DJ PERFORMANCE CONTRACT (MOBILE)

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this _____ day of _____, 2011 by and between _____ (hereinafter referred to as the "Purchaser") and SOUND SOURCE DJ & KARAOKESERVICE (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:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____
_____

(Phone #): _____

2. Performance. The entertainment to be provided by DJ is generally described as the playback of musical recordings through sound equipment with occasional "DJ" narration (hereinafter referred to as the "Performance").

3. Date and Time of Performance.
The date of the Performance shall be
and the time of the Performance shall be _____PM. Or at such other time as mutually agreed upon by both parties. This Performance shall have a duration of not more than _____ ( ) hours.

4. Sound Source DJ & Karaoke Service hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

5. Sound Source DJ & Karaoke Service hereby agrees to render his professional services and is at all times to have complete control of his program

6. 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 reservation fee of $ 150.00, is required to secure the services of Sound Source DJ & Karaoke Service for the engagement. This amount shall be applied toward the Performance Fee.
The Performance Fee is $ for the time frame outlined above.

Services requested that exceed the time frame as outlined above will be charged at the rate of $ 60.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.
Purchaser Initials _____ Sound Source DJ & Karaoke Service _____

7. Parking. Purchaser agrees to provide two (2) secure parking spaces for DJ's vehicles for a period commencing two (2) hours prior to the performance and continuing for one (1) hour following the performance.

8. Security. Purchaser and/or Venue shall provide adequate security for the DJ and their property before, during and after the Performance.

9. Special Request Policy. The Purchaser may submit a list of requested songs, but there is no guarantee the DJ will have the songs available. Any "must-play" music must be provided by the Purchaser on CD format, clearly labeled.

10. Sound and Lighting. The DJ shall furnish all sound equipment, microphones, lighting and power strips necessary for the Performance. Purchaser agrees to provide access to at least two grounded wall plugs. The DJ agrees to provide all personnel required to assist the setup for and conduct of the Performance and takedown after the Performance.

11. 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 Sound Source DJ & Karaoke Service to find replacement entertainment at the agreed upon fees. Should Sound Source DJ & Karaoke Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Sound Source DJ & Karaoke Service liability shall be exclusively limited to an amount equal to the performance fee and that Sound Source DJ & Karaoke Service shall not be liable for indirect or consequential damages arising from any breach of contract.

12. All deposits are nonrefundable unless the DJ cancels the engagement.

13. 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 Sound Source DJ & Karaoke Service relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

14. The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. 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, 6% interest thereon, plus a reasonable attorney's fee

15. 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 his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

16. It is understood that if this is a "Rain or Shine" event, Sound Source DJ & Karaoke Services compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The DJ reserves the right, in good faith, to stop 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.

17. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Sound Source DJ & Karaoke Service staff or any equipment in Sound Source DJ & Karaoke Service possession, Sound Source DJ & Karaoke Service reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Sound Source DJ & Karaoke Service 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 Sound Source DJ & Karaoke Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Sound Source DJ & Karaoke Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:
"DJ"

SOUND SOURCE DJ & KARAOKE SERVICE

_____
(an authorized signatory)

BY:
"PURCHASER"

_____

_____
(an authorized signatory)