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DJ SERVICES CONTRACT & AGREEMENT

Agreement entered into between

(hereinafter "Purchaser")

and

(hereinafter "Performer")

Purchaser Information

Name: _____

Address: _____

Phone: _____

Email: _____

Event Information

Event Type: _____

Location: _____

Date(s): _____

Start Time: _____

End Time: _____

Purchaser hereby agrees to engage Performer to provide DJ services at the above-mentioned location for the above-mentioned event. The DJ services shall consist primarily of the playing of recorded music.

Purchaser, in consideration of the services to be rendered by Performer, and the mutual agreements contained herein, hereby agrees to pay to Performer the following consideration:

A non-refundable deposit of \$ _____ is required to secure the services of Performer for the event. This amount shall be applied toward the total. The Total Cost is \$ _____ for the

____-hour time frame outlined above. The balance amount due is due no later than _____.

Services requested that exceed the time frame will be charged at the rate of \$_____ per hour, payable the day of the event. While it may not always be possible to provide additional performance time, when possible, requests for extended time will be accommodated.

In the event of non-payment, Performer 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 Performer. Purchaser shall be charged \$30 for each returned check plus a \$15.50 service charge for each collection notice.

Purchaser may cancel the contracted services at any time prior to ____ days before the event, however, the non-refundable retainer shall be retained.

Purchaser shall provide Performer with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, table, and space for setting up speakers. For outdoor performances, Purchaser shall provide overhead shelter for setup area. Performer requires a minimum of one 15-20-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. Any delay in the performance or damage to Performer's equipment due to improper power is the responsibility of Purchaser. Two circuits are preferred, where possible.

Purchaser agrees to provide protection to sensitive electronic, optical & special effects equipment from direct sunlight, water, rain, excessive heat, physical damage, or from theft or vandalism from the time that Performer arrives until the time that Performer departs the event location. Multi-Day events require locked & controlled access to event location with proper manned security.

This agreement guarantees that Performer will be ready to perform at the start time of the event. No guarantee is made as to Performer's time of arrival; however, Performer requests that Performer be permitted 60 minutes before the event and 45 minutes after the event for setup and takedown.

If the event is delayed as a result of Performer's late arrival to the event, then Purchaser shall have the option to either extend the show by double the time delay, or to reduce the fee on a pro rata basis according to the time lost. If Performer experiences an equipment breakdown and is not able to finish the show, the fee will be paid on a pro rata basis determined by the length of playing time. This will not apply in the case of damage to Performer's equipment that is caused by persons or incidents at the event. Performer is not responsible for electrical problems or power failures, unless they are directly caused by Performer's actions.

Performer is relieved of performance due to accidents, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond Performer's control. If such circumstances arise, all reasonable efforts will be made by Performer to find replacement entertainment at the agreed upon fees. Should Performer be unable to procure a replacement, Purchaser shall receive a full

refund. Purchaser agrees that in all circumstances, Performer's liability shall be exclusively limited to an amount equal to the total paid by Purchaser to Performer and that Performer shall not be liable for indirect or consequential damages arising from any breach of contract.

Performer reserves the right to stop or cancel Performer's services should the weather pose a potential danger to Performer, the equipment, or audience. Every effort will be made to continue the services. However, safety is paramount in all decisions. Performer's compensation will not be affected by such cancellation.

Purchaser will indemnify, defend, and hold Performer (and his employees, contractors, agents, and representatives) harmless from any and all actions, proceedings, claims, demands, liabilities, losses, judgments, damages, suits, proceedings, penalties, expenses, or other liabilities, of any kind including interest, attorney fees, court costs, and other reasonable costs and charges resulting from the negligence or intentional misconduct of Purchaser or third parties involved with or present at the event, including guests and venue staff arising out of or resulting from the performance of this contract.

Performer will not be responsible for injury or damage incurred as a result, directly or indirectly, of the performance of the contracted services, and as such Purchaser waives rights to any claims against Performer and/or its principals or assigns. All attendees do so at their own risk & by attendance do so agree to the terms of this agreement.

Performer shall not be liable for any damage to property of Purchaser or of others associated with Purchaser, nor for the loss of or damage to any property of Purchaser or of others by theft or otherwise. Performer shall not be liable for any such damage caused by any persons. Purchaser shall waive all claims against, shall release, and shall not hold Performer responsible for any loss or damage to Purchaser's property, fixtures, or merchandise belonging to Purchaser agents, servants, contractors, employees, licensees, invitees or customers caused by burglary, theft, robbery, vandalism, forced entry, riot or other such acts.

It is hereby further agreed that Purchaser shall be held liable for any injury or damages to Performer, or property of Performer, 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.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is 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.

It is understood that no agreement exists until such time as this agreement is signed by Purchaser and Performer, received by Performer & the retainer has been received & properly redeemed for cash. Until such time Performer is free to contract with other purchasers. Any changes must be written and signed by both Purchaser and Performer. Oral agreements are non-binding.

This Agreement constitutes the sole and only agreement between the parties. Any prior agreements, whether oral or in writing, shall be void and of no further effect. In the event of breach of Contract, a court may award attorney fees, court costs and related expenses to the aggrieved party. The provisions of this contract are severable, and in the event any provision is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

I certify that I have read this document, and I fully understand its contents. I am aware that this includes a release and indemnification of liability, and I sign it of my own free will.

Dated: _____

Purchaser's Signature

Performer's Signature