

Smilestones DJ Services, LLC Contract

AGREEMENT made this _____ day of _____, _____ by and between _____, hereinafter referred to as the Purchaser, and "Smilestones DJ Services, LLC" represented by Kevin Summers, 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:

The Purchaser hereby engages the DJ to provide a DJ Service with the following description: playing of pre-recorded, amplified audio songs through powered speakers based on programming designed with and for the Purchaser through a pre-planning consultation. General emcee service via microphone for wedding reception and/or ceremony, to make announcements and facilitate activities based on the timeline developed for and with Purchaser. Dance floor lighting included, unless specifically declined. Includes additional services selected below. Service to be provided at the venue specified in this contract, on the date specified in this contract.

Service Type. Mark one of the following services with checkmark or X:

Wedding reception ONLY (no ceremony) \$1050	Wedding reception AND ceremony \$1300
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Additional Pay Services. Mark applicable services with checkmark or X:

Uplighting - colored stationary lighting for the venue, in the color of the Purchaser's choice \$200	Custom monogram light (payment due upfront with down payment) \$200
Live cello player for ceremony (if available) \$200	LED foam batons for dance floor (30 pieces) \$50
Super bass (additional sub wolfer) \$200	Audio on USB drive \$50

Total Price of Services. Calculate the total price from the selections above, plus any extra costs for example out-of-town travel expenses, and list amount:

Venue and Address. List all applicable locations where service will be performed by the DJ:

Event Date, and Performance Start and Finish Time. List date and times DJ will perform service:

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Special Free Item Offer for Military or Service Personnel. Mark with checkmark or X:

	FREE Uplighting		
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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 non-refundable reservation fee of **\$100 is required within 48 hours of the contractual agreement** (plus \$200 for custom monogram, if this paid addition is selected) to secure the services of DJ for the engagement on the specified date. This amount is considered a down payment and shall be applied toward the Performance Fee. The full Performance Fee, or Wage Agreed-Upon, is listed above as the Total Price of Services. **The balance payment (less the previously-furnished down payment) is due to the DJ on the day before the date of the event occurrence.** Earlier payment is accepted. Acceptable payment methods include cash, check, electronic payment such as Venmo (@smilestonesdj), Paypal (kevin@smilestonesdj.com), and credit card via Square.

In the event of non-payment of the balance by the due date of one day before the wedding, the DJ retains the right to delay or cancel the Performance. If there are extenuating circumstances that the Purchaser makes the DJ aware of, the DJ may agree to continue as planned. In the event of non-payment after the performance is delivered, the 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 the DJ. Purchaser shall be charged \$25.00 for each bounced check plus a \$10.00 service charge for each collection notice.

DJ will make a reasonable attempt to accommodate any adjustments to the above, including providing additional performance time, at no cost to the Purchaser. Such accommodations are not guaranteed. DJ on-site time is not to exceed 12 hours on the date of the wedding.

The Performance is intended for receptions with up to 300 attendees in one location. Higher attendance events may require special consideration to compensate for additional audio and lighting equipment rental, and logistical complexities.

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 the DJ to find replacement entertainment at the agreed upon price. Should the DJ be unable to procure a replacement, DJ will inform the Purchaser immediately via phone and in writing. Purchaser shall receive an immediate full refund. Purchaser agrees that in all circumstances, DJ liability shall be exclusively limited to an amount equal to the performance price and that the DJ shall not be liable for indirect or consequential damages arising from any breach of contract.

Pictures and video of the DJ's performance taken by anyone besides the DJ or DJ's assistant at the event are permitted for the private use of the Purchaser only. No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with the DJ relating to and permitting such recording, reproduction, or transmission. Pictures or video of the performance taken by the DJ may be used in marketing material.

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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. Additional damages incurred such as attorney fees may be required from the Purchaser. 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 damage is caused by Purchaser or guest, members of Purchaser's 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, DJ compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area unless otherwise agreed. The DJ reserves the right, in good faith, to postpone 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 the DJ or any equipment in the DJ's possession, the DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (15 minutes), 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 DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide DJ with safe and appropriate working conditions. This includes a minimum 10-foot by 6-foot area for setup and equipment housing. For audio equipment, DJ requires a minimum of one standard 15-20-amp circuit outlet from a reliable power source within 30 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads (dedicated). Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the Purchaser. 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 agrees to be responsible for any damages to the DJ's equipment, including theft of equipment while in service of the Purchaser's event, and shall work with the DJ to provide reasonable compensation agreed to by both parties based on the nature of the damage or theft.

The Purchaser shall at all times have complete control, direction and supervision of the performance of the DJ at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of the DJ.

A written event/music planner or music request list must be received from the Purchaser and forwarded to DJ at least 30 days prior to the date of the engagement for it to be included in the DJ's audio programming guidelines. With or without the aid of an event/music planner or music request list, the DJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections made inside of 30 days from the event are unavailable.

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The Purchaser agrees to provide to the DJ a testimonial or review such that the DJ can use in marketing materials as a referral of the DJ Services.

This agreement guarantees that the DJ will be ready to perform at the start time of the engagement. No guarantee is made as to the DJ's time of arrival; however, DJ requests that they be permitted at least 120 minutes before the start of the event for setup, and 90 minutes after the engagement for breakdown. DJ also requests ramp or elevator access between the parking/service entrance and the setup area if there are multiple levels. If not available, additional setup and breakdown labor may be charged at the rate of \$50.00 per hour. If the venue requires setup or takedown in less time, additional labor may be charged at the rate of \$50.00 per hour. If Purchaser or venue requires DJ to complete setup more than one hour before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time may be charged at the rate of \$50.00 per hour.

Engagements in Greater Cincinnati, generally considered within 30 miles of downtown Cincinnati will not be assessed a travel charge. This includes the following counties: Brown, Butler, Clermont, Clinton, Hamilton, Warren, Boone, Bracken, Campbell, Gallatin, Grant, Kenton, Mason, Pendleton, Dearborn, Franklin, Ohio. Services requiring travel outside of this area will be charged at the current IRS mileage rate (\$0.56 per mile at the time of this revision) for driving, calculated from the DJ's home in Mason, Ohio. Weddings in excess of 200 miles from the DJ's home in Mason, Ohio will require accommodations for an overnight stay in a local hotel; the Purchaser shall provide compensation for reasonable and safe accommodations for the DJ, typically in the range of \$100 and \$150 depending on available rooms and the city of the event.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, 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 Ohio shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Cincinnati, Ohio. Purchaser agrees to defend, indemnify, assume liability for and hold the DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the DJ's 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 the DJ. This agreement is not binding until signed by both parties (Purchaser and DJ) and the DJ has received it. Any changes must be written and signed by both the Purchaser and the 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.

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The DJ may elect not to exercise their rights as specified in this agreement. By doing so, the 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 Name and Purchaser Address / Place of Residence:

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Purchaser Phone Number(s) and Email Address:

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Purchaser Signature:

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“Smilestones DJ Services” represented by Kevin Summers

Signature: 

Contact Info:

Kevin Summers
5624 Glen Brook, Mason, Ohio, 45040
(513) 461-2345
Kevin@smilestonesdj.com

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