



E-mail: info@whtcmln.com

Phone: 503-270-8386

EVENT CONTRACT

Company/Individual Name: _____ (“Purchaser”)

E-mail: _____

Telephone Number:(Day)_____ (Evening)_____

1. The Purchaser hereby engages, subject to the terms of this contract, White Chameleon Entertainment (“WCE”) to provide a DJ Service at the following location and time:

Venue Name: _____

Location: _____

Telephone Number:(Day)_____ (Evening)_____

Date: _____ (Start Time): _____ to _____ (End Time)

2. WCE hereby agrees, subject to the terms of this contract, to provide a DJ Service (consisting of musical entertainment by means of a recorded music format) for the Purchaser at the above-mentioned location and time.

4. Fees:

Deposit: \$ _____ (**\$50 Minimum**)

Performance Fee \$ _____ (Circle: Flat Fee / Hourly Fee) Total (if hourly) \$ _____.

Extra Performance Time will be charged at the rate of \$ _____ per hour.

Extra access/set-up fees _____ (Circle: Flat Fee / Hourly Fee)

Travel fee is _____ plus stay accommodation (see section 2b).

All fees except deposit are payable the day of the engagement.

5. May WCE take photos at the event for posting pictures on their website, social media and/or for commercial purposes:

Yes No

Terms of Contract

1. Purchaser’s Responsibilities

a. Set-up Accommodation. Purchaser shall provide WCE with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands and any other special equipment and accommodations WCE requires of Purchaser in advance of performance. Purchaser must inform WCE of the nature of the set-up area (type of venue, location of area, existence of any stairs, unusual access or location issues, uncommon event details) at least two weeks before performance. For outdoor performances, Purchaser shall provide overhead and side shelter for the set-up area to assure protection for the personnel and equipment from direct sun, water, wind, and other factors to protect personnel and equipment from damage during performance. WCE requires a minimum of one 15-20amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Two circuits are preferred, where possible. Additional outlets on separate circuits for lighting (if contracted for) are required. WCE requires ramp or elevator access between the parking/service entrance and the setup area. Purchaser shall provide barriers and crowd control if the nature of the event is such that the attendees’ intrusion into the set-up area can be reasonably anticipated. Any delay in or interruption of the performance or damage to DJ's equipment due to improper power, insufficient set-up area or lack of shelter, or attendees’ intrusion and damage to equipment shall be the responsibility of the purchaser.

Initials: Purchaser _____

White Chameleon Entertainment _____

b. *Special Requests.* Purchaser must provide a written event/music planner or music special request list at least two weeks prior to the date of the engagement for it to be included in WCE program. WCE will make its best efforts to accommodate such music special request, however, does not guarantee that all requested items will be available.

c. *Time of access to Set-up Area.* To ensure that WCE will be ready to perform at the start time of the engagement, Purchaser must ensure that WCE has access to the set-up area at least two hours before the engagement to set up and two hours after the engagement to takedown the equipment. Under some circumstances, WCE may request longer access time.

d. *Safety.* In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, WCE prohibits any guest access to the sound system, music recordings, or other equipment and, upon White Chameleon Entertainment's request, Purchaser shall provide necessary personal control to ensure event guests do not attempt to touch, break, or otherwise damage equipment.

e. *Insurance.* Purchaser shall procure appropriate event insurance and add WCE as an additional insured.

2. Fees and Payments

a. *Fees.* Purchaser agrees to pay the fees for the performance stated on the first page of this contract.

b. *Purchaser Responsible to Pay in Full.* Should WCEs be forced to stop early or cancel its performance because, in WCEs' sole judgment, the weather (or other natural conditions), attendees, Purchaser, or other factors appear to pose danger to personnel or equipment or because the set-up area shelter appears insufficient to protect personnel and equipment from damage during performance, Purchaser will still be required to pay full contract price to WCE.

c. *Conditional Set-up and Travel Fees.* If the venue requires setup or takedown in less than two hours, or if equipment must be carried up any stairs or lifted onto a stage to reach the setup area, additional labor will be required and will be charged \$50.00. If Purchaser or venue requires WCE 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 \$25.00 per half-hour. Engagements within the Portland/ Metro area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$50 per 60 miles round trip. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for WCE to be provided by Purchaser. If WCE is required to arrange its own accommodation, Purchaser agrees to reimburse the cost (the accommodation is required to be such as to assure safety of personnel and equipment).

d. *Non-payment.* Purchaser will pay all amounts due on, at the latest, on the day of the event. In the event of non-payment, Purchaser will be responsible for all collections costs and fees, reasonable legal fees, and any other costs incurred by WCE to obtain payment. Purchaser shall be charged \$25 for each bounced check.

b. *Refunds.* All deposits are nonrefundable if Purchaser cancels the engagement 20 days or less before the engagement. If Purchaser cancels the engagement 20 days or less before the engagement having paid no deposit, Purchaser agrees to pay the entire fee.

e. *Venue Costs.* Purchaser is responsible for paying any charges imposed by the venue in connection with this contract / White Chameleon's performance. These charges may include, but are not limited to, noise reduction/control, neighborhood notices, parking, use of electric power, crowd control/barriers, and fire marshal if necessary.

3. Performance

a. *Conditions.* In the event any site condition, in WCE's sole judgment, pose a threat of injury or harm to WCE personnel or equipment or other property, WCE reserves the right to pause performance. If the Purchaser remedies the adverse condition within a reasonable amount of time (maximum of 15 minutes), WCE shall resume performance. No extension of time corresponding to the pause will be given unless agreed to otherwise. If Purchaser does not remedy the adverse condition(s), WCE is entitled terminate performance and treat the contract as cancelled by Purchaser and subject to full payment.

b. *Force Majeure.* WCE's performance is subject to obstruction of access to the set-up are or venue, proven detention by accidents, riots, strikes, epidemics, or any other conditions beyond its reasonable control. If such circumstances arise, all reasonable efforts will be made WCE to find replacement entertainment at the agreed upon fees. Should WCE be unable to procure a replacement, Purchaser shall receive a full refund.

d. *Inclement Weather.* The engagement is a "Rain or Shine" event. Notwithstanding, should WCE be forced to stop early or cancel its performance because, in WCE's sole judgment, the weather (or other natural conditions) appear to pose danger to personnel or equipment or because the set-up area shelter appears insufficient to protect personnel and equipment from damage during performance, Purchaser will still be required to pay full contract price to WCEs.

Initials: Purchaser _____

White Chameleon Entertainment _____

4. Liability, Indemnification

PURCHASER SHALL BE LIABLE FOR ANY INJURY OR DAMAGE TO PROPERTY OF WCE, IN CONNECTION WITH THIS CONTRACT, THAT IS NOT CAUSED ENTIRELY BY WCE. PURCHASER AGREES TO DEFEND, INDEMNIFY, ASSUME LIABILITY FOR AND HOLD WCE HARMLESS FROM ANY CLAIMS, DAMAGES, LOSSES AND EXPENSES BY OR TO ANY PERSON WHICH PERTAIN DIRECTLY OR INDIRECTLY TO WCE PERFORMANCE. WCE AGGREGATE LIABILITY FOR ALL CLAIMS IN CONNECTION WITH THIS CONTRACT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEE RECEIVED IN CONNECTION WITH THE ENGAGEMENT.

5. Miscellaneous.

Purchaser, by signing this contract, represents that he or she is eighteen (18) or more years of age, and further, if signing on behalf of another person or entity, that he or she has the authority to enter into this agreement. If any part of this contract is found, by a court of competent jurisdiction, to be illegal or unenforceable, the remaining provisions of this contract will remain valid. This contract contains the entire agreement between the parties. The waiver of any condition, breach or default hereunder shall not constitute the waiver of any subsequent breach or default. This contract shall not be modified except in writing by both parties. This contract is personal and may not be assigned by either party, except as provided otherwise in it or by written agreement. The validity, interpretation and performance of these terms and conditions and any purchase made hereunder shall be governed by the laws of the State of Oregon, USA, without regard to Oregon conflict of law principles and both parties hereby submit to the jurisdiction of the courts located in Portland, Oregon over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay reasonable attorney's fee and costs of the prevailing party.

Special provisions & Additional Services Requested

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

Purchaser:

Signature

Printed Name

Street Address: _____

Daytime Phone: _____

E-mail: _____

WCE:

White Chameleon Entertainment, Authorized Signature