



BRIDAL REGISTRATION PACKET

DATE _____

Contractor | Cherished Memories Wedding DJ Services
Contact Person | Don Van Meter
Phone Number | 828.226.2903
Website | CherishedMemoriesDJ.com
Email | cherishedmemoriesdj@yahoo.com

hereinafter referred to as Don Van Meter, or the DJ.

&

Client(s) | _____

Address | _____

Phone # | _____

Email | _____

hereinafter referred to as the Client,

1. The Client hereby engages the DJ to provide a DJ Service. The service to be performed at

Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. Don Van Meter hereby agrees to **provide a DJ Service for the Client** at the above-mentioned location.

3. The said DJ Service shall consist primarily of **providing musical entertainment** by means of a recorded music format.

4. Don Van Meter hereby agrees to render his professional services and is at all times to have **complete control** of his program.

5. 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 (3 hours minimum)

6. The Client 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 consideration:

A non-refundable reservation fee of one-half of the value of this contract, is required to secure the services of Don Van Meter 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 stated above will be charged at the rate of \$100.00 per hour, payable in advance or 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.

Client Initials _____ Don Van Meter __DV__

Additional Terms and Conditions

The agreement of the DJ 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 by Don Van Meter to find replacement entertainment at the agreed upon fees. Should Don Van Meter be unable to procure a replacement, Client shall receive a full refund. Client agrees that in all circumstances, Don Van Meter's liability shall be exclusively limited to an amount equal to the performance fee and that Don Van Meter shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable, unless the DJ 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 Don Van Meter 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. **You can't sell my performance.**

The Client and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Client breaches the contract, he or she shall pay the DJ the amount set forth above, plus 6% interest thereon. **If something comes up**

and you need to cancel, we still retain our deposit, plus interest.

It is understood that if this is a "Rain or Shine" event, Don Van Meter's compensation is in no way affected by inclement weather. For outdoor performances, Client shall provide overhead shelter for setup area. If overhead shelter is not available for the DJ, we can provide this for an additional charge of \$50.00. 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 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. **If weather conditions become a safety concern, it is my job to handle this in a professional manner.**

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Don Van Meter, his staff or any equipment in Don Van Meter's possession, Don Van Meter reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Don Van Meter shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Don Van Meter resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Don Van Meter reserves the right to deny any guest access to the sound system, music recordings, or other equipment. **If trouble arises from any of your guests, we will work together to address the situation promptly.**

Client Initials _____ Don Van Meter _DV_____

Client shall provide Don Van Meter with safe and appropriate working conditions. This includes, but is not limited to, a 10-foot by 10-foot area for setup, space for setting up speakers and lighting stands. Don Van Meter requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 20 feet of the set-up area. 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 Client. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Client shall provide crowd control if warranted. 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 marshal if necessary (for use of fog).

A written wedding itinerary and music request list must be received from the Client and forwarded to Don Van Meter at least two weeks prior to the date of the engagement for it to be included in Don Van Meter's programming guidelines. With or without the aid of a wedding itinerary or music request list, Don Van Meter shall attempt to play Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable. Don Van Meter will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement. Although we can not make any guarantees, we will make every effort to accommodate last minute changes to your music request sheet.

All invoices for services must be paid by the date listed on the original invoice. You will be

billed 6% interest per month for any invoices that go unpaid

In the event of non-payment, Don Van Meter retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by Don Van Meter. Client shall be charged \$25 for each declined payment plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Don Van Meter will be ready to perform at the start time of the engagement. No guarantee is made as to Don Van Meter time of arrival; however, Don Van Meter requests that they be permitted 60 minutes before the engagement and 60 minutes after the engagement for setup and takedown. Don Van Meter 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 Client or venue requires Don Van Meter 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.

Most of our packages include travel expenses. Services requiring extensive travel will be charged at \$1.00 per mile in excess of 60 miles. Engagements in excess of 200 miles will require accommodations be made for an overnight stay in a local hotel/motel for Don Van Meter to be provided by Client.

All sales are final and deposits are non-refundable.

Special provisions & Additional Services Requested

Client Initials _____ Don Van Meter _DV_____

By executing this contract as Client, 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 assumes full responsibility and liability under the terms of this contract.

DJ reserves the right to take photo or video at your event for promotional use.

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 North Carolina shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in Macon County. Client agrees to defend, indemnify, assume liability for and hold Don Van Meter harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Don Van Meter 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.

Client may not transfer this contract to another party without the prior written consent of Don Van Meter. This agreement is not binding until signed by both Client and Don Van Meter has received it. Any changes must be written and signed by both the Client and Don Van Meter. 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.

Don Van Meter may elect not to exercise their rights as specified in this agreement. By doing so, Don Van Meter 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.

Client Signature: _____
(Please type)

DJ Signature:

A handwritten signature in black ink, appearing to be 'DJ', written over a faint horizontal line.

DEPOSIT PAID REPRESENTS AGREEMENT TO THIS CONTRACT

CANCELLATION POLICY

Terms and Conditions

Unfortunately, things happen. Here is what you need to know if you need to cancel or reschedule, or an emergency happens and your DJ needs to cancel.

(a) If you, the client, are requesting a cancellation:

Please email Don at **cherishedmemoriesdj@yahoo.com** with your wedding date and location and explain the need to cancel your DJ, and we will respond within 72 hours. When requesting cancellations, please note that your DJ may have expenses tied up in your music, hotel accommodations, extra travel, equipment costs, and staffing. Due to the high demand of our DJs, we are not able to give cash refunds for any monies paid.

(b) If you, the client, are requesting we reschedule your Wedding Date:

Our team of experienced professionals strive to provide a higher level of service and support that our clients can't get anywhere else. A lot of time goes into creating a program for the exact date of your event. If you must change the date of your event, please email Don at cherishedmemoriesdj@yahoo.com and explain your need to reschedule. While we will make every effort to accommodate your new date, we can not guarantee availability. Please check with us to see if we have a DJ available for your new date before confirming any switch. Depending on our existing schedule, we may or may not be able to accommodate your new date if you are rescheduling.

There is a \$250 fee to move your date and redo the entertainment contract.

(c) If your DJ is requesting a cancellation:

This is the most unlikely scenario. Our DJ makes every effort to be at your event as scheduled. However, in the event of an emergency, we will still make every effort to be at your event or secure suitable entertainment at no additional cost to the client.

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

breach of contract.

All monies are nonrefundable, unless the DJ completely cancels the engagement and cannot secure replacement entertainment as outlined above.

If the DJ agrees to refund the cost due to cancellation, refunds may take up to 60 days to process and be returned to the client's account.

Dispute Agreement

In the event of a dispute, we encourage our clients to email us. Our clients are not permitted to dispute our services through other means, such as but not limited to: Paypal disputes, credit/debit disputes, and third party websites in which we may do business. Engaging in such practices will be considered a violation of this contract.

Reviews

Clients agree to not leave any reviews for our DJs on any forum until AFTER we have completed your event. Internet pages that collect reviews on behalf of Cherished Memories DJ are for completed events only. If you are requesting cancellation of our services, you may not take your concerns to our reviews page.

All Decisions and policies are final. Any questions or concerns with our cancellation policy can be directed to Don at cherishedmemoriesdj@yahoo.com. When inquiring about our cancellation policy, please put "Cancellation Policy" in the subject line of your email.

DEPOSIT PAID REPRESENTS AGREEMENT TO OUR CANCELLATION POLICY.

FOR OFFICE USE ONLY

Notes:

Paypal Invoice #s:



ENTERTAINMENT RIDER



CHERISHED MEMORIES Wedding DJ Services

In order to insure the best possible performance of the DJ and staff, the following items are requested to be placed in the DJ area no later than 2 hours prior to starting time on the day of your event.

- (1) 10' x 10' area used for setting up by DJ within 15 feet of a power supply. If any setup area(s) for the DJ are not covered or enclosed, please inform us so we can make the necessary accommodations for optimal setup.
- (6) Bottles of Water, chilled and on ice.
- (6) Cans of Coca Cola, chilled and on ice. Sweet Tea is acceptable as well.
- (2) Meals for DJ and Assistant to be eaten discreetly between music sets, after guests have been dismissed to eat. If meals are not available, client may exercise a buyout option of \$25 in place of providing a meal and DJ will provide his or her own meal.
- (2) 9-Volt Batteries, Energizer or Duracell.

If you have any questions or concerns, please email Don at cherishedmemoriesdj@yahoo.com.

Client Initials _____ Don Van Meter _DV_____