

# Shutter & Boogie Photography and Music Entertainment Contract

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the **Purchaser**, and Shutter & Boogie, 63 Emerald Street, Suite 419, Keene, NH, hereinafter referred to as the **Seller**.

**WITNESSETH 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 Seller to provide Photography and Music Entertainment (DJ) Services. The service to be performed at Event Location:

(Venue): \_\_\_\_\_

(Address): \_\_\_\_\_

\_\_\_\_\_

(Phone #): \_\_\_\_\_

2. Shutter & Boogie hereby agrees to provide Photography and DJ Services for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist of providing staged and candid photography and musical entertainment by means of a recorded music format.

4. Shutter & Boogie hereby agrees to render professional services and is at all times to have complete control of the program.

5. The Parties hereby agree that the Services 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

6. The Purchaser in consideration of the Services to be rendered by the Seller, and the mutual promises contained herein, hereby agrees to pay to the Seller the following consideration:

A non-refundable reservation fee of \$\_\_\_\_\_, is required to secure the services of Shutter & Boogie for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$\_\_\_\_\_ for the time frame outlined above.

Services requested that exceed the time frame will be charged at the rate of \$\_\_\_\_\_ per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials \_\_\_\_\_ Shutter & Boogie \_\_\_\_\_

### **Additional Terms and Conditions**

*The agreement of the Seller to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Shutter & Boogie to find replacement entertainment at the agreed upon fees. Should Shutter & Boogie be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Shutter & Boogie liability shall be exclusively limited to an amount equal to the performance fee and that Shutter & Boogie shall not be liable for indirect or consequential damages arising from any breach of contract.*

*All deposits are nonrefundable if cancelled within 30 days of the engagement unless the Seller cancels the engagement.*

*No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Shutter & Boogie relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.*

*The purchaser and Seller agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the Seller the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.*

*It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the Seller, or property of the Seller, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his 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, Shutter & Boogies compensation is in no way affected by inclement weather. For outdoor events, Purchaser shall provide overhead shelter for setup area. The Seller reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the event. However, safety is paramount in all decisions. The Seller's compensation will not be affected by such cancellation.*

*In the event of circumstances deemed to present a threat or implied threat of injury or harm to Shutter & Boogie staff or any equipment in Shutter & Boogie possession, Shutter & Boogie reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Shutter & Boogie 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 Shutter & Boogie resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Shutter & Boogie reserves the right to deny any guest access to the sound system, music recordings, or other equipment.*

*Purchaser shall provide Shutter & Boogie with safe and appropriate working conditions. For DJ Services, this includes a 6-foot by 6-foot area for setup, space for setting up speakers and stands. Shutter & Boogie 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. This circuit must be free of all other connected loads. Any delay in the performance or damage to Seller's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. 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, and fire marshal*

if necessary.

The Purchaser shall at all times have complete control, direction and supervision of the performance of Shutter & Boogie at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Shutter & Boogie. A written event/music planner or music request list must be received from the Purchaser and forwarded to Shutter & Boogie at least two weeks prior to the date of the engagement for it to be included in Shutter & Boogie programming guidelines. With or without the aid of an event/music planner or music request list, Shutter & Boogie shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Shutter & Boogie will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement. In the event that the engagement location has access to wireless internet (WiFi) and Purchaser can provide access, Shutter & Boogie will make every attempt to acquire requested selections, but will limit total cost of acquisition to \$25.

In the event of non-payment, Shutter & Boogie retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Shutter & Boogie. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Shutter & Boogie will be ready to perform at the start time of the engagement. No guarantee is made as to Shutter & Boogie's time of arrival; however, Shutter & Boogie requests that they be permitted \_\_\_\_\_ minutes before the engagement and \_\_\_\_\_ minutes after the engagement for setup and takedown. Shutter & Boogie also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires Shutter & Boogie to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Events within the 50 miles of the Keene/Swanzey, New Hampshire area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of the 50 miles. Events in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for Shutter & Boogie to be provided by Purchaser.

*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 not have such authority, he or she personally accepts and

Purchaser Initials \_\_\_\_\_ Shutter & Boogie \_\_\_\_\_

*assumes full responsibility and liability under the terms of this contract.*

*All attached riders 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 Hampshire shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Cheshire County.*

*Purchaser agrees to defend, indemnify, assume liability for and hold Shutter & Boogie harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Shutter & Boogie 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.*

*Purchaser may not transfer this contract to another party without the prior written consent of Shutter & Boogie. This agreement is not binding until signed by both Purchaser and Shutter & Boogie has received it. Any changes must be written and signed by both the Purchaser and Shutter & Boogie. 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.*

*Shutter & Boogie may elect not to exercise their rights as specified in this agreement. By doing so, Shutter & Boogie does not waive their right to exercise those options at a future date.*

**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: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Shutter & Boogie:

\_\_\_\_\_

Michael Blair, Shutter & Boogie Owner

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