to ensure that the event runs smoothly and all significant moments are highlighted and celebrated as desired.

## 4. Professional Equipment

The DJ will provide professional-grade sound and lighting equipment, including but not limited to speakers, microphones, mixers, turntables/controllers, and lighting effects. The DJ will ensure that all equipment is set up and tested prior to the event start time and will maintain all equipment in good working condition throughout the event.

• Sound & Lighting Equipment Set-Up: The DJ will arrive at the venue at least 3 hours prior to set up and conduct a sound check to ensure optimal sound quality and performance. The DJ will coordinate with the venue to ensure that all technical requirements are met, including power supply, space for equipment, and any other logistical needs.

## **5. Professional Conduct**

The DJ will conduct themselves in a professional manner at all times and will comply with all venue rules and regulations. The DJ will not consume alcohol or any illicit substances before or during the performance and will dress appropriately for the event.

- <u>Attire & Presentation</u>: The DJ will dress in appropriate, professional attire that aligns with the formality and theme of the event. This includes wearing clean, well-maintained clothing that meets the expectations of the client and guests.
- <u>Behavior & Interactions</u>: The DJ will interact with guests, clients, and venue staff in a courteous, respectful, and friendly manner. They will ensure that all communications are positive and professional. The DJ will refrain from using offensive language, making inappropriate comments, or engaging in behavior that could be deemed disruptive or disrespectful.
- <u>Substance Use:</u> The DJ will abstain from consuming alcohol or any illicit substances before and during the performance. They will remain focused on delivering a high-quality performance throughout the event.
- <u>Punctuality & Preparation</u>: The DJ will arrive at the venue on time, allowing sufficient time for setup, sound check, and preparation before the event begins. They will ensure all equipment is in working order and ready for performance as scheduled.
- <u>Respect for Venue Rules</u>: The DJ will comply with all rules and regulations set forth by the venue, including those related to noise levels, equipment setup, and conduct. They will work cooperatively with venue staff to ensure a smooth event.
- <u>Performance Excellence</u>: The DJ will perform to the best of their ability, adhering to the agreed-upon playlist and responding appropriately to the event's atmosphere and guest preferences. They will handle any technical issues or equipment malfunctions promptly and efficiently to minimize disruption to the event.
- <u>Confidentiality</u>: The DJ will maintain confidentiality regarding any sensitive information related to the client or the event, including personal details, event plans, and any private conversations.

# 6. Backup Plan

The DJ will have a backup plan in case of technical difficulties, including spare equipment and access to a backup music library. In the event of unforeseen circumstances that prevent the DJ from performing, the DJ/Company will make every effort to provide a qualified substitute DJ.

- <u>Technical Difficulties:</u> The DJ will carry spare equipment, including essential components such as cables, microphones, and a backup music library to address any technical issues that may arise during the event. This ensures minimal disruption and continuity of service.
- •
- <u>Substitute DJ:</u> If the primary DJ is unable to perform due to an emergency or other significant issue, the DJ/First Class Event Services will make every effort to provide a qualified substitute DJ with similar experience and capabilities. The client will be notified immediately of any such changes.
- <u>Communication</u>: The DJ/First Class Event Services will communicate promptly with the client regarding any changes or issues with the scheduled performance. The goal is to resolve any problems quickly and ensure that the event proceeds smoothly.

## 7. Soundcheck Requirement

To ensure optimal audio quality and a smooth performance, the DJ requires access to the event venue for a soundcheck prior to the start of the event. The soundcheck will involve the following:

- <u>Access to Venue</u>: The DJ will need to arrive at the venue no later than 3 hours prior to set up and conduct the soundcheck.
- <u>Technical Setup</u>: The DJ will test all audio equipment, including speakers, microphones, and mixers, to ensure they are functioning properly and producing the desired sound quality.
- <u>Sound Levels</u>: The DJ will adjust sound levels and balance to accommodate the venue's acoustics and the event's specific needs.
- <u>Coordination</u>: The DJ may need to coordinate with venue staff to address any technical or logistical issues that may arise during setup.
- <u>Guest Consideration</u>: The soundcheck will be conducted at a time that minimizes disruption to guests and other activities, typically before the event start time.

The client agrees to provide the DJ with adequate time and access to complete the soundcheck as required.

## 8. Breaks & Meals

The DJ is entitled to one 15-minute break per 3 hours of performance and a meal break if the event duration exceeds 4 hours. The client agrees to provide a meal for the DJ if the event duration exceeds 5 hours. Breaks will be taken at times that are least disruptive to the event and coordinated with the client or event coordinator to ensure a smooth flow of the event. During breaks, pre-selected background music will be played to maintain the event's atmosphere.

The meal should be provided at an appropriate time during the event, allowing the DJ to take a break without disrupting the music or event schedule. The client should coordinate with the DJ to ensure that the meal is suitable and meets any dietary restrictions or preferences the DJ may have communicated in advance.

## 9. Ensuring Access to Venue

The client is responsible for ensuring that the DJ has unrestricted access to the venue for the setup and performance of services. This includes:

- <u>Venue Access</u>: Arranging for access to the venue at least [Insert Time, e.g., 2 hours] before the event start time for equipment setup and sound check. Providing any necessary permissions or passes required for entry and setup.
- Load-In and Setup: Ensuring that the DJ can load in equipment through designated entry points and that there is sufficient space for setup.Coordinating with venue staff to facilitate a smooth setup process and addressing any logistical or technical issues.
- <u>Power and Space Requirements</u>: Confirming that the venue has adequate power supply and electrical outlets to support the DJ's equipment. Ensuring that the designated area for the DJ is clear of obstructions and suitable for the equipment and performance space.
- <u>Coordination with Venue Staff</u>: Communicating with the venue to align on any specific rules or requirements related to noise levels, setup, and performance. Providing the DJ with contact information for key venue personnel in case of any issues during the event.

## 10. Client Responsibility | Providing Accurate Information

The client agrees to provide accurate and complete details regarding the event to ensure the successful delivery of DJ services. This includes:

- Event Date and Time: The client must confirm the exact date and times for the event, including start and end times, to allow for proper scheduling and preparation by the DJ.
- <u>Venue Information</u>: The client will provide the venue name, address, and contact information. Any venue-specific requirements or restrictions should be communicated to the DJ in advance.
- <u>Music Preferences</u>: The client should provide a list of preferred music genres, specific songs, and any "do not play" requests to tailor the DJ's performance to their tastes.
- <u>Technical Requirements</u>: The client is responsible for informing the DJ of any venue-specific technical requirements or limitations, such as power supply, space for equipment, or sound restrictions.
- **Special Requests:** Any special requests or instructions regarding the event's flow, announcements, or specific roles the DJ may need to fulfill (e.g., MC duties) should be communicated prior to the event.

## **11. Venue Requirements**

To ensure a successful performance, the following requirements must be met by the venue:

- **Power Supply:** The venue must provide access to a minimum of 4 electrical outlets within 10-20 feet of the DJ setup area. Outlets should be grounded and capable of supporting the power needs of the DJ's equipment.
- Setup Area: The DJ requires a designated setup area of approximately 10 feet x 10 feet to accommodate equipment, including speakers, mixers, and lighting. The setup area should be located in a secure, level area to ensure stability and safety of the equipment.
- <u>Table and Tablecloth</u>: A sturdy table measuring approximately 6 feet x 2.5 feet is needed for the DJ's equipment and setup. The table should be covered with a clean tablecloth provided by the venue or the client to ensure a professional appearance.
- <u>Access and Space</u>: The DJ will need clear and unobstructed access to the setup area for equipment loading and unloading. The venue should ensure that the DJ has sufficient space for equipment and movement without interfering with guest activities or emergency exits.
- <u>Lighting</u>: The venue should provide adequate lighting in the setup area, or the DJ will bring their own lighting equipment if necessary. The venue should ensure that lighting conditions are suitable for the DJ's performance and equipment.

- <u>Sound Limitations</u>: If the venue has any sound restrictions or decibel limits, the client must inform the DJ prior to the event so that appropriate adjustments can be made.
- <u>Venue Coordination</u>: The DJ will coordinate with the venue staff regarding setup times, access permissions, and any specific venue policies related to equipment use.

These requirements are essential to ensure a smooth and successful performance. The client is responsible for communicating these needs to the venue and ensuring that all requirements are met.

## 12. Consent for Photos & Videos of DJ at Event

The client agrees that First Class Event Services and the DJ may be photographed and/or videotaped during the event. This consent includes the following provisions:

- <u>Permission to Capture</u>: The DJ grants permission to the client, guests, and hired photographers/videographers to capture photos and videos of the DJ during the event.
- <u>Usage Rights:</u> First Class Event Services and the DJ retain the right to use these photos and videos for promotional purposes, including but not limited to social media, website galleries, marketing materials, and advertising. The client agrees that no compensation will be provided for the use of these photos and videos.
- <u>Client and Guest Photography/Videography</u>: The client and their guests are welcome to take photos and videos of the DJ's performance, provided it does not interfere with the DJ's equipment or performance.
- <u>Professional Photography/Videography:</u> If the client hires a professional photographer or videographer for the event, the client will ensure that the DJ is given copies of any photos or videos featuring the DJ's performance upon request.
- <u>Respect for Privacy</u>: The DJ agrees to respect the privacy of the client and guests by not sharing any images or videos that may be deemed inappropriate or compromising without explicit consent.
- <u>Credit and Recognition</u>: When sharing photos or videos on social media, the client agrees to credit First Class Event Services and the DJ by tagging or mentioning them, where possible.
- <u>Limitations</u>: This consent does not extend to the use of photos or videos in contexts that are defamatory, misleading, or otherwise damaging to the reputation of First Class Event Services or the DJ.

## 13. Usage of Event Photos & Videos for Marketing

The client agrees that the DJ/First Class Event Services may capture photos and videos during the event for promotional and marketing purposes. The following terms apply to the usage of such media:

- <u>Consent to Photography and Videography</u>: By signing this contract, the client consents to the DJ/First Class Event Services taking photos and videos during the event. This may include, but is not limited to, the DJ's performance, the dance floor, and overall event ambiance.
- <u>Usage Rights:</u> The DJ/First Class Event Services reserves the right to use the photos and videos captured during the event for promotional and marketing purposes. This includes but is not limited to, use on the DJ/First Class Event Services website, social media platforms, promotional materials, and advertisements.
- <u>Privacy Considerations</u>: TheDJ/First Class Event Services will respect the privacy of the client and their guests. If the client has specific requests regarding which photos or videos should not be used, they must notify the DJ/First Class Event Services in writing within 7 days after the event.
- **No Compensation:** The client acknowledges that they will not receive any compensation for the use of photos and videos in which they, their guests, or the event may appear.
- <u>Client-Provided Media</u>: If the client provides any photos or videos to the DJ/First Class Event Services, the client
  grants the DJ/First Class Event Services the same usage rights as outlined above. The client must have the rights or
  permission to share such media.
- <u>Credits and Tags:</u> When feasible, the DJ/First Class Event Services will credit the client or tag their social media profiles when using photos or videos from the event on social media platforms.

## 14. Confidentiality of Personal Information

The DJ/First Class Event Services agrees to treat all personal information provided by the client, including but not limited to names, contact details, and event specifics, as strictly confidential. This information will be used solely for the purpose of providing DJ services for the event and will not be disclosed to any third parties without the client's explicit consent, except where required by law. The DJ/First Class Event Services will take all necessary measures to ensure that personal information is securely stored and protected from unauthorized access. The confidentiality agreement remains in effect even after the completion of the event, ensuring the client's privacy is maintained at all times.

## 15. Amendments & Modifications

Any amendments or modifications to this contract must be made in writing and signed by both the client and the DJ/First Class Event Services Representative. This ensures that all changes are mutually agreed upon and clearly documented. Verbal agreements or informal communications regarding changes to the contract will not be considered valid or enforceable.

To initiate an amendment or modification, the requesting party must provide written notice outlining the proposed changes. Both parties will then review and discuss the proposed changes to reach a mutual agreement. Once an agreement is reached, a formal written amendment will be drafted, detailing the specific changes to the original contract terms.

It is the responsibility of both parties to ensure that any amendments or modifications are agreed upon and signed in a timely manner, prior to the event date. This process helps maintain clarity and ensures that all parties are aware of and in agreement with any changes to the original terms of service.

## 16. Force Majeure

This contract is subject to cancellation or modification under certain circumstances beyond the control of the DJ/First Class Event Services or the client. The following conditions may render this contract void without penalty to either party:

- <u>Natural Disasters</u>: Events such as earthquakes, hurricanes, floods, fires, or any other natural disasters that make it impossible or unsafe to hold the event.
- <u>Governmental Actions</u>: Any act, regulation, or decree by any governmental authority that prevents the execution of the event, including but not limited to public health orders, travel bans, or venue closures.
- **Pandemics and Epidemics:** Outbreaks of contagious diseases, including but not limited to pandemics and epidemics, that result in governmental or health authority restrictions impacting the event.
- <u>Civil Unrest</u>: Situations involving acts of terrorism, riots, or other forms of civil unrest that pose a risk to the safety of the event participants.
- **Power or Utility Failures:** Extended power outages or utility failures that prevent the DJ from performing their services.
- **<u>Personal Emergencies</u>**: Serious personal emergencies, including severe illness, injury, or death in the immediate family of the DJ or the client, which prevent either party from fulfilling their obligations under this contract.
- **Venue Issues:** Structural damage to the event venue or other significant issues with the venue that prevent the event from taking place as planned.

In the event that any of the above conditions occur, both the DJ/First Class Event Services and the client agree to communicate promptly and work together to reschedule the event for a mutually agreeable date. If rescheduling is not possible, any deposits or fees paid will be refunded *in accordance with the cancellation policy outlined in this contract*.

## 17. Wi-Fi Access Requirement for DJ Services

To ensure a seamless performance and access to our full range of music and entertainment tools, a stable and reliable Wi-Fi connection is required at all event locations. Without internet access, we are unable to access streaming platforms, perform music updates, or operate essential software required for your DJ service. In the event that Wi-Fi is not available or is insufficient, we will utilize a mobile hotspot to complete our services. <u>A Mobile Data Usage Fee of \$25 per hour will</u> <u>be applied to your final invoice for the duration of hotspot usage.</u>

This measure ensures uninterrupted service and allows us to deliver the high-quality experience your event deserves.

Payment Due By				
	date			
Primary Client Information Card Information		Secondary Client Information		
Name:		Name:		
Address:		Address:		
Phone:		Phone:		
Card #		Card #		
Ex. Date	Sec. Code:	Ex. Date		Sec. Code:

## 18. Non-Refundable Deposit

A non-refundable deposit of \$1,000 is required to secure the date for DJ services. This deposit must be submitted along with the signed contract to confirm the booking.

**Importance of Timely Submission and Non-Refundable Nature:** The non-refundable deposit is essential for several reasons:

- Securing the Date: By submitting the deposit and contract promptly, you ensure that your desired date is reserved exclusively for your event. This prevents double-booking and allows us to allocate the necessary resources and planning time to your event.
- **Commitment and Planning:** The deposit serves as a commitment from both parties, allowing us to begin detailed preparations for your event. This includes planning the music selection, arranging equipment, and scheduling staff.
- **Opportunity Cost:** By securing your date with a deposit, we may turn down other potential clients for the same date. The non-refundable nature of the deposit compensates for this opportunity cost and ensures our commitment to your event.
- Initial Expenses: The deposit helps cover initial expenses incurred during the planning and preparation stages, such as consultations, equipment reservations, and administrative tasks.

Please note that the date will not be considered confirmed until both the deposit and signed contract are received.

#### **19. Accepted Payment Methods**

All clients must adhere to the following payment guidelines. Failure to comply may result in delayed or canceled services.

- Payments By Check: Checks must be made payable to: First Class Event Services
  - Deadline: All payments by check must be received and cleared no later than 14 days prior to the event date.
  - **Returned Checks:** If a check is returned for insufficient funds or any other reason, the client will be charged a \$75 bounced check fee.
  - **Daily Penalty:** A daily fee of \$25 will be assessed for each day the payment is not rectified after the bounce date, up until the full balance is paid.
  - **Service Risk:** Services are not guaranteed if full payment is not received and cleared prior to the event. We reserve the right to cancel services due to non-payment.
- <u>Cash Payments:</u> Clients who pay in full using cash will receive a \$100 discount off their total event cost. Partial payments do not qualify for this discount. Full payment must be made at once in cash and accompanied by a signed receipt.

## 20. Damage to Equipment

The client agrees to be fully responsible for any damage to the DJ's equipment caused by the client, their guests, event staff, or any individuals attending the event. This includes, but is not limited to, damages resulting from spills, physical interference, tampering, or negligence.

In addition, the client acknowledges that they are also responsible for any damage caused by the venue, weather conditions, or other environmental factors not under the DJ's control. Even if the damage is directly caused by the venue or a third party, the client assumes full responsibility for ensuring the safety and suitability of the event space for vendors and their equipment. It is the client's duty to coordinate with the venue and take all necessary precautions to prevent damage. Any repair or replacement costs resulting from such incidents will be billed to the client accordingly.

# 21. Liability Insurance

]The DJ/First Class Event Services maintains liability insurance to cover any accidental damages or injuries that may occur during the performance. A certificate of insurance can be provided to the client or venue upon request.

## 22. Liability Insurance

The DJ/First Class Event Services liability for any claim arising out of this contract will not exceed the total amount paid by the client for the services provided. The DJ/First Class Event Services will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the performance of services under this contract. This section clarifies the responsibilities and liabilities of the DJ/First Class Event Services regarding equipment and performance, helping to protect both parties from potential disputes.

- <u>Venue Responsibility</u>: The client is responsible for ensuring that the event venue meets all necessary requirements for the DJ's performance, including providing adequate space, power supply, and access for equipment setup. The client must obtain all necessary permissions and permits required by the venue for the DJ's services and ensure compliance with any venue-specific regulations or restrictions.
- <u>Guest Conduct</u>: The client is responsible for the behavior and conduct of all guests attending the event. This includes ensuring that guests do not interfere with the DJ's performance, equipment, or personal safety. Any damage to the DJ's equipment caused by the client or their guests will be the financial responsibility of the client. The client agrees to reimburse the DJ/Company for the full cost of repair or replacement of any damaged equipment.
- <u>Safety & Security</u>: The client must provide a safe and secure environment for the DJ to perform. This includes taking
  reasonable measures to prevent any harassment, violence, or unsafe conditions during the event. If the DJ feels that
  their safety or the safety of their equipment is at risk, they reserve the right to cease performance until the issue is
  resolved. No refunds will be provided for any performance time lost due to safety concerns.
- <u>Alcohol & Substance Use</u>: The client agrees to monitor and manage the consumption of alcohol and other substances by guests to ensure that it does not adversely affect the DJ's performance or create a hazardous environment. The DJ has the right to refuse song requests or interactions with guests who appear to be overly intoxicated or under the influence of substances. The DJ also has the right to refuse and discontinue service should this be the factor of them feeling unsafe.
- <u>Damage to the Venue</u>: The client is liable for any damage to the venue caused by the DJ's equipment, provided such damage is a direct result of the DJ's actions and not due to venue conditions or other factors outside the DJ's control. Any claims made by the venue for damages related to the DJ's performance must be communicated to the DJ/First Class Event Services Representative within 24 hours of the event's conclusion.
- <u>Indemnification</u>: The client agrees to indemnify and hold harmless the DJ/First Class Event Services from any claims, damages, losses, or expenses arising out of or resulting from the actions or conduct of the client or their guests during the event.

# 23. Equipment Liability

The DJ/First Class Event Services is responsible for providing and maintaining professional-grade sound and lighting equipment in good working condition for the event. The DJ/First Class Event Services will ensure that all equipment is set up and tested prior to the event start time to ensure optimal performance. In the event of equipment failure, the DJ/First Class Event Services will make every reasonable effort to resolve the issue promptly, including using backup equipment if necessary. The client is responsible for ensuring the venue provides the necessary infrastructure to support the DJ's equipment, including adequate power supply and space.

# 24. Performance Liability

The DJ/First Class Event Services will perform the services as agreed upon in this contract to the best of their ability and in a professional manner. The DJ/First Class Event Services will not be liable for any disruptions in performance caused by circumstances beyond their control, such as power outages, technical malfunctions, or restrictions imposed by the venue. In the event of the DJ's inability to perform due to illness, injury, or other unforeseen circumstances, the DJ/First Class Event Services will make every effort to provide a qualified substitute DJ. If a substitute cannot be provided, the client will be entitled to a full refund of any fees paid for the services not rendered.

## 25. Additional Costs

The following additional costs may apply to the DJ services provided under this agreement:

- <u>Travel Costs</u>: Travel expenses are not included in the base fee and will be the responsibility of the client. The client agrees to cover the cost of travel to and from the event venue. Travel costs include mileage, tolls, and other transportation expenses.
- Lodging Costs: If the event requires the DJ to travel more than 100 miles from their home base, or if the event spans multiple days, lodging arrangements and costs will be covered by the client. If the client does not book lodging, the company will add the lodging costs to the final invoice.
- <u>Airfare:</u> If the event requires the DJ to fly to the location, the client will cover the cost of airfare. This cost will be added to the final invoice if not arranged by the client.
- <u>Set-Up Costs</u>: The standard set-up time is included in the base fee. Any additional time required for set-up beyond 1 hour will incur a fee of \$150 per additional hour.
- <u>Other Additional Costs</u>: Any other unforeseen costs related to the event that are not covered by the base fee will be discussed with the client. These may include special equipment rentals, additional services requested by the client, or other expenses.

These additional costs will be itemized and added to the final invoice, which will be presented to the client after the event. The client agrees to reimburse these expenses in accordance with the terms outlined in this contract. Final costs will be charged to the client's credit card or card on file.

## 26. Card on File & Payment Authorization

To complete and validate this agreement, the Client is required to provide a valid credit or debit card to be held securely on file. This card will serve as a form of incidental security and will only be charged under the conditions outlined below:

- Payment Coverage & Final Invoicing: The card on file may be charged for:
  - Any outstanding balance not paid by the due date outlined in this agreement.
  - Any additional services, overtime, damages, fees, or expenses that arise during or after the event and are agreed upon or incurred per this contract.
  - Any late fees, cancellation fees, or charges specified in this agreement.
- **Primary vs. Backup Payment Method:** Even if the Client intends to pay by check, cash, electronic transfer, or other means, the card on file serves as a backup payment method to ensure timely and complete payment of any and all fees. This includes but is not limited to balances unpaid due to failed or delayed primary payment methods.
- <u>Authorization</u>: By signing this agreement, the Client authorizes First Class Event Services, LLC to charge the card on file for the purposes described above. A receipt for any such charges will be provided upon request.

- **Failed Charges & Penalties:** If a charge attempt is declined or disputed without cause, the following actions and penalties may apply:
  - A \$50.00 fee for each failed charge attempt.
  - A 5% late fee compounded weekly until the balance is paid in full.
  - Suspension of services for current or future events until the outstanding balance is resolved.
  - Referral to collections and legal action, including associated legal and administrative fees, if payment is not resolved within 30 days.
- <u>Security & Confidentiality:</u> All card data is securely stored and processed through our PCI-compliant payment processor. We do not store full card numbers in any local files or physical documents.
- **Disputes & Questions:** If you believe a charge was made in error, you may contact our billing department within 7 days of the charge for review and resolution.

## 27. Late Payment Penalties

In the event that payment is not received by the due date specified in the contract, the following penalties will apply:

- **Daily Late Fee:** A late fee of \$100 per day will be incurred for each day the payment is overdue, starting from the day after the payment due date.
- **Maximum Late Fee Duration:** This daily late fee will be applied for a maximum period of 30 days.
- Legal Fees: If the payment remains outstanding after 30 days, the account will be referred to a collection agency or legal counsel. Any costs associated with the collection or legal process, including but not limited to attorney fees, court costs, and additional administrative expenses, will be the responsibility of the client.
- **<u>Payment Collection</u>**: The company reserves the right to take legal action to recover any overdue amounts and associated costs if the payment remains unpaid beyond the specified period.

The client agrees to these terms and acknowledges that timely payment is crucial to maintaining the agreed-upon services and schedule.

## **Event Information**

Type of Event: Event Date(s): Event Location: Hours of Service:	Number of Guests: DJ Package Requested: Start/End Times: Venue Name:
Venue / Manager Information	Payment Information
Name:	Quoted:
Address:	Balance Due:
Phone: Email:	Due Date: Payment Method:

Failure to submit the full payment by this deadline will result in the DJ's services being canceled for the event. However, the client will still be responsible for the total payment as stipulated in this agreement.

Client Name (Printed)

First Class Event Services Team Member

**Client Signature**