



THUMP SOUND



ADDRESS: 7405 Kenwood Road, Dublin, CA 94568

OFFICE: (510) 331-1746

FAX: (925) 803-8373

E-MAIL: ThumpSound.DJ@Gmail.com

WEBSITE: WWW.THUMPSOUND.COM

CLIENT'S NAME: _____ DATE(s) OF EVENT(s): _____

This agreement is for personal services of (CHECK BOXES) Disc Jockeys Party Host/MC's Sound Reinforcement Gear Rental

TYPE OF EVENT: _____	NAME OF VENUE/LOCATION: _____
GUEST(S) OF HONOR: _____	ADDRESS OF VENUE: _____
ESTIMATED # GUESTS ATTENDING: _____ ADULTS: _____ CHILDREN: _____	VENUE NOTES: _____ VENUE PHONE #: _____
CLOTHING ATTIRE FOR EVENT: _____	PARTY THEME OR NOTES (IF ANY): _____

LENGTH OF TIME (TOTAL): _____ HOURS _____ MINUTES SERVICE START TIME: _____ SERVICE END TIME: _____

TOTAL PERFORMANCE FEE AGREED UPON BY PURCHASER & THUMP SOUND IS _____. PAYMENTS MADE PAYABLE TO "JOE R. MANIFESTO" (Payments include Cash, Personal Check, or Paypal). Paypal payments will incur an additional 3.25% charge. NO DEPOSIT IS REQUIRED TO LOCK IN THE DATE. THIS CONTRACT, SIGNED BY BOTH PURCHASER AND THUMP SOUND, LOCKS IN THE DATE. AN E-MAIL CONFIRMATION WITH THE EXECUTORY CONTRACT WILL BE RETURNED TO PURCHASER TO VERIFY THE DATE IS BOOKED. **THE FULL AMOUNT OF THE PERFORMANCE FEE IS DUE BEFORE SERVICES BEGIN ON THE DAY OF THE EVENT SCHEDULED (SEE ATTACHED INVOICE FOR DETAILS).** ALL PAYMENTS WILL BE PROCESSED ON THE FIRST MONDAY FOLLOWING THE EVENT DATE.

CANCELLATION PROCESS: THE PURCHASER MUST STATE, IN WRITING, THEIR INTENT TO CANCEL. PLEASE NOTE, THERE IS A CANCELLATION FEE IN THE AMOUNT OF **\$250.00, PAYABLE TO "JOE R. MANIFESTO,** IF THE EVENT IS CANCELLED BY THE PURCHASER ANYTIME AFTER THIS CONTRACT IS SIGNED, AND UP TO 2 WEEKS BEFORE THE EVENT. IF THE PURCHASER CANCELS THE CONTRACT DURING THE LAST 14 DAYS BEFORE THE EVENT, THUMP SOUND WILL BE UNABLE TO TRY TO BOOK ANOTHER CLIENT, AND WILL REQUIRE THE FULL AMOUNT OF THIS CONTRACT TO BE PAID IN FULL (TOTAL PERFORMANCE FEE).

EXPENSES AND CANCELLATIONS: This agreement cannot be cancelled, except by mutual written consent of both the Purchaser and Thump Sound. If agreement cancellation is initiated by the Purchaser, in writing, and agreed to by Thump Sound in writing, then you can refer to the above Performance Fee Agreement and Cancellation Policy, otherwise, Purchaser shall be obligated to make full payment of the total agreed upon. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, Parking Fees, Use of Electric Power, Fire Marshall (For use of Fog Machines), and time before and after the engagement utilized by Thump Sound for setting up and taking down equipment.

GRATUITIES: Gratuities are not included in the "Total Performance Fee," however they are not required. Gratuities are always appreciated if you feel that your assigned entertainer(s) has presented themselves in a prompt and professional manner, has met the needs of you and your guests, or has been very helpful in the entire process.

CONTROL OF EVENT: The Purchaser shall, at all times, have complete control, direction, and supervision of the services by Thump Sound at this event. Purchaser expressly reserves the right to control the manner, means, and details of the performance of the service by Thump Sound. Thump Sound must receive a written event/music planner or music request list at least **4 weeks** prior to the date of the event for it to be included in Thump Sound's programming guidelines. With or without the aid of an event/music planner or music request list, Thump Sound shall attempt to play Purchasers' and their Guests' music requests, but shall not be held responsible if certain selections are unavailable.

LIABILITY: This agreement of Thump Sound to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, Acts of God, Force Majeure, or any other legitimate condition beyond Thump Sound's control. If such circumstances arise, all reasonable efforts will be made by Thump Sound to find a replacement at the agreed upon fees. Should Thump Sound be unable to procure a replacement, Purchaser shall receive a full refund if a payment was made. Purchaser agrees that, in all circumstances, Thump Sound's liability shall be exclusively limited to an amount equal to the performance fee, and that Thump Sound shall not be held liable for indirect or consequential damages arising from any breach of contract.

PAYMENT ISSUES: In the event of Non-Payment, Thump Sound retains the right to attempt collection through the appropriate county court. Purchaser will be held responsible for all court, legal, and collection fees incurred by Thump Sound. Purchaser shall be charged \$25.00 for each bounced check, plus a \$10.00 service charge for each collection notice.

PROTECTION: Purchaser will take steps to protect Thump Sound's sound equipment, music, lighting, and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on the Purchasers' part (Except in the case of gross negligence on the part of Thump Sound), will be payable by the Purchaser to the extent of repair or replacement of damaged gear, or costs of medical treatment. In the event of circumstances, deemed by Thump Sound, that presents a threat, or implied threat, of injury to staff or equipment, Thump Sound 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) Thump Sound shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether or not the situation is resolved, or if Thump Sound resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this event, Thump Sound reserves the right to deny any guest access to the sound system, lighting rigs and gear, and other equipment.

DELAYS: The amount agreed upon, and showing in this agreement, applies to the performance times set forth in this agreement. Performance time added after this agreement will be provided at a rate of **\$65.00** per half-hour. Overtime is billed in half-hour increments. There is a 10-minute grace period before overtime is incurred for any half-hour period. It may not always be possible to provide additional performance time, but if it appears feasible, requests for extended playing time will be accommodated. This agreement guarantees that Thump Sound will be ready to perform at the agreed upon start time stated in this contract. No guarantee is made as to Thump Sound's time of arrival. However, Thump Sound requests that they be permitted 150 minutes before the event start time for setting up, and 80 minutes after the event end time for take-down. If the venue requires setup or take-down in less time, or if the equipment must be carried up stairs/lifted onto a stage, additional labor will be charged at the rate of the flat fee of \$50.00. If Purchaser or venue requires Thump Sound to complete setup more than 30 minutes before the start time, or to postpone the take-down more than 30 minutes after the end time indicated on this agreement, additional time will be charged at the rate of \$40 for every 30 minutes.

LOCATION SETUP: Purchaser shall provide Thump Sound with safe and appropriate working conditions, such as providing a 15 foot by 8 foot area for Thump Sound's main setup, space for setting up speakers and lighting trusses, at least 2-3 circuits of 110 Volt (3 Prong Grounded with at least 25 amps) from a reliable power source within 50 feet of the set-up area; providing a facility that completely covers and protects Thump Sound's equipment from adverse weather conditions (i.e.: direct sunlight, rain, excessive winds); providing crowd control if warranted; furnishing specific instructions required by the venue; and close proximity parking. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with this provision.

CHANGES TO CONTRACT: Purchaser may not transfer this contract to another party or date without the prior written consent of Thump Sound. Thump Sound will do their best to accommodate any changes to the date and time of a signed contract. This agreement is not binding until received and signed by Thump Sound. Any change must be written (E-mail/Letter) and signed by both the Purchaser and Thump Sound. Oral agreements are non-binding.

ADDITIONAL COMMENTS: _____

X
SIGNATURE OF PURCHASER _____ DATE _____
PRINT NAME: _____

X
SIGNATURE OF THUMP SOUND _____ DATE _____
PRINT NAME: **JOE R. MANIFESTO**

PURCHASER CONTACT INFORMATION

ADDRESS: _____ E-MAIL ADDRESS: _____
CITY: _____ STATE: CA ZIP CODE: _____ CELLPHONE: () _____ HOME: () _____

OFFICE USE ONLY DISC JOCKEY: _____ BOOKED ON: _____ EQUIPMENT: _____