



# DJ SPIKES

## CONTRACT FOR DJ SERVICES

This Contract for Services is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ of (collectively the "Parties"). NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, \_\_\_\_\_ hires JSPIKESPRODUCTIONS, and agrees to provide Disc Jockey services ("DJ" services) to \_\_\_\_\_ under the terms and conditions hereby agreed upon by the parties: Services shall consist primarily of providing musical entertainment by means of a music format

**1. DESCRIPTION OF SERVICES.** \_\_\_\_\_ hereby agrees to engage JSPIKESPRODUCTIONS to provide \_\_\_\_\_ with DJ services (collectively, the "Services") to be performed at the following event(s):

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location \_\_\_\_\_

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### 2. PERFORMANCE OF SERVICES

JSPIKESPRODUCTIONS shall arrive at the event location one hour before the starting time to set-up and conduct sound check. JSPIKESPRODUCTIONS's playlist shall have an unlimited playlist of songs from both latest and old classics. JSPIKESPRODUCTIONS shall incorporate guest's requests into the playlist unless otherwise directed by \_\_\_\_\_. Music shall be played without any breaks unless requested by \_\_\_\_\_. Time is of the essence. Requests for extended playing time beyond the agreed-upon hours of service shall be accommodated if feasible. JSPIKESPRODUCTIONS shall be familiar with indoor and outdoor set-up and sound mixing. JSPIKESPRODUCTIONS shall provide multi-color lighting for a ball room effect. JSPIKESPRODUCTIONS shall have a good quality microphone and sound system.



**3. TERM.** \_\_\_\_\_ and JSPIKESPRODUCTIONS agree that this Contract between the Parties is for Services that shall commence on the above date and complete on November 26, 2018. The Contract may be extended and/or renewed by agreement of all Parties in writing thereafter.

**4. PAYMENT.** \_\_\_\_\_ agrees to pay JSPIKESPRODUCTIONS, in consideration of the Services contracted for, the sum of \$ \_\_\_\_\_, with a \$200.00 non-refundable retainer fee due upon signature of this Contract and the remaining balance to be paid \_\_\_\_\_. Payment shall be made to Jamal L. Spikes a association of JSPIKESPRODUCTIONS Any Services requested that exceed the contracted time period and which are granted by JSPIKESPRODUCTIONS will be charged at the rate of \$50.00 per hour.

**5. CANCELLATION POLICY.** All retainer fees are non-refundable. Cancellation of this Contract by \_\_\_\_\_ which is received in writing or by phone more than 30 days prior to the event will result in a refund of any monies paid, less the retainer fee. Cancellation of Services received less than 30 days prior to the event obligate \_\_\_\_\_ to make full remaining payment of the total fees agreed upon. If cancellation is initiated by JSPIKESPRODUCTIONS all monies paid to JSPIKESPRODUCTIONS from \_\_\_\_\_ shall be fully refunded INCLUDING retainer fee. Any refund shall be paid out at month's end.

**6. WARRANTY.** JSPIKESPRODUCTIONS 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 JSPIKESPRODUCTIONS's industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to JSPIKESPRODUCTIONS on similar projects.

**7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract: 1: The failure to make a required payment when due. 2: The insolvency or bankruptcy of either party. 3: The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency. 4: The failure to make available or deliver the services in the time and manner provided for in this contract.

**8. REMEDIES.** 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. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 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.



**9. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**10. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**11. 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.

**12. 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.

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

**14. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.

**15. NOTICE.** Any 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 in writing.

**16. 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.



**SIGNATORIES.** This Agreement shall be signed on behalf of client and on behalf of JSPIKESPRODUCTIONS by DJSPIKES, CEO and effective as of the date below written. I understand & agree this is a legal document.

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Client Name/Signature

Date

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Disc Jockey Name/Signature

Date

