

DJ SERVICE AGREEMENT



Date of Event/
Event Type:

Name or
Organization:

Address:

City/State/Zip:

Location of Event:

Start Time:

End Time:

Email:

Best Phone Number to contact you:

cell

Second Contact Number:

home/cell /work

Client agrees that Preferred DJ, Inc. (hereinafter "Preferred DJ"), shall provide professional disc jockey services and related services for Client's event on the above date to the best of its abilities, and agree as follows with respect thereto:

- 1. Entire Agreement:** This is a binding Agreement which incorporates the entire understanding of Preferred DJ and Client. Any modifications must be in writing and be signed by both Preferred DJ and Client.
- 2. Fee, Deposit, and Payment:** Client agrees that it will pay to Preferred DJ \$_____ ("Total Amount") for Preferred DJ's services for Client's event ("the Event"). Client shall reserve the time and date of Preferred DJ's services by signing and returning this Agreement fully filled out and signed along with a non-refundable deposit equal to 25% of the Total Amount \$_____ (hereinafter "Deposit"). The Deposit is to be paid at the time of signing this Agreement and neither date nor time is reserved without Preferred DJ's receipt of both Deposit and this Agreement. The Deposit will be applied to the Total Amount. The balance of the Total Amount is due to Preferred DJ 14 days prior to the date services are to be performed. In the event Client fails to remit payment of the Total Amount as specified, Client will be in Default of this Agreement. In case of such Default of Client, Preferred DJ shall not perform its services at the Event and Preferred DJ shall have no further obligation to the Client and shall retain any monies already paid to Preferred DJ by Client, including the Deposit.
- 3. Preferred DJ's Responsibilities:** One or two DJ(s) will be supplied for the Event at Preferred DJ's discretion. In case of emergency, Preferred DJ reserves the right to obtain replacement DJ(s) if the assigned DJ(s) is/are unable to attend for any reason, at which time Client will be notified as soon as possible. In the event the replacement DJ(s) is/are obtained by Preferred DJ for a lower price than the assigned DJ(s), the Client will be reimbursed the difference in cost. In the event Preferred DJ is unable to provide DJ(s) for the Event, Preferred DJ will make every attempt to secure a replacement DJ service of comparable quality for the Event. If Preferred DJ is unable to provide any DJ(s) for the Event due to no fault of Client, Client will be provided with a full refund. This refund will be no greater than payment already received by Preferred DJ under this Agreement. Preferred DJ will supply all necessary equipment and DJ(s) to perform ("Equipment"). Equipment may include sound equipment and dance floor lights, however, Client may choose to opt out of Preferred DJ's use of dance floor lights. Preferred DJ reserves the right to forego lighting during outdoor and/or daytime events.
- 4. Client's Responsibilities:** Client will supply Proper Shelter, Proper Electricity and Safe Conditions (as defined below) that in no way endanger the DJ(s) or their Equipment. 1) Proper Shelter includes, but is not limited to: Equipment must be either indoors or under an alternate form of shelter that completely protects the Equipment from direct sunlight and all forms of precipitation, including sprinklers. 2) Proper Electricity: Fuses and wiring must be sufficient for the DJ(s) to run their Equipment. Preferred DJ is not responsible if the power is disturbed or goes out at any time. 3) Safe Conditions: For purposes of this Agreement, "Guests" are any persons in attendance at the Event, including Client, who are not employees of Preferred DJ. Neither Preferred DJ nor the DJ(s) are responsible for any Guests or any injuries that may occur to Guests, including, but not limited to Guests walking near wires, setting drinks or food on or near the Equipment, being under the influence of alcohol, knocking the Equipment over, or otherwise causing damage to the Equipment in any way.
- 5. Liability:** Preferred DJ is not liable for accidents, damage, or any other monetary obligations incurred from the actions or behaviors of Guests. Preferred DJ is also not liable for any injuries incurred by Guests due to lighting, special effects, wires or audio equipment. If Client knows of Guests with certain health concerns, Client can request that certain Equipment not be used by the DJ.
- 6. Events Lasting More Than Four Hours:** Client agrees that if the Event should last four (4) or more hours, Client must provide a meal for each DJ, which includes at least one entrée, one side-dish, and water and/or non-alcoholic beverages throughout the Event.
- 7. Events Exceeding the Expected Duration:** If the Event exceeds the allotted time under this Agreement, the Client may secure Preferred DJ's services at a rate of \$75.00 per hour or \$50.00 per half hour. Client must tender this payment to the DJ(s) before they will continue to render services past the time stated in this Agreement.

8. Cooperation and Behavior: It is Client's responsibility to ensure the appropriate behavior by Guests towards the DJ(s). The DJ(s) will not tolerate inappropriate, hostile, threatening, inebriated or offensive behavior. In the event the DJ(s) are subjected to behavior that results in damage to Equipment, the Client will be responsible for replacement costs of the Equipment and reasonable costs incurred as a result of the damage. In the event that the DJ(s) are subjected to behavior which may cause foreseeable harm, the DJ(s) will adhere to the following process: First Offense: DJ(s) will issue a verbal warning to the Client; Second Offense: the Client will cause the offending Guest to leave the Event; Third Offense: DJ(s) will discontinue work and leave the Event.

In such instance, Preferred DJ will not be liable for failure to complete the Event or be liable for damages from the loss of the DJ(s)' work, or other loss. Preferred DJ will also not be liable to reimburse Client for monies paid hereunder.

9. Force Majeure: Preferred DJ will not be liable for any failure or delay in performance under this Agreement to the extent such failures or delays are proximately caused by circumstances beyond Preferred DJ's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, failure of suppliers or subcontractors, power failures, sickness or illness of Preferred DJ or the DJ(s)' principal or family members or employees, and other like events that are beyond the reasonable anticipation or control of Preferred DJ to substantially meet its performance obligations under this Agreement.

10. Rights of Termination: In the event of changes to the agreed circumstances or other factors which tend to circumvent the policies contained herein, Preferred DJ may invoke a right to termination of this Agreement. Preferred DJ's termination may result from, but is not limited to, lack of cooperation by Client or Client's agents, changes in locations or timing, missed appointments or late payments. In this case, no fees will be returned to Client.

11. Legal Fees, Costs and Remedies: Client is responsible for all legal fees and costs incurred by Preferred DJ in enforcing the terms of this Agreement, and in collecting any amounts due hereunder, including interest at the rate of 1.5% per month, with or without suit or legal process. If Client commits a Default or breach of any of the provisions of this Agreement (fails to perform its duties hereunder), Preferred DJ shall have a right to specific performance and money damages, each remedy being independent of each other, and each of which shall be severally enforceable, and all of which shall be in addition to and not in lieu of, all other rights and remedies available to Preferred DJ.

12. Miscellaneous Provisions:

A. **Forum and Venue:** The Parties agree that the forum, jurisdiction and venue for any dispute arising under this Agreement shall be in the Livingston County Circuit Court or the Fifty-Third District Court in Livingston County, Michigan, depending upon the relief sought.

B. **Saving Clause:** In the event any provision of this Agreement is found to be void or voidable for any reason whatsoever, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision of this Agreement was deleted. In the event any provision of this Agreement is found to be unreasonable by a court of competent jurisdiction, the provision shall be applied so as to be reasonable in its application by the court.

C. **Joint Agreement:** The Parties hereby warrant and represent that this Agreement was prepared jointly by the Parties and any ambiguity in any construction hereof shall not be construed against one Party and in favor of the other Party.

D. **Model Release:** Preferred DJ may use photos from your event for promotional purposes, unless this box is checked

E. **Amendments:** This Agreement may be amended at any time by the Parties in writing.

F. **Notice:** Any and all notices shall be given in writing by first class mail, and shall be considered as given when mailed to the other Party at the address appearing on page 1 of this Agreement.

G. **Waiver in General:** A failure by a Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or any other covenant, duty, agreement, or condition, or any subsequent breach or any other covenant, duty, agreement, or condition.

If you agree to all of the terms of this contract, please sign below. This contract is only valid with the following:
1) The signature of your DJ, or Emilie Breuer, president of Preferred DJ 2) Your signature, and 3) Your cleared deposit check.

Responsible Party Signature & Date

DJ Signature / Preferred DJ, Inc.

Date

CONTRACT #:	
CEREMONY	\$
RECEPTION	\$
DISCOUNT:	
TOTAL AMOUNT:	\$
DEPOSIT w/ DATE PAID:	\$
BALANCE DUE:	\$

RETURN COMPLETED CONTRACT TO: Preferred DJ Inc. 323 S. Truhn Rd. Fowlerville, MI 48836

Once received a signed copy will be mailed to you for your records.

If you have any questions or concerns please contact

Preferred DJ at 734 564-2318 10:00 am - 6:00 pm

or email at **partywithemilie@gmail.com**

Preferred DJ, Inc.:

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