

# CONTRACT FOR DJ SERVICES

This Contract for Services (the "Contract") is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and LK Productions of PO Box 561321, Charlotte, North Carolina 28256 (collectively the "Parties").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, \_\_\_\_\_ hires LK Productions, and LK Productions agrees to provide Disc Jockey services ("DJ" services) to \_\_\_\_\_ under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** \_\_\_\_\_ hereby agrees to engage LK Productions to provide \_\_\_\_\_ with DJ services (collectively, the "Services") to be performed at the following event(s):

\_\_\_\_\_ on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

The services contracted are to be performed at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Services shall consist primarily of providing musical entertainment by means of a recorded music format.

## 2. PERFORMANCE OF SERVICES.

a. LK Productions shall arrive at the event location one hour before the starting time to set-up and conduct sound check. LK Productions's playlist shall have an unlimited playlist of songs from both latest and old classics. LK Productions shall incorporate guest's requests into the playlist unless otherwise directed by \_\_\_\_\_. Music shall be played without any breaks unless requested by \_\_\_\_\_. Time is of the essence. Requests for extended playing time beyond the agreed-upon hours of service shall be accommodated if feasible, but it may not always be possible to provide additional performance time.

b. LK Productions shall be familiar with indoor and outdoor set-up and sound mixing. LK Productions shall provide multi-color lighting for a ball room effect. LK Productions shall have high quality microphone and sound system.

**3. TERM.** \_\_\_\_\_ and LK Productions agree that this Contract between the Parties is for Services that shall commence on the above date and complete on \_\_\_\_\_. The Contract may be extended and/or renewed by agreement of all

Parties in writing thereafter.

**4. PAYMENT.** \_\_\_\_\_ agrees to pay LK Productions, in consideration of the Services contracted for, the sum of \$0.00, with a \$200.00 non-refundable retainer fee due upon signature of this Contract and the remaining balance to be paid on the date of the event. Payment shall be made to LK Productions, PO Box 561321, Charlotte, North Carolina 28256.

Any Services requested that exceed the contracted time period and which are granted by LK Productions will be charged at the rate of \$100.00 per hour.

**5. CANCELLATION POLICY.** All retainer fees are non-refundable. Cancellation of this Contract by \_\_\_\_\_ which is received in writing more than 60 days prior to the event will result in a refund of any monies paid, less the retainer fee. Cancellation of Services received less than 60 days prior to the event obligate \_\_\_\_\_ to make full remaining payment of the total fees agreed upon. If cancellation is initiated by LK Productions all monies paid to LK Productions from \_\_\_\_\_ shall be fully refunded INCLUDING retainer fee. Any refund shall be paid out at month's end.

**6. WARRANTY.** LK Productions shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in LK Productions's industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to LK Productions on similar projects.

**7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**8. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**9. ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**10. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**11. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**12. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**13. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of North Carolina.

**14. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**16. SIGNATORIES.** This Agreement shall be signed on behalf of \_\_\_\_\_ by \_\_\_\_\_ and on behalf of LK Productions by \_\_\_\_\_, Manager and effective as of the date first above written.

Client

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

DJ  
LK Productions

By: \_\_\_\_\_  
\_\_\_\_\_  
Manager