

Contract for Professional Services

This Contract for Services (the "Contract") is made effective as of **XX/XX/XX** (the "Effective Date"), by and between **XXXXXXX** (known as the "Client" and Event Promoter) and Loren Elks dba **DJ Rock My World.com** (known as "DRMW"). The Client and DRMW are also referred to individually as a "Party", and collectively as the "Parties" in this Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client engages/hires DRMW to provide the services (listed in Section I) to the Client under the terms and conditions in this Contract, hereby agreed upon by the parties. DRMW and its associates, affiliates, etc. are independent Contractors and not an associate of the Client. Client warrants that he or she is of legal age, and has the right to enter into this Contract.

I. Description of Services

- a. The Client hereby agrees to engage DRMW to provide DJ services (collectively, the "Services") to be performed at the following event(s):
XXXXX Wedding at VENUE located ADDRESS beginning at XX:XXpm on XX/XX/XX.
- b. The services contracted are to be performed are: **XXXXX**
- c. Standard DJ services shall consist primarily of providing musical entertainment by means of a recorded music format.

II. Performance of Services

- a. DRMW shall arrive at the event location 2.5-3 hours before the start time to setup and conduct sound check. Client agrees to provide DRMW access to the venue at that time and provide a six-foot, rectangular table for exclusive DJ usage at the reception. If the Ceremony Add-On has been selected, and the ceremony is in a different room/location other than the reception, a small table must be provided for that room/location as well.
- b. Client will provide a minimum of two outlets (minimum 15 amp) for DRMW's sound and lighting equipment. No other equipment shall be plugged into these outlets.
- c. If an outdoor event, the Client will provide shelter from the elements for the DRMW personnel and DRMW's equipment and a hard surface for equipment set up.
- d. ***Using DRMW's online system, the Client will complete all required online music planning worksheets at least 1 week before the event to provide direction for the DRMW. Other songs played by DRMW at the event that are not on the Client's playlist will be selected by DRMW, as appropriate for the event and venue.***

- e. DRMW shall incorporate guest's requests into the playlist where appropriate, unless otherwise directed by Client.
- f. Client agrees to provide a "Go To" person for DRMW that is available prior to, during, and after the event. This "Go To" person will be responsible to provide direction, timing, and to answer questions for DRMW personnel regarding the event. If a wedding, DRMW recommends that the "Go To" person NOT be the bride or groom.
- g. Client agrees to provide all DRMW personnel with refreshments and a meal equal to that of the event guests (if a meal is served).
- h. Requests for extended playing time beyond the agreed event end time shall be accommodated by DRMW, if feasible, but it may not always be possible to provide additional performance time.
- i. Client agrees and releases DRMW to photograph and videotape the event and attendees for use for promotional purposes of DRMW's services to prospective clients.
- j. Client agrees to provide digital images or video taken at the event by the Client, or their photograph or videographer, at no cost to DRMW. The Client releases DRMW to use any images or video from the event, in promotion of DRMW services.
- k. Should the Client select to have party games during the event, he/she will notify DRMW one week in advance. The Client agrees to be responsible for all props, gifts, or any other items necessary or used in the games. DRMW will only provide the DJ, music, and facilitate the games.
- l. DRMW reserves the right to fulfill the performance of any services with DRMW personnel and/or affiliates that can provide the same level of quality and service, at no additional cost to the client beyond what is listed in this agreement.

III. Payment

- a. Client agrees to pay DRMW, in consideration of the Services Contracted for, the total sum of \$XXX.00, with a portion of this amount as \$XXX.XX a non-refundable retainer fee.
- b. An additional fee of \$80.00 per hour is required for extending time beyond the stated end time of this event.
- c. Payments shall be made via online invoice (PayPal), which DRMW will email to the Client. Any discounts offered by DRMW to the Client will be detailed on the invoice, and subject to expiration based on the expiration date listed on said invoice.

IV. Gratuities

- a. DRMW strives to keep our pricing at some of the lowest for top end DJ services in our area; while at the same time maintaining high quality.
- b. DRMW serves discerning clientele who recognize personal attention, quality service when they receive it. DRMW recognizes that we play a pivotal part in our clients' special day; one which will be remembered for many years to come, by both the bridal party, as well as their honored guests. DRMW takes this trust very seriously.
- c. DRMW does not include tips/gratuities in with our low pricing; rather we feel that our clients are great judges of excellence and tend to reward it appropriately.

- d. Therefore, DRMW leaves gratuities at the sole discretion of our clients, as an optional way for our clients to rate the care that DRMW takes of them and their wedding event.

V. Cancellation or Rescheduling

- a. Cancellation of this Contract by Client, which is received in writing more than ninety days prior to the event, will result in a refund of any monies paid, less the non-refundable retainer fee. Refund will be paid within ninety days of the cancellation notice to DJRMW.
- b. Cancellation of Services received less than ninety days prior to the event obligate the Client to make full remaining payment of the total fees agreed upon.
- c. If cancellation is initiated by DRMW all monies paid to DRMW from Client shall be fully refunded INCLUDING the retainer fee. Any refund shall be paid out to Client within ninety days of the written DRMW cancellation notice to Client.
- d. Client agrees should they request to reschedule this event to a different date, change the location, or contracted services, as listed in Sections I a and I b, additional fees may be required by DRMW. This applies to any change requests made less than sixty days before the event date listed in Section I a of this agreement.

VI. Warranty and Indemnification

- a. DRMW, its associates and affiliates shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DRMW's industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to DRMW on similar projects.
- b. Client agrees that DRMW shall not be held liable for any action that may arise from the actions of any individual that is not an associate or affiliate of DRMW. Furthermore, if the Client requests that DRMW be involved in or facilitate party games, the Client agrees the DRMW nor its associates or affiliates, will be held responsible for any guest or other persons' injuries or medical issues that may arise during or after a game.
- c. The agreement of DRMW, its associates or affiliates, to perform said services is subject to proven detention by sickness, strikes, adverse weather conditions, acts of God, which are beyond their control for which DRMW, its associates or affiliates, will not be held responsible for any loss incurred by Client as a result thereof.
- d. The Client, also acting as the Event Promoter, will indemnify, defend, and hold DRMW, its associates or affiliates, 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 guests and venue staff. To cover any such claims, the Client may obtain a single liability insurance policy for the event at their own expense.
- e. DRMW agrees to provide liability and property damage insurance coverage for its associates at the event. Affiliates may provide their own insurance. The proof of insurance can be provided upon request of the Client.

- f. The Client agrees to assume full financial responsibility for any and all damage the equipment and property of DRMW that may be caused by the elements, Client, or third parties involved with or present at the event, including guests and others.

VII. Default

- a. The occurrence of any of the following shall constitute a material default under this Contract:
 - i. Client failure to make a required payment when due.
 - ii. The insolvency or bankruptcy of either party.
 - iii. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, sale for or by any creditor or government agency.
 - iv. Failure of DRMW to make available or delivery the services as provided for in this Contract.

VIII. Remedies

- a. 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 Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party.
- b. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have thirty 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 the automatic termination of this Contract. This does not apply to breach of requirement to perform on the specific day.

IX. Arbitration

- a. All signed parties agree that any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, in lieu of Small Claims or other court.
- b. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract.
- c. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.
- d. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than thirty days after the notice of arbitration is served. The

arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages.

- e. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

X. Entire Agreement

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

XI. Severability

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XII. Amendment

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

XIII. Governing Law

This Contract shall be construed in accordance with the laws of the State of Indiana.

XIV. Notice

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

XV. Waiver of Contractual Right

The failure of either party to enforce any provision of this Contract 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 Contract.

XVI. Signatories

This agreement is signed on behalf of the Client by **XXXXX** and on behalf of DRMW by Loren Elks, Manager, and it is effective as of the date first written.

Client and Event Promoter:

XXXXX

By:

_____ (Signature)

DRMW

By:

DJ / Owner (Title)

SAMPLE ONLY!