

# ***Totally Mobile DJs***

4000 E. Bristol St. Ste 3-250, Elkhart, In. 46514

(574) 337-3600 – www.totallymobiledjs.com

This agreement made between Totally Mobile DJs, hereinafter referred to as “DJ” and \_\_\_\_\_, hereinafter referred to as “Customer”, is agreed upon on this date, \_\_\_\_\_, and is fully valid and binding. Cancellations or changes to this agreement can only be done so in writing and agreed upon by both DJ and Customer by signature upon a duly authorized Cancellation or Event Change form.

## Scope of Services

The Customer and DJ agree that the services for \_\_\_\_\_ Event will be provided by the DJ and that all additional services, products or upgraded add-ons are as follows;

\_\_\_\_\_  
\_\_\_\_\_.

## Cost of Services

It is agreed by both Customer and DJ that the cost of service for the above described Event will be at a cost of, \_\_\_\_\_ which includes the price of any additional services. Products or upgrades listed above. Customer is fully aware that any travel to or from an event that is in excess of 80 miles from the DJs address listed above will cost and additional \$50.00 per 100 miles over and above the first 80 miles of travel. Customer is also aware that this travel charge is not listed in the cost above and will be an additional cost of \_\_\_\_\_. Any event travel in excess of 150 miles from DJs listed address above where such event is scheduled to end after 9:00 P.M. Eastern Standard Time will be subject to a Extended Travel Lodging fee of \$100.00 unless adequate lodging is provided for the DJ by the Customer. The only exception to the travel and lodging fees are if the Customer has purchased an All-Inclusive Event package which already factors in such fees and should be noted in the above section listed under additional services, products or upgraded add-ons. The Grand Total of the Customers Event will be \_\_\_\_\_ after all services, products, upgrades, travel and lodging has been included which is payable via cash, check, money order or credit card no later than **2 weeks prior** to the event date, with a deposit of 50% do when sign contract is delivered.

## Time and Location of Event

Customer states that the time of the event will start at \_\_\_\_\_ on the day of \_\_\_\_\_, and end at \_\_\_\_\_. Customer agrees that DJ shall have access to Event or Venue located at \_\_\_\_\_

\_\_\_\_\_, 2 hours prior to the event for proper equipment setup and sound check and 2 hours after event for tear down and removal of equipment. Customer agrees that this is a rain or shine event and that DJ is not responsible for events outside of his control such as weather, disasters, cancellations by Customer, Venue or other

Vendors or by any "Act of God". Customer agrees that in the event of any of the above issues that DJ is still to be paid or retain any money DJ has received or is owed by the Customer. DJ agrees that in the event that the Event is rescheduled within 30 days of the original date of services, that the DJ will make all reasonable efforts to provide the same services as originally contracted for or show just cause why the DJ can not provide those services on the new date, such as prior contracted booking, illness etc. etc. If DJ can not show just cause why he is unable to perform services on the newly rescheduled date, Customer is due to receive a 50% refund or discount of all previously agreed charges. The remain 50% paid or due is to compensate DJ for time and money spent out of pocket to prepare for original booking date and loss of potential customers on that date.

### Safety of DJ staff and equipment

Customer is aware that for proper performance by DJ and their equipment, that DJ will be provided a space no less than a 15 feet long by 10 feet deep working area located near two (2) 15-20 amp circuit outlets suitable for running DJ's sound and lighting equipment. This shall provide enough room to safely setup such electronic equipment and speakers for performance. In such case that Event is in an outside location, Customer is to provide a minimum of a 10x10 foot covered area with suitable coverage to protect DJ's equipment from weather and direct sunlight. Customer also agrees that if any time DJ feels there is an unsafe or illegal environment that could create a negative issue for the DJ that it is the DJ's right to cease performance, until such issue has been resolved. If such issue has not been resolved within 30 minutes from the time DJ stops his performance, DJ has the right to remove themselves and equipment from the event without penalty.

### Duly Authorized Customer Representative

DJ agrees that during certain events that the contracted Customer(s) might be unavailable to help make decisions or directions during the event and that a Duly Authorized Representative shall be appointed prior to the event to help manage the expectations of the Customer. These representatives shall have limited powers as to the event timeline and performance however, they shall have not duty or obligation on pricing or payments. 2 representatives shall be appointed as a "go to" for the DJ and any disagreements between the 2 representatives regarding the directions of the DJ or Event shall be decided by the person listed as first (1<sup>st</sup>) representative and any conflicts or disagreements by such representatives shall not be held against the DJ and the Customer so agrees to hold DJ harmless for such.

1<sup>st</sup> Representative \_\_\_\_\_ phone # \_\_\_\_\_  
2<sup>nd</sup> Representative \_\_\_\_\_ phone # \_\_\_\_\_

### Customer Contact Information

Customer Name \_\_\_\_\_ Customer Name \_\_\_\_\_  
Customer Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ 2<sup>nd</sup> Phone Number \_\_\_\_\_

## Limit of Liability

Customer agrees that DJ is only responsible for the DJ and DJ staff actions and services. That issues arising from other vendors, guests, customer's family or venue are not the fault of the DJ and therefore hold the DJ harmless and not liable. Any legal issues arising from DJ services brought by the Customer shall be heard in Elkhart County Indiana. Customer agrees that in any legal dispute with the DJ that the DJ is only liable up to 100% of the amount of services paid to the DJ. Customer acknowledges they have been informed that the DJ is a contractor of Totally Mobile DJs which is a dba of Hollowell Services, LLC and any such action is only to be directed at Hollowell Services, LLC and that DJ and DJ staff shall be held harmless. Customer agrees that in the event of any fees due to a returned or stop payment check, or a dispute of credit card charges that customer is liable for the full balance plus fees of \$39 per issue.

## Conclusion of Agreement

It is hereby agreed by both the Customer and DJ that this contract in its entire 3 pages are complete and understood. That the Customer has had ample time to read, review and request changes prior to signing such contract and makes no claims that any verbal agreements have been made that are not included in this contract. Any changes requested are in fact included in this version of the contract and that any and all previous contracts with a date and time are null and void. Customer and DJ further agree that only the names listed at the conclusion of this agreement are responsible for such agreement and any money listed. Furthermore Customer is aware that the DJ is a contractor of Totally Mobile DJs which is a DBA of Hollowell Services, LLC.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
DJ – Totally Mobile DJs

\_\_\_\_\_  
Date                      Time

\_\_\_\_\_  
Date                      Time

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date                      Time