



**SMART**  
**WEDDING CONTRACTS**

**Contents, Instructions & Checklist**  
**DJ Services Agreement**

This Package Contains:

1. **Information About DJ's**  
The basics about DJ's
2. **Instructions for Completing the DJ Services Agreement**  
Includes money saving and industry savvy tips.
3. **The ultimate DJ Services Agreement**  
Type negotiated points into convenient fill-in-the-blank fields.
4. **For DJ to Review**  
An important document for your DJ to review.
5. **DJ Contract Addendum**  
Perfect for YOUR additions to the DJ's own contract.

Both the client and service provider must sign the Agreement. Two originals should be signed as each party will want to keep a copy of the Agreement.

This Agreement should be signed at the beginning of the term of service.

The purchase and use of these materials is subject to the "Disclaimer and Terms of Use" found at [SmartWeddingContracts.com](http://SmartWeddingContracts.com)

Laws vary from time to time and from state to state. These materials are not intended to be and are not a substitute for legal advice.



## Instructions for Completing the DJ Services Agreement

Taking the time to study the details of the *DJ Services Agreement* (as well as the *Instructions for Completing the DJ Services Agreement*) will be enlightening, financially rewarding, and even reassuring. Ultimately, when you help to forge the contract and understand its terminology, you will spare yourself the worry of wondering if you've made your expectations clear.

Most wedding DJ's will expect you to sign a one-sided contract filled with industry jargon and legalese – usually without your having even read it! Don't do it – the boilerplate contract that DJ's use will not protect your interests because it's designed to protect theirs. But you are the one laying out hard-earned money, so you deserve an agreement that protects your investment. You need to co-create, with your DJ, a two-sided agreement... or risk dissatisfaction and disappointment.

You should always read and re-read all documents pertaining to DJ services for your wedding before meeting with a DJ so you are fully prepared to leverage your insider information during negotiations. By showing that you're knowledgeable and ready to stand up for your interests, you will gain vendor respect as a smart bride and also avoid the “wedding tax” many brides end up paying because they don't know any better.

A meaningful contract establishes the DJ's obligations to you, the client, and outlines what is required for the DJ's success by defining factors related to his/her performance. A thorough contract also spells out numerous important details.

Why does a contract need to be so exacting? Because, with so much going on your wedding day, it's too easy for it to get off-track. Capturing your wedding entertainment desires in writing is the only way to guarantee that your expectations are understood and can be met.

Your overall goal should be to reach a mutually beneficial agreement that fully outlines what you expect to receive from your DJ. So whenever a clause in your DJ contract is not mutually agreed upon, strike a line through it – and co-initial the change with the vendor so you know he or she is on board. And when an item or blank space does not apply to your particular situation, write in "NA" (not applicable).

### What if the DJ wants to use their contract?

If a DJ you're considering is initially hesitant to work with you to craft a custom contract, don't be shy. Give the DJ a copy of the document titled *For DJ Representative Review*. Tell him or her outright that your interests must be protected and that you are willing to use their contract if you can add mutually acceptable clauses from the *DJ Services Agreement* into an addendum to their contract. Use the *DJ Services Contract Addendum* provided to spell out all important details not covered by the DJ's standard contract. And never forget that each of you should receive a signed copy of the document.

**STARTING WITH THE FIRST PAGE** of the DJ Services Agreement.

Date the agreement while identifying the parties to the contract.

**1. SERVICES:**

Nothing to add

**2. TIME & PLACE OF SERVICE:**

Times are start and end times. Identify all event locations. It will be helpful for you to make a copy of this Smart Wedding Contract Agreement page as your wedding day coordinator will need this information for the creation of timelines.

**3. ADDITIONAL SERVICES & SPECIAL PROVISIONS:**

Detail all services promised by the DJ including: Additional personnel and especially any extras for which you are not being charged etc.

**4. NOTICE:**

Insert the name and address where notices may be delivered in a timely manner.

**5. EQUIPMENT:**

By itemizing the equipment that the DJ will provide to perform his/her services you will find out the quality of equipment he/she is using. Include ceremony sound system, number of speakers and type (s) of microphone (s), reception sound system including number of speakers, gobo, exact description of lighting, shelter, props, and staging. While most DJ's are pretty self-contained, it is good to ask them if they need anything from you or your venue.

**6. PAYMENT:**

DJ's very often request a non-refundable retainer. This policy is explained as standard practice as the DJ is blocking out your date from his/her work schedule.

You must negotiate the terms and conditions for the loss of any monies and/or balances owed should you cancel the contract. To review negotiation possibilities study clauses [9E] CANCELLATION and [9Q] RESCHEDULE/POSTPONEMENT.

Payment Policies may include the acceptable forms of payment, a defined payment schedule, bounced check charges, and penalties for late payment. Whenever possible, make payments using a credit card as they often offer better protection. Some DJ's will not accept credit cards as they are aware of the foregoing.

## **7. ADDITIONAL CHARGES – EXPENSES – ACCOMMODATIONS:**

A DJ may expect that expenses such as parking and destination travel fees, including accommodations and meals, be reimbursed. Set a limit to the expenses that your DJ can incur without your permission.

Detail all additional charges including overtime rate and policy or any consultation fees for scouting out your wedding venue (s) prior to your wedding day.

It is possible that you will be adding to your package. Obtain, in writing, the fees that the DJ would charge for add-ons such lighting, shelter, props, and staging.

## **8. ADDITIONAL AGREEMENTS:**

Insert “Emergencies such as serious illness or death to the signing parties to this agreement or to their immediate families will cause this agreement to be null and void”.

Your DJ may want your agreement to include clauses from their attorney reviewed contract. Most of these clauses are already covered in your Smart Wedding Contracts DJ Services Agreement. The clauses the DJ may insist upon include: limits of financial liability; failure to perform by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control including inclement weather; personal injury & equipment damage liability; non-payment; change of date or venue; emergencies/illness; postponement, rescheduling, and returned check charges.

If requested, add any clauses from the DJ’s contract, which are agreeable to you, under item [8] ADDITIONAL AGREEMENTS. If more space is needed to enumerate all promises made you, make extra copies of this page.

## **9. GENERAL PROVISIONS**

### **A) ADDITIONAL TERMS AND CONDITIONS:**

This clause helps you gather very important details that you will need to share with your venue. Being explicit will help to unveil potential issues sooner than later.

### **B) AGREEMENT/DISPUTES/JURISDICTION:**

Be careful when DJ middlemen insert an out of state and/or county location as the jurisdiction/place of arbitration. Should you need to pursue damages for an unfulfilled contract, it may be inconvenient for you to travel to the jurisdiction named in their contract.

### **C) ATTIRE:**

Describe the attire that you and the DJ agree upon. If you are asking for anything outside of the ordinary, including formal wear, make certain that you are not inadvertently agreeing to pick up the tab.

**D) BREAKS AND MEALS:**

Describe what you and the DJ have agreed upon including the type of meal (s), number and length of breaks. Having most vendors eat at the same time as your guests is often the best plan. Reception facilities, banquet captains, and caterers often serve vendors last as they fear running out of food. Overcome this glitch by having the kitchen prepare meals specifically for the vendors. Tell the banquet captain when and where to serve these meals.

**E) CANCELLATION:**

While this area may feel uncomfortable you **MUST** get in writing exactly what your financial obligations will be if you need to cancel your photography contract. Your goal is to pre-negotiate any loss of your retainer and/or fees due to your cancellation.

The closer to the event date that you cancel the engagement, the greater may be the penalty. Try to negotiate several time frames as well as the percentage of the remaining balance that you will owe should you need to cancel. If you don't ask, you won't get!

**F) CHANGE OF DATE OR VENUE:**

Nothing to add.

**G) EMERGENCIES:**

Nothing to add.

**H) ENTIRE AGREEMENT:**

Nothing to add.

**I) FAILURE TO PERFORM/LIMITS OF LIABILITY:**

The DJ Agreement uses language similar to that of DJ contracts. The DJ wants to be certain that they are protected from owing you more money than what you agreed to pay them.

**J) INDEPENDENT CONTRACTOR:**

Nothing to add

**K) INSURANCE INFORMATION:**

Many venues add a layer of suit protection by requiring that vendors indemnify their property through the vendors' liability insurance policy. You want to know **BEFORE** you hire the vendor that they have a liability policy or you may end up having to pay the DJ's insurance premium. Give strong consideration before hiring an uninsured vendor.

**L) INVALID PROVISIONS:**

Nothing to add

**M) LIMITS OF FINANCIAL LIABILITY:**

The DJ wants to make certain that they are protected from owing you more money than what you agreed to pay them.

**N) METHOD OF CANCELLATION:**

Avoid potential electronic miscommunication. Cancellations are best communicated by certified snail mail sent to the address listed under [4] Notice.

**O) PAYMENT POLICIES:**

Nothing to add.

**P) PRE-EVENT CONSULTATION:**

DJ's, especially part timers, can be very difficult to reach in real time. This clause is intended to proactively stimulate timely interaction between you and your DJ by making it a part of the contract that he/she signs. Read; "Time is of the Essence" [U].

**Q) RESCHEDULE/POSTPONEMENT:**

Your goal is to minimize loss while negotiating a credit.

**R) RETURNED CHECKS:**

Nothing to add

**S) RIGHT OF RESCISSION:**

This clause can be used if you need some time before finalizing your decision but still want to reach a general understanding, in writing, as to the services, and charges, of a DJ you are considering. The vendor is agreeing, to a first right of refusal. If you are not using the clause, write Na (not applicable) in the blank space.

**T) SUBSTITUTION POLICY:**

It is not uncommon for individual DJ's to double book a date and substitute a different DJ than the one the couple has met and whose personality they admired. You can reduce the likelihood of this occurring by negotiating the right to approve the substitution or having your money refunded.

**U) TIME IS OF THE ESSENCE:**

“Time is of the Essence” is a phrase in a contract that means that performance by one party at or within the period specified in the contract is necessary to enable that party to require performance by the other party.

The clause in effect says: the specified time and dates in this agreement are vital and thus, mandatory, and "we mean it." Therefore, any delay, reasonable or not, slight or not, will be grounds for cancelling the agreement or enforcing a penalty. The fact is that a late arriving vendor can cause others to scramble, work overtime (at your expense) and disrupt the flow of your day. This clause is a two way street!

**SIGNATURES, PARTIES TO THE AGREEMENT**

Make a copy of this DJ Services Agreement page as it contains the information your day of coordinator will need to contact the vendor.

**FINAL NOTE**

Please help us to improve this “Instructions for Completing this Services Agreement” by sending constructive comments to: [TheWeddingProfessor@gmail.com](mailto:TheWeddingProfessor@gmail.com)



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## **For DJ Review:**

### **Smart Wedding Contracts Has Been Composed with You and the Bride in Mind**

Dozens of DJ industry contracts were reviewed to ascertain the wording and clauses most often used to represent the interests of your colleagues. Many of these clauses have been incorporated into the DJ Services Agreement, while space has also been allocated for you and the bride to add other agreements pertinent to your specific needs.

### **Educated Brides Respect their Vendors**

As an experienced wedding professional, you are probably well aware that it is a bride's vendors that can make or break her big day. The bride who gave you this document and, that is interested in contracting your services, knows this and consequently wants to co-create with you a clear agreement that is for your mutual benefit.

### **Avoid Miscommunications with the Bride**

The DJ Services Agreement that you are being asked to review was penned by a Certified Wedding Consultant who has over 650 weddings worth of experience. Smart Wedding Contracts were designed to help wedding professionals and their clients avoid miscommunications by raising key questions early on in their relationship. Legal review of the agreements was provided by retired Superior Court judges.

### **Circumvent Financial Surprises**

The emotional satisfaction a bride may feel when making the decision to hire you can still leave much unsaid and unwritten about the responsibilities of each party to the contract. Getting all agreements, especially financial, down on paper can help calm pre-wedding jitters.

### **Want to Use or Incorporate Your Own Contract?**

Your bride prospect wants her interests protected. If you choose to use your standard contract, please reference the provided DJ Contract Addendum in the body of your agreement. You and your bride prospect now need to agree upon which clauses in the DJ Services Agreement will be inserted into the DJ Contract Addendum that you will co-sign and receive copies of.

Thank you in advance for helping to improve the clarity of DJ contracts used in the wedding industry.

Sincerely,

Richard Cadieux  
The Wedding Professor  
[SmartWeddingContracts@gmail.com](mailto:SmartWeddingContracts@gmail.com)  
SmartWeddingContracts.com



**SMART**  
**WEDDING CONTRACTS**  
**DJ Services Agreement**

This DJ Services Agreement (the “Agreement”) is dated as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_ (“Client”); collectively called the “Parties”.

The Parties agree as follows:

**1. SERVICES:** “Contractor” will perform the DJ services described below (the “Services”): “DJ” hereby agrees to provide a DJ/Audio Service for the “Client”. The said DJ/Audio Service shall consist primarily of providing musical entertainment/audio service by means of a recorded music format or amplified audio format. “DJ” hereby agrees to render his/her professional service and is at all times to have complete control of the program.

**2. TIME & PLACE OF SERVICE:**

The Services shall commence on \_\_\_\_\_, 20\_\_\_\_ beginning at \_\_:\_\_ \_\_m, and concluding at \_\_:\_\_ \_\_m, at:

\_\_\_\_\_  
 DJ will remove their equipment from property by \_\_\_\_\_. Contractor must be notified of any changes in schedule, or location, at least \_\_\_\_\_ week (s) prior to the scheduled date of event.

**3. ADDITIONAL SERVICES & SPECIAL PROVISIONS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. NOTICE:**

Any notice required to be given to either Party under this Agreement shall be sent via certified mail to the appropriate address below:

**If to “Client”:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to “Contractor”:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





## 9. GENERAL PROVISIONS

### A) ADDITIONAL TERMS AND CONDITIONS:

This agreement guarantees that "DJ" will be ready to perform at the start time of the engagement. Time is of the essence. No guarantee is made as to "DJ's" time of arrival; however, "DJ" requests that they be permitted \_\_\_\_\_ minutes minimum before the engagement and \_\_\_\_\_ minutes minimum after the engagement for setup and takedown.

"Client" shall provide "DJ" with safe and appropriate working conditions. This includes a \_\_\_\_\_ ft. (width) by \_\_\_\_\_ ft. (length) area for setting up speakers, sound, and lighting equipment.

"DJ" requires a minimum of (\_\_\_\_\_) 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.

"DJ" states that he/she has at least four speakers, two amplifiers and two CD players so that there is no break in the music. "DJ" states that he/she has back-up equipment in case primary equipment fails.

The "Client" shall at all times have complete control, direction and supervision of the performance of "DJ" at this engagement and "Client" expressly reserves the right to control the manner, means and details of the performance of the services of "DJ".

### B) AGREEMENT/DISPUTES/JURISDICTION:

The person (s) whose signature (s) appear on this contract, known as "Client (s)", agree that \_\_\_\_\_ known as "DJ", shall provide services to the best of his/her abilities, in the manner described in this document and/or addendums hereto.

This agreement is not binding until signed by both "Client" and "DJ" and each has received a copy. Any changes must be written and signed by both the "Client" and "DJ". 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.

This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. Each "Client" signing shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement. The laws of the state of \_\_\_\_\_ shall govern this contract, and any resulting arbitration shall take place in \_\_\_\_\_.

Any and all disagreement between the parties shall be submitted to binding arbitration as agreed upon by the parties and in accordance with the law of the referenced state. In the event the parties do not agree to arbitration as practiced in the aforementioned jurisdiction, disputes shall be resolved in accordance with the rules of the American Arbitration Association.

**C) ATTIRE:**

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**D) BREAKS AND MEALS:**

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**E) CANCELLATION:**

If “Client” cancels the order for “DJ” services, or changes the date of the event and the “DJ” is able to contract another event at an acceptable value for the cancelled date, all monies paid “DJ” by “Client” is to be refunded. Furthermore, “DJ” warrants that in the event of cancellation, reasonable effort will be made to secure a replacement assignment.

In the event of a cancellation within \_\_\_\_\_ days of the event, the “Client” shall pay \_\_\_\_\_ % of the balance of contract. In the event of a cancellation within \_\_\_\_\_ days of the event, the “Client” shall pay \_\_\_\_\_ % of the balance of contract.

Cancellation by either party to this agreement must be made in writing, signed by the cancelling contracted party, and sent via Certified Mail by the United State Post Office. See also: RESCHEDULE/POSTPONEMENT

**F) CHANGE OF DATE OR VENUE:**

Contractor must be notified of any changes in schedule, or location, at least \_\_\_ week (s) prior to the scheduled date of event. Notification of change can be made by phone along with written notice via email for documentation. If an Email is sent, a confirmation receipt must be in writing. It is the Client’s responsibility to confirm all arrangements at least 7 days prior to the event. In the event of change of address or contact information (time etc.) as listed Client must notify Contractor.

**G) EMERGENCIES:**

Emergencies such as serious illness or death to the signing parties to this agreement or to their immediate families will cause this agreement to be null and void. Contractor will return any retainer and will not charge for time or material expenses incurred while preparing for the event. Client (s) as well as Contractor must produce documentation in writing showing cause stating reason, relationship, and have an excuse signed by an attending physician, charge nurse or funeral director. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, stepchildren, grandchildren and grandparents, as well as Contractor and the bride and groom.

**H) ENTIRE AGREEMENT:**

This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative, of 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.

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 over 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. All attached riders or addendums are an integral part of this contract. This contract supersedes 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.

**I) FAILURE TO PERFORM:**

Insert policy under Additional Agreements

**J) INDEPENDENT CONTRACTOR:**

This agreement in no way implies that “DJ” is an employee of “Client”. “DJ” is an independent “Contractor”.

**K) INSURANCE INFORMATION:**

“DJ” will provide “Client” a copy of his/her liability insurance policy \_\_\_\_\_ weeks prior to event date.

**L) INVALID PROVISIONS:**

If a court of competent jurisdiction finds any provision of this Agreement to be invalid, such invalidity shall not affect the remainder of the Agreement; the invalid provision shall be deemed severed from it and the remainder of the Agreement shall remain enforceable in accordance with its terms and of full force and effect.

**M) LIMITS OF FINANCIAL LIABILITY:**

Insert policy under Additional Agreements.

**N) METHOD OF CANCELLATION:**

Cancellation by either party to this agreement must be made in writing, signed by the cancelling contracted party, and sent via Certified Mail through the United States Post Office.

**N) NON PAYMENT:**

Insert policy under Additional Agreements

**O) PAYMENT POLICIES:**

Nothing to add

**P) PRE-EVENT CONSULTATION:**

“DJ” will contact “Client” \_\_\_\_\_ days prior to the event to go over music selections, event element timeline, and incidentals.

**Q) RESCHEDULE/POSTPONEMENT:**

In the event that “Client” reschedules or postpones the wedding, and “DJ” is able to rebook the original wedding date, “Client” will receive credit for all monies paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that “Client” reschedules the wedding and “DJ” is not able to rebook the original wedding date, “Client” forfeits the retainer but will receive credit for all other monies paid. Credit may be applied to services within \_\_\_\_\_ months of original date provided “DJ” is available.

**R) RETURNED CHECK CHARGES**

Insert policy under Additional Agreements

**S) RIGHT OF RESCISSION:**

“Client” has the right to a \_\_\_\_\_ day grace period to exit this contract without the loss of any monies. “DJ” must be notified in writing of any rescission. “Client” understands that “DJ” may continue to market “Clients” wedding date. “DJ” agrees to give “Client” a \_\_\_\_\_ hour first right of refusal should he/she receive another booking offer.

**T) SUBSTITUTION POLICY:**

In the event “DJ” named in agreement becomes unavailable, “Client” reserves the right to approve any substitution or make other arrangements without forfeiture of any monies.

**U) TIME IS OF THE ESSENCE:**

The specified time and dates in this agreement are vital and thus, mandatory. Therefore, any delay, reasonable or not, slight or not, will be grounds for cancelling the agreement or enforcing any specified liquid damages.



# WEDDING CONTRACTS

## SIGNATURES, PARTIES TO THE AGREEMENT

DJ Services Agreement  
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IN WITNESS WHEREOF the Parties have executed this Agreement on \_\_\_\_\_.

“CLIENT” (S):

“DJ” - CONTRACTOR (S):

\_\_\_\_\_  
Signature (s)

\_\_\_\_\_  
Signature (s)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature (s)

\_\_\_\_\_  
Signature (s)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Title (if applicable)

Brides contact information: Day time number (s) \_\_\_\_\_ Cell: \_\_\_\_\_

Brides E-mail address: \_\_\_\_\_

Brides mailing address: \_\_\_\_\_

Couple’s address post wedding: \_\_\_\_\_

Grooms contact information: Day time number (s) \_\_\_\_\_ Cell: \_\_\_\_\_

Grooms E-mail address: \_\_\_\_\_

Other Party: Name \_\_\_\_\_ Day time number (s) \_\_\_\_\_

DJ’s contact information: Day time number (s) \_\_\_\_\_ Cell: \_\_\_\_\_

DJ’s E-mail address: \_\_\_\_\_ DJ’s web address \_\_\_\_\_

DJ’s mailing address: \_\_\_\_\_

**These forms and instructions are not intended to be a substitute for legal advice.** Employment relationships are governed by both federal and state law. Many of the state laws differ dramatically, therefore the “Client” and the “Contractor” should become familiar with the laws of their specific state and the federal government before entering into this type of arrangement. In addition, before using the form you should always consult with your attorney to ensure that it addresses your specific situation.