Prestige Worldwide Entertainment Contractual Agreement

AGREEMENT made this ____ day of _____, 202_, by and between _____ hereinafter referred to as the Purchaser, and Jerry Karns of Prestige Worldwide Entertainment hereinafter referred to as the DJ. Terms of this contract will be valid if signed and returned within 14 days of the date above. Beyond that date, verification of availability and Performance fee must be reaffirmed. NOW, THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:
1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at the Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. By Request Prestige Worldwide Entertainment hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. Prestige Worldwide Entertainment hereby agrees to render its professional services and is always to have complete control of its program.
4. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:
Date(s): _____.
Start Time(s): ____AM/PM
Finish Time(s): ____ AM/PM
(up to 4 or 6 hours depending on the type of event) If the time is listed as TBD (To be determined), it will be within the number of hours listed below.
The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following compensation: A non-refundable retainer fee of $___ is required to secure the services of Prestige Worldwide Entertainment for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is $___ for the up to ___-hour time frame outlined above. (If time is listed as TBD, time will start at agreed upon time once determined) Services requested that exceed the time frame above will be charged at the rate of $__ per hour, payable on the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time may be accommodated. Travel Fee will be $___. If a generator is required, it will be provided by the DJ for a fee of $__. (The DJ must provide the generator if one is to be used due to specific power requirements and sensitive equipment, prior notice is required). Payment is due in full at least one week prior to the event unless prior arrangements have been made. Payments made with a credit card and/or certain apps will be subject to a 4% processing fee, and it would be appreciated if you gave prior notice if that is how you plan to pay.
Is DJ performing as the Officiant? y/n? _____ *
***** DJ performing as Officiant as well, is subject to additional contract requirements and fees. (details available on my website, www.jerrykarns.com)***

Additional Terms and Conditions:
The agreement of the DJ to perform is subject to proven detention by accidents, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Prestige Worldwide Entertainment to find replacement entertainment at the agreed-upon fees. Should Prestige Worldwide Entertainment be unable to procure a replacement, the Purchaser shall receive a full refund limited to the amount already paid in advance. Purchaser agrees that in all circumstances, Prestige Worldwide Entertainment's liability shall be exclusively limited to an amount equal to the pre-paid amount and that Prestige Worldwide Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract. All retainer fees are non-refundable unless the DJ cancels. If canceled within 1 year of the event, the Purchaser will pay 50% of the agreed-upon performance fee, if canceled within 6 months of the event purchaser will pay the full contracted performance fee. Any amount pre-paid will be applied towards the cancellation fee. All cancellations must be made in writing by the purchaser. A cancelation by a 3rd party such as a Wedding Planner/ Coordinator will not be accepted as valid.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. This contract is not binding if the retainer fee hasn't been made. In the event the Purchaser breaches the contract, he or she shall pay any reasonable attorney's fees incurred in the collection of debt owed.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, or anybody under the direct supervision of the DJ while on the premises of said engagement if the damage is caused by Purchaser or guest, members of their 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, Prestige Worldwide Entertainment's compensation is in no way affected by inclement weather. For outdoor performances, the Purchaser shall provide overhead shelter and adequate shelter from the weather for the setup area. The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or the 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 or shortened duration.

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

The purchaser shall provide Prestige Worldwide Entertainment with safe and appropriate working conditions. This includes a 10-foot by 10-foot area for setup and space for setting up speakers and lighting stands. Prestige Worldwide Entertainment requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area and in close proximity to the dance floor. (Direct proximity in this regard is to the bare minimum mean, a direct path to the dance floor) This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser unless prior arrangements for a generator were made. Two circuits are preferred, where possible. Additional outlets on separate circuits for lighting may be necessary. Purchaser shall provide crowd control if warranted and furnish directions to the place of engagement if requested. The 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, etc.

Prestige Worldwide Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable.* Prestige Worldwide Entertainment will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement. *Regarding questionable music, not limited to language, and/or content of lyrics, the DJ has the final say if a song is played or not. Compensation will not be affected by the playing, or refusal/inability to play songs, regardless of who requested it.

Prestige Worldwide Entertainment retains the right to attempt collection through the courts in the event of non-payment. The purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Prestige Worldwide Entertainment. Purchaser shall be charged $50 for each returned check plus a $20 service charge for each collection notice.

This agreement guarantees that Prestige Worldwide Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Prestige Worldwide Entertainment's time of arrival; however, Prestige Worldwide Entertainment requests that they be permitted up to 2 hours before the engagement and up to 1 hour 30 minutes after the engagement for setup and takedown. Prestige Worldwide Entertainment also requests ramp or elevator access between the parking/service entrance and the setup area. Additional labor charges may apply if the venue requires setup or takedown in less time or if equipment must be carried upstairs or lifted onto a stage to reach the setup area If the Purchaser or venue requires Prestige Worldwide Entertainment to complete setup more than one hour before the start time or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of $50.00 per hour.

Engagements within 1 hour of drive time from Bath NY will not be assessed a travel charge. Services requiring travel outside of this area will be charged at a rate of $50 an hour (to and from the event). Engagements in excess of 200 miles and/or 2 Hours travel time (one way) will require accommodation to be made for an overnight stay in a local hotel/motel for Prestige Worldwide Entertainment to be provided by Purchaser.

Prestige Worldwide Entertainment reserves the right to use photographs or videos of the event that are taken either by Jerry Karns or a representative of Prestige Worldwide Entertainment, or photographs obtained from public domain sites such as, but not limited to, Facebook, Instagram, TikTok, or Google images, etc. for the purposes advertising and promoting Prestige Worldwide Entertainment. There will be no compensation for any such images or video given. People not wishing to have their images used can inform Jerry Karns in advance and every effort will be made not to use their likeness in any form, but no guarantee will be made. If a picture or video appears on the Prestige Worldwide Entertainment website or Facebook page that you would like removed. Please do so in writing; every effort to remove it will be made, but there is no guarantee that it will be removed.

Special provisions & Additional Services Requested

_____
_____
_____
_____
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By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she does not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.
There are different fees for different events, in the event, Prestige Worldwide Entertainment is contracted for an event under false pretenses, the fee for the actual event will be charged. For example, but not limited to, contracting for a standard party that is a wedding reception, the purchaser will be charged the standard rate for wedding receptions. Rates will be enforced by what is listed on www.jerrykarns.com/rates

All attached riders (If applicable) are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of New York shall govern this agreement. In the event of a suit involving or relating to this agreement, Purchaser agrees that the court venue will be in Steuben County.
Purchaser agrees to defend, indemnify, assume liability for, and hold Prestige Worldwide Entertainment harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Prestige Worldwide Entertainment's performance. If 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.
Purchaser may not transfer this contract to another party without the prior written consent of Prestige Worldwide Entertainment. This agreement is not binding until signed by both Purchaser and Prestige Worldwide Entertainment has received it. Any changes must be written and signed by both the Purchaser and Prestige Worldwide Entertainment. 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.

Prestige Worldwide Entertainment may elect not to exercise its rights as specified in this agreement. By doing so, Prestige Worldwide Entertainment does not waive its right to exercise those options at a future date.

In the event of COVID or other medical type restrictions, including but not limited to mask-wearing, vaccination requirements, or anything similar that goes against the DJ's beliefs, or medical exemptions, if any are required, The DJ will not be performing, and the contract stipulations stated above will be discussed by the purchaser and DJ. The retainer fee may be refunded at the DJ's discretion.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser:

_____
Signature

_____
Printed Name

Street Address: _____

_____

Cell Phone: _____

Purchaser:

_____
Signature

_____
Printed Name

Street Address: _____

_____

Cell Phone: _____

Prestige Worldwide Entertainment:

_____
Jerry Karns, Owner

112 Pine Street
Bath NY 14810
(607) 346-1149

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