

PREMIER SOUND SPECIALISTS DJ SERVICE

P.O. BOX 349 GLENS FALLS, NY 12801

Contract for Mobile Disc Jockey (Mobile DJ) Services

Agreement made this _____ day of _____, 20____ (year), by and between _____ hereinafter referred to as "Purchaser" and Premier Sound Specialists DJ Service hereinafter referred to as the "DJ Service." WITNESS NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the parties do agree per articles 1(one) through 23 (twenty-three) as follows:

1. DESCRIPTION OF SERVICES. The Purchaser hereby engages DJ Service to provide entertainment services as a "mobile DJ." Service to be performed at: _____ hereinafter referred to as "Event Facility".

Event Facility's contact telephone numbers: (_____) _____ - (_____) _____

1(a) DJ Service hereby agrees to provide "mobile disc jockey services (DJ services)" for the Purchaser at the above indicated location. "DJ services" shall consist primarily of providing musical entertainment by means of a pre-recorded music format.

1(b) DJ Service hereby agrees to render his professional services and is at all times to have complete control of his music, equipment and vehicle(s).

2. PERFORMANCE TIME. The parties hereby agree that DJ Service shall provided services outlined in articles 1 through 22 on the following date(s) and time(s):
Date: _____ • Start time: _____ A.M. P.M. • Finish time: _____ A.M. P.M.

3. CONSIDERATION/PERFORMANCE FEE. The purchaser in consideration for Services outlined within articles 1 through 22, and the mutual promises contained herein, hereby agrees to pay to the DJ Service the following consideration herein referred to as "Performance Fee":

TOTAL AGREED PRICE: (Consideration): *\$ _____ Purchaser's initials: _____ *DJ Service initials: _____

4. PAYMENT TERMS. A \$ _____ deposit and completed contract are required to secure DJ Service. This amount shall be applied to Performance Fee (article 3).

4(a) BALANCE DUE. The residual net performance fee shall be due and payable no later than 7 (seven) days prior to the performance.

4(b) LATE PAYMENT FEE. If balance due is not received 7 (seven) days prior to event a "late fee" of \$100 (one-hundred dollars) will be assessed by DJ Service. Balance due and "late fee" shall then be due and payable prior to performance in cash (a receipt will be issued at that time). (Note: Contracts entered into within 7 days of performance shall not be assessed late fees associated with this article. In this circumstance, you may request terms in writing from DJ Service as an amendment to this agreement since your payment options and terms may vary.)

4(c) ADDITIONAL PERFORMANCE TIME. Services requested that exceed the initially contracted time frame will be charged at the rate of \$75 (seventy five dollars) per half-hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

5. ADDITIONAL SERVICES. Performance fee includes* two "consultation appointments" (initial consultation & follow-up) and additional services as outlined below. (*Only if applicable services are initialed by both parties prior to signing)

5(a) Initial here for WEDDING CEREMONY music services (Use addendum if needed):... Purchaser's initials: _____ *DJ Service initials: _____

5(b) Initial here for EVENT LIGHTING (per addendum):..... Purchaser's initials: _____ *DJ Service initials: _____

5(c) Initial here for DANCE FLOOR LIGHTING (Intelligent Dance Floor Lighting):..... Purchaser's initials: _____ *DJ Service initials: _____

5(d) MICROPHONE(S). The Performance Fee includes* one "wireless" hand-held microphone and one "wired" hand-held microphone used by DJ for introductions, toasts, announcements and/or speeches. If Wedding Ceremony music services are contracted for, an additional microphone is included for officiant use. (*Only if initialed by both parties prior to signing). For wedding ceremonies, please note that a "hand-held" wired or wireless microphone is recommended as "lapel microphones" are not able to reject unwanted noise and have inferior sound characteristics when compared to "dynamic hand-held" microphones in "live" sound reinforcement situations. Although a "lapel microphone" will be provided if specifically requested by the Purchaser, DJ Service does not recommend them and is not responsible for sound anomalies resulting from their use. Additionally, please note that all "wireless" microphones may encounter unwanted anomalies or be subject to malfunction due to EMI or RFI interference from commercial and consumer electronics equipment (including cell phones). Although rare, DJ service is not liable for losses resulting from sound anomalies, EMI or RFI interference. Initialing below acknowledges this disclaimer.

Purchaser's initials: _____ *DJ Service initials: _____

5(e) ADDITIONAL SOUND SYSTEM. The Performance Fee indicated includes* a second sound system for the timeframe outlined above. (*Only if initialed by both parties prior to signing)

Purchaser's initials: _____ *DJ Service initials: _____

5(f) SOUND REINFORCEMENT. The Performance Fee indicated includes* professional audio "sound reinforcement" of live musical acts performing in conjunction with event outlined herein but performing independently from DJ Service. (Use addendum if needed) (*Only if initialed by both parties prior to signing) Purchaser acknowledges that DJ Service is not liable for acts, errors or omissions of independent musicians and/or performing acts.

Purchaser's initials: _____ *DJ Service initials: _____

6. †† DOCUMENTATION. All music requests and planning documentation (i.e.: "Planning Form," "Music Requests," "Event Timeline," and "Guest Request Lists") are to be completed by the Purchaser on our website at www.premiersoundspecialists.com at least two weeks (14 days) prior to event date. DJ Service is not responsible for losses due to documentation not forwarded per this article. Further, DJ Service is not responsible for losses due to incorrect time arrival if "Planning Form" is not received per this article.

6(a) LATE DOCUMENTATION FEE. If planning documentation is not received two weeks (14 days) prior to event an additional fee of \$50 will be assessed by DJ Service payable prior to performance in cash (a receipt will be issued at that time). (Please note that our standard company documentation is recommended to reduce the possibilities for errors.) DJ Service is not liable for errors or omissions due to use or misuse of "non-standard" documentation, incomplete or illegible documentation or documentation forwarded less than 14 days prior to event. Initialing below acknowledges receipt of all necessary documentation.

Purchaser's initials: _____ *DJ Service initials: _____

7. FORCE MAJEURE. The agreement of the DJ Service to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, inclement weather or any other legitimate conditions beyond their control. DJ Service shall not be liable for errors, omissions or loss of services due to computer viruses or digital audio equipment anomalies. Purchaser agrees that in all circumstances, DJ Service liability shall be exclusively limited to an amount equal to the performance fee and that the DJ Service shall not be liable for indirect or consequential damages arising from any breach of contract.

7(a) It is understood that this is a "Rain or Shine" event. DJ Service compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area (see provision "7" below). DJ Service reserves the right, in good faith, to stop or cancel performance should 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 Service's compensation will not be affected by postponements, delays or cancellations caused by inclement weather.

8. RIGHTS OF RESCISSION. The purchaser hereby acknowledges a 72 (*seventy-two*) hour right of rescission from the date of signing this agreement and/or date of deposit tendered (*whichever occurs first*). Any rescission must be received by U.S. postal mail in writing and will be bound by the postmark of the mailing. After this rescission period all deposits are nonrefundable if event is cancelled by the purchaser. If DJ Service cancels the engagement, a full refund to the Purchaser will be made. Any refundable amounts will be subject to deductions equal to amounts incurred for expenses under the direction or request of the purchaser. 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 "total agreed price" (*article 3*) as liquidated damages, 6% interest thereon, plus reasonable attorneys fee.

9. CANCELLATION OR POSTPONEMENT. If Purchaser cancels or postpones event, Purchaser shall notify DJ Service by "certified U.S. postal mail" immediately (*within 48 hours*) upon cancellation or postponement and no later than 30 days prior to event. Purchaser's failure to provide notification will result in Purchaser's liability for payment in full ("*total agreed price*" from *article 3*) per this contract to DJ Service regardless of any services provided. Purchaser further acknowledges that all deposits are nonrefundable if Purchaser cancels or postpones event or if DJ Service is unable to reschedule services due to DJ Service's obligations with pre-existing events. If the Purchaser postpones an event as a result of personal hardship (*proof of personal hardship must be presented in writing to DJ Service at time of rescheduling*) and Purchaser immediately notifies DJ Service upon hardship occurrence, Purchaser shall have first right to reschedule event with any available booking dates remaining in DJ Service's calendar if rescheduled event is held within the normal service area of a 100 mile radius of Glens Falls, NY. If Purchaser reschedules a postponed event Purchaser agrees to pay a non-refundable \$100 "rescheduling fee" to DJ Service immediately upon rescheduling.

10. NON-PAYMENT. In the event of non-payment, DJ Service retains the right to attempt to collect through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Service. Purchaser shall be charged \$25 for each check returned by a banking institution plus a \$10 service charge for each collection notice. In the event that full payment and penalties for returned checks are not made by purchaser, DJ Service retains the rights under the laws of the state of New York to collect as follows: A statutory penalty of three times the face amount of the check, but not less than \$100 nor more than \$1,500.

11. CONFIDENTIALITY. No performance shall be recorded, reproduced, disseminated or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with DJ Service relating to and permitted such recording, reproduction, or transmission. Pictures, digital images and videotape of the event are permitted for the private use of the contracting party only and no license for public dissemination or sale is granted.

11(a) Purchaser will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Purchaser, or divulge, disclose, or communicate in any manner any information that is proprietary to DJ Service. Purchaser will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Purchaser will return to DJ Service all records, notes, documentation and other items that were used, created, or controlled by Purchaser during the term of this agreement.

12. PERSONAL DAMAGES. Purchaser shall be held liable for any injury or damages to the DJ (person) or property of the DJ Service while on the premises of the said engagement if damage is caused by Purchaser, his guest(s), associates, engagement invitees, employees, or any other party in attendance, whether invited or not.

12(a) DJ Service's liability for injury and/or loss is ultimately limited to coverage provided under DJ Service's *General Commercial Liability* insurance policy in the event of unforeseen circumstances, "force majeure" (*acts of God*), accidents or negligence. Purchaser understands and agrees that all other insurance coverages and/or indemnifications are the sole responsibility of the Purchaser. Purchaser will hold DJ Service harmless from any legal action due to injury and/or losses.

13. SAFETY. Purchaser shall provide DJ Service with safe and appropriate working conditions. This includes a minimum 8-foot by 8-foot area for setup, space for setting up speakers and lighting stands. DJ Service requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along a wall) of the setup area. This circuit must be free of all other connected loads. Any delay of the performance or damage to DJ's 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 for) are required. Total output wattage(s) shall be determined by DJ Service depending upon event and venue. Purchaser shall provide crowd control if warranted; and furnish directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges include, but are not limited to parking, use of electric power, and for marshal if necessary.

13(a) DJ Service shall be allowed to set-up, operate equipment and otherwise perform in an area that allows full eye-contact with guest(s) of honor and in full site of all activities. If this provision is not feasible, DJ Service makes no guarantees as to the outcome or quality of performance of any specific activity where full visual cues are essential for optimal performance.

13(b) DJ Service recommends that audio equipment including electronics and speakers are permitted to setup *directly adjacent to dance floor*. DJ Service recommends this setup since projecting sound across rooms, walkways, open spaces and areas where attendees are seated, walking or lingering requires higher volume levels to reach the dance floor area and therefore may expose guests to extreme sound levels. These high levels can produce uncomfortable and sometimes hazardous conditions. If this recommended setup is not permitted or feasible Purchaser assumes all liability resulting from physical injuries due to extreme sound levels.

13(c) DJ Service requires paved surfaces and/or ramp or elevator access between parking/service entrance and the setup area for loading and unloading of equipment. Purchaser is required to disclose the presence of any stairs, steps unpaved and/or grassy areas required to be encountered during setup or takedown. If these areas are not disclosed or if equipment must be carried up stairs, steps, lifted onto a stage or across unpaved and/or grassy areas to reach the setup area, additional labor will be charged at the rate of \$50 (fifty dollars). If Purchaser or Event Facility requires DJ Service to complete setup or takedown in less than one hour, or to postpone takedown one hour or more after the indicated end of performance time (*per article 2*), the additional time will be charged at the rate of \$50 (fifty dollars) per half-hour.

13(d) In the event of circumstances deemed to present a threat or implied threat of injury, harm or defamation of character to DJ Service staff or any equipment in DJ Service possession including vehicle and equipment trailer, DJ Service reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes) DJ Service shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether the DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

13(e) When performance time outlined in "article 2" coincides with a weather forecast predicted to exceed "90° Fahrenheit" in temperature and if DJ service has agreed herein to an "outdoor performance," Purchaser shall be responsible for providing shade and/or shelter from sunlight for the benefit of DJ Service. This provision shall be dictated by the weather forecast published by "http://www.weather.com" on the date of performance.

13(f) DJ Service shall be granted parking of vehicle plus one attached 5' by 8' enclosed trailer no further than 1000 feet from the performance site to allow for equipment transfer, storage, loading, unloading, troubleshooting and technical and/or mechanical problem resolution. Purchaser understands that parking, loading and unloading areas may differ and DJ Services shall be allowed to relocate vehicle as necessary. Purchaser agrees that DJ Service shall not transfer or grant control or possession of vehicle(s) or equipment to any valet, employee, representative, guest or associate.

Purchaser's initials: _____ *DJ Service initials: _____

14. CONTROL OF PERFORMANCE. All planning documentation must be received from the Purchaser and forwarded to DJ Service at least two weeks prior to the date of performance in order to be included in DJ Service programming guidelines (††) and to provide a programming and performance format for DJ Service to abide by. The Purchaser shall then at all times have complete control, direction, and supervision of the *performance* of DJ Service at this engagement, and Purchaser expressly reserves the right to control the manner, means and details of the performance of DJ Service. Control of performance is limited to “creative performance” and no physical license or control is granted. With or without the aid of event planning documentation DJ Service shall attempt to play Purchaser’s and Purchaser’s guests’ music requests; however, shall not be held responsible if certain selections are unavailable. DJ Service will make an extra effort to have music requests available if they are received online at least two weeks prior to the engagement. Purchaser certifies that all entertainment permits for event are up to date and agrees to show DJ Service on demand copies thereof.

14(a) DJ Service shall make every attempt to reproduce pre-recorded material as acoustically accurate, linear or “true-to-life” as is technologically possible, however, Purchaser acknowledges that DJ Service’s performance shall primarily be governed according to the direction of the Event Facility’s management and/or the direction of local authorities or ordinance in regards to equipment placement, volume (*in decibel or sound pressure levels*), dynamic and tonal characteristics of music. DJ Service is not liable for any venue’s audio equipment or performance thereof.

15. WARRANTY. This agreement warrants that DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to DJ Service time of arrival, however, DJ Service requests that they be permitted at least two hours before the engagement and two hours after the engagement for setup and takedown. DJ Service requires ramp or elevator access between parking/service entrance and the setup area. If the event requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50 (fifty dollars). If Purchaser or Event Facility requires DJ Service to complete setup more than one hour before start time, or to postpone takedown more than one hour after the time indicated, the additional time will be charged at the rate of \$50 (fifty dollars) per half-hour.

16. TRAVEL. Events requiring travel outside our primary service area of a 50 mile radius of Glens Falls NY will be charged an additional \$1.00 (*one dollar*) per mile in excess of 50 miles. Engagements in excess of 150 miles require accommodations for overnight stay in a local hotel/motel for DJ Service at Purchaser’s expense. Accommodations must be pre-approved by DJ Service. (***Only** if initialed by both parties prior to signing). (*DJ Service initials represent approval of hotel*)

Hotel/Location _____ **Purchaser’s initials:** _____ ***DJ Service initials:** _____

17. EXECUTION OF CONTRACT. By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants the 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. 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.

18. RIDERS AND ADDENDUMS. All attached riders and addendums are an integral part of this contract. This contract supersedes all other contracts. If any part of this contract is deemed illegal or unenforceable in a court of law, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between parties and no statement, promises, or inducements made by any 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.

19. INDEMNIFICATION. Purchaser agrees to defend, indemnify, assume liability for and hold DJ Service harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertain directly or indirectly to DJ Service performance. 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 DJ Service.

20. CONSTITUTION OF LEGAL BINDING AGREEMENT/SEVERABILITY. This agreement is not binding until signed by both Purchaser and DJ Service and each party has received a copy of it. Any changes must be written and signed by both the Purchaser and DJ Service. 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.

21. WAIVING OF RIGHTS OPTIONS. DJ Service may elect not to exercise their rights as specified in this agreement. By doing so, DJ Service does not waive their right to exercise those options at a future date.

22. GOVERNING AUTHORITY. The laws of the state of New York shall govern this agreement. In the event of lawsuit involving or relating to this agreement, Purchaser agrees that the venue will be in Warren County.

23. PROMISE. The parties hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser (*Company name if business or organization*): _____

Authorized **Signature X**: _____ Date: _____

Printed Name _____

Street address: _____

City, State, Zip: _____

Daytime Phone: (_____) _____

Cell or evening Phone: (_____) _____

Email address
(*for correspondence*): _____

Premier Sound Specialists DJ Service (*Authorized Signature:*)

_____ Date: _____