

Swank Promotions & Entertainment LLC Service Contract

Now, therefore consideration of the mutual agreements contained herein, the terms and conditions hereby agreed upon by and between _____ and Swank Promotions & Entertainment for _____ (Consumer)

Entertainment for _____ on _____.
(Name or Type of event) (Date of Event)

Event Information & Description of Services.

Customer Contact Name _____ Contact Number _____

Address of Event _____

Event Time: Start time: _____ End time: _____

1. Performance of Services.

Swank Promotions & Entertainment shall arrive at the event location one hour before the starting time to set-up and conduct sound check. Requests for extended playing time beyond the agreed-upon hours of service shall be accommodated if feasible, at an additional cost per hour.

2. Payment Information.

In consideration of the services contracted for, the sum of \$ _____, with a \$100.00 non-refundable retainer fee due upon signature of this contract and the remaining balance to be paid on or before the date of the event. Payment shall be made to Tanyell Alstein, payments may be made in the in form of Zelle, Apple Pay, Cash App, or Cash.

If client requests additional hours, and Swank Promotions & Entertainment is able to provide such time, the fee will be \$ _____ per additional hour.

3. Cancellation Policy & Termination of Service

All retainer fees are non-refundable. However, if client reschedules event for a later date that is feasible, the retainer fee will be retained for such event. Cancellation of this contract must be received no less than 30 days prior to the event, and will result in a refund of any monies paid, less the retainer fee. Termination of services: Swank Promotions & Entertainment reserves the right to terminate services at any time the job is deemed unworkable by the Disc Jockey. Controlling guests, power failure, etc... remain the purchasers responsibility. Full payment is due in the event of a premature stop in which the Disc Jockey is not at fault.

4. Force Majeure

If the performance under this contract or any obligation under this contract is prevented, restricted or interfered with by the causes beyond either party's reasonable control (Force Majeure), It is hereby further agreed; that the client shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Swank Promotions & Entertainment compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for

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setup area. The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to her, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Swank Promotions & Entertainment, DJ Service staff or any equipment in DJ Service possession, Swank Promotions and Entertainment reserves the right to cease performance. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Swank Promotion and Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Swank Promotions and Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

5. Assignment. – Third Party Referrals – {If Applicable}

Under the consent and mutual agreement of Swank Promotions & Entertainment and _____, this contract can be assigned to a referred third party consumer (Referring company or Individual)

at a discounted rate of _____% off the total service. All other provisions of the contract will remain in effect. Please provide and attach the business referral service agreement to the third party consumer who wish to receive services.

This agreement shall be signed on this day _____ by _____
(Date) (Client)

And between Swank Promotions & Entertainment and effective as of the date first above written.

Client:

Swank Promotions & Entertainment
