

Contract

For

Grand Event DJ's

1. Parties: This agreement is between: _____ ("Purchaser") and Grand Event Disk Jockeys (GEDJS) for Entertainment services of one (1) ("DJ") as described below.

2. Event:

Event type: _____ Location ("venue"): _____
Date of event: _____ Building/room: _____
Hours & Price: _____ If quoted a different price by us,
Please type it in. Address: _____
Start Time: _____ **Extras:** _____ C/S/Z: _____
(For changes in time, please refer to section 5b.) Can be left blank & added later Contact person: _____
Ceremony: _____ Extras: _____ Mileage Charge: _____

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3. Grand Event Disk Jockeys (GEDJ) Responsibilities: Purchaser shall at all times have complete control, direction, and supervision of performance. Purchaser expressly reserves the right to control the manner, means, and details of performance within reason. A written event/music planner or music request list may be received by Grand Event DJ's at least two weeks prior to the date of performance in order to be included in the programming guidelines. With or without the aid of an event/music planner or music request list, DJ shall attempt to play Purchaser and Purchaser's guests' music requests, but shall not be held responsible if certain selections are unavailable. Grand Event DJ's will make an extra effort to have music requests available if they are received by the DJ or GEDJS in writing at least two weeks prior to performance or received via email or by filling out the form at: www.prodiskjockeys.com not later than 10 days before the event day. Changes to the song lists can be made after the 10-day deadline, but Grand Event DJ's does not guarantee the changes. Music and details submitted within 2 days of the event date listed will not be included in the programming.

4b. Access. If access is limited and no elevator or ramp is provided, Grand Event DJ's may elect to charge for delivery of materials in the amount of \$25 payable before the start of the event. The DJ is not responsible for creating, making, altering the establishment in any way to get his equipment into the building or property. Purchaser is responsible for the notification to Grand Event or the DJ of any unusual circumstances pertaining to access into the venue or location. Failed notification of unusual circumstances may lead to delayed set up or start times, additional charges (listed above), and Purchaser will not hold the DJ or GEDJS responsible for delayed setup or start times due to limited access. GEDJ, the DJ, or authorized representatives can not be held responsible for damage to lawns or other soft-scape areas when permitted by venue or home owner to drive, walk, or use any means to gain access to set-up or performance area.

4c. Requirements of venue or establishment. Purchaser will provide the DJ or GEDJS with an appropriate working environment. This includes but is not limited to: a standard 120-volt grounded 3-prong outlet with at least 15 amps available, from a reliable power source within 25 feet of the set-up area; a facility that COMPLETELY COVERS and PROTECTS the DJ's equipment and materials from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); crowd control if warranted; and directions to venue, FREE parking, and FREE admittance into the venue. GEDJs cannot guarantee venue or facilities electrical condition or performance (i.e. Bad wiring, improper circuitry, improper electrical connections). A proper table with décor as the main area is required unless otherwise agreed to. Parking and other venue fees (if any) MUST be paid to the DJ BEFORE the performance starts. If no payment is made, you agree that the DJ will not start until all fees are paid. You further agree not to hold GEDJs or the DJ accountable for any damages or lost time due to a delayed performance mentioned above. GEDJs will not refund any partial or full payment due to non payment of fees. Purchaser is responsible for all venue policies, agreements, & guidelines (see section 4f.).

4d. Damage to property. Purchaser will take reasonable steps to protect the DJ's equipment, materials, and personnel during performance, setup and takedown. Any damages incurred due to lack of reasonable protection on Purchaser's part (except in the case of gross negligence or willful malfeasance by the DJ) will be payable by Purchaser to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment. THIS INCLUDES improper voltage if deemed by a professional licensed reputable equipment repair specialist. GEDJs and any representative of the company has the right to request that a guest/patron to be removed from the area if he/she feels that their equipment or self may be harmed. You agree to remove the individual(s) promptly. If the individual(s) aren't removed, the DJ may stop performance partially or indefinitely. You agree to hold GEDJ company, personell, or DJ harmless of any consequences physically or financially if the DJ declairs an individual(s) are a threat. You agree to the DJ's immediate, professional decision.

4e. Purchaser is responsible for all charges & policies imposed by venue or other. These charges may include, but are not limited to, parking, use of electric power, elevators, fire marshal, security, and the time before and after performance used by the DJ for setting up and taking down equipment. The DJ or GEDJS does not sign "agreements" (or the likewise) of venue policies after signing our contract.

4f. Venue or property requirements. Venue and or property requirements MUST be presented before any contract is signed, otherwise, the DJ or

GEDJS can NOT be held responsible. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays that occur because of failure to comply with this provision unless contract is signed by the venue and/or GEDJs hired by the venue.

5. Time, Payment, & Tips. The total amount for the ("Event Fee") is \$. Purchaser shall pay a non-refundable Reservation Fee (unless otherwise stated) upon signing this agreement. Additional funds paid are credited. Total reservation Fee for your event is \$. Event Fee due will be reduced by the paid amount of the Reservation Fee. The total amount due after paid reservation fee is \$. The Purchaser shall pay GEDJs any balance due no later than ten (10) days before the event. If a payment in full isn't made by the 10 day deadline, GEDJs may elect to cancel the event. You may not get a notice of late payment. Payments accepted within the 10 day period will be considered late and a \$35 late fee applies. Any late payment must be made BEFORE the day of your event. Failure to make payments in the time frame above will result in no performance. The Purchaser agrees not to hold the DJ or GEDJs responsible for any damages if no performance is started due to non payment in the guidelines listed above. No "credits" or extra time to pay will be accepted. Payments may be taken over the phone by GEDJ staff for a convenience fee of \$7.50. DJ gratuity amounts are suggested at the rate of any restaurant service tip and paid directly to the DJ on the day of.

5b. Start & Stop Times. Event fee applies only to a guaranteed start time as specified above, or agreed up to 10 days before event date, and through final hours chosen. Time changes can not be made within 10 days of event date. Time changes made after the 10 day deadline will not be accepted. If a different stop time or extended play on the day of the event is requested over the hours specified, Purchaser & the DJ may mutually agree to extend the performance beyond the time specified above provided the event DJ and the Purchaser both agree on a final end time. The DJ is not required to continue play after the specified hours chosen and will do so at their own discretion. Purchaser is required to pay the DJ for the extra time set by the DJ and paid directly to the DJ. Overtime must be cleared through the venue's manager or authorized personnel prior to the extended playing times. This must be arranged by the Purchaser 1/2 hour before the scheduled end time of the event. If all is agreed to extend the time, the DJ shall continue playing at his/her discretion and may stop for any reason with notice to the Purchaser prior to time stopped. All provisions of this agreement will apply during any extension of performance. For event time extensions cut short on the day of the event, there will not be a refund for the difference. Extended time payment is NOT in lieu of tip to the DJ. Tip is additional.

5c. In the event of non-payment or incomplete payment, GEDJs will retain the right to attempt collection through the court system at any time. Purchaser will be held responsible for all court fees, legal fees, and collections costs incurred by GEDJs. Purchaser shall be charged \$40 for each bad payment, in addition to a \$35 service charge for each collection notice (this includes email notices). Non payments set by the specified time above (section 5), is considered a cancellation of your event by contract signer & Section 6. termination is applied. ALL payments MUST be made via our web site unless otherwise agreed to by GEDJs. A convenience fee may apply for payments taken over the phone as referenced in Section 5.

6. Termination. This agreement cannot be canceled except by mutual written consent of both Purchaser and GEDJs. If cancellation is initiated by the Purchaser in writing and agreed to by GEDJs in writing from the date the contract was signed up to 180 days (6 months) before the event date, Purchaser will be required to pay 1/2 the remainder of the Event Fee. If Purchaser cancels between the 180 day (6 month) period and the event date, Purchaser will be required to pay the remainder of the Event Fee less the amount of the non refundable reservation fee. The reservation fee is non refundable in any circumstance. Purchaser shall be obligated to make full payment of the total Event Fees as described in Section 5a of this contract. All fees are to be paid within 7 days of cancellation. If fees are not paid within 7 days, Section 5c will be in effect.

6b. Date termination or switching of dates. If Purchaser chooses to switch their event date, the new date is subject to availability. Purchaser will not hold GEDJs responsible for dates already contracted with another Purchaser for the new date. If the new date has a higher pricing difference at the time of the switch request, Purchaser will be responsible to pay the difference in Event Fees. If a new date request is NOT available, and purchaser doesn't choose an available date with GEDJs, section 6a (termination) is in effect. If an event date is moved within 180 days of the original event date, and is available, Purchaser is responsible to pay a \$100 fee in addition to the Event Fee for lost event placement of that date. Payment is due 10 days after date approval. Fee is due immediately upon acceptance of the new date before the new date is reserved. Failure to pay the fee will result in cancellation (6a) of this contract. All provisions of this contract are in full effect for the new date.

6c. This agreement shall be excused by detention of DJ by extreme sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond the DJ's control. If any other circumstances arise, the DJ & GEDJs will make all reasonable efforts to find a replacement DJ at the agreed-upon fees. Should the DJ or GEDJs be unable to procure such a DJ, Purchaser shall receive a full and prompt refund of all fees paid, including Reservation Fee. Purchaser agrees that under all circumstances, the DJ and GEDJs liability shall exclusively be limited to an amount not to exceed the total Event Fee, and the DJ and GEDJs shall not be liable for indirect or consequential damages arising from any breach of contract.

7. Miscellaneous. Purchaser may not transfer this contract to any other party without the prior written consent of GEDJs. Purchaser agrees not to copy or alter the contract in any fashion. This agreement is non binding until received and signed by GEDJs along with the correct amount for the reservation fee unless otherwise noted. Any changes must be written and signed by both Purchaser and GEDJs. 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. GEDJs will not exclusively work with a wedding planner/coordinator without the planner/coordinator addendum signed per reference of section 3 of this contract. Purchaser will not hold GEDJs responsible if this addendum is not signed & a coordinator/planner connection isn't made.

7a. Music selections. Purchaser and designated others may submit music requests to GEDJs as specified in the time frame above. DJ will attempt to play chosen music as required by the Purchaser. Purchaser can not hold GEDJs responsible for music selections that are inappropriate, vulgar, or otherwise offensive if Purchaser directs the DJ to play those selections. Purchaser takes all responsibility for those music selections. If Purchaser elects to have the GEDJs choice DJ pick and play music selections, they will attempt their best to select music selections appropriate for the event type. Purchaser understands that not all selections will be applicable to all guest and event attendees and further agrees not to hold the DJ or GEDJs accountable for music chosen by the DJ that is deemed appropriate by industry standards.

7c. The DJ &/or GEDJS may elect not to exercise some rights as specified in this agreement. By doing so, the DJ &/or GEDJS does not waive the right to exercise those rights subsequently (ie, extending payments, changing times, changing locations, a reduction of pricing, but not limited to). We reserve the right to make an addendum as necessary for any changes of contract or in addition to. Both Purchaser & the DJ/GEDJS must agree to any changes. We reserve the right to cancel without penalty if no agreement is reached. Upon signing our contract, if no future changes or extras are needed, GEDJS guarantees pricing not to change.

7d. Purchaser agrees to provide the DJ with a safe working environment. In the event of circumstances deemed by DJ to present a threat or implied threat of injury or harm to DJ or any equipment or materials in DJ's possession, DJ reserves the right to cease performance. If Purchaser is able to resolve the threatening situation quickly (10 minutes maximum) & to DJ's satisfaction, 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. DJ reserves the right to deny anyone access to the equipment and materials provided by the DJ or GEDJS verbally or written.

7e. Purchaser agrees to defend, indemnify, assume liability for, and hold the DJ &/or GEDJS harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains or results directly or indirectly to performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the Purchaser agrees to mediation before trial. On the day of the event, the DJ assumes all responsibility of performance of any kind. Additional time spent on complaints after the performance is complete that are found to be without merit will incur additional charges to the Purchaser. Purchaser agrees to pay these charges without contest. You acknowledge that the DJ(s) may be a 1st year, or newer DJ's assigned to your event by GEDJS and hold their own liability for damages on the day of the event. You also agree & acknowledge that GEDJ services are a discount, basic, limited DJ service contracting a DJ, Sound, and DJ lighting (if warranted).

Agreed by Purchaser and/or legal guardian if under 18:
Purchaser Signature: _____
(legal Guardian if under 18)

Typing in your full name is the same as signing the form by hand. If under the age of 18, form MUST be printed, filled out by a parent/guardian, signed by them, and mailed unless contract is filled out online by them.

Date: _____

Please print:

For weddings ONLY.
If there will be a change in address after getting married, please list it here.

Cust. Name:

Cust. Address:

Cust. City/State/Zip

Cust. Phone(s)

Name _____
Address _____
City _____ State ____ Zip Code _____

Agreed by: Grand Event DJ's (or the DJ)

Please List your email address(es)

Signature: _____
Date: _____

Email: _____
Email: _____

For: The DJ | Grand Event Disk Jockeys
www.prodiskjockeys.com
HQ Phone: 651-321-1902
prodiskjockeys@gmail.com

Please print this contract for your records.
A copy can be sent to you upon request.