

CONTRACT FOR PROFESSIONAL DISC JOCKEY SERVICES

_____ [Client] hereby hires Superior Sound Services (S3) ("DJ") to provide professional disc jockey services for a _____ [Type of Event] at _____ [Location], beginning at _____ and ending at _____ on _____ [Day of Week], _____ [Month/Day/Year] at the rate of \$ _____ per hour, for a total event price of \$ _____.

DJ will supply a complete system, which will be set up and tested prior to the event start time. DJ will meet individually with Client to help plan the event. At least one week prior to the event, Client will submit the proposed floor plan to the DJ. Client will provide 2 each: grounded 15 amp electrical outlets to which no other equipment has been connected (dedicated circuit). Client will arrange for a parking space for DJ's vehicle and pay the cost thereof, if any. Client designates _____ as the sole person with authority to give directions to DJ with respect to music selection, volume control, announcements, and breaks, if any. If the event is delayed as a result of DJ's late arrival, than Client has the option to either extend the show by double the time delay, or reduce the fee on a pro rata basis according to the time lost. Except to the extent of compensation previously paid by Client under this contract, DJ is not responsible for the inability to perform due to accident, injury, equipment failure, power failure, inclement weather, or other condition reasonably beyond his/her control. If DJ experiences an equipment breakdown and is not able to finish the show, the fee will be paid on a pro rata basis determined by the length of playing time. This will not apply in the case of damage to DJ's equipment that is caused by persons or incident at the event. DJ cannot be responsible for electrical problems or power failures, unless they are caused by his/her actions.

The Client will indemnify, defend, and hold DJ (and his employees, contractors, agents, and representatives) harmless from all actions, proceedings claims, demands, liabilities, losses, judgments, damages, penalties, or expenses, of whatever kind, including interest, attorneys' fees, court cost, and other reasonable cost and charges resulting from the negligence or intentional misconduct of the Client or third parties involved with or present at the event, including guest and venue staff. To cover any such claims, the Client may obtain a single liability insurance policy. In consideration for the services provided, Client agrees to pay DJ a total fee of \$ _____ by check # _____ or by cash. In the event that client or a third party at the client's event willfully or negligently causes damage to DJ equipment, client agrees to pay for repair or replacement of damaged equipment.

Upon a request from Client to play longer, DJ at his/her discretion, may perform overtime at the rate of \$100.00 per hour.

Client agrees to pay a nonrefundable booking fee of 25% of the quoted cost for the event. If client cancels the event within one week of the event, the entire booking fee is forfeited. If client cancels more than one week in advance of the event, half of the booking fee will be returned to the client. DJ may schedule another event on the same date and time if no deposit has been received. The remaining balance must be paid at the conclusion of the event. All checks are made payable to: Greg Wakefield. Failure to pay the balance due on the date of the event to DJ will subject Client to a \$100.00 late fee plus interest at the rate of 10% per month on the unpaid amount. This Contract constitutes the entire understanding between the parties, and there are not covenants, promises, representations, or warranties other than as set forth herein. No modification of its terms will be valid unless they are recorded in a written instrument signed by both parties. In the event any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. This contract will be interpreted according to the laws of the state of Colorado, and jurisdiction and venue will be deemed to be proper in Pueblo County, Colorado. In the event of breach of Contract, a court may award attorney fees, court cost and related expenses to the prevailing party.

This Contract is entered into on the _____ day of _____, 20_____.

Client: _____ (Signature) _____ (Printed name)

Client Contact Info: (Ph) _____, (email) _____

Superior Sound Services (S3) Owner:

Greg Wakefield / Sound Dokta G

405 S Oak Creek Dr.

Pueblo, CO 81007

E-Mail: gregwakefield710@yahoo.com

City/State/Zip:

Tel: (C)719.251.2354

_____ (Signature)

