

Smokin' Musicn' Lightn'
Contract For Mobile Disc Jockey Services

Agreement made this _____ day of _____, 20____, by and between _____ hereinafter referred to as "Purchaser" and Randolph S. Mack, d.b.a. Smokin' Musicn' Lightn' hereinafter referred to as the "DJ Service". In consideration of the promises and the general agreements herein contained and intending to be legally bound hereby, the parties do agree per articles 1 (one) through 22 (twenty-two) as follows:

1. **DESCRIPTION OF SERVICES.** The **Purchaser** hereby engages **DJ Service** to provide entertainment services as a mobile disc jockey/karaoke jockey. Service to be performed at:

_____ hereinafter referred to as "**Event Facility**".

Event Facility's contact telephone numbers () _____ () _____.

- a. DJ Service hereby agrees to provide "mobile disc jockey services" for the Purchaser at the above indicated location. "DJ Services" shall consist primarily of providing musical entertainment by means of pre-recorded music format (mp3).
- 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 provide services outlined in articles 1 through 23 on the following date(s) and time(s).

- a. **DATE:** _____.
- b. **START TIME:** _____ **AM** **PM**
- c. **END TIME:** _____ **AM** **PM**

3. **CONSIDERATION/PERFORMANCE FEE.** The purchaser in consideration for services outlined within articles 1 through 23 and the mutual promises contained herein, hereby agrees to pay the DJ service the following consideration herein referred to as "performance fee":

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

4. **PAYMENT TERMS.** A 25% deposit and completed contract are required to secure DJ Service unless other arrangements are made for contracts entered into less than 30 days prior to performance. This amount shall be applied to the performance fee agreed to in item #3. (full payment the day of the performance).

- a. **BALANCE DUE.** The residual net performance fee shall be due and payable no later than 30 (thirty) days prior to the performance unless other arrangements are made for contracts entered into less than 30 days prior to the performance. In all instances the performance fee shall be paid in full on by/on the day of the performance.
- b. **ADDITIONAL PERFORMANCE TIME.** Services requested that exceed the initially contracted time frame will be charged at the rate of \$55 (fifty-five dollars) per hour, payable the day of the performance. It may not always be possible to provide additional performance time, however, when feasible, requests for extended playing time will be accommodated.

5. **DOCUMENTATION.** All music requests and planning documentation (i.e. itinerary/Agenda, Music Requests, Event Profile, Bridal Party Introductions, and Wedding ceremony Music Selections) are to be completed by the purchaser and transmitted via email to spanky@smokinmusic.biz at least 5 (five) days prior to the event. 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 arrival time if itinerary/agenda is not received per this article.

- 6. 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 service 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 breach of contract.
- 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. DJ Service reserves the right in good faith, to stop or cancel performance should weather pose a potential danger to him/her, the equipment, or the audience. Every effort will be made to continue the performance, however safety will be the primary concern. The DJ Service compensation will not be affected by postponements, delays, or cancellation caused by inclement weather.
- 7. RIGHTS OF RESCISSION.** The purchaser hereby acknowledges a 72 (seventy-two) hour right of rescission from the date of signing of this agreement and/or date of deposit tendered. Any rescission must be received by U.S. mail in writing and will be bound by the postmark of the mailing. After this rescission period all deposits are non-refundable 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 agrees that this contract is not subject to cancellation unless DJ service has agreed to such cancellation in writing. In the event the purchaser breaches the contract, he or she shall pay the DJ service the amount set forth above as "total agreed price" (article #3) as liquidated damages, 6% interest thereon, plus reasonable attorney fees.
- 8. 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 Detroit, MI. If Purchaser reschedules a postponed event Purchaser agrees to pay a non-refundable \$100 "rescheduling fee" to DJ Service immediately upon rescheduling.
- 9. 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 Michigan to collect agreed to fees through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Service.
- 10. 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.
- 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.

- 11. 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.
- 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 coverage 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.
- 12. 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.
- 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.
 - 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.
 - 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 transference vehicle(s), 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 \$55 (fifty-five 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 \$55 (fifty-five dollars) per hour.
 - 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.
 - 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.
 - f. DJ Service shall be granted parking of vehicle plus one attached 8x10' 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.

13. CONTROL OF PERFORMANCE. All planning documentation must be received from the Purchaser and forwarded to DJ Service at least 5 (five) days 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 in writing at least 5 (five) days 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.

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 (including police agencies) 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 and/or Event Facility's audio equipment or performance thereof.

14. 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 one hour before the engagement and one hour 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 \$55 (fifty-five 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 \$55 (fifty-five dollars) per hour.

15. TRAVEL. Events requiring travel outside our primary service area of a 100 mile radius of Detroit, Michigan will be charged an additional \$2.00 (*two dollars*) per mile in excess of 100 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:** _____

16. 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 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. Should he or she not have such authority, he or she shall personally assume full responsibility and liability under the terms of this contract.

17. 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.

18. 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.

19. 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.

- 20. **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.
- 21. **GOVERNING AUTHORITY.** The laws of the state of Michigan shall govern this agreement. In the event of lawsuit involving or relating to this agreement, Purchaser agrees that the venue will be in Wayne County.
- 22. **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*): _____

Randolph S. Mack (*Authorized Signature for DJ Service* :)

_____ Date: _____

