

# AudioFlyer DJ Services D.J. Contract



*Agreement* made this \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the Client, and AudioFlyer DJ Services, 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 Client hereby engages the DJ to provide a DJ service. The service is to be performed at Event Location:

(Venue):

(Address):

(Phone #):

2. AudioFlyer DJ Services hereby agrees to provide a DJ service for the Client 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. AudioFlyer DJ Services hereby agrees to render professional services and is to have complete control of his program at all times.

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):

Finish Time(s):

6. The Client, 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 **\$100.00** is required to secure the services of AudioFlyer DJ Services 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 **\$500** for the time frame outlined above, leaving a balance of **\$400** due by \_\_\_\_\_. If the balance is not paid in full by this date, the Client 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 time frame (overtime) will be charged at the rate of \$50.00 per 1/2 hour, payable, in cash only, 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 Client understands that this is only a request. When feasible, requests for extended playing time will be accommodated.

## *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 AudioFlyer DJ Services to find replacement entertainment at the agreed upon fees. Should AudioFlyer DJ Services be unable to procure a replacement, Client shall receive a full refund. Client agrees that in all circumstances, AudioFlyer DJ Services's liability shall be exclusively and solely limited to an amount equal only to the performance fee and that AudioFlyer DJ Services 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 AudioFlyer DJ Services relating to and permitting such recording, reproduction or transmission. Pictures and videotaping of the event are permitted for the private use of the Client only.



The Client 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 Client 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 45 days of the event.

It is hereby further agreed that the Client 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 Client 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, AudioFlyer DJ Services's compensation is in no way affected by inclement weather. For outdoor performances, Client 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 AudioFlyer DJ Services staff or any equipment in AudioFlyer DJ Services possession, AudioFlyer DJ Services reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), AudioFlyer DJ Services shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether AudioFlyer DJ Services resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, AudioFlyer DJ Services reserves the right to deny any guest access to the sound system, music recordings or other equipment.

Client shall provide AudioFlyer DJ Services 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. AudioFlyer DJ Services requires a minimum of one 15-20 amp circuit outlet from a reliable power source within 25 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 Client. Two circuits are preferred, where possible. Client shall provide crowd control if warranted and shall furnish directions to place of engagement. Client 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 marshall if necessary (for use of fog).

The Client shall at all times have complete control, direction and supervision of the performance of AudioFlyer DJ Services at this engagement and Client expressly reserves the right to control the manner, means and details of the performance of the services of AudioFlyer DJ Services. A written event/music planner or music request list must be received from the Client and forwarded to AudioFlyer DJ Services at least two weeks prior to the date of the engagement for it to be included in AudioFlyer DJ Services programming guidelines. With or without the aid of an event/music planner or music request list, AudioFlyer DJ Services shall attempt to play Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable. AudioFlyer DJ Services 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, AudioFlyer DJ Services retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees and collection costs incurred by AudioFlyer DJ Services. Client shall be charged \$45 for each returned check plus a \$25 service charge for each attempt to collect.

This agreement guarantees that AudioFlyer DJ Services will be ready to perform at the start time of the engagement. No guarantee is made as to AudioFlyer DJ Services time of arrival; however, AudioFlyer DJ Services requests that they be permitted 2 HOURS before the engagement and 1 HOUR after the engagement for setup and take down. If the venue

requires setup or take down 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 Client or venue requires AudioFlyer DJ Services to complete setup more than two hours before the start time, or to postpone take down after the time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.



Engagements in excess of 60 driving miles one-way will require accommodations be made for an overnight stay in a local hotel/motel for AudioFlyer DJ Services to be provided by the Client.

By executing this contract as Client, 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, Client agrees that venue shall be in Eaton County.

Client agrees to defend, indemnify, assume liability for and hold AudioFlyer DJ Services harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to AudioFlyer DJ Services 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. Client may not transfer this contract to another party without the prior written consent of AudioFlyer DJ Services. This agreement is not binding until signed by both Client and AudioFlyer DJ Services and AudioFlyer DJ Services has received a signed copy and required deposit. Any changes must be written and signed by both the Client and AudioFlyer DJ Services. 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.

AudioFlyer DJ Services may elect not to exercise their rights as specified in this agreement. By doing so, AudioFlyer DJ Services 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.

Client:

AudioFlyer DJ Services:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Andrew Luce  
Owner/D.J.  
(517)622-2975

\_\_\_\_\_  
Printed Name

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_