

Custom Sound DJ Entertainment Contract Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_, hereinafter referred to as the Purchaser, and Custom Sound DJ, hereinafter referred to as the DJ. WITNESSETH NOW THEREFORE, in consideration of the promise and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows: 1. The Purchaser hereby engages the DJ to provide a DJ service. The service to be performed at Event Location:

(Venue):\_\_\_\_\_

(Address):\_\_\_\_\_

(Phone #):\_\_\_\_\_ 2. Custom Sound DJ hereby agrees to provide a DJ service for the Purchaser 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. Custom Sound DJ hereby agrees to render his professional services and is at all times to have complete control of his program. 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):\_\_\_\_\_AM/PM Finish Time(s):\_\_\_\_\_AM/PM 6. The

Purchaser 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 retainer fee of \$\_\_\_\_\_ is required to secure the services of Custom Sound DJ for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is \$\_\_\_\_\_ for the time frame outlined above. Services requested that exceed the four-hour time frame will be charged at the rate of \$100.00 per hour, payable the day of the engagement.

Payment will be due in full after initial equipment setup, payment not made at this time will null and void this contract. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. Purchaser Initials \_\_\_\_\_ Custom Sound DJ \_\_\_\_\_

Additional Terms and Conditions The agreement of the DJ to perform 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 Custom Sound DJ to find replacement entertainment at the agreed upon fees. Should Custom Sound DJ be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Custom Sound DJs' liability shall be exclusively limited to an amount equal to the performance fee and that Custom Sound DJ shall not be liable for indirect or consequential damages arising from any breach of contract. The client reserves the right to cancel the need for our service at any time. The client's intent to cancel must be made in writing. Cancellation notice served thirty (30) days or longer prior to the event date will result in a refund of fees paid less the \$100.00 retainer. Cancellation notice served

twenty-nine (29) days or closer to the event date will not afford a refund of any fees paid. Custom Sound DJ may cancel due to illness, acts of God and/or other circumstances beyond our control which prohibit us from honoring the terms of our contractual obligations. In such cases, Custom Sound DJ will refund 100% of all fees paid including the Retainer fee in a timely manner as conditions permit. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatever, in the absence of a specific written agreement with Custom Sound DJ relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only. The Purchaser 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 Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee. It is hereby further agreed that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damages are caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not. It is understood that if this is a "Rain or Shine" event, Custom Sound DJs' compensation is in no way affected by inclement weather. For outdoor performances, Purchaser 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 Custom Sound DJs' staff or any equipment in Custom Sound DJs' possession, Custom Sound DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Custom Sound 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 Custom Sound DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Custom Sound DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment. Purchaser initials \_\_\_\_\_ Custom Sound DJ \_\_\_\_\_ Purchaser shall provide Custom Sound DJ with safe and appropriate working conditions. This includes a 6- foot by 6-foot area for setup and space for setting up speakers and lighting stands. Custom Sound DJ requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 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 DJs' equipment due to improper power is the responsibility of the purchaser. Two

circuits are proffered, where possible. Additional outlets on SEPARATE circuits for lighting are required. Purchaser shall provide crowd control if warranted and furnishing directions to place of engagement. Purchaser 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 Purchaser shall at all times have complete control, direction, and supervision of the performance of Custom Sound DJ at this engagement and the Purchaser expressly reserves the right to control the manner, means, and detail of the performance of the services of Custom Sound DJ. A written event/music planner or music request list must be received from the Purchaser and forwarded to Custom Sound DJ at least two weeks prior to the date of the engagement for it to be included in Custom Sound DJs' programming guidelines. With or without the aid of an event/music planner or music request list, Custom Sound DJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Custom Sound DJ will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement. In the event of non-payment, Custom Sound DJ retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Custom Sound DJ. Purchaser shall be charged \$25 for each bounced check plus a \$10 service charge for each collection notice. This agreement guarantees Custom Sound DJ will be ready to perform at the start time of the engagement. No guarantee is made as to Custom Sound DJs' time of arrival however, Custom Sound DJ requests that they be permitted 1-2 hour(s) before the engagement and 1-2 hour(s) after the engagement for setup and takedown. Custom Sound DJ also requests ramp or elevator access between the parking/ services entrance and the setup area. If the venue requires setup or takedown in less time, or if the 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. If Purchaser or venue requires Custom Sound DJ to complete setup more than two hours before the start time, or to postpone takedown more than an hour after the end time indicated, the additional time will be charged at the rate of \$38 per half-hour. Engagements within the Denver Metro area will not be assessed a travel charge. Service requiring travel outside of this area will be charges a \$1 per mile in excess of 50 miles. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for Custom Sound DJ to be provided by Purchaser. Special provisions & Additional Services Requested \_\_\_\_\_

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Purchaser initials \_\_\_\_\_ Custom Sound DJ \_\_\_\_\_ By  
executing this contract as Purchaser, the person executing said contract, either  
individually, or as an agent or representatives, represents and warrants that he  
or she is 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 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 Colorado shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that the venue shall be in St. Louis County. Purchaser agrees to defend, indemnify, assume liability for and hold Custom Sound DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Custom Sound DJs' 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. Purchaser may not transfer this contract to another party without the prior written consent of Custom Sound DJ. This agreement is not binding until signed by both Purchaser and Custom Sound DJ, and has been received by both parties. Any changes must be written and signed by both the Purchaser and Custom Sound 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. Custom Sound DJ may elect not to exercise their rights as specified in this agreement. By doing so, Custom Sound DJ 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. Purchaser:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
Custom Sound DJ Brian Dew, Owner