

Howell's DJ Service Agreement

AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the Purchaser, and Howell's DJ Service, hereinafter referred to as the DJ.

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

2. Howell's DJ Service hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. Howell's DJ Service hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____.

Start Time(s): ____AM/PM

Finish Time(s): ____AM/PM (3 hours minimum)

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

The Performance Fee is \$_____ for the three-hour time frame outlined above.

Services requested that exceed the four-hour time frame will be charged at the rate of \$_____ per 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.

Additional Terms and Conditions

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 Howell's DJ Service to find replacement entertainment at the agreed upon fees. Should Howell's DJ Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Howell's DJ Service liability shall be exclusively limited to an amount equal to the performance fee and that Howell's DJ Service shall not be liable for indirect or consequential damages arising from any breach of contract.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Howell's DJ Service relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing.

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, Howell's DJ Services 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 Howell's DJ Service staff or any equipment in Howell's DJ Service possession, Howell's 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 15 minutes), Howell's 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 Howell's DJ Service resumes performance. In order to prevent equipment damage or

liability arising from accidental injury to any individual attending this performance, Howell's DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Howell's DJ Service with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Howell's DJ Service 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 DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement.

The Purchaser shall at all times have complete control, direction and supervision of the performance of Howell's DJ Service at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Howell's DJ Service. A written event/music planner or music request list must be received from the Purchaser and forwarded to Howell's DJ Service at least two weeks prior to the date of the engagement for it to be included in Howell's DJ Service programming guidelines. With or without the aid of an event/music planner or music request list, Howell's DJ Service shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Howell's DJ Service will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Howell's DJ Service 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 Howell's DJ Service. Purchaser shall be charged \$35 for each bounced check plus a \$10.50 service charge for each collection notice.

This agreement guarantees that Howell's DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to Howell's DJ Service time of arrival; however, Howell's DJ Service requests that they be permitted one hour before the engagement and one hour after the engagement for setup and takedown. Howell's DJ Service also requests ramp or elevator access between the parking/service entrance and the setup area.

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.

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 inducements made by any party hereto, or agent or representative or 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.

Purchaser agrees to defend, indemnify, assume liability for and hold Howell's DJ Service harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Howell's 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 Howell's DJ Service. This agreement is not binding until signed by both Purchaser and Howell's DJ Service has received it. Any changes must be written and signed by both the Purchaser and Howell's 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.

Howell's DJ Service may elect not to exercise their rights as specified in this agreement. By doing so, Howell's DJ Service does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser (Printed Name): _____

Signature: _____

Howell's DJ Service:

Matt Howell, Owner