

DJ BY TJ ENTERTAINMENT CONTRACT

AGREEMENT made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the Purchaser, and DJ BY TJ, 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 is to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. DJ BY TJ 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. DJ BY TJ hereby agrees to render his professional services and is at 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

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:

A non-refundable reservation fee of \$_____, is required to secure the services of DJ BY TJ for the engagement. This amount shall be paid at the time of the execution of this document, and shall be applied toward the Performance Fee. The Performance Fee is \$_____ for the _____hour time frame outlined above, leaving a balance of \$_____ due by _____. If the balance is not paid in full by this date, the Purchaser understands that this contract is null and void and the DJ is hereby released from this contract and has no obligation to perform the services listed in this contract.

Services requested that exceed the _____hour time frame will be charged at the rate of \$50.00 per hour payable at the time of the request on the date of the engagement. It may not always be possible to provide additional performance time; therefore, the Purchaser understands that this is only a request. When feasible, requests for extended playing time will be accommodated.

7. The Purchaser agrees that the DJ shall be allowed from time to time during the performance to promote his business, to pass out flyers and business cards, and to place a tip jar on the performance table.

Purchaser's Initials _____ DJ BY TJ's Initials _____

Additional Terms and Conditions:

This agreement to perform is subject to proven detention by accidents, riots, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by DJ BY TJ to find replacement entertainment at the agreed upon fees. Should DJ BY TJ be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, DJ BY TJ's liability shall be exclusively and solely limited to an amount equal only to the performance fee and that DJ BY TJ 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 by any means whatsoever, in the absence of a specific written agreement with DJ BY TJ relating to and permitting such recording, reproduction or transmission. Pictures and videotaping 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. In the event the Purchaser breaches the contract, he or she shall understand they shall still pay the DJ the entire performance fee amount set forth above as "Wages agreed upon" as liquidated damages. Interest of 6% thereon and a reasonable attorney's fee will be paid if the DJ needs assistance in collecting this amount. There will be no cancellations allowed or agreed upon if within 30 days of the event.

It is hereby further agreed that the Purchaser shall be held liable for any injury or damages to the DJ, his employees, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser 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 an outdoor ("Rain or Shine") event, DJ BY TJ's 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 DJ BY TJ staff or any equipment in DJ BY TJ possession, DJ BY TJ 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), DJ BY TJ 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 DJ BY TJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ BY TJ reserves the right to deny any guest access to the sound system, music recordings or other equipment.

Purchaser's Initials _____ DJ BY TJ's Initials _____

Purchaser shall provide DJ BY TJ with safe and appropriate working conditions. This includes an adequate area for setup, including space for 6 foot table, the DJ(s), space for setting up speakers and lighting stands, and a place to keep storage boxes during the performance. DJ BY TJ requires a minimum of one 15-20 amp circuit outlet from a reliable power source within 20 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 the 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. Purchaser shall provide crowd control if warranted and shall furnish directions to place of engagement. Purchaser 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 Purchaser shall at all times have complete control, direction and supervision of the performance of DJ BY TJ at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of DJ BY TJ. A written event/music planner or music request list must be received from the Purchaser and forwarded to DJ BY TJ at least two weeks prior to the date of the engagement for it to be included in DJ BY TJ programming guidelines. With or without the aid of an event/music planner or music request list, DJ BY TJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ BY TJ will make an extra effort to have music requests available if they are received IN WRITING and at least two weeks prior to the engagement.

In the event of non-payment, DJ BY TJ 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 DJ BY TJ. Purchaser shall be charged \$25 for each returned check plus a \$7.50 service charge for each attempt to collect.

This agreement guarantees that DJ BY TJ will be ready to perform at the start time of the engagement. No guarantee is made as to DJ BY TJ time of arrival; however, DJ BY TJ requests that they be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown. DJ BY TJ also requests ramp or elevator access between the parking/service entrance and the setup area. 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, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires DJ BY TJ to complete setup more than two hours before the start time, or to postpone takedown after the time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Engagements in excess of 100 driving miles one-way will require accommodations be made for an overnight stay in a local hotel/motel for DJ BY TJ to be provided by the Purchaser.

Special Provisions & Additional Services Requested:

Any special provisions and/or additional services requested above are non-refundable and are considered part of the entire contract. If the Purchaser chooses to cancel an additional service, there will be no refund given and/or no adjustment made to the final amount owed to DJ BY TJ.

Purchaser's Initials _____ DJ BY TJ's Initials _____

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

The laws of the State of Michigan shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue shall be in Kalamazoo County.

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

DJ BY TJ may elect not to exercise their rights as specified in this agreement. By doing so, DJ BY TJ 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:

Signature

Printed Name

Street Address: _____

Daytime Phone: _____ Evening Phone: _____

DJ BY TJ:

DJ BY TJ, PO BX 19653, KALAMAZOO MI 49019-0653
(269) 720-5646 TROY (269) 217-4153 MARIO (269) 870-7627 FAX