

# Package Choice \_\_\_\_\_

## PERFORMANCE AGREEMENT

THIS CONTRACT (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202 (the "Execution Date"),

**BETWEEN:**

\_\_\_\_\_ of \_\_\_\_\_  
(the "Client")

**OF THE FIRST PART**

- AND -

All Occasions DJ  
(the "Performer")

**OF THE SECOND PART**

**BACKGROUND:**

A. The Performer is a professional entertainer known as

B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Business Address of the Performer**

- Any payments by check or money order should be made out to Jessica Backentso.  
The Performer's business address is as follows: Google Pay/Paypal/Venmo/Zelle  
Address: 816 Woodcrest Drive, Mansfield, Ohio 44905  
Telephone: (419) 566-8385  
Email: jheenan001@gmail.com

**Business Address of the Client**

- The Client's business address is as follows:  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Venue**

3. The place of performance (the "Venue") is located at:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Performance**

4. The entertainment to be provided by the Performer is generally described as DJ Wedding Ceremony and/or Reception (the "Performance").

**Date and Time of Performance**

5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
2-4 hours prior to performance			4 hours from start or DB up to 8 hours

**Payment**

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$ \_\_\_\_\_ USD (the "Fee"). FULL Payment shall be made through Google Pay/Paypal/Venmo/Zelle prior to completion of the evening.

**Deposit**

7. The Client will pay to the Performer \$ 175.00 USD as a deposit (the "Deposit") by 2020. If the Client fails to provide the Deposit promptly by the above date the Performer may cancel this Agreement without further obligation.

**Additional Clause**

Additional hours for reception may be purchased the night of at \$75.00 per hour.

**Performer Expenses**

9. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

**Payment of Balance**

10. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash (\*\* New ways to pay)-  
or through Google Pay/Paypal/Venmo/or Zelle  
prior to completion of the evening.

**Cancellation**

11. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to 120 days prior to event. In the event the Performer cancels the Performance under the terms of this section, the Deposit will be returned to the Client promptly.
12. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to 120 days prior to event. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Client for any reason later than 90 days will result in forfeit of the Deposit. Cancellation by the Client later than 45 days will also require payment of any outstanding balance of the full Fee.

**Security Deposit**

13. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

**Force Majeure**

14. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

**Sickness and Accidents**

15. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any and all outstanding deposits to the Client.

**Indemnification**

16. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

**Permits**

17. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**Security**

18. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

**Governing Law**

19. This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The Client and the Performer each submit to the jurisdiction of the courts of the State of Ohio for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Covenant of Good Faith and Fair Dealing**

20. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Client Signature 

Date \_\_\_\_\_

Performer/DJ Jessica E. Backensto  
Jessica Backensto / Jillian Cherry / Adam Backensto / Chad Becker

ALL OCCASIONS DJ

Special clause in consideration of Covid-19 complications: All Occasions DJ is working hard with their clients to provide excellent service in re-booking wedding dates and returning deposits. If, due to Covid-19, a situation arises please contact All Occasions DJ promptly to discuss options. If a deposit should need to be returned, All Occasions DJ will refund said deposit in no more than 21 days from stated request. Thank you for your cooperation and understanding.