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## **DJ SERVICES AGREEMENT**

*State of Alabama*

### **BACKGROUND:**

This DJ Services Agreement (the "Agreement") is made by and between the following Client (the "Client"):

\_\_\_\_\_  
of

\_\_\_\_\_

and the following DJ services provider (the "DJ"):

\_\_\_\_\_  
of

\_\_\_\_\_

\_\_\_\_\_ desires to provide DJ services to \_\_\_\_\_ and \_\_\_\_\_ desires to obtain such services from \_\_\_\_\_.

*THEREFORE*, in consideration of the mutual promises set forth below, the Parties agree as follows:

*I. DESCRIPTION OF SERVICES.*

1. On \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_ will provide to \_\_\_\_\_ the following DJ services (collectively, the "Services"):

\_\_\_\_\_

2. DJ will work a total of 2 hours on the day they provide DJ services.

*II. RIGHTS AND RESPONSIBILITIES OF DJ.*

3. \_\_\_\_\_ affirms that they know any and all relevant federal, state, and local laws concerning fair use, intellectual property, noise ordinances, and the provision of DJ services.

4. \_\_\_\_\_ asserts that they are familiar with both indoor and outdoor DJ set-up and sound mixing.

5. \_\_\_\_\_ shall arrive at the venue at least thirty minutes before the beginning of the event to set up and do a thorough sound check.

6. \_\_\_\_\_ shall exercise discretion and accommodate Client and Client's guests requests for particular songs whenever feasible.

7. \_\_\_\_\_ will provide all necessary equipment, such as a high quality microphone and sound system, turntables, dance floor lighting equipment, etc. necessary to complete the Services as described above.

*III. LOCATION AND PERMITS.*

8. Location selection for providing DJ services and compliance with any and all relevant federal, state, and local permits, rules, and/or regulations, including but not limited to noise ordinances, are the sole responsibility of Client.

9. DJ shall provide their services at the following location:

\_\_\_\_\_

*IV. PAYMENT.*

10. For rendering the Services outlined in this Agreement, the Client will pay to the DJ compensation amounting to \$2 (two US dollars) per hour.

11. Client will pay to DJ an non-refundable retainer fee in the amount of \$2 (two US dollars), due upon signature of this Agreement.

12. Payment shall be made to the following person/address:

\_\_\_\_\_  
\_\_\_\_\_

13. Any Services requested that exceed the contracted time period and which are granted by the DJ will be charged at the rate of \$2 per hour. It may not be possible to provide additional DJ time. Requests for extended DJ time will be accommodated only when feasible and at the discretion of the DJ.

14. If any invoice is not paid when due, the Client will be charged a late fee of \$2 (two US dollars).

15. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, DJ has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek any and all available legal remedies.

*V. CANCELLATION POLICY.*

16. Cancellation of this Agreement by Client which is received in writing at least \_\_\_\_\_ prior to set start date will result in a refund of any monies paid minus the retainer fee. Cancellation of Services outlined by this Agreement less than \_\_\_\_\_ prior to the start date obligates Client to make full remaining payment of the total fees agreed upon. Additionally, if Client cancels the Services less than \_\_\_\_\_ prior to the start date, the Client will be obligated to pay a \$2 cancellation penalty to the DJ.

17. Cancellation issued by DJ shall result in all monies paid to the DJ from the Client being fully refunded INCLUDING any retainer fee paid. Additionally, if DJ cancels the Services less than \_\_\_\_\_ prior to the start date, the DJ will be obligated to pay a \$2 cancellation penalty to the Client.

*VI. CONFIDENTIALITY.*

18. DJ and any of DJ's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DJ, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. DJ and their employees, agents, and representatives will protect such information and treat it as strictly confidential.

19. This provision shall continue to be effective after the termination of this Agreement.

20. Upon termination of this Agreement, DJ will return to Client all records, notes, documentation, equipment, and other items that were used, created, or controlled by Client during the term of this Agreement.

#### *VII. INDEMNIFICATION.*

21. DJ agrees to indemnify and hold harmless from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against DJ that result from the acts or omissions of DJ and/or DJ's employees, agents, or representatives.

#### *VIII. WARRANTY.*

22. DJ shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by similar DJs on similar projects/work.

23. DJ shall not consume or use illegal substances or alcoholic beverages while performing their duties.

#### *IX. DEFAULT.*

24. The occurrence of any of the following shall constitute a material default under this Agreement:

- 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 governmental agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

#### *X. REMEDIES.*

25. 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 Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

26. This notice shall describe with sufficient detail the nature of the default.

27. The Party receiving such notice shall have 7 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 automatic termination of this Agreement.

#### *XI. FORCE MAJEURE.*

28. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

29. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

30. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

31. An act or omission shall be deemed within the reasonable control of a party if

committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

*XII.*

*XIII.*

*XIV. AMENDMENT.*

32. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

*XV. GOVERNING LAW.*

33. This Agreement shall be construed in accordance with the laws of the State of Alabama.

*XVI. NOTICE.*

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

*XVII. WAIVER OF CONTRACTUAL RIGHTS.*

35. The failure of either Party to enforce any provision of this Agreement 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 Agreement.

**EXECUTION:**

\_\_\_\_\_  
\_\_\_\_\_, Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, DJ

\_\_\_\_\_  
Date