

AGREEMENT made this _____ day of _____, 20_____, by and between _____ hereinafter referred to as the Client, and Art Of Sound, hereinafter referred to as the DJ.

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

1. The Client hereby engages the DJ to provide a DJ service. The service is to be performed at the event location:

Venue: _____

Address: _____

Phone: _____, Other: _____

Event type: _____, Number of sound systems: _____

Venue contracted until what time: _____ AM/PM, to _____ AM/PM

2. Art Of Sound hereby agrees to provide a DJ service for the Client 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. Art Of Sound hereby agrees to render their professional services and is at all times to have complete control of their program.

5. The parties hereby agree that the DJ service shall be provided and accepted on the following date and time of the engagement.

Date: _____, Total time: _____

Start time: _____ AM/PM ••• Finish time: _____ AM/PM

6. The Client in consideration of the DJ service to be provided by the DJ, and the mutual promises contained herein, hereby agrees to pay the DJ the following consideration:

A non-refundable retainer/reservation fee of 25% of the total cost with a minimum of \$100.00 is required to secure the services of Art Of Sound for the engagement. The amount shall be applied toward the performance fee. The remaining balance is due two weeks prior to the date of the event.

The performance fee is \$ _____ for the time frame outlined above.

Services requested that exceed the time frame will be charged at a rate of \$ _____ per hour, payable in cash 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.

Deposit paid: \$ _____ Balance due: \$ _____ Method of payment: _____

Package: _____ Extras: _____

Client's initials: _____ Art Of Sound's initials: _____

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 by Art of Sound to find replacement entertainment at the agreed upon fees. Should Art Of Sound be unable to procure a replacement, Client shall receive a full refund.

Client agrees that in all circumstances, Art Of Sound's liability shall be exclusively limited to an amount equal to the performance fee and that Art Of Sound shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are non-refundable if cancelled within 60 days of the engagement unless the DJ cancels the engagement.

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 Art Of Sound relating to and permitting such recording, reproduction, or transmission. Pictures and videotapes of the event are permitted for the private use of the contracting party only.

The Client 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 Client breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Client 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 Client or guest, members of his/her 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, Art Of Sound's compensation is in no way affected by inclement weather. For outdoor performances, Client shall provide overhead shelter for setup area. The DJ reserves the right, in good faith, to stop or cancel the performance should weather pose a potential danger to him/her, 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 Art Of Sound's staff or any equipment in Art Of Sound's possession, Art Of Sound reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Art Of Sound shall resume performance in accordance with original terms of the agreement.

Client shall be responsible for payment in full regardless of whether the situation is resolved or whether Art Of Sound resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Art Of Sound reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Client's Initials: _____ Art of Sound's Initials: _____

Client shall provide Art Of Sound 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. Art Of Sound 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 Art Of Sound's equipment due to improper power is the responsibility of the Client. Two circuits are preferred, where possible.

Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Client shall provide crowd control (if warranted) and furnishing directions to place of engagement. Client 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).

The Client shall at all times have complete control, direction and supervision of the performance of Art of Sound at this engagement and Client expressly reserves the right to control the manner, means and details of the performance of the services of Art Of Sound.

A written event/music planner or music request list must be received from the Client and forwarded to Art Of Sound at least two weeks prior to the date of the engagement for it to be included in Art Of Sound's programming guidelines. With or without the aid of an event/music planner or music request list, Art Of Sound shall attempt to play Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable.

Art Of Sound will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement. If Client or Client's guests' provide media for the DJ to play, Art Of Sound will not be responsible for loss, damage or stolen media.

In the event of non-payment, Art Of Sound retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by Art Of Sound. Client shall be charged \$35.00 for each bounced check plus a \$12.50 service charge for each collection notice.

This agreement guarantees that Art Of Sound will be ready to perform at the start time of the engagement. No guarantee is made as to Art Of Sound's time of arrival; however, Art Of Sound requests that they be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown.

Art Of Sound also requests a ramp or elevator access between the parking/service entrance and the setup area if necessary. If the venue 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, an additional labor fee of \$ _____ will be charged.

If Client or venue requires Art Of Sound to complete setup more than one hour before the start time, or to postpone takedown more than 30 minutes after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Engagements within the San Joaquin County will not be assessed travel charges. Services requiring travel outside of this area will be charged at \$ _____ per mile in excess of 40 miles round trip. Engagements in excess of 80 miles will require accommodation be made for an overnight stay in a local hotel/motel for Art of Sound provided by Client.

Client's Initials: _____ Art of Sound's Initials: _____

By executing this contract as Client, 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 and 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. 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.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in San Joaquin County. Client agrees to defend, indemnify, assume liability for and hold Art Of Sound harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Art Of Sound's performance.

In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay attorney's fee and court costs of the prevailing party. Client may not transfer this contract to another party without the prior written consent of Art Of Sound. This agreement is not binding until signed by both Client and Art Of Sound. Any changes must be written and signed by both Client and Art of Sound.

Art Of Sound may elect not to exercise their rights as specified in this agreement. By doing so, Art Of Sound 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.

Client(s):

Printed name(s): _____

Street Address: _____

E-Mail Address: _____

Home Phone: _____, other: _____

Signature(s): _____

Date (today's): _____, Time: _____

Art of Sound:

Signature: _____

Contact Information:

Owner: *Peggy A. Ojeda* • Phone: (209) 931-1600 • Website: *artofsounddj.com* • E-mail: *peggy@artofsounddj.com*