



# DAVE MILLER ENTERTAINMENT

CONSISTS OF THE FOLLOWING ENTERTAINMENT SERVICES:

*DJ Dave Miller*

*Dave Miller Weddings*

*Reverend Dave Miller*

## PERFORMANCE CONTRACT

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between David L. Miller, hereinafter referred to as "seller", and \_\_\_\_\_, hereinafter referred to as "buyer", residing at or representing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The seller hereby agrees to provide the buyer with Disc Jockey Entertainment and/or Wedding Officiating, as itemized below. These services will be performed for the buyer on \_\_\_\_\_ between the hours of \_\_\_\_\_ thru \_\_\_\_\_, at this location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The following features are provided:

- DJ Entertainment & Sound System \$ \_\_\_\_\_
- Wedding Ceremony Officiating \$ \_\_\_\_\_
- Wedding Ceremony Sound System \$ \_\_\_\_\_
- Cocktail Hour Sound System \$ \_\_\_\_\_
- Disco Style Lighting Package \$ \_\_\_\_\_
- Karaoke \$ \_\_\_\_\_
- Photography \$ \_\_\_\_\_
- Assistant \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_

Total \$ \_\_\_\_\_  
Initial Payment Due With Contract \$ \_\_\_\_\_  
Balance \$ \_\_\_\_\_

The Balance is due at the end of the performance, but can be paid at any time prior to the performance date, even on the date that the contract is signed.

**Checks should be made payable to David L. Miller.**

3. Barring any unforeseen circumstances, services will be provided for this event by David L. Miller.

4. Extra DJ entertainment hour(s) will be available at no extra charge, for a maximum of six hours, including the initial paid time. The scheduled end time indicated in paragraph 1 is an estimate based on needs of the caterer or venue. If there are no objections and the party is still going strong, the entertainer will continue to perform. Extra hours beyond the first two hour for events scheduled for up to four hours long, or beyond the first hour for five hour events, will be charged at \$150.00 per hour. The entertainer is free to turn down all extra hour requests, including the initial free extra hours.

5. If the event is in a room other than at ground level, the buyer must inform us in advance. If an elevator is available, the venue must allow us to use it. A failure to inform us that the room is not on ground level and/or a venue that refuses to allow use of the elevator, may result in a delayed start of the performance. Seller will not be held responsible for such delays.

6. The buyer must provide, or arrange for the venue to provide, a minimum of one 20amp electrical circuit for each sound system setup location. These must be dedicated circuits with no other devices on them. Seller will not be held responsible for delays or interruptions caused by inadequate electrical service.

7. Most caterers and venues will provide the performer's meal free or for a very small charge. If this is not the case with your event, please inform us in advance so that we may make alternate plans. Otherwise, any food served to guests must also be made available to the performer and any additional staff.

8. The buyer understands that upon confirming this contract, the seller commits to this buyer on the day and time specified, and must reject offers from other buyers for this date. If the buyer should for any reason cancel this contract, the buyer shall be responsible for making payment of the full package price, as indicated in paragraph 2.

9. If the buyer cancels the event and the seller is able to find and confirm a new buyer for the date specified, the cancellation fee will only be the initial payment. While every effort will be made to re-book the date after a cancellation, most clients book these types of services many months in advance and a new client may not appear.

10. If the buyer should fail to make payment of the full contracted price, the seller may be required to refer this matter to a third party for collection. The buyer agrees to be responsible for the costs incurred by the seller for the collection of the purchase price, including, but not limited to: Attorney fees, Collection Agency fees, Bank fees and Court costs, as well as interest which will accrue at a rate of 1.5% monthly.

11. In the unlikely case that David Miller is unable to personally perform at this event, but is able to secure a substitute, the balance due will be reduced, or a partial refund will be issued, so the total paid is 75% of the contracted price. If neither David Miller nor a substitute performs at this event, a refund equal to all payments made, plus \$1,000, is due to the buyer.

12. In the case of a mutually agreed cancellation, the full initial payment amount will be credited towards a new date for this buyer. If the seller has a prior commitment on the new date, the initial payment will be returned. If there is no mutual agreement to cancel, this contract will remain in place as outlined above. Cancellations due to winter storms or other "Acts of God" will be considered automatically mutually agreed if the venue management or a venue staff member informs the seller of the cancellation.

13. Outdoor events are Rain or Shine. If rain is threatened, an alternate local location can be selected. If the event is cancelled, full payment is due, except for the case of a mutually agreed upon cancellation, as outlined above.

14. Excessive noise will be the buyer's responsibility. While the performer will comply with all requests to lower the volume, the buyer will be responsible for deciding at any given moment if the volume is too loud. If the buyer fails to monitor the volume adequately, and the venue management or police elect to end the event or to issue a summons, or both, the buyer will be responsible for any fines as well as the full price of the performance under this contract.

15. The buyer must return two signed copies of this contract, with the initial payment indicated, so that it will be received by the seller as soon as possible to guarantee availability on the requested date. The buyer must receive a copy which has been counter-signed by the seller to protect the buyer's rights under this contract.

16. 100% Money Back Satisfaction Guarantee: If the buyer is not satisfied with services provided, buyer may request a full or partial refund of fees paid. The amount will be determined by the buyer. Requests for Satisfaction Guarantee refunds must be submitted in writing, with details of the reason for the dissatisfaction, postmarked no later than seven days after the performance date.

17. This contract contains the entire agreement between the buyer and the seller. No additions or modifications shall be binding unless reduced to writing and signed by the buyer and seller.

I have read and agree to all the conditions printed on this contract.

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Date signed by buyer: \_\_\_\_\_

Date signed by seller: \_\_\_\_\_