



Event DJ & MC Services

Section 1 - Non-Refundable Deposit

1. The Client must agree to a one-time non-refundable deposit to The Bow Tie DJ Guy in the amount of **\$250.00** upon the execution of this agreement.
2. The deposit is required **within 30 days** of accepting a proposal and being issued with an invoice. The Bow Tie DJ Guy will hold your booking date for this period.
3. The Client acknowledges and agrees upon execution of this agreement, that The Bow Tie DJ Guy will incur certain costs and expenses in order to reserve space for your event (including and without limitation any lost fees for foregoing other events to complete the said event).
4. The deposit shall be forfeited by the Client at the time of such breach of this agreement and shall in no way limit any other rights or remedies available to The Bow Tie DJ Guy, at law or otherwise, under this agreement.
5. The deposit is non-refundable unless The Bow Tie DJ Guy cancels the engagement, subject to section 1.4.

Section 2 - The Agreement

1. The Client hereby engages The Bow Tie DJ Guy to provide a service.
This service is to be performed at **(Your Venue Address)**.
2. The Bow Tie DJ Guy will provide the following package(s) and services requested:
(Your Package Information)
3. The Bow Tie DJ Guy will ensure all equipment is provided for the services outlined in the packages stated above. This includes, but is not limited to, speakers, lighting, laptop/USB's, the required cables, as well as a booth/table unless otherwise arranged.
4. The service shall consist primarily of providing musical entertainment by means of recorded format, as well as providing spoken words during MC announcements, games & other responsibilities (if MC duties are included in your package).
5. The Client agrees to pay The Bow Tie DJ Guy any and all funds to the TOTAL amount of **(Total Invoice Amount)** no later than 30 days prior to the start of the event. Schools and non-profit organisations may make final payment on the day of the event, at the event, if previously arranged.
6. In the event of non-payment, The Bow Tie DJ Guy retains the right to cancel the booking and therefore not proceed with the service.
7. The Client may ask the DJ/MC to extend their services past the scheduled end time. The DJ has the right to refuse to continue later than originally agreed, however can continue the service at a payment rate of \$100 per hour.

Section 3 - Additional Contract Terms

1. **'Acts of God'**

The agreement of The Bow Tie DJ Guy is to perform subject to proven detention by accidents, riots, strikes, epidemics, death, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by The Bow Tie DJ Guy to find replacement entertainment at the agreed upon fees. Should The Bow Tie DJ Guy be unable to procure a replacement, the Client shall receive a full refund of balance or a credit to be used at another event at a later date. The Bow Tie DJ Guy will do everything I can to ensure customers are looked after with understanding and empathy

2. **'Rain Or Shine'**

It is understood that if this is a "Rain or Shine" event, The Bow Tie DJ Guy compensation is in no way affected by inclement weather. For outdoor performances, the Client shall provide overhead shelter for setup area (unless an alternative arrangement has been agreed upon). The Bow Tie DJ Guy reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to themselves, 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.

3. **Maltreatment**

In the event of circumstances deemed to present a threat or implied threat of injury or harm to The Bow Tie DJ Guy staff or any equipment in staff possession, The Bow Tie DJ Guy reserves the right to cease performance. If the Client is able to resolve the threatening situation within a reasonable amount of time (maximum of 15 minutes), The Bow Tie DJ Guy shall resume performance in accordance with the original terms of this agreement. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether The Bow Tie DJ Guy resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, The Bow Tie DJ Guy reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

4. **OH&S**

The Client shall provide The Bow Tie DJ Guy with safe and appropriate working conditions. This includes a designated space for setup in a designated area specific to your service package. The Bow Tie DJ Guy requires a minimum of one appropriate 10–20-amp outlet within 15 metres of the designated setup area. This circuit must be free of any other connected loads. Any delay in the performance or damage to The Bow Tie DJ Guy equipment due to improper power is the responsibility of the Client. Two or more 10–20-amp circuits are required where multiple large current drawing items are included in your package (e.g. The use of Fog/Dry Ice Machines/AV Package). The Client shall provide crowd control if warranted; and furnish directions to place of engagement. The Client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and Fire Marshall if necessary (For use of fog – Does not apply to Dry Ice effects).

5. **Property Damage & Theft**

An excess fee of \$750 will apply if any property owned or in possession of The Bow Tie DJ Guy is damaged or stolen due to guest negligence. This is not limited to but including fire, drink spills, falls, or equipment tampering. The DJ has the right to cease performance in the event this occurs.

6. **Photography & Privacy**

The Bow Tie DJ Guy reserves the right to use or distribute photographs or video filmed at the client's event for any public or commercial purpose, and reserves copyright or any other intellectual property of said videos or photographs. Protecting your privacy and the confidentiality of your personal information is important to us, as it is fundamental to the way the brand conducts its business. The Bow Tie DJ Guy is sensitive to privacy issues and treats very seriously the ongoing trust our customers have placed. If the Client wishes for no video or photography to be taken, it is the Client's responsibility to let The Bow Tie DJ Guy know in writing. The Bow Tie DJ Guy will also exercise discretion around posting these images/videos at times where discretion to the public/guests is required.

7. **Provided Meal**

At least ONE meal must be provided for the DJ/MC at any Wedding event. A reasonable amount of time will be allowed to consume this meal. A meal may also be required at other events. You will be notified in the event this is to occur.

8. **Setup Times**

This agreement guarantees that The Bow Tie DJ Guy will be ready to perform at the start time of the engagement. No guarantee is made as to The Bow Tie DJ Guy time of arrival; however, The Bow Tie DJ Guy requests that they be permitted 3 hours before the engagement and up to 2 hours after the engagement for setup and take down of equipment (unless an alternative time has been arranged and agreed upon).

9. **Accessibility**

It is the responsibility of the Client that all passageways, pathways, driveways, or similar, are safely accessible. The Bow Tie DJ Guy has the right to cancel the booking if safe passageway is not available or obtainable upon arrival. This includes, but is not limited to, moving equipment between a vehicle and the designated location of setup, as well as driveways being safe and accessible to most vehicles.

10. **After Hours Performances**

It is The Bow Tie DJ Guy standard policy to not play past midnight (12am) due to noise restrictions when performing in any unlicensed venue. This is inclusive of any places of residence, factories, outdoor events, public property, commercial offices, and any other venue that does not have a valid liquor license. If the Client has requested The Bow Tie DJ Guy to perform past this time, the Client agrees to absolve The Bow Tie DJ Guy of any legal liability and will take full responsibility for all legal proceedings, fines & fees, the retrieval of any confiscated equipment and any other legal action associated to this action. The Bow Tie DJ Guy staff will comply with all actions requested by law enforcement officers, which is inclusive of shutting off music completely for the remainder of the event. The Bow Tie DJ Guy will offer no refund partial or otherwise for any event where law enforcement has requested that the music be turned off prior to the event finish time.

11. **Non-Payment**

If an invoice has been issued after the booking has been completed and a non-payment occurs, The Bow Tie DJ Guy retains the right to attempt collection through debt collection services. The Client will be held responsible for all court fees, legal fees, and collection costs incurred by The Bow Tie DJ Guy. All collections past the final due date stated on the Clients invoice will incur a 10% late payment fee accrued monthly until paid.

12. **Quote & Invoice Changes**

You may request to make changes to your package or the details of your booking. Packages may be upgraded but cannot be downgraded. If you wish to upgrade your package, pricing will be as at the time of your request. Any changes to the booking must be written and agreed by the Client and The Bow Tie DJ Guy by way of email. Oral agreements are non-binding.

13. **Song Requests**

The Bow Tie DJ Guy has an extensive library of songs available to be requested. In the event a track is not available, the DJ will access the online Beatsource Link library and attempt to find the song there. There is no guarantee that we will always have what is requested. An internet connection is also required for the Beatsource Link library to be accessible and therefore it's accessibility cannot be guaranteed if there is insufficient cellular or wired internet connection available at the place of the booking.

14. **Pre-Booking Meeting – Wedding**

Specific song requests (Bridal Waltz, Father/Daughter Dance etc.) will be requested by The Bow Tie DJ Guy at your pre-engagement meeting. This meeting will occur approximately 30 days before the event date. Any custom tracks will need to be supplied to the meeting conductor in High Quality by way of either WAV or MP3 format on a USB.

Section 4 - Cancellations & Refunds

1. Any paid balances are forfeited in the event a booking is cancelled within 7 days of the event date of **(Event Date)**. The final payment is due 30 days before the engagement. In the event a booking is cancelled after this date, but outside 7 days of the booking date, 50% of funds can be refunded.
2. Any paid funds can be transferred to a new booking date in the event of unforeseen circumstances, including but not limited to pandemics, floods, or bushfires. The Client shall supply the new booking date to The Bow Tie DJ Guy within 14 days of notifying their intent to reschedule. All paid funds will be forfeit in the event The Bow Tie DJ Guy is notified after these 14 days have lapsed (unless otherwise agreed).
3. The Bow Tie DJ Guy will do their best to accommodate for the rescheduled date. If the new booking date conflicts with a booking with another Client, 50% of the total balance paid will be refunded to the client.
4. Any paid balance cannot be refunded in the event the newly rescheduled date is cancelled.
5. The Client may not transfer this contract to another party without the prior written consent of The Bow Tie DJ Guy.
6. Agreed package inclusions & pricing cannot be decreased if you change your mind at a later time, however additional time or payment plans may be given to pay any outstanding balance if financial issues occur.