

Date of Event:_____

If emailed, please print and complete the form with as much information as possible. A completed copy will be scanned and emailed for your records. **PLEASE PRINT CLEARLY**. Thank you!

Start Time:	End Time:		
	Client Informatio	on:	
Bride Name:			
Address:			
City:	State:	Zip Code:	
Home Phone:	Work/Daytime Phone:		
Mobile Phone:	Email:		
Groom Name:			
Address:			
City:	State:	Zip Code:	
Home Phone:	Work/Daytime Phone:		
Mobile Phone:	Email:		
Other Responsible Party:		Relationship:	
Address:			
		Zip Code:	
Home Phone:	Work/Daytime Phone:		
Mobile Phone:	Email:		



Facility/Location Information:

Name:		Contact:
Address:		
City:	State:	Zip Code:
Mobile Phone:	Office Phone:	
Web Site:	Email Address:	
(For Weddings please indicate Recep	otion 🗆 Ceremony)	
Driving Directions:		

SERVICES & COMPENSATION:



Client/Agent shall pay for the desired services as follows:

□ DELUXE WEDDING CEREMONY AND RECEPTION □A □B □C:	\$		
DELUXE WEDDING RECEPTION:	\$		
□ BASIC WEDDING RECEPTION:	\$		
U WEDDING CEREMONY ONLY:	\$		
WEDDING CEREMONY SAME LOCATION:	\$		
WEDDING CEREMONY DIFFERENT LOCATION:	\$		
WEDDING CEREMONY COORDINATION AND PLANNING ONLY:	\$		
Karaoke add-on package:	+ \$		
Video Projector Service:	+ \$		
Video Slide Show:	+ \$		
Dance Floor Lighting:	+ \$		
***Architectural Accent Up Lighting	+ \$		
Discounts or Special Promotions (if applicable)	\$		
Additional requested hours (\$75.00/hr):	+ \$		
Mileage charge for travel >50 miles from Kingsport: _miles x \$0.54 (Mileage charge rounded to nearest dollar)	+ \$		
Required Hotel Stay (if applicable):night(s) x \$	+ \$		
*Total Agreement Price = \$			
**Initial Deposit (Date Reservation Fee) Required= \$			
Payment in full due on or before:			

(See below for payment requirements)

*Any service requested on day of event by the client and provided by Digital Jamm Boxx DJ Service (not previously contracted for) will be charged at the then current prevailing price of that service and shall be due in full within 15 days of wedding date. Any delinquent unpaid balances will accrue a 15% per month late fee.

**Date of your event will be reserved on the Digital Jamm Boxx DJ Service calendar only when the initial deposit is received.

***Uplighting price will be based upon the number of light fixtures needed for the selected venue.



TERMS & CONDITIONS OF EMPLOYMENT

The above named CLIENT(S) (For Weddings is Bride, Groom & Responsible Party or For Non-Weddings is Client & Responsible Party, Jointly and Individually) of Digital Jamm Boxx DJ Service hereby agree to employ Digital Jamm Boxx DJ Service featuring Ron Auvil ("DJ Ron 3.0") and Lisa Archer ("DJ Daisy") hereby known as THE HOST to provide entertainment, coordinated sound and/or lighting events as instructed at the time and place for the agreed upon price above, and all signers are both jointly and individually responsible for the total contract. In consideration of the joint pledge set forth, the HOST and the CLIENT agree as follows:

- A. The HOST shall provide to the CLIENT the entertainment services as specifically identified in this Service Agreement, which may or may not include sound and lighting, background music, dance music, karaoke, games and Master of Ceremonies for your event. CLIENT understands and agrees that the services of DJ Ron 3.0 and DJ Daisy are specialized and unique and include interaction with the CLIENT and their guests. As such, the HOST requires the location of their setup area to be immediately next to the dance floor which should be centrally located in the event room. The CLIENT authorizes the HOST to deal with the venue and/or the CLIENT'S specified coordinator same as if dealing with CLIENT to ensure the most appropriate and suitable venue room setup. The HOST agrees to provide the desires of the CLIENT for a successful event within the policies of the venue. However, HOST will hold final decision over production and presentation in supplying the agreed upon services for the CLIENT. Should the venue and/or CLIENT or the CLIENT'S specified coordinator apply partial or full control of HOST'S music selections, equipment setup location, content, programming, timing, and/or system volume and lights, the HOST is protected and released from all indirect or specific guarantees.
- B. In consideration for selected services, CLIENT shall pay HOST "Initial Deposit" (Date Reservation Fee) with the return of this Service Agreement. The balance in full is due no later than 30 days prior to event date. All fees are payable by cash, check, or online payment through Paypal; credit card payments may be made in person to HOST. Payments or payment in full may be made at HOST'S website under section labeled "Client Tools." All checks are payable to <u>"Ron Auvil"</u>. If the bank rejects any CLIENT check payment, then cash, money order or cashier's check must be used to make payments. A \$75.00 fee will be assessed for returned checks to cover all fees incurred by HOST from banking institutions.
- C. Dates are reserved on a <u>first come, first served basis</u>. To reserve a date you must complete this Service Agreement and return along with the initial payment (Date Reservation Fee.) All fees are payable by cash, check, or online payment through Paypal; credit card payments may be made in person to HOST. Payments or payment in full may be made at HOST'S website under section labeled "Client Tools." All checks are payable to <u>"Ron Auvil"</u>. If the bank rejects any CLIENT check payment issued, then cash, money order or cashier's check must be used to make payments. A \$75.00 fee will be assessed for returned checks to cover all fees incurred by HOST from banking institutions. Date will not be guaranteed as reserved on HOST calendar until funds are actually received and contract is completed and delivered to HOST.
- D. A minimum of 90 days prior to event is required to execute a Service Agreement. However, you will receive the optimum performance when allowing as much notice as possible for adequate planning and preparation making your event as personalized as possible.
- E. Full payment must be made to HOST no later than 30 days prior to date of event.
- F. Events scheduled to continue after midnight must be approved by HOST as part of the Service Agreement and venue prior to the start of event. Venue must approve presence of HOST after midnight if required for teardown. HOST requires 4 hours of setup, agreed upon performance time and 2 hours teardown.
- **G.** If additional entertainment time is requested, this will be considered **overtime payable at the rate of \$75 per hour**. Any overtime costs will be <u>PAID IN FULL</u> or arrangements made in writing prior to the continuation of performance time for full payment within 15 days.
- H. If additional performance time after Midnight is requested, it must be approved by the venue prior to beginning of event or if additional time is requested during event, venue must also grant authorization to HOST. Any entertainment provided by HOST after contracted time will have an additional charge added to total fees already paid. Additional performance time is \$75.00 per hour and must be paid or arrangements made in writing prior to continuation of performance time for full payment within 15 days.
- I. Requests by CLIENT for activity changes or substitutions prior to event or change of event location will require an amendment to the Service Agreement.



- J. Payments are not transferable, not assignable, nor refundable except as explicitly described in this contract. If CLIENT requests to have event date rescheduled, a 25% rescheduling fee will be incurred due to limitations of available entertainment days.
- K. If HOST services for the event are cancelled by CLIENT on or 90 days prior to the day of event, payment in full is still due as liquefied damages. Cancellation notice must be received by HOST in writing by Certified U.S. Mail. Emails or phone calls to HOST will not be considered adequate notice. This Service Agreement will be considered fulfilled by the HOST same as if performance made as agreed and payment in full will be due. The remaining balance due is payable by the originally scheduled event date.
- L. HOST cannot be responsible for unforeseen Acts of God (rain, snow, flood, wind, tornado, earthquake or other unforeseen acts of nature, including health problems, accident, injuries or deaths,) but will do our best to fulfill the obligations of this Service Agreement. In the case of HOST illness, substantial conflict or other tragic occurrence, and HOST is unable to provide entertainment, HOST will issue to CLIENT a full refund of amount paid to date.
- M. The CLIENT shall secure the use of any primary or backup facilities required to carry out the terms of this agreement prior to the time of event, securing any licenses, permits and paying such fees that are necessary and required for HOST to execute the terms of this Service Agreement. CLIENT is responsible for guaranteeing the venue is in compliance with any federal, state and local laws.
- N. CLIENT is responsible for venue to supply suitable connections for HOST'S equipment as outlined. For indoor setup, HOST requires a minimum of two 2-plug grounded outlets on at least two (2) separate 15-20 amp 113 volt circuits. For outdoor locations, GCFI protection is required. CLIENT is responsible for supplying generator(s) and fuel for HOST equipment if outdoors as well. If there is insufficient electrical supply, this could result in an extra charge for extra time/help in set up & tear down or in the inability to provide good performance. It is the sole responsibility of the client to insure that proper power is available. HOST reserves the sole right to determine if electrical connections are not suitable as specified so as to guarantee no damage to equipment and reserves the right to deny event services resulting in termination of this contract with no further liability to CLIENT.
- O. This Service Agreement also requires that location is suitable for setup of valuable, sensitive, clean and professional sound equipment. If location is not level, is dirty or dusty or otherwise deemed unsuitable at time of setup, additional charges for specific setup changes, cleaning of equipment after event or obtaining additional equipment to ensure a safe and effective setup will apply. Suitability of the location is at the sole discretion of HOST and reserves the right to deny event services resulting in termination of this contract with no further liability to CLIENT.
- P. If outdoor wedding and HOST is using self-contained PA system, CLIENT is to provide overhead shelter or tent to protect HOSTS, tables, speakers, lighting and other equipment; provide suitable ground cover (stage, riser, etc.) to protect electrical cords and connections from water. HOST will NOT set up on bare ground. The size of overhead shelter or tent will be no less than 10'W x 5'D x 10'H in size; be properly secured on level ground; provide full protection from the elements. HOST will determine if an unsafe location has been provided and reserves the right to deny event services resulting in termination of this contract with no further liability to CLIENT.
- Q. If outdoor reception and HOST is using full-sized system with multiple components, CLIENT is to provide overhead shelter or tent to protect HOSTS, tables, speakers, lighting and other equipment; provide suitable ground cover (stage, riser, etc.) to protect electrical cords and connections from water. HOST will NOT set up on bare ground. The size of overhead shelter or tent will be no less than 20'W x 15'D x 10'H in size; be properly secured on level ground; provide full protection from the elements. HOST will determine if an unsafe location has been provided and reserves the right to deny event services resulting in termination of this contract with no further liability to CLIENT.
- **R.** If event room is not easily accessible (multi-level with no stairs or elevator), ramps must be provided. If not easily accessible, CLIENT agrees to provide equipment handlers at specified time. If HOST must supply equipment handlers, there will be an additional minimum charge of \$150.
- S. Close parking is to be provided at no cost near the loading access of the venue for 2 vehicles.
- T. CLIENT agrees to allow HOST access to venue prior to event or CLIENT is to provide HOST with pictures of event space to verify setup location is accommodating with a minimum requirement of a 16 by 16 space for tables, speakers, lighting and other equipment based on requested activities for your event. If a corner location is to be provided, suitable footage will be discussed and guaranteed. There are to be no tables between entertainment setup and dance floor so activities are always in full site of DJs.



- U. In addition to suitable space, HOST requires 2 (two) but preferably 3 (three) rectangular 6' tables. The availability of 8' tables are acceptable. HOST will supply black table covers.
- V. A changing room is required for HOSTs to change into formal attire for event after completing setup. HOSTS will change again at end of event for teardown. This private and secure changing room is to be located as close as possible to event room.
- W. If announcements, grand entrance, dinner, cake cutting, toasts, bouquet toss, garter toss and any other Professional Master of Ceremonies duties are required, CLIENT must deliver all material including first and last names no later than 30 days prior to day of event. If specific song selections are requested for same, CLIENT must deliver name of song and artist no later than 30 days prior to day of event. Any questionnaires for games and activities must also be returned to HOST no later than 30 days prior to day of event.
- X. HOSTS will require (at no cost) a meal and non-alcoholic beverages prior to start of event. Vendor meals are sometimes available from the venue without any additional cost to you check with your Venue. <u>Providing bottled water and/or other non-alcoholic beverages during the event is also appreciated.</u>
- Y. If the event seems to be lacking in attendance or participation in your event including but not limited to inclement weather or lateness of time, we will consult CLIENT regarding bringing an end to the event before the scheduled time. HOST will make announcement of re-scheduled end time. When CLIENT departure time has reached 30 minutes, the event will be brought to a close unless otherwise authorized in this Service Agreement.
- 2. For Service Agreement over \$500, a 100% Satisfaction, Money Back Guarantee will be recognized. If HOST experiences equipment failure or you deem performance is of poor quality, or any other circumstances over which HOST has control, HOST will offer refund of a portion of the total cost as outlined in this Service Agreement. Based on the situation being under the HOST's direct control and supervision, a limited guarantee of 100% refund will be made as it applies to terms agreed upon in writing prior to the event; this agreement being added to and signed as part of the Service Agreement. HOST is protected and released from all implied or specific warranties or guarantees 24 (twenty-four) hours after the completion of event. A written letter from CLIENT must be received within five (5) business days following the event by Certified U.S. Mail (postmarked within 36 hours of completion of event) explaining in detail cause for a full refund. A meeting of CLIENT and HOST will then be scheduled to discuss this cause. If an agreeable solution is not met, resolution may then be sought via arbitration or small claims court by either CLIENT or HOST. CLIENT must have fully complied with all requirements under this Service Agreement; been available for or responded to requested discussions/information; completed all required and requested documents; fulfilled all venue requirements; and completed all payments on time as this Service Agreement outlines.

Initial:

AA. CLIENT grants HOST the right to take photographs of CLIENT and CLIENT'S guests at event. As the client to other vendors, CLIENT grants all members of HOST the right to personally obtain photographs or video taken at event from any person and by official photographer and videographer as if requested by CLIENT. If obtained from a professional photographer or videographer, CLIENT authorizes the use to print or publish electronically for promotional purposes without restriction or compensation. Acknowledgement of credits will be provided if used in any public manner.

Initial:

Initial:

I understand DJ Ron 3.0 and DJ Daisy (HOSTS) are for the personal enjoyment of Client and event guests. Unauthorized commercial use of any photographs, videos, and/or recordings of DJ Ron 3.0 and DJ Daisy performance without the expressed written consent of DJ Ron 3.0 and DJ Daisy is prohibited.

- **BB.** Failure of the CLIENT to abide by the terms and conditions in this Service Agreement, including completion of and deliverance to HOST all additional documents requested and required for event preparation within at least 30 days prior to event, shall result in HOST retaining or receiving the total amount of the contract as liquefied damages for breach of contract.
- CC. CLIENT agrees that any and all changes to any portion of this contract by CLIENT or HOST must be submitted and approved in writing complete with signatures of both CLIENT AND HOST or changes are not valid and binding. This binding contract contains all the agreements by the parties involved in this Service Agreement; there are no other implied promises except those in writing herein.



- DD. CLIENT, by your signature(s), have complete responsibility to adhere to this Service Agreement and are the sole contact(s) with HOST who will only work with the primary contacts (Bride & Groom, Coordinator, Party/Prom/Event Organizer) personally on all matters concerning the event unless notified by CLIENT, in writing, of another person to correspond with (parent/other event planner/location personnel/other relative) or to work with on the day of the event. If for any reason there is a problem with HOST'S entertainment services, please let us know as soon as possible (volume, song selection, time) so that an adjustment can immediately be made.
- EE. Only the CLIENT can make changes in scheduling the event (beginning, ending, extra time.) It is the sole responsibility of CLIENT for the actions of your guests interacting with HOSTS (children, drunken or unruly guests.) If HOST should have a problem with guests or venue personnel, it will be CLIENT'S responsibility to resolve these problems. Failure to resolve any situation or problem resulting in entertainment disruption will be considered by HOST as having fully executed Service Agreement with no further liability to CLIENT. At any time under any circumstances liability to CLIENT shall not exceed the total value of this Service Agreement

May we provide your name and/or email address as a reference? Initial:

Your business is very important to us. We provide the best entertainment for your event at a fair cost to you. If you are pleased with our performance, Digital Jamm Boxx DJ Service appreciates referrals to other clients and a letter of reference from you after the event. Thank you for your trust!

Notes:

A COUNTERSIGNED COPY OF THIS AGREEMENT WILL BE SCANNED AND PROVIDED TO THE CLIENT BY EMAIL AND THE CLIENT UNDERSTANDS AND ACKNOWLEDGES THE TERMS AND CONDITIONS SET FORTH ABOVE. BOTH DIGITAL JAMM BOXX DJ SERVICE AND THE CLIENT(S) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THIS DOCUMENT IS CONSIDERED EXECUTED IN SULLIVAN COUNTY, TN.

Date:_____

Client Signature (Bride)

Client Signature (Other Responsible Party)

Client Signature (Groom)

Client Signature (Other Responsible Party)

Date:

Ronald P. Auvil, II (DJ Ron 3.0)

Lisa Archer (DJ Daisy)



Digital Jamm Boxx DJ Service 1045 Union Street Apt. L1 Kingsport, TN 37660 (276) 207-2155 ron@digitaljammboxxdjservice.com www.digitaljammboxxdjservice.com

MAKE ALL CHECKS PAYABLE TO: RON AUVIL

Electronic Signature Acknowledgement: It is understood that this document may be executed in counterparts, transmitted by electronic means, email, fax, or otherwise and may not contain a physical signature by client. Client understands that the terms and conditions of this contract are fully binding. The client, by issuing of payment to Digital Jamm Boxx DJ Service by Paypal, Credit Card, check or money order or other form of payment acceptable to Digital Jamm Boxx DJ Service and when countersigned by Digital Jamm Boxx DJ Service is binding on Digital Jamm Boxx DJ Service and client. Client's and responsible parties are jointly and individually responsible for compliance with contract.

All music is obtained by legal sources, including BPM Supreme, Apple Music, iTunes, Amazon Music, Virtual DJ Content Download, and other commercial music distribution services as well as on compact disc from commercial music retailers.