

# Music Machine

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Dennis Matthies 402-316-0007 / Steve Matthies 402-640-5270

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## Contractual Agreement

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CONTACT PERSON

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BRIDE & GROOMS NAME/YOUR GROUP / SCHOOL NAME

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LOCATION OF DANCE

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ADDRESS, CITY AND STATE

**This letter is to confirm your dance that is scheduled for \_\_\_\_\_ and the willingness of the MUSIC MACHINE to furnish the entertainment services for your dance.**

Dance:

Starting at \_\_\_\_\_ on the \_\_\_\_\_

And ends at \_\_\_\_\_ on the \_\_\_\_\_

Cost:

Basic Cost of Dance \$

Extra Time \$

**Mileage Cost \$**

Reserve a DJ(owners)\$

Total Cost of Dance \$

\* Required Deposit \$

\* Balance Owed \$

-Mileage is .55 per mile figured round trip from Norfolk Ne. to your site. Minimum charge of \$35.00 (**SEE ABOVE**). The required deposit must be returned with a signed contract no later than \_\_\_\_\_ to finalize this booking agreement.

\*The balance owed must be paid on or before the date of the dance and before the beginning of the dance by Company check, cash or money order (by personal check due two weeks before your dance date). There is an additional 45% charge for returned checks and if paid after the day of the dance(this is of the total cost of the dance). **AREA Requirements: 8 FT. by 6 FT. area is required for set up.**

**\*Please Return (1) One Copy with your Deposit & Please Make All Checks Payable to Dennis L. Matthies and Memo your check (dance by The Music Machine). Thank You Dennis**

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Music Machine and all employees will be referred to by 'DJ Company'. Individual(s) covering the DJ fees will be referred to by 'Purchaser'. All individuals present at the event including but not limited to event location staff, invited and uninvited guests will be referred to by 'Event Attendees'.

There may be a \$100 damage deposit required for the use of each handheld wireless microphone & \$250 damage deposit for lapel or headset microphone. Damage to the equipment can result in loss of deposit in part or in whole. Full return of deposit relies on return of wireless microphone(s) or equipment in proper working order AND in the same physical condition as they were loaned out. Additional fees may apply if DJ Company services are required beyond the agreed upon hours stated in the contract. Additional fees may be applied if damage deposit is not enough to cover repair / replacement of damaged equipment.

DJ Company agrees to do their best to cooperate with Purchaser in any manner necessary to make the event successful. DJ agrees to cooperate in full at the event. DJ reserves the right to decline requests that endanger people, equipment or any request that may have legal repercussions. DJ agrees to dress properly for the event, but may dress down for setup and teardown. IF Purchaser changes event time from those 1st agreed on, DJ company MUST be notified in advance, and DJ Company has right to decline new times beyond Midnight.

DJ retains the right to stop music if: self/equipment or someone is threatened or in danger, crowd becomes rowdy, an emergency situation develops, or for another situation that the DJ deems 'necessary.' DJ retains the right to not play chosen songs if they (The DJ) deem the song(s) inappropriate or offensive. In the event that few people are interested in dancing, the DJ is allowed to play whatever music they believe will liven up the event. DJ will not be held liable for accidental playing of 'offensive' music. DJ reserves the right to take a few pictures of the event which may appear on DJ Company website or for use as advertisements. DJ reserves the right not to allow anyone behind the DJ Booth. In the event this contract is modified without DJ Company permission or knowledge, Purchaser may be held in 'breach of contract' and all changes will be disregarded.

Purchaser is responsible for ensuring the safety of the DJ, any assistants, DJ equipment and the safety of the guests. Purchaser is responsible for the actions and well being of the event attendees. Purchaser is responsible for covering damage to event site, DJ equipment or injuries to the DJ, assistants, event staff and event attendees that is NOT the direct fault of the DJ Company. DJ Company is not responsible in the event of accidental injury to event attendees, onset of motion sickness, sudden onset of medical complications or injuries to event attendees because they are careless. DJ Company will not be held responsible in the event that some event attendee breaks the law. DJ Company is not responsible if Event or Dance Location is non handicap accessible, or does not provide proper electricity capacity. In case of power outage, DJ Company is not held responsible for downtime.

Purchaser is responsible for arranging that the event location allows ample time for setup before the event and takedown of DJ equipment after the event. (No less than 1.5 hours, prefer 2 hours). DJ requires 2 outlets on separate breakers. If there are stairs (no ramps/elevator) purchaser will provide setup assistance with heavy equipment. If less time is given for setup/teardown Purchaser will provide a trusted assistant (light lifting only). Purchaser is responsible for any additional/hidden fees the Event Location (or city) charges the DJ Company.

Purchaser agrees to pay DJ Company in full. DJ Company must receive final payment 2 weeks BEFORE the time of the event or additional fees may apply. In the event of outstanding balances, the greater of: 2.5% or \$25 financing charges will be applied to the balance each month until balance is paid. If all fees are not paid in full, in cash, by setup time for the event, the Purchaser is responsible, and the DJ Company is not required to setup or perform for the event. Additional \$20 fee applied for each returned/bounced check.

In case the event is canceled, a 2 week notice is required, however the minimum retainer is non refundable. Refunds may not be granted in full if additional equipment requests are made causing DJ Company to rent/purchase them. In the event less than 2 weeks notice is given, there may be an additional \$100 late notification charge. There may be a \$75 charge for change of event date, 1 (one) change of date allowed per event. DJ Company is not liable if they are unavailable for the new date. No refunds if less than 48 hours notice is given and all applicable fees/charges apply. A Cancellation Contract is required for canceling a scheduled event. The date the completed cancellation contract is received by DJ Company is the official date of cancellation. In the unlikely event that the DJ service is unable to make it to the event due to mechanical breakdown or emergency, The DJ Company will not be held responsible, all fees including deposit will be refunded in a timely manner, and there will be an attempt to find a replacement. If a replacement is found; refunded amount will be redirected for paying the new DJ.

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By signing this Contract, You agree to all of the above stated terms of the agreement

\_\_\_\_\_  
DJ Company Rep

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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