

ONDAGO DJ Entertainment – DJ Service Contract

**DJ SERVICE AGREEMENT
(SPECIFIC TERMS)**

THIS DJ SERVICE AGREEMENT (this “Agreement,” which term shall include the following Specific Terms and the “General Terms” (attached hereto as Attachment A) of this Agreement) is made as of this _____ (the “Effective Date”), by and between _____ (the “DJ”), _____ (the “Client”). Capitalized terms used, but not otherwise defined, in the Specific Terms shall have the meaning ascribed to such term in the General Terms.

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

- A. The Client desires to hire the DJ to perform the Services.
- B. The DJ hereby agrees to perform the Services in accordance with, and subject to, the terms set forth in this Agreement.

NOW, THEREFORE, the DJ and the Client hereby agree as follows:

EVENT LOCATION:

EVENT DATE:

EVENT START AND END TIMES:

EVENT TYPE:

AGREED COST: \$ X,XXX.00 (Minimum deposit of 50% the agreed cost is required to secure booking)

**DJ SERVICE AGREEMENT
(GENERAL TERMS)**

The DJ and the Client agree to the following General Terms, which are incorporated by reference into the Agreement (capitalized terms used, but not otherwise defined, in the General Terms shall have the meaning ascribed to such term in the Specific Terms)

1. Services. On the Event Date & Time, the DJ shall perform the “Services” at the Event Location. The Services shall include: (i) the DJ providing musical entertainment by means of a recorded music format; and (ii) the use (and setup) of all necessary electronic equipment and lighting. In the provision of the Services, the DJ and the DJ’s employees, staff, and hired contractors shall conduct themselves in a professional manner at all times. The DJ shall be ready to perform the Services at the Start Time. Although the DJ does not guarantee the DJ’s time of arrival to the Event Location, the DJ hereby requests access to the Event Location at least 60 minutes before the Start Time and 60 minutes after the End Time for setup and takedown. For purposes of this Agreement and the DJ’s provision of the Services, the DJ shall be considered an independent contractor and not an agent or employee of the Client.

1.1 Music Planner and Request List. As part of the Services, the DJ shall play music in accordance with a “Music Planner and Request List” that has been agreed to by the DJ and the Client, if applicable. The Client shall provide the DJ with a proposed copy of the Music Planner and Request List at least two weeks prior to the Event Date (and the DJ shall make a reasonable effort to have the music selections contained in such Music Planner and Request List available on the Event Date). In the event that a Music Planner and Request List has not been agreed to by the DJ and the Client, then the DJ shall make reasonable efforts to play the Client’s and the Client’s guests’ music requests, provided the DJ shall not be held responsible if certain music selections are not available.

2. Payment:

2.1 Non-Refundable Deposit. On or before the Effective Date of this Agreement, the Client shall provide the DJ with the Non-Refundable Deposit. The Non-Refundable Deposit shall be: (i) applied towards the Client’s payment of the Services Fees & Expenses; and (ii) non-refundable, subject to the terms of this Agreement.

2.2 Services Fees & Expenses. Prior to setup on the Event Date, the Client shall promptly pay to the DJ an amount equal to the unpaid balance of the Services Fees & Expenses. Notwithstanding the foregoing, if the Event Location is located beyond 110 miles from the Anchorage borough, then the Client shall promptly pay to the DJ an amount equal to the unpaid balance of the Services Fees & Expenses at least one day before the Event Date. The Client shall promptly pay the DJ upon request any portion of the Services Fees & Expenses not already paid by the Client. The Client shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice. The Client will be held responsible for all collection costs incurred by the DJ in connection with this Agreement.

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3. Agreements by Client:

3.1 Representations. The Client hereby represents, warrants and covenants to the DJ that: (i) the Client has the legal right and power to: (a) enter into this Agreement; and (b) use the Event Location on the Event Date & Time; (ii) the Client's entering into this Agreement, and the provision of the Services by the DJ, shall not in any way violate or breach any applicable laws, ordinances or regulations, or the terms of any third party agreements; (iii) the Client shall plan and provide for any and all reasonable and/or necessary safety and security measures during the DJ's performance of the Services at the Event Location, so that (a) the Client's invitees, licensees (including the DJ and the DJ's employees, staff, and hired contractors), staff, employees, and other persons at the Event Location, and (b) the property and equipment located at the Event Location (including the DJ's property and equipment), shall remain safe and secure during the DJ's performance of the Services; and (iv) as between the Client and the DJ, the Client shall be solely responsible for the planning and the provision of any and all reasonable and/or necessary safety and security measures during the DJ's performance of the Services at the Event Location.

3.2 Working Conditions. The Client shall provide the DJ with safe and appropriate working conditions. This includes: (i) a ramp or elevator access between the parking/service entrance and the setup area at the Event Location; and (ii) at least a 6-foot by 6-foot area for setup, and additional space for setting up speakers and lighting stands, as applicable. The DJ also requires a minimum of one 15–20 amp circuit outlet from a reliable power source within 50 feet (along the wall) of the setup area. This circuit must be free of all other connected loads. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. The DJ shall not be held liable or responsible for any delay in the provision of the Services due to improper power. The Client shall provide crowd control if warranted; and furnishing the DJ directions to the Event Location. The Client is responsible for paying any applicable charges imposed by the Event Location (including, without limitation, charges for parking, use of electric power, and fire marshal if necessary (for use of fog)).

3.3 No Recording. Except as otherwise agreed in advance and in writing, the Client shall not record, reproduce, or transmit the DJ's provision of the Services from the Event Location, in any manner, or any means whatsoever. Notwithstanding the foregoing, on the Event Date, the Client may have pictures and videotape of the Event Location and related activities for the private use of the Client only.

3.4 Indemnification. To the extent resulting from or arising out of the negligent acts or omissions or willful misconduct or breach of this Agreement by the Client or the Client's invitees, licensees (not including the DJ and the DJ's employees, staff, and hired contractors), staff, employees, or other persons at the Event Location, the Client agrees to fully and promptly indemnify, defend and hold harmless the DJ (including the DJ's employees, staff, and hired contractors) from and against all claims, actions, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages (including, without limitation, damages to the DJ's property and/or equipment), injuries, obligations, or liabilities by or to any person or party.

4. Cancellation. The DJ and the Client agree that this Agreement is not subject to cancellation unless both parties have agreed to such cancellation in writing. Notwithstanding the foregoing, the Client shall have the right to cancel this Agreement, subject to the following "Cancellation Fee": (i) in the event that the Client provides the DJ with at least 21 days (from the Event Date) prior written notice of cancellation, then the Client agrees (a) that the Non-Refundable Deposit shall be automatically forfeited, and (b) to promptly pay the DJ the amount of any non-refundable Lodging Expense, as applicable; and (ii) in the event that the Client provides the DJ with less than 21 days (from the Event Date) prior written notice of cancellation, then the Client shall promptly pay the DJ an amount equal to (a) 50% of the Package Price, plus (b) the amount of any non-refundable Lodging Expense, as applicable, and less (c) the amount of the Non-Refundable Deposit. The DJ and the Client agree that it is impossible/impractical to determine the exact damages to the DJ for the Client's cancellation of this Agreement, thus the DJ and the Client agree that the Cancellation Fee is reasonable and is accepted as the amount of liquidated damages. In the event of cancellation by the Client, the Cancellation Fee shall be the sole remedy of the DJ against the Client (and the Client shall not be liable to the DJ for any other fees or expenses under this Agreement).

4.1 Weather. For outdoor performances, the Client shall provide overhead shelter for the setup area. The DJ reserves the right, in good faith, to stop or cancel the Services should the weather pose a potential danger to the DJ (or the property of the DJ), or anyone else. The DJ shall make every effort to continue the Services; provided, however, that safety is paramount in all decisions. In the event of cancellation of the Services due to inclement weather, the DJ's compensation under this Agreement will not be affected by such cancellation.

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4.2 Threatening Situation. In the event of circumstances reasonably deemed by the DJ to present a threatening situation (including an implied threat of injury or harm) to the DJ or the property of the DJ, the DJ reserves the right to cease the provision of the Services. If the Client is able to resolve such threatening situation in a reasonable amount of time (maximum of 15 minutes), then the DJ shall resume the performance of the Services in accordance with the terms of this Agreement. The Client shall be responsible for payment of the Services Fees & Expenses in full, regardless of whether the threatening situation is resolved and/or the DJ resumes the performance of the Services. In addition, in order to prevent damage to the property of the DJ or liability arising from accidental injury to any individual, the DJ reserves the right to deny any person access to the property of the DJ.

5. Miscellaneous Provisions:

5.1 In the event the DJ is prevented from the performance of any act required hereunder by reason of accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the DJ, then all reasonable efforts will be made by the DJ to find replacement entertainment at the agreed upon fees contained in this Agreement. Should the DJ be unable to procure a replacement (or the Client does not approve such replacement), the Client shall receive a full refund of all amounts paid under this Agreement (including the Non-Refundable Deposit). The Client agrees that in all circumstances, the DJ's liability shall be exclusively limited to an amount equal to the Services Fees & Expenses and that the DJ shall not be liable for indirect or consequential damages arising from any breach of this Agreement.

5.2 All Attachments are an integral part of this Agreement. This Agreement (including the Specific Terms and the General Terms) contains the entire agreement between the DJ and the Client and no statement, promises, or inducements made by any party hereto, or agent or representative of either party hereto, which are not contained in this Agreement, shall be valid or binding. In the event of a conflict or inconsistency between the terms of the Specific Terms and the terms of the General Terms, then the terms set forth in the Specific Terms shall prevail and take precedence over any conflicting or inconsistent terms set forth in the General Terms. This Agreement shall not be enlarged, modified, or altered, except in a writing signed by both the DJ and the Client. If any part of this Agreement is illegal or unenforceable, the remaining provisions of this Agreement will remain valid and enforceable. All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. This Agreement may not be assigned by either party without the written consent of the non-assigning party. Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

5.3 The laws of the State of Alaska shall govern this Agreement. In the event of suit involving or relating to this Agreement, the parties agree that venue will be within the vicinity of the Anchorage Borough. In the event that a civil action arises in an effort to enforce any provision of this Agreement, the losing party shall pay the attorneys' fees and court costs of the prevailing party. Any written notices are required to be provided hereunder shall be sent to the addresses set forth below, unless otherwise specified in writing by the other party.

By signing below, (i) the Client is hereby acknowledging receipt of the foregoing General Terms, and (ii) as of the Effective Date, the DJ and the Client each agrees to be bound by the terms of the General Terms, together with the terms of the Specific Terms.