



Booking the Entertainment

What to look for in the Contract.

by Bob Moffett

The form you sign when hiring a disc jockey, musician, or other entertainer is a sales agreement. It confirms your intent to purchase the described services, and explains the terms under which those services are rendered. Most sales agreements are written entirely by the vendor and may seem rather one sided. However, there are always certain implied consumer rights associated with every sales transaction and you can protect yourself by understanding what to look for in the fine print.

Deposits

A professional entertainer will require that you complete a contract form and make one or more non-refundable deposits to *secure* your reservations. The deposit is a *non-refundable binder* which demonstrates your intent to actually purchase the contracted service. In exchange for your deposit the entertainer agrees not to accept conflicting engagements. These deposits are *security*; a guarantee that you will not cancel the scheduled performance. Likewise, your entertainer should not be able to withdraw from the performance without just cause. Once your deposit has been accepted, it becomes the *consideration* upon which the entertainer is obligated to deliver the service. Deposits are always non-refundable since they represent only your purchase of a *promise to perform*. You may recover them however, should your entertainer fail to make good on that promise. Where the event price may be very large, the deposit may be comprised of multiple payments on a pro-rated schedule as the event approaches. This is may also apply when your event production requires complex collaboration and the purchase or production of customized materials.

Extraordinary Circumstance

There is a common clause in most contracts designed to protect the entertainer or agency from liability in the event of some extraordinary circumstance which interferes with the delivery of the service. Check these clauses carefully to be certain they refer only to *severe* and *unforeseeable* circumstances which *directly impact* your event. Check that the clause describes only situations which endanger the event itself, or the health and safety of the performers. Look to see who will be responsible for substitute entertainment where a lesser circumstance, such as illness or family emergency, renders your designated performers unavailable. To protect yourself, you'll want the agency or performer to be responsible for both the arrangement and any additional cost of equivalent substitute entertainment.

Contract Riders

Be certain the form you approve is complete and includes copies of all riders or attachments. Do not sign a contract that makes reference to a separate document which is incomplete, out of date, or missing. Be certain you understand the requirements, responsibility, and cost that any particular rider might place in your hands with regard to facilities preparation, transportation, or accommodations.

Overlooking the Obvious

Finally, check to see that all of the essential details are correct. Confirm the time, date, and place of your event, and see that an itemized description of the services to be rendered is also included. Make note of what steps are required to seal the agreement, and be sure to follow them in a timely manner. Many contracts will be void if not *perfected* within a specified period of time. *Perfection* of a contract usually means the acceptance of the agreement as indicated by signature, and the payment of any required deposits within the time frame allowed.

Recognize Trouble

Remember that a written agreement assigns to you very important rights and protection. Never hire an entertainer without a written contract. A legitimate business will be prepared to guide you through an informed and proper purchase process. Beware of individuals or companies that fail to master this very basic business element - they will likely fall equally short in their delivery.