

# DJ CONTRACT

This is an AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter referred to as the client, and Ronald Braham/ DJ Ron 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 Ronald Braham/ DJ Ron to provide a DJ service. The services are to be performed at this location:

Venue: \_\_\_\_\_

Address: \_\_\_\_\_


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

2. Ronald Braham/ DJ Ron 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. Ronald Braham/ DJ Ron hereby agrees to render professional services and is at all times to have complete control of the music program.
5. The parties hereby agree that the DJ service shall be provided and accepted on the following date and times of the engagement:  
Date: \_\_\_\_\_  
Start Time: \_\_\_\_\_  
Finishing Time: \_\_\_\_\_
6. The client in consideration of the DJ service to be rendered by \_\_\_\_\_ and the mutual promises contained herein, hereby agrees to pay to Ronald Braham/ DJ Ron the following consideration:

- A non-refundable reservation fee of \$\_\_\_\_\_, is required to secure the services of Ronald Braham/ DJ Ron for the engagement.
- This amount shall be applied toward the performance fee. The performance fee is \$\_\_\_\_\_ for the time frame outlined above.
- Any other extra services are not apart of this agreement.
- DJ Services requested by the client that exceed the time frame above will result in overtime. A rate of \$ 50.00 an hour. Payable the day of the engagement. It may not always be possible to provide overtime, however when feasible, requests for extended playing time will be accommodated.

Client's Initials: \_\_\_\_\_

Date Signed: \_\_\_\_\_

DJ Initials: 

Additional Terms & Conditions

The agreement of \_\_\_\_\_ is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by \_\_\_\_\_ to find replacement entertainment at the agreed upon fees. Should Ronald Braham/ DJ Ron be unable to procure a replacement, the client shall receive a full refund. The client agrees that in all circumstances, \_\_\_\_\_ shall be exclusively limited to an amount equal to the performance fee, and that Ronald Braham/ DJ Ron shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are non-refundable.

No performance on the engagement shall be recorded, reproduced, or transmitted from the pace of performance in any manner or any means whatsoever in the absence of a specific written agreement with \_\_\_\_\_ relating to and permitting such recording, reproduction, or transmission. Pictures and videotapes of the event are permitted for the private use of the contracting party only.

The client and Ronald Braham/ DJ Ron 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 pay \_\_\_\_\_ the amount set forth on page 1 as liquidated damages, plus 6% interest thereon, along with a reasonable attorney's fee.

It is hereby further agreed that the client shall be held liable for any injury or damages to the DJ or any property such as the equipment owned by Ronald Braham/ DJ Ron while on the premises of said engagement. If damage is caused by the client, guests, members of the organization, engagement invites, employees, or any other party in attendance, whether invited or not, the client is responsible to pay for any and all damages.

It is understood that this is a "Rain or Shine" event, and \_\_\_\_\_ compensation is in no way affected by inclement weather. For outdoor performances, the client shall provide overhead shelter for the setup area. Ronald Braham/ DJ Ron reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to their self, 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 cancellations.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Ronald Braham/ DJ Ron, staff, or a threat to the equipment that belongs to Ronald Braham/ DJ Ron, Ronald Braham/ DJ Ron reserves the right to cease performance. If the client is able to resolve the threatening situation in a reasonable amount of time (15 Minutes Max), Ronald Braham/ DJ Ron shall resume performance in accordance to the original terms of this agreement. Payment is mandatory in either circumstance. Ronald Braham/ DJ Ron reserves the right to deny anyone access to any of the equipment.

The client shall provide Ronald Braham/ DJ Ron with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setting up equipment. Ronald Braham/ DJ Ron requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet of the set-up area. This circuit must be free of any other connected devices. Any delay in the performance or damage to equipment due to poor circuits or improper power is the responsibility of the client. Two circuits are preferred where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required.

Client's Initials: \_\_\_\_\_

Date Signed: \_\_\_\_\_

DJ Initials: RB

The client shall provide crowd control if warranted, and furnishing directions to place of engagement. The 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 marshal if necessary (for use of fog).

The client shall at all times have complete control, direction and supervision of the performance second to the DJ. The client expressly reserves the right to control the manner, the means, and details of the DJ's performance. A list of event details and song request lists must be received from the client at least two weeks prior to the date of the engagement for it to be included in the DJ's programming guidelines. With or without the aid of an event plan or music request list, Ronald Braham/ DJ Ron shall attempt to play clients and the clients guests music requests if they are received IN WRITING, or typed, at least two weeks prior to the engagement.

In the event of non-payment, Ronald Braham/ DJ Ron 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 Ronald Braham/ DJ Ron. Client shall be charged \$25.00 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Ronald Braham/ DJ Ron will be ready to perform at the start time and location specified in this contract. No guarantee is made as to Ronald Braham/ DJ Ron time of arrival, however Ronald Braham/ DJ Ron requests that they be permitted 90 minutes before the engagement and 60 minutes after the engagement for setup and breakdown.

Ronald Braham/ DJ Ron also requests ramp or elevator access between the parking or service entrance, and the setup area. If the venue requires setup or breakdown 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 the client or venue requires Ronald Braham/ DJ Ron to complete setup more than one hour before the start time, or to postpone breakdown more than an hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per hour.

Services requiring travel outside of the area will be charged at \$0.50 per mile in excess of 30miles. Engagements in excess of 250 miles will require accommodations for an overnight stay in a local hotel or motel provided by the client. The client will also provide for parking tolls.

By executing this contract as the client, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen years of age, and further, if executing said contract as an 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.

Client's Initials: \_\_\_\_\_

Date Signed: \_\_\_\_\_

DJ Initials: RB \_\_\_\_\_

DJ  
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 and party hereto, or agent, or representative or 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 Tennessee shall govern this agreement. The client agrees to defend, indemnify, assume liability for and hold Ronald Braham/ DJ Ron harmless from any claims, damages, losses, or expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Ronald Braham/ DJ Ron 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. The client may not transfer this contract to another party without the prior written consent of Ronald Braham/ DJ Ron. This agreement is not binding until signed by both the client and Ronald Braham/ DJ Ron. Any changes must be written and signed by both the client and Ronald Braham/ DJ Ron. Verbal agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Ronald Braham/ DJ Ron may elect not to exercise their rights as specified in this agreement. By doing so, Ronald Braham/ DJ Ron 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's Printed Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Client's Phone #: \_\_\_\_\_

\_\_\_\_\_: \_\_\_\_\_