



DISC-JOCKEY EVENT AGREEMENT

1. Parties: This agreement is for personal services of one disc jockey ("DJ") as described below, between _____ ("Purchaser") and Clear Pro DJ ("DJ").

2. Performance:

Event Type: _____

Date: _____ Start Time: _____ End Time: _____

Location ("Venue"): _____

Address: _____

3. DJ Responsibilities:

Purchaser shall at all times have complete control, direction and supervision of Performance. Purchaser expressly reserves the right to control the manner, means, and details of Performance. A written event/music planner or music request list must be received by DJ at least two weeks prior to the date of Performance in order to be included in the programming guidelines. With or without the aid of an event/music planner or music request list, DJ shall attempt to play Purchaser's and Purchaser's guests' music requests, but shall not be held responsible if certain selections are unavailable. DJ will make an extra effort to have music requests available if they are received by DJ in writing at least two weeks prior to Performance.

4. Purchaser Responsibilities:

4a. Purchaser will make Venue available to DJ for at least 60 minutes before the Start Time, for setup of the equipment and materials. Purchaser will make Venue available to DJ for at least 60 minutes after the End Time, for takedown of the equipment and materials.

4b. If possible, Purchaser will provide elevator or ramp access between the parking/service entrance and the setup area. If that is not possible, additional labor will be charged at the rate of \$75.00 per hour.

4c. Purchaser will provide DJ with a safe and appropriate working environment. This includes but is not limited to: a secure and sturdy 6 foot long set-up table; a standard 120-volt grounded 3-prong outlet with at least 15 amps available, from a reliable power source; a facility that completely covers and protects DJ's equipment and materials from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); crowd control if warranted; and directions to Venue and free parking. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with this provision.

4d. Purchaser will take reasonable steps to protect DJ's equipment, materials and personnel during Performance, setup and takedown. Any damages incurred due to lack of reasonable protection on Purchaser's part (except in the case of gross negligence or willful malfeasance by DJ) will be payable by Purchaser to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment.

4e. Purchaser is responsible for all charges imposed by Venue. These charges may include, but are not limited to, parking, use of electric power, elevators, fire marshal, and the time before and after Performance used by DJ for setting up and taking down equipment.

5. Time and Payment:

5a. The total amount due ("Performance Fee") is \$_____. Purchaser shall pay a non-refundable Reservation Fee of \$_____ upon signing this agreement. Performance Fee due will be reduced by the paid amount of the Reservation Fee. The Purchaser shall pay DJ any balance due before the Performance begins.

5b. Performance Fee applies only to Start Time through End Time as specified above. Purchaser and DJ

may mutually agree to extend the Performance beyond the time specified above, at the rate of \$200 per hour, billed in one-hour increments. There will be a 10-minute grace period before overtime is incurred for any one-hour period. All provisions of this agreement shall continue to apply during any such extension of Performance.

5c. In the event of non-payment or incomplete payment, DJ retains the right to attempt collection through the court system. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ. Purchaser shall be charged \$25 for each returned check, in addition to a \$7.50 service charge for each collection notice.

6. Termination:

6a. This agreement cannot be canceled except by mutual written consent of both Purchaser and DJ. If cancellation is initiated by the Purchaser in writing and agreed to by DJ in writing, Purchaser will be required to pay 50% of the total Performance Fee. Otherwise, Purchaser shall be obligated to make full payment of the total Performance Fee.

6b. This agreement shall be excused by detention of DJ by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond DJ's control. If such circumstances arise, DJ will make all reasonable efforts to find a replacement DJ at the agreed-upon fees. Should DJ be unable to procure such a DJ, Purchaser shall receive a full and prompt refund of all fees paid, including the Reservation Fee. Purchaser agrees that under all circumstances, DJ's liability shall be exclusively limited to an amount not to exceed the Performance Fee, and that DJ shall not be liable for indirect or consequential damages arising from any breach of contract.

7. Miscellaneous:

7a. Purchaser may not transfer this contract to another party without the prior written consent of DJ.

7b. This agreement is not binding until received and signed by DJ. Any changes must be written and signed by both Purchaser and DJ. 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.

7c. DJ may elect not to exercise some rights as specified in this agreement. By doing so, DJ does not waive the right to exercise those rights subsequently.

7d. This agreement shall be governed by the laws of the State of Kentucky. In the event of suit involving or relating to this agreement, the legal venue shall be Jessamine County, Kentucky.

7e. In the event of circumstances deemed by DJ to present a threat or implied threat of injury or harm to DJ or any equipment or materials in DJ's possession, DJ reserves the right to cease performance. If Purchaser is able to resolve the threatening situation quickly (15 minutes maximum), and to DJ's satisfaction, DJ 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 resumes performance. DJ reserves the right to deny anyone access to the equipment and materials provided by DJ.

7f. Purchaser agrees to defend, indemnify, assume liability for, and hold DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains or results directly or indirectly to Performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay reasonable attorney's fees and court costs of the prevailing party.

Agreed by Purchaser:

Purchaser Signature: _____

Purchase Name: _____

Date: _____

Agreed by DJ:

DJ Signature: _____

DJ Name: _____

Date: _____