



# INFORMATION ONLY

## When the music matters...

### Reservation Form/Contract for Services

This contract fully represents the agreement for entertainment services for the engagement described below between \_\_\_\_\_ (Purchaser of entertainment) and Big Brothers Productions, LLC (Big Brothers Productions).

1. **Purchaser Name:** \_\_\_\_\_
2. **Purchaser Mailing Address:** \_\_\_\_\_
3. **Email Address:** \_\_\_\_\_ **Website:** \_\_\_\_\_
4. **Purchaser phone number(s):** Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_
5. **Place of engagement (venue):** \_\_\_\_\_
6. **Address of engagement :** \_\_\_\_\_
7. **City:** \_\_\_\_\_ **State:** Arizona **Zipcode:** \_\_\_\_\_
8. **Venue/Engagement Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_
9. **Type of Engagement:**  Wedding  Holiday  Corporate  Other \_\_\_\_\_
10. **Date of Engagement:** \_\_\_\_\_ **Hours of Employment:** Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_
11. **Type of Service(s):**  DJ  Karaoke  Both
12. **DJ Attire:**  Semi-Formal  Casual  Other \_\_\_\_\_
13. **Total performance fee:** \$ \_\_\_\_\_. All payments should be made payable to **Big Brothers Productions.**
14. **Reservation Fee (Deposit):** A non-refundable reservation fee of \_\_\_\_\_ is required to secure Big Brothers Productions for the engagement. This amount shall be subtracted from the performance fee. **The remaining balance of the performance fee must be paid in full 10 days prior to the start of the engagement.** Purchaser's failure or refusal to pay the above stated compensation to Big Brothers Productions shall release Big Brothers Productions from furnishing any remaining services to the Purchaser under this contract. Refusal to perform from such circumstances shall not constitute breach of contract by Big Brothers Productions whether such unpaid claim shall be in whole or in part.
15. **Music Selection and Direction:** The Purchaser shall at all times have complete control, direction and supervision of the performance of services by Big Brothers Productions at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of services by Big Brothers Productions. Big Brothers Productions must receive a written event/music planner or music request list prior to the engagement for it to be included in Big Brothers Productions programming guidelines. With or without the aid of an event/music planner or music request list, Big Brothers Productions shall attempt to play Purchaser and Purchaser's guests' music requests but shall not be held responsible if certain selections are not available. Big Brothers Productions will make an extra effort to have music requests available if Big Brothers Productions IN WRITING receives them at least two (2) weeks prior to the engagement.
16. **Purchaser Provided Music:** If the Purchaser provides compact discs to play music from, Big Brothers Productions will not be responsible for loss, damage or theft of them should occur.
17. **Limited Liability:** This agreement of Big Brothers Productions to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond Big Brothers Productions control. If such circumstances arise, all reasonable efforts will be made by Big Brothers Productions to find a replacement entertainment at the agreed upon fees where applicable. Purchaser agrees that in all circumstances, Big Brothers Productions liability shall be exclusively limited to refunding the fees paid and that Big Brothers Productions shall not be liable for indirect or consequential damages arising from any breach of contract. Should Big Brothers Productions be prevented from performing, once at the site of the engagement, due to circumstances beyond Big Brothers Productions control (i.e., power failures, schedule conflicts with engagement site), Big Brothers shall not be held responsible and will be deemed to have fulfilled their obligation under this contract.
18. **Hold Harmless:** Purchaser agrees to defend, indemnify, assume liability for and holds Big Brothers Productions harmless from any claims, damages, losses and expenses by or to any person or real or personal property, regardless of basis (except in the case of gross negligence on the part of Big Brothers Productions), which pertains directly or indirectly to Big Brothers Productions performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. At all times Big Brothers Productions will maintain a professional business demeanor.
19. **Non-Payment:** In the event of non-payment, Big Brothers Productions retains the right to attempt collection through Maricopa County courts. Purchaser will be held responsible for all court fees, legal fees and collection costs incurred by Big Brothers Productions. Purchaser shall be charged Twenty-five dollars (\$25.00) for each returned check plus a twelve-dollar (\$12.00) service charge for each collection notice.



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20. **Compensation:** The amount agreed upon and shown in line item 13 above applies to the performance times set forth in lines 9 and 10 of this contract. Performance time added after the start of the engagement will be provided at the rate of **Two Hundred dollars (\$200.00) per hour**. Overtime is billed in half-hour increments. There is a 10-minute grace period before overtime is incurred for any half-hour period. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. This agreement guarantees that Big Brothers Productions' time of arrival; however, Big Brothers Productions request that they be permitted **60** minutes before the engagement and **60** minutes after the engagement for setup and takedown. Big Brothers Productions also requests ramp or elevator access between the parking/service entrance and setup area. If the venue requires setup or takedown in less time, additional labor will be charged at the rate of **Forty dollars (\$40.00) per hour**. If Purchaser or venue requires Big Brothers Productions to complete setup more than 1 hour before the start time indicated in line 10 of this agreement, or to postpone takedown more than 1/2 hour after the end time indicated in line 10 of this agreement, the additional time will be charged at the rate of **Forty dollars (\$40.00) per hour**.
21. **Damages:** Purchaser will take reasonable steps to protect Big Brothers Productions equipment, music, and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on Purchaser's part (except in the case of gross negligence on the part of Big Brothers Productions) will be payable by Purchaser to the extent of repair or replacement of damaged music and equipment, and all costs of medical treatment.
22. **Clients Liability:** In the event of circumstances deemed by Big Brothers Productions to present a threat or implied threat of injury or harm to Big Brothers Productions' staff or any equipment in Big Brothers Productions possession, Big Brothers Productions reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (*maximum of 30 minutes*), Big Brothers Productions shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Big Brothers Productions resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Big Brothers Productions reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
23. **Cancellation Policy: All reservation fees (deposits) are non-refundable.** Purchaser has up to thirty (30) days prior to the contracted date to cancel this agreement with Big Brothers Productions without being held responsible for the balance of the performance fees in item 13 in this contract. Cancellations must be in writing with a copy of the original contract. Big Brothers Productions reserves the right to apply the reservation fee to another function within one (1) year period of the original event date. **Pricing may be different than the original, but the reservation fee will remain the same.** Cancellations made less than thirty (30) days prior to the contracted date; Purchaser shall be liable for the total performance fees stated in this contract on line 13.
24. **Working Conditions:** Purchaser shall provide Big Brothers Productions with safe and appropriate working conditions. This includes, but is not limited to, providing six (6) foot by six (6) foot area for Big Brothers Productions main setup, space for setting up speakers, a 120-volt outlet (3-prog grounded with at least 15 amps available) from a reliable power source within 50 feet (along the wall) of the set-up area; providing a facility that completely covers and protects Big Brothers Productions' equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds); providing crowd control if warranted; and furnishing directions to place of engagement and free parking. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.
25. **Venue Charges:** Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, fire marshal, overtime before and after the engagement utilized by Big Brothers Productions for setting up and taking down equipment.
26. **Governing Law:** The laws of the State of Arizona shall govern this agreement. Purchaser agrees that venue will be in **Maricopa County**.
27. **Transfer of Contract:** Purchaser may not transfer this contract to another party without the prior written consent of Big Brothers Productions.
28. **Binding Contract:** This contract is not binding until received and signed by Big Brothers Productions. Any changes must be written and signed by both the Purchaser and Big Brothers Productions. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
29. Big Brothers Productions may elect not to exercise their rights as specified in this agreement. By doing so, Big Brothers Productions does not waive their right to exercise those options at a future date.
30. **Special Provisions:**  Yes  No \_\_\_\_\_ Purchaser's Initials

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

I have read and agree to all terms as written in this contract.

Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Signature of Big Brothers Productions \_\_\_\_\_ Date \_\_\_\_\_  
**2213 East Devonshire • Phoenix, AZ 85016 • (602) 931-1053 • [www.bigbrothersproductions.com](http://www.bigbrothersproductions.com)**  
**(602) 374-4070 fax**