

Double Trouble Entertainment 2306 US-41 Marquette, MI 49855 P: (906) 273-1283 doubletroublemqt@gmail.com www.doubletroubledjs.com Invoice #157397784 Invoice Date Aug 05, 2021 Due Balance \$1,220.00

Contact

Tara Laase-McKinney (906) 228-9475 x104 Tara@downtownmarquette.org **Event Information** DDA - Classic Cars on Third St.

Location / Venue ADDRESS TBD Third Street, Marquette, MI 49855

Rental Items				8/21/202	21 - 8/23/2021
	Description		Qty	Unit	Total
	Simple sound system 2 speakers, wireless mic, audio jack	& mixer.	1	\$500.00	\$500.00
	20' x 20' tent		1	\$300.00	\$300.00
	Handling Fee This includes handling, delivery, and your venue. Additional fees may app of Marquette County.		1	\$120.00	\$120.00
Logistics					
	Description		Qty	Unit	Total
	Delivery Information - Setup (I Fee for weekend setup Saturday, 8/21 [8:30 AM - 10:00 AM I Third Street, Marquette, MI 49855		1	\$300.00	\$300.00
	Delivery Information - Tear Down (Pickup) Saturday, 8/21 [4:15 PM] - Monday, 8/23 [5:15 PM EDT] Third Street, Marquette, MI 49855		1	\$0.00	\$0.00
	Delivery Information - DJ (Bill) (Drop-Off) Saturday, 8/21 [10:30 AM - 4:00 PM EDT] Third Street, Marquette, MI 49855		1	\$0.00	\$0.00
Mail Payment To: Double Trouble Entertainment 2306 US-41 Marquette, MI 49855		Totals			
		Subtotal Tax Total			\$1,220.00 \$0.00 \$1,220.00
		Due Now Remaining Balance			\$1,220.00 \$1,220.00

Terms & Conditions

TERMS AND CONDITIONS FOR ENTERTAINMENT SERVICES

Double Trouble Entertainment, LLC service hereby agrees to provide a DJ/photo booth service for the Purchaser at the abovementioned location. The said DJ service shall consist primarily of providing musical entertainment by means of a recorded music format. Double Trouble Entertainment, LLC service hereby agrees to render their professional services and is at all times to have complete control of their program. 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 DJ to find replacement entertainment at the agreed upon fees. Purchaser agrees that in all circumstances, liability shall be exclusively limited to an amount equal to the performance fee and that Double Trouble Entertainment, LLC services shall not be liable for indirect or consequential damages arising from any break of contract. The Purchaser shall at all times have complete control, direction, and supervision of the performance of the DJ at this engagement and Purchaser expressly reserves the right to control the manner, means, and details of the performance of the services of Double Trouble Entertainment, LLC. A written event/music planner or music request list must be received from the Purchaser and forwarded to Double Trouble Entertainment, LLC at least thirty days prior to the date of the engagement for it to be included in the DJ programming guidelines. With or without the aid of an event/music planner or music request list, the DJ shall attempt to play Purchaser's and Purchaser's guests' music request but shall not be held responsible if certain selections are unavailable. Double Trouble Entertainment, LLC will make sure to have music requests available if they are received at least thirty days prior to the engagement. The Purchaser 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 Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "wage agreed upon." In the even of non-payment, Double Trouble Entertainment, LLC 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 Double Trouble Entertainment, LLC. Purchaser shall be charged \$75 for each bounced check plus an additional service charge of \$10.00 for each collection notice. All deposits are nonrefundable. Final payment is required thirty days prior to the engagement.

Additional terms and conditions:

- Each of our audio/lighting and photo booth prop bins have unique and individual elements dictated by updating and replacing equipment and supply fixtures, DJ/attendant preference, etc. If Purchaser would like to make special requests regarding specific equipment fixtures, this must be indicated on the contract.
- All requests for special photo booth props are subject to an up-charge to cover the purchase price of new supplies. If the Purchaser decides to request special photo booth props, it is imperative that the Purchaser provide Double Trouble Entertainment, LLC with a specific list of items requested. Double Trouble Entertainment, LLC will not be held responsible for miscommunication or misunderstanding related to photo booth props.
- All oral-agreements are non-binding. This written contract dictates and outlines all services that Double Trouble Entertainment, LLC are contracted to provide. It is up to the Purchaser to write in any special requests and agreements on this contract. All oral discussions and agreements are non-binding and may not be fulfilled.

CANCELLATIONS AND REQUESTS

The Purchaser 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 Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "wage agreed upon."

In the unfortunate event that the contracted services are canceled by the Purchaser, the DJ will keep the non-refundable deposit. This deposit is used as a good faith retainer for the contracted event and will not be refunded under any circumstances. Additionally, performance services (i.e. DJ, photo booth) cannot be canceled within 60 days of the scheduled event. Canceled services within these 60 days will be charged to the Purchaser at the full contracted cost. Services canceled outside of these 60 days can receive a partial refund of paid monies by Owner discretion, minus the non-refundable deposit. Any monies refunded by the Owners may take up to 30 days from the date of cancellation notice. Double Trouble Entertainment, LLC has many talented DJs and entertainers that are very excited to be part of your big day. All of our wedding DJs have years of DJing and wedding experience. Owners William and Patrick carry an extra fee of \$500 in order to reserve them for the contracted event date. All requests for owners William or Patrick to be the event DJ must be indicated on the contract and the extra fee of \$500 must be paid. All oral agreements regarding DJ requests are non-binding and may not be fulfilled. Requests for specific DJs on the Double Trouble staff may also be made but will accrue an additional fee.

PERFORMANCE STANDARDS AND REQUIREMENTS

Purchaser shall provide Double Trouble Entertainment, LLC with safe and appropriate working conditions. This includes:

- 12-foot by 6-foot area for setup for DJ services, providing space for speakers and lighting stands. Photo booth requires a 10-foot by 10-foot area for setup, providing space for pictures, prop table, and scrapbook table.
- Double Trouble Entertainment, LLC requires a minimum of one 15-20 amp circuit outlet from a reliable power source within 50 feet (along the wall) of the setup area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the DJs 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) are required. Additional outlets on separate circuits for the photo booth (if contracted) are also required. This agreement guarantees that Double Trouble Entertainment, LLC will be ready to perform DJ services at the start time of the engagement. No guarantee is made as to Double Trouble Entertainment, LLC time of arrival; however, Double Trouble Entertainment, LLC requests that they be permitted 120 minutes before the engagement for setup and 120 minutes after the engagement for takedown. It is hereby further agreed that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, 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, Double Trouble Entertainment, LLC compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. 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. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Double Trouble Entertainment, LLC's staff or any equipment in DJ possession. Double Trouble Entertainment, LLC reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of two hours) DJ shall resume performance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Double Trouble Entertainment, LLC reserves the right to deny any guest access to the sound system, music recordings, or other equipment. Purchaser shall provide crowd control if warranted. Purchaser is required to provide 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 (for use of fog).

ADDITIONAL TERMS FOR TENT AND RENTAL ITEMS

Condition of Equipment: Renter agrees to keep the rented items in the same condition in which they were received. If rental items are damaged, lost, and/or stolen, the renter will be invoiced for the cost of repair plus 30%, or for the full replacement fee of the lost/stolen items.

Cancellation/Sublease of Equipment: The equipment cannot be sub-rented or used by any other party than that listed on this rental agreement. Within sixty days of the scheduled event, items cannot be canceled. Canceled items within these sixty days will be charged to the renter at the signed contract cost. Items cancelled outside of the fourteen days can receive a refund of paid monies, minus the non-refundable retainer.

Delivery & Set-Up: If contracted, Double Trouble Entertainment, LLC will strive to accommodate all Purchaser delivery/set up requests; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All items schedule for delivery will be dropped off and secured at the agreed upon location by delivery personnel. Delivery personnel will place all rented items in the initial agreed upon to the Purchaser. Floor plan is due thirty days before event or layout will not be guaranteed. After the initial delivery of contracted items, all additional rental items and subsequent set-ups will be charged to the Purchaser at an increased rental cost of 50% plus an additional \$100 fee. Tent wall and lights are NOT included in the tent prices above. Tent walls are an additional \$10 per 10ft section of tent walls. Tent walls can be added up to 2 weeks prior to event date as long as material is available. If client does not request walls and Double Trouble staff has to return to set up walls, the fee starts at \$150 and will increase due to travel expenses and drive time. Additionally, rental and delivery personnel will not be present during the event. All rental issues that may arise during the event time are responsibility of the Purchaser. These issues include but are not limited to: adding or removing/rolling up tent walls due to weather, tearing down tables, moving chairs or tables, etc. An event attendant is available for hire from Double Trouble Entertainment, LLC.

- Linens: Double Trouble Entertainment, LLC requires all Purchasers to cover tables with a linen. Double Trouble Entertainment, LLC does not rent linens and the cost of linens are not included in the rental price.
- Weather: Tents are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. Double Trouble Entertainment, LLC tents are rated for gusts of up to 70 mph and are always staked in to the ground and/or secured by water barrels (if water barrels, only rated to 40mph). Nevertheless, evacuation of tents
- is recommended in unsafe conditions. Renter agrees not to hold Double Trouble Entertainment responsible for damage or injury resulting from the rented tent.
- Clean Up and Preparation for Pickup: When applicable, all trash, decorations, food and beverage remains, etc. will be removed and cleaned off of the rental items and from under the tent by the renter before the scheduled pickup time. There will be an additional charge of \$50/hour for any items that have to be cleaned by Double Trouble Entertainment, LLC. In addition, Double Trouble Entertainment, LLC chairs are not to be placed near planned outdoor fires (i.e. bonfires) at any time. All chairs must remain at least 300 yards away from all planned outdoor fires.

Summary: Responsibility of the equipment and items remains with the renter from the time of delivery to the time of drop off. Please be sure all equipment is secured when not in use and protected from weather at all times. Collection-fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the Purchaser's responsibility. Be sure all equipment is returned according to these terms and conditions. The Purchaser is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

CONTRACT LEGALITY

By executing this contract as Purchaser, either individually, or as an agent or representative, represents and warrants that he or she is eighteen years of age, and further, that he or she has the authority to enter into this agreement. 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 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 inducement 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. The laws of the State of Michigan shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Marquette County. Purchaser agrees to defend, indemnify, assume liability for and hold Double Trouble Entertainment, LLC harmless from any claims, damages, losses, and expenses by or to any person, regardless of the

basis, which pertains directly or indirectly to Double Trouble Entertainment, LLC. 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 Double Trouble Entertainment, LLC. This agreement is not binding until signed by Purchaser and Double Trouble Entertainment, LLC has received it. Any changes must be written and signed by both the Purchaser and Double Trouble Entertainment, LLC. All 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. Double Trouble Entertainment, LLC may elect not to exercise their rights as specified in this agreement. By doing so, Double Trouble Entertainment, LLC does not waive their right to exercise those options at a future date.

FINAL SIGNATURES

By signing below, the Purchaser acknowledges that they have read, understood, and agreed to all articles and arrangements set forth in this contract by Double Trouble Entertainment, LLC. Additionally, each party promises to abide by the terms of this agreement and intend to be legally bound by their signatures below. All oral agreements are non-binding. This written contract dictates and outlines all services that Double Trouble Entertainment, LLC are contracted to provide. It is up to the Purchaser to write in any special requests and agreements on this contract. All oral discussions and agreements are non-binding and may not be fulfilled. By signing below, the Purchaser acknowledges that they have read, understood, and agreed to all articles and arrangements set forth in this contract by Double Trouble Entertainment, LLC. Additionally, each party promises to abide by the terms of this agreement and intend to be legally bound by their signatures below.

Payment Policy

A **100.00% deposit** is required to confirm your contract.

General Cancellation Policy

To ensure availability of all services and products, deposits are non-refundable. You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

• 61 days prior: no cancellation fee

60 days prior: 100% of contract total, and your deposit will not be refunded

Days prior refers to the number of days before the earliest delivery/pickup/setup/arrival time.

Signature	Jara A Laase-Mc Kinney	
Printed Name	Tara A Laase-McKinney	
Date	Aug 5, 2021 2:03 PM EDT	