DJ Services Agreement

1. Parties

This DJ Services Agreement (the "Agreement") is made on **[Date the agreement is signed: _____]** (the "Signing Date") between:

[DJ's legal business name: _____], [DJ's business form and state: _____], with its place of business at [DJ's business address: _____], telephone [DJ's office phone: _____], email [DJ's email for notices: _____] (the "DJ"); and

[Client's full name or company name: _____], of [Client's address: _____], telephone [Client's phone: _____], email [Client's email for notices: _____] (the "Client").

The DJ and the Client are each a "Party" and together the "Parties". If the Client is a company, organization or other entity, the person who signs for the Client confirms that he or she is authorized to sign this Agreement and to bind the Client to it. If more than one person signs as the Client, for example a couple booking their own wedding, each of them is jointly and severally responsible for the Client's obligations, and the DJ may rely on instructions from any one of them.

2. Background and purpose

A. The Client is organizing the event described in Section 4 and wants professional disc jockey, master of ceremonies and related entertainment services for it.

B. The DJ is in the business of providing those services with its own equipment, music library and staff, and is willing to provide them to the Client on the terms of this Agreement.

C. A DJ can usually perform at only one event on a given date and turns other inquiries away once a date is reserved. For that reason the DJ reserves the Event Date for the Client only when the DJ has received both a copy of this Agreement signed by the Client and the Deposit. Until then, the DJ may accept another booking for the same date and time, and any quote or "hold" given earlier is not binding on the DJ.

D. The Parties therefore agree as follows.

3. Definitions

In this Agreement the following words have these meanings. Other words defined in quotation marks elsewhere in this Agreement have the meaning given there.

3.1 **"Event"** means the event described in Section 4 and in Schedule A.

3.2 **"Event Date"** means the date of the Event stated in Section 4.

3.3 **"Venue"** means the place where the Event is held, including the room, tent, terrace or outdoor area named in Section 4, and any substitute location the Parties agree in writing.

3.4 **"Performance Time"** means the hours during which the DJ provides the Services, as stated in Section 4, plus any Overtime agreed under Section 6.

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3.5 **"Set-Up Window"** means the period before the Performance Time during which the DJ loads in, sets up and tests the Equipment, as stated in Section 4.

3.6 **"Fee"** means the total amount the Client pays for the Services, as stated in Section 11 and itemized in Schedule A, including agreed add-ons and expenses but not including Overtime or charges under Section 13.

3.7 **"Deposit"** means the part of the Fee paid on signing to reserve the Event Date, as stated in Section 12. The Deposit is part of the Fee and is credited against it.

3.8 **"Balance"** means the Fee less the Deposit and any installments already paid.

3.9 **"Equipment"** means the sound system, mixers, controllers, computers, microphones, lighting, stands, cables, cases and other items the DJ brings to the Venue, including backup items.

3.10 **"Business Day"** means any calendar day except Sunday and any federal holiday.

3.11 **"Planning Form"** means the DJ's written or online questionnaire in which the Client gives the timeline, the names to be announced, music preferences and other details of the Event, as updated by the Client in writing.

3.12 **"Force Majeure Event"** has the meaning given in Section 19.

3.13 **"Services"** means the services described in Section 5 and Schedule A.

4. Event details

4.1 The DJ will provide the Services at the following Event:

Type of event: [Type of event: _____]**Event Date:** [Event date: _____]
Venue name: [Venue name: _____]**Venue address:** [Venue address: _____]
Room or area: [Room or area at the venue: _____]**Indoor or outdoor:** [Indoor, outdoor or both: _____]**Expected number of guests:** [Expected number of guests: _____]**Venue coordinator:** [Venue coordinator, with phone: _____]**Client's contact on the day:** [Client's contact on the day, with phone: _____]**Set-Up Window:** from [Start of the set-up window (DJ arrival): _____] until guests arrive at [Time guests arrive: _____]**Performance Time:** from [Performance start time: _____] to [Performance end time: _____]

4.2 The detailed timeline, contacts and fee summary are set out in Schedule A. If Section 4.1 and Schedule A differ, Section 4.1 governs, except for a timeline change the Client confirms in an updated Planning Form under Section 7.

4.3 The Client will tell the DJ in writing as soon as possible about any change to the Venue, the room, the guest count by more than 20 percent, or the start or end time. A change that requires more Equipment, more staff or more time may change the Fee, and the DJ is bound by the change only if the Parties confirm it in writing under Section 32.

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5. Services

5.1 **Core services.** During the Performance Time the DJ will provide: [Core services included in the fee: _____].

5.2 **Master of ceremonies.** Unless Schedule A says otherwise, the DJ will make the announcements listed in the Planning Form, such as introductions, the start of dinner, toasts, special dances and the last song, and will coordinate their timing with the Client's contact on the day, the Venue coordinator and other vendors.

5.3 **Ceremony and cocktail audio.** If Section 5.1 includes ceremony or cocktail-hour sound, the DJ will provide a separate small sound system and a microphone for the officiant or speakers where the ceremony or cocktail area is away from the main performance area.

5.4 **Add-on services.** The DJ will also provide these add-on services, priced separately in Schedule A: [Add-on services: _____].

5.5 **Not included.** The Fee does not include the following, unless they are listed in Section 5.1 or 5.4: [Services not included: _____]. The DJ does not provide live musicians, video recording, photography, a stage, tenting, catering or Venue staff.

5.6 **Lead DJ.** The DJ will assign **[Name of the lead DJ: _____]** as the lead DJ for the Event. The DJ may replace the lead DJ only under Section 16 or with the Client's written consent, which the Client will not withhold unreasonably. The DJ may use its own assistants for load-in, set-up, lighting and breakdown.

5.7 **Standard of performance.** The DJ will perform the Services in a professional and workmanlike manner, consistent with the standards of experienced event DJs. The DJ's staff will arrive on time, dress in [DJ staff dress code: _____], not consume alcohol or drugs during the Event, and treat the Client, guests, Venue staff and other vendors with courtesy.

6. Performance time, set-up, breaks and overtime

6.1 **Arrival and set-up.** The DJ will arrive at the Venue at the start of the Set-Up Window and will have the Equipment set up, sound-checked and ready before guests arrive. If the Venue does not give access at that time, the DJ will set up as quickly as access allows, and any delay caused by late access is not a breach by the DJ.

6.2 **Sound check.** The DJ will complete a sound check of the music system and every microphone before guests arrive. If a ceremony is held, the DJ will test the ceremony microphones with the officiant where the officiant is available.

6.3 **Performance.** The DJ will provide the Services continuously during the Performance Time. Set-up and breakdown time are not part of the Performance Time.

6.4 **Breaks.** For a Performance Time of more than four hours, the DJ may take short breaks at suitable moments, for example during dinner. During every break the DJ will keep music playing from a prepared playlist and will stay within reach of the Equipment, so that the music does not stop and announcements are not missed.

6.5 **Overtime.** The DJ will play beyond the scheduled end of the Performance Time ("Overtime") only if

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the Client or the Client's contact on the day asks for it, the DJ agrees, and the Venue's rules and curfew allow it. The DJ is not required to agree to Overtime, for example when the DJ has another commitment. Overtime is charged at **[Overtime rate per hour: _____]** per hour, billed in blocks of [Overtime billing block: _____], and is payable at the end of the Event by any method listed in Section 12, unless the Parties agree in writing on a later date.

6.6 **Breakdown.** The DJ will remove the Equipment within [Minutes allowed for breakdown: _____] minutes after the end of the Performance Time, or by the Venue's load-out deadline if it is earlier, and will leave the performance area clean of the DJ's materials.

7. Music selection, requests and announcements

7.1 **Planning meeting.** The DJ will offer the Client at least one planning meeting, in person, by video call or by telephone, no later than [Latest date for the planning meeting: _____].

7.2 **Planning Form.** The Client will complete and return the Planning Form by **[Deadline for the completed planning form: _____]**. The Planning Form will include the timeline, the names (with pronunciation) of the people to be introduced or mentioned, any special dances or songs, a list of songs the DJ must play ("Must-Play List") and a list of songs the DJ must not play ("Do-Not-Play List"). If the Client returns the Planning Form late or leaves it incomplete, the DJ will use its professional judgment to fill the gaps and is not responsible for any resulting difference from what the Client wanted.

7.3 **Must-Play and Do-Not-Play Lists.** The DJ will play the songs on the Must-Play List where the timing of the Event allows, and will not play any song on the Do-Not-Play List. A Must-Play List of more than [Maximum number of must-play songs: _____] songs may not fit within the Performance Time, and the DJ will choose among them.

7.4 **Clean or explicit versions.** The DJ will play **[Clean or explicit versions: _____]** versions of songs, unless the Planning Form says otherwise for particular songs.

7.5 **Guest requests.** The DJ may accept guest requests at its discretion. The DJ will decline a request that is on the Do-Not-Play List, conflicts with the Client's instructions, or in the DJ's judgment would empty the dance floor or offend guests.

7.6 **Announcements and names.** The DJ will use the names and pronunciations in the Planning Form. The DJ is not responsible for an announcement that is wrong because the information in the Planning Form was wrong.

7.7 **Professional judgment.** Within the Client's instructions, the DJ decides the order, mixing, volume and timing of the music, in order to keep the Event on schedule and the dance floor active.

8. Equipment and technical requirements

8.1 **Professional equipment.** The DJ will supply, maintain and operate professional-grade Equipment suitable for the guest count and the Venue, including at least: [Main equipment the DJ brings: _____].

8.2 **Backup.** The DJ will bring backup items for the parts of the Equipment most likely to fail during an Event, including a backup music source, a spare microphone and spare cables, and will replace a failed item as quickly as possible. A short interruption that the DJ fixes promptly is not a breach of this

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Agreement.

8.3 **Wireless microphones.** Any wireless microphone the DJ uses will operate only on frequencies and at power levels that the Federal Communications Commission's rules permit for its use, including 47 C.F.R. § 15.236 for unlicensed wireless microphones. If another vendor's wireless equipment interferes with the DJ's microphones, the DJ will coordinate with that vendor, and the Client will ask the Venue and the other vendors to cooperate.

8.4 **Power.** The Client will make sure the Venue provides, within [Maximum distance from the performance area to power: _____] of the performance area: [Power the DJ needs: _____]. Outdoors or where the Venue's power is not sufficient, the Client will provide a suitable generator or other power source, located away from the guests and operated by someone other than the DJ, unless Schedule A says the DJ supplies it.

8.5 **Unsafe power or set-up.** The DJ may refuse to connect to a power source, or to set up in a location, that the DJ reasonably believes is unsafe, for example an overloaded circuit, an ungrounded outlet, standing water or an unstable surface. The DJ will tell the Client's contact on the day at once and will help find a safe alternative. A delay or limitation caused by unsafe power or set-up that the Client is responsible for under this Agreement is not a breach by the DJ.

8.6 **No tampering.** Only the DJ and the DJ's staff may operate, move or adjust the Equipment, except that guests may use a microphone the DJ hands them for toasts or speeches. The Equipment remains the property of the DJ at all times.

9. Client responsibilities and venue access

9.1 The Client will:

(a) give the DJ access to the Venue at the start of the Set-Up Window, with a loading area close to the performance area and free parking for [Number of DJ vehicles needing parking: _____] vehicle(s) for the whole Event, or reimburse the DJ for paid parking under Section 11;
(b) provide a stable, level, dry performance area of at least [Floor space the DJ needs: _____], covered and protected from sun, rain and wind where the Event is outdoors;
(c) provide the power required by Section 8.4;
(d) provide one table of at least six feet with a floor-length cover, unless Schedule A says the DJ brings its own booth;
(e) for a Performance Time of more than [Event length after which the client provides a meal: _____] hours, provide a hot meal and water for the DJ's staff at a time that does not disrupt the Services;
(f) give the DJ, at least 14 days before the Event Date, the Venue's written rules that affect the Services, including any sound limit, curfew, load-in rule, fog or haze restriction and insurance requirement;
(g) name a contact on the day who can make decisions for the Client and who can be reached by telephone during the Event;
(h) pay all amounts on time under Sections 11 to 13; and
(i) give the DJ correct and complete information in the Planning Form.

9.2 If the Client does not meet a responsibility in Section 9.1 and that affects the Services, the DJ will do its best to perform anyway, but the DJ is not responsible for any resulting shortfall, and the Client remains liable for the full Fee.

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10. Venue rules, permits and noise limits

10.1 **Approvals and permits.** The Client is responsible for booking the Venue, for confirming with the Venue that the DJ may perform there during the Performance Time, and for obtaining any permit the Venue or a government authority requires for amplified sound, outdoor events, extended hours or special effects at the Event.

10.2 **Curfews and sound limits.** The Client will comply, and will ask the guests to comply, with the Venue's curfew, sound limits and other rules, and with local noise rules. The DJ will follow the sound restrictions that the Venue or the Client gives it in writing, and any instruction from the Venue manager or a public official on the day.

10.3 **Shutdown by the Venue or the authorities.** If the Venue, the police or another authority reduces the volume, shortens the Performance Time or stops the music because of a curfew, sound limit or rule, the DJ is not responsible for that, and the Client still owes the full Fee, unless the shutdown was caused by the DJ's failure to follow a restriction the DJ received in writing.

10.4 **Venue requirements for vendors.** If the Venue requires vendors to sign a vendor agreement, show proof of insurance or pay a vendor fee, the Client will tell the DJ in time, and the DJ will comply where it reasonably can. A vendor fee the Venue charges the DJ is an expense under Section 11.

11. Fees and expenses

11.1 **Fee.** The Client will pay the DJ a Fee of **[Total fee: _____]**, made up of the base performance fee of [Base performance fee: _____] and the add-on fees itemized in Schedule A.

11.2 **Travel.** The Fee includes travel within [Travel included within: _____] of the DJ's place of business. For a Venue farther away, the Client will pay mileage of [Mileage rate beyond the included radius: _____] for each mile of the round trip beyond that distance.

11.3 **Lodging.** If the Venue is more than [Distance after which lodging is paid: _____] from the DJ's place of business, or the Performance Time ends after midnight at a Venue more than two hours' drive away, the Client will pay for reasonable lodging for the DJ's staff for the night of the Event, booked with the Client's approval.

11.4 **Other expenses.** The Client will reimburse parking, tolls, and vendor fees the Venue charges the DJ, on receipts, unless they are included in Schedule A.

11.5 **Taxes.** The Fee does not include sales or other taxes. If the law of the place where the Services are provided requires the DJ to charge tax on the Services or the Equipment, the DJ will add it to the invoice as a separate item.

11.6 **Gratuity.** A gratuity for the DJ's staff is optional and at the Client's discretion. No service charge is added to the Fee.

11.7 **Price changes.** The Fee is fixed for the Event as described in Section 4. The DJ may change the Fee only for a change the Client requests or approves under Section 4.3 or Section 17.

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12. Deposit and payment schedule

12.1 **Deposit.** The Client will pay a Deposit of **[Deposit due on signing: _____]** when signing this Agreement. The Deposit is credited against the Fee. Subject to Section 18, the DJ reserves the Event Date for the Client and turns away other bookings for it in reliance on the Deposit, and the Deposit is dealt with on cancellation as Section 15 provides.

12.2 **Installments and Balance.** The Client will pay the Balance of **[Balance after the deposit: _____]** as follows: [Installment schedule for the balance: _____]. The full Balance is due no later than **[Final balance due date: _____]**. The Balance is payable in no more than four installments after the Deposit, and no interest or finance charge is added to any installment.

12.3 **Payment methods.** The Client may pay by [Accepted payment methods: _____]. If the Client pays by credit card, the DJ may add a processing fee of [Credit card processing fee: _____], to the extent the law and the card network's rules allow, and will tell the Client the amount before charging it.

12.4 **Invoices and receipts.** The DJ will give the Client an invoice for each payment due and a receipt for each payment received, and will show the remaining Balance on each receipt.

12.5 **Early payment.** The Client may pay the Balance early at any time without any charge.

13. Late payment and returned payments

13.1 **Grace period and late fee.** If any payment is not received within [Grace period for late payments, in days: _____] days after its due date, the Client will pay a single late fee of **[Late fee: _____]** for that payment, to the extent permitted by law. The Parties agree that this fee is a reasonable estimate of the DJ's administrative cost of a late payment and is not interest.

13.2 **Returned payments.** If a check or electronic payment is returned or reversed for any reason other than the DJ's error, the Client will pay a returned-payment fee of [Returned payment fee: _____], to the extent permitted by law, and the DJ may require the payment and any later payments to be made by a guaranteed method such as a cashier's check or bank transfer.

13.3 **Unpaid Balance before the Event.** If the full Balance has not been received by the Event Date, the DJ will give the Client written notice and at least two Business Days to pay. If the Client still has not paid, the DJ may suspend or decline to provide the Services, and the DJ's rights on a cancellation by the Client under Section 15 then apply as if the Client had cancelled on the date of suspension.

13.4 **Collection costs.** If the DJ refers an overdue amount for collection, the Client will pay the DJ's reasonable costs of collection, including reasonable attorney's fees and court costs, to the extent the law allows such costs to be recovered by agreement.

14. Independent contractor and taxes

14.1 **Relationship.** The DJ performs the Services as an independent contractor and not as an employee, agent, partner or joint venturer of the Client. Nothing in this Agreement creates an employment relationship.

14.2 **Control and means.** Within the scope of the Services and the Client's reasonable instructions about

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the Event, the DJ controls the manner and means of the performance, including the choice and order of music, mixing technique, Equipment and staff. The DJ supplies its own Equipment, music library, vehicles and tools at its own cost.

14.3 **Other clients.** The DJ may perform for other clients and advertise its services to the public, as long as that does not conflict with the Event.

14.4 **Taxes and benefits.** The DJ is responsible for all federal, state and local taxes on the amounts paid under this Agreement, including self-employment tax, and for its own insurance, licenses and business expenses. The Client will not withhold taxes from payments to the DJ. The DJ's staff are the DJ's employees or contractors, not the Client's, and the DJ is solely responsible for their pay, taxes, insurance and benefits.

14.5 **Tax forms.** If the Client pays the DJ in the course of the Client's trade or business, the DJ will give the Client a completed IRS Form W-9 on request, so that the Client can file any information return the law requires.

15. Cancellation by client

15.1 **Notice.** The Client may cancel this Agreement at any time by written notice to the DJ under Section 30. A cancellation takes effect on the day the DJ receives the notice.

15.2 **Amounts retained or owed.** The Parties agree that a cancellation by the Client causes the DJ a loss that is hard to calculate at the time of signing, because the DJ turns away other inquiries for the Event Date and may be unable to rebook it, especially close to the date. The Parties therefore agree that, on a cancellation by the Client, the DJ may keep or the Client will pay the following amounts, credited against payments already made:

(a) if the DJ receives the notice more than [Days before the event: upper cancellation band: _____] days before the Event Date: the Deposit only, and the DJ refunds every other payment;
(b) if the DJ receives the notice between [Days before the event: upper cancellation band: _____] and [Days before the event: lower cancellation band: _____] days before the Event Date: [Amount kept for a cancellation in the middle band: _____];
(c) if the DJ receives the notice fewer than [Days before the event: lower cancellation band: _____] days before the Event Date: [Amount kept for a late cancellation: _____].

15.3 **Reasonable estimate, not a penalty.** The Parties agree that each amount in Section 15.2 is a reasonable pre-estimate of the DJ's loss and is not a penalty. If a court decides that an amount is not enforceable under the law that applies, the DJ may recover its actual loss instead, up to that amount.

15.4 **Mitigation.** If the DJ books another paid event for the same date and time after a cancellation by the Client under Section 15.2(b) or (c), the DJ will credit the Client with the fee the DJ receives for that event, less the DJ's costs of rebooking, up to the amount the Client paid or owes beyond the Deposit.

15.5 **Refunds.** The DJ will pay any refund due under this Section within [Days the DJ has to pay a refund: _____] days after the cancellation takes effect.

15.6 **Three-day right.** This Section does not limit any right the Client has under Section 18. If Section

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18 applies and the Client cancels within the period it allows, the DJ refunds all payments, including the Deposit.

16. Cancellation or substitution by DJ

16.1 **Substitution.** If the lead DJ cannot perform because of illness, injury, a family emergency or another serious reason beyond the DJ's reasonable control, the DJ will tell the Client as soon as possible and will offer a substitute DJ of comparable skill and experience, with equivalent Equipment. Where time allows, the DJ will give the Client the substitute's name and a chance to speak with him or her, and will brief the substitute fully on the Planning Form. If the Client reasonably rejects the substitute, Section 16.2 applies.

16.2 **Cancellation by the DJ.** If the DJ cancels this Agreement for any reason other than a Force Majeure Event or a breach by the Client, or cannot provide an acceptable substitute, the DJ will refund all payments the Client has made, including the Deposit, within [Days the DJ has to pay a refund: _____] days. At the Client's request, the DJ will also give the Client the names of other DJs who may be available, but the Client is free to choose any replacement.

16.3 **Failure to appear.** If the DJ fails to appear at the Event without notice and without a Force Majeure Event, the DJ will refund all payments within [Days the DJ has to pay a refund: _____] days, and the Client keeps any further right it has by law to recover its direct loss, subject to Section 25.

16.4 **Cancellation for the Client's breach.** The DJ may cancel this Agreement by written notice if the Client fails to pay an amount due within five Business Days after written notice of the late payment, or commits another material breach that it does not cure within five Business Days after written notice. A cancellation under this Section 16.4 is treated as a cancellation by the Client under Section 15.

17. Rescheduling and postponement

17.1 **One change of date.** The Client may ask once, by written notice at least [Notice needed to change the date, in days: _____] days before the Event Date, to move the Event to a new date within [Months within which a new date must fall: _____] months after the original Event Date. If the DJ is available on the new date, the Parties will confirm it in writing, and all payments already made, including the Deposit, transfer to the new date.

17.2 **Fee on the new date.** If the DJ's published rate for the new date is higher, for example because it is a peak-season Saturday or a holiday, the Client will pay the difference. If it is lower, the Fee does not change. The DJ may charge a rescheduling fee of [Rescheduling fee: _____].

17.3 **No new date.** If the DJ is not available on any date the Client proposes within the period in Section 17.1, or the Parties do not confirm a new date within 30 days after the Client's request, the request is treated as a cancellation by the Client under Section 15, effective on the day the DJ received the request.

17.4 **Postponement for a Force Majeure Event** is governed by Section 19, not this Section.

18. Buyer's right to cancel (door-to-door sales)

18.1 **When this Section applies.** This Section applies only if all of the following are true: (a) the Client books the Services primarily for personal, family or household purposes, such as a wedding or private party; (b) the DJ or the DJ's representative personally solicited the booking, including in response to an

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invitation from the Client; (c) the Client signed this Agreement or otherwise agreed to buy the Services somewhere other than the DJ's place of business, for example at the Client's home, at a bridal show, or in a hotel room, convention center, fairground or restaurant; and (d) the Fee is $25 or more for a booking agreed at the Client's home, or $130 or more for a booking agreed at any other such location. This Section does not apply to a booking conducted and completed entirely by mail or telephone without any other contact between the Parties before the Services are performed, or to a booking made after prior negotiations during the Client's visit to the DJ's fixed, permanent place of business where the DJ offers its services on a continuing basis.

18.2 **The right to cancel.** If this Section applies, the following statement forms part of this Agreement and is printed in bold type of at least 10 points next to the Client's signature in the signature block of this Agreement:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

18.3 **The DJ's duties.** If this Section applies, the DJ will: (a) give the Client a fully completed copy of this Agreement, showing the Signing Date and the DJ's name and address, at the time the Client signs; (b) give the Client two completed copies of the Notice of Cancellation in Schedule B, filled in with the DJ's name, the address of its place of business, the Signing Date, and a cancellation deadline no earlier than the third Business Day after the Signing Date; (c) tell the Client orally, at the time the Client signs, about the right to cancel; and (d) use the same language for this Agreement and the Notice of Cancellation as the language mainly used in the DJ's oral sales presentation.

18.4 **How to cancel and refund.** The Client may cancel by mailing or delivering a signed and dated copy of the Notice of Cancellation, or any other written notice, to the DJ at the address in Schedule B, no later than midnight of the deadline stated there. Within 10 Business Days after receiving a valid notice, the DJ will refund all payments made under this Agreement, including the Deposit, and will cancel and return any negotiable instrument the Client signed.

18.5 **No waiver.** Nothing in this Agreement, including Sections 12 and 15, waives or limits the Client's right to cancel under this Section, and this Agreement contains no confession of judgment.

18.6 **Electronic copies.** If the DJ gives this Agreement and Schedule B to the Client electronically rather than on paper, the DJ will do so only after the Client has affirmatively consented to receive them electronically, having first received a clear and conspicuous statement of the Client's right to receive them on paper and to withdraw that consent, as federal law requires.

19. Force majeure and outdoor events

19.1 **Meaning.** A "Force Majeure Event" is an event beyond the reasonable control of the Party affected that makes the Event or the Services impossible, illegal or unsafe, such as severe weather, flood, fire, earthquake, epidemic, a government order, the closure or loss of the Venue, a widespread power failure, a serious accident on the way to the Venue, or the sudden serious illness or injury of the lead DJ where no substitute under Section 16.1 can be found. A Party's lack of money, or a change of mind about the Event, is not a Force Majeure Event.

19.2 **Notice.** The affected Party will notify the other as soon as possible after learning of a Force Majeure

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Event and will take reasonable steps to limit its effect.

19.3 **Consequences.** Neither Party is liable for failing to perform because of a Force Majeure Event. If a Force Majeure Event prevents the Event from taking place, the Parties will first try in good faith to agree on a new date within [Months within which a new date must fall: _____] months, and payments already made transfer to that date. If they do not agree on a new date within 30 days, the DJ will refund all payments made, less the DJ's documented, non-recoverable out-of-pocket costs already incurred for the Event, such as non-refundable rental or travel costs, within [Days the DJ has to pay a refund: _____] days.

19.4 **Outdoor events.** For an outdoor Event, the Client will have a weather plan, such as a tent or an indoor space, and will decide on it with the Venue in time for the DJ to set up there. The DJ may stop the performance, cover the Equipment or move it to shelter, without breach, if there is rain, lightning within sight, high wind, or heat or direct sun that in the DJ's reasonable judgment endangers people or the Equipment. The DJ will resume as soon as it is safe, and the Performance Time is not extended unless the Parties agree to Overtime.

20. Safety, conduct and right to stop performance

20.1 **Safe working environment.** The Client will make reasonable efforts to provide a safe working environment for the DJ's staff throughout the Event.

20.2 **Right to pause or stop.** The DJ may pause the performance, and, if the problem is not resolved within a reasonable time, end it, if any guest or other person at the Event harasses, threatens or assaults the DJ's staff, damages or tries to take the Equipment, or creates unsafe conditions, or if a fight, medical emergency, fire alarm or similar situation makes continuing unsafe. Before ending the performance, the DJ will ask the Client's contact on the day to resolve the problem, where it is safe and there is time to do so. If the DJ ends the performance under this Section for a reason the Client or its guests caused, the Client still owes the full Fee.

20.3 **Guests and the Equipment.** The Client will ask guests to stay out of the DJ's performance area and away from the Equipment and cables, and to keep drinks off the DJ table.

20.4 **Effects.** The DJ will use fog, haze, cold-spark or similar effects only if they are listed in Schedule A and the Venue has approved them in writing.

20.5 **Alcohol.** The service of alcohol at the Event is the responsibility of the Client and the Venue or caterer. The DJ will not serve alcohol and is not responsible for guests' consumption of it.

21. Damage to equipment

21.1 **Responsibility.** The Client is responsible for loss of or damage to the Equipment caused by the Client or a guest at the Event, for example by a spilled drink, a fall onto the DJ table or misuse of a microphone. The Client is not responsible for ordinary wear and tear, for damage caused by the DJ's staff or by the DJ's own negligence, or for damage caused by a Force Majeure Event.

21.2 **Amount.** The Client will pay the reasonable cost of repair or, if the item cannot be repaired at reasonable cost, its replacement with an item of similar age and quality. The DJ will give the Client written notice of the damage within 7 days after the Event, with photographs and a repair estimate or receipt, and the Client will pay within 30 days after receiving the receipt.

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21.3 **Guest responsibility.** Section 21.1 does not prevent the Client or the DJ from recovering the cost from the guest who caused the damage.

22. Music licensing and copyright

22.1 **Lawfully obtained music.** The DJ will play only music it has obtained lawfully, for example by purchase or through a licensed service whose terms permit professional performance use, and will not play unauthorized copies.

22.2 **Public performance licenses.** Copyright owners have the exclusive right to perform their music publicly, and whether a particular performance is public depends on the facts, including where it takes place and who attends. Neither Party represents that the Event does or does not require a public performance license. The Venue is responsible for maintaining any performing rights licenses that its own operations require. If a license is needed for the Event and is not covered by the Venue or by the DJ's own licenses, the Parties will agree in writing which of them obtains and pays for it before the Event.

22.3 **Client-supplied music and content.** If the Client gives the DJ music, video, slides or other content to play, the Client confirms that it has the right to have that content played at the Event, and the DJ may decline content that appears to be unlawfully copied or offensive.

22.4 **Responsibility for claims.** Each Party is responsible for, and will indemnify the other under Section 26 against, any third-party claim of copyright infringement arising from music or content that Party supplied.

23. Recording, livestreaming and media

23.1 **Personal recordings.** The Client and the guests may take photos and video of the Event, including the DJ's performance, for their personal, non-commercial use.

23.2 **Professional videographers.** On request, the DJ will provide a line-out audio feed from its mixer to the Client's videographer, using the videographer's own recorder and cables. The DJ is not responsible for the quality of the videographer's recording.

23.3 **Livestreaming and commercial use.** The Client will tell the DJ in writing before the Event if the Event or any part of it will be livestreamed, broadcast or used commercially. Streaming or broadcasting recorded music raises licensing questions separate from playing it in the room, and the Client is responsible for complying with the terms of the streaming platform and for any license needed to stream the music. The DJ may lower or mute the feed to the stream for any song it believes may not be streamed.

23.4 **Live performers.** If the Services include live musicians or vocalists that the DJ provides, the Client and the guests may record or stream their performance only with the performers' consent, which the DJ will request on the Client's behalf. Consent for personal recordings under Section 23.1 is given by this Agreement; consent for any other recording or for a livestream must be confirmed in writing.

23.5 **DJ's recordings.** The DJ may record its own mix for its archive and quality review. The DJ will not publish that recording, or any recording in which guests can be identified, without the Client's consent under Section 24.

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24. Publicity, photos and reviews

24.1 **Consent to marketing use.** The DJ will use photos, video or audio recordings from the Event, or the Client's name, in its marketing (such as its website and social media) only if the Client opts in here. The Client marks one option and initials it:

( ) The Client **consents** to the DJ using photos and video of the Event in its marketing, without naming guests. Client's initials: [Client's initials for marketing consent: _____]

( ) The Client **does not consent** to any marketing use.

24.2 **Withdrawal.** The Client may withdraw its consent at any time by written notice. The DJ will then make no new use of the material and will remove it from channels the DJ controls within 14 days, but is not required to recall printed material already distributed. The DJ will remove any image of a guest who asks it to.

24.3 **Reviews.** Nothing in this Agreement prohibits, restricts or penalizes the Client, or any guest, from posting an honest review, rating or comment about the DJ or the Services in any forum, and no fee or other charge applies for doing so.

24.4 **No incentives for particular reviews.** The DJ does not offer, and will not give, any discount, refund, gift or other benefit in exchange for a review that expresses a particular opinion, positive or negative. The DJ may ask the Client for an honest review.

24.5 **Disputed reviews.** If the DJ disagrees with a review, it may respond publicly in a factual and courteous manner, or contact the Client, but will not use threats or intimidation to have a review changed or removed.

25. Limitation of liability

25.1 **Cap.** To the extent permitted by law, each Party's total liability to the other for all claims arising out of or relating to this Agreement is limited to the Fee actually paid or payable under it.

25.2 **Excluded losses.** To the extent permitted by law, neither Party is liable to the other for indirect, special or consequential losses, such as lost profits, costs of other vendors, or emotional distress or disappointment beyond a refund of the Fee.

25.3 **Exceptions.** Sections 25.1 and 25.2 do not limit: (a) liability for bodily injury or death caused by a Party's negligence; (b) liability for gross negligence, willful misconduct or fraud; (c) the Client's obligation to pay the Fee, Overtime and other amounts due under this Agreement; (d) a Party's indemnity obligations under Section 26; or (e) any liability that the law does not allow to be limited.

25.4 **Consumer rights.** Nothing in this Section limits a right that the law gives the Client as a consumer and does not allow the Parties to waive.

26. Indemnification

26.1 **By the DJ.** The DJ will defend, indemnify and hold harmless the Client from third-party claims, losses and reasonable costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of the DJ or its staff, by the set-up, operation or condition of the Equipment, or by music or content the DJ supplied.

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26.2 **By the Client.** The Client will defend, indemnify and hold harmless the DJ from third-party claims, losses and reasonable costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of the Client or its guests, by the Client's breach of this Agreement or the Venue's rules, or by music or content the Client supplied.

26.3 **Procedure.** The Party seeking indemnity will notify the other promptly in writing of the claim, allow it to control the defense with counsel reasonably acceptable to both, and cooperate at the indemnifying Party's cost. The indemnifying Party will not settle a claim in a way that admits fault for, or imposes an obligation on, the other Party without its written consent.

27. Insurance

27.1 **DJ's insurance.** The DJ will carry, throughout the Event, commercial general liability insurance with limits of at least **[DJ's liability insurance per occurrence: _____]** per occurrence and [DJ's liability insurance in the aggregate: _____] in the aggregate, covering the DJ's operations and Equipment set-up at the Venue.

27.2 **Certificate.** On request at least 14 days before the Event Date, the DJ will give the Client or the Venue a certificate of insurance and, where the Venue requires it and the insurer allows it, name the Venue and the Client as additional insureds for the Event.

27.3 **Client's insurance.** The DJ's insurance does not cover the Client's own losses from a cancellation or postponement of the Event. The Client is responsible for buying any event or wedding insurance it wants.

27.4 **Equipment.** The DJ is responsible for insuring its own Equipment, without limiting the Client's responsibility under Section 21.

28. Confidentiality and personal information

28.1 **Use of information.** The DJ will keep confidential the personal information it receives for the Event, such as the names and contact details of the Client and guests, family details, the timeline and the content of the Planning Form, and will use it only to perform this Agreement.

28.2 **Disclosure.** The DJ may share that information only with its own staff, a substitute DJ under Section 16, the Venue and other vendors of the Event, in each case only as needed to perform the Services, or where the law requires it.

28.3 **Retention.** The DJ will delete or destroy the Planning Form and guest information within [Days after the event to delete planning data: _____] days after the Event, except for the Client's contact details, this Agreement and its financial records, which the DJ may keep for its legitimate business and tax purposes.

28.4 **Security.** The DJ will take reasonable steps to protect that information from loss and unauthorized access.

29. Dispute resolution

29.1 **Negotiation.** If a dispute arises out of or relating to this Agreement, either Party may give the other written notice of it, and the Parties will try in good faith to resolve it within 30 days after that notice.

29.2 **Mediation.** If the dispute is not resolved by negotiation, the Parties may agree to try mediation with

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a neutral mediator before starting a court or arbitration proceeding, sharing the mediator's fees equally.

29.3 **Court or arbitration.** If the dispute is still not resolved, it will be decided as the Parties have chosen below by marking one option and initialing it. If neither option is marked, the first option applies.

( ) **Court.** The dispute will be decided by the courts named in Section 35. Either Party may bring a claim within the limit of a small claims court in that court. Client's initials: [Client's initials for the court option: _____]

( ) **Arbitration.** The dispute will be decided by binding arbitration before [Arbitration provider or arbitrator: _____], under the Federal Arbitration Act, with a single arbitrator, in the county of the Venue or by video conference. Either Party may still bring a claim within the limit of a small claims court in that court. Client's initials: [Client's initials for the arbitration option: _____]

29.4 **Jury trial.** The Parties waive a jury trial only if they choose arbitration under Section 29.3.

29.5 **Attorney's fees.** Unless the Parties mark the box below, each Party bears its own attorney's fees in any dispute, except as Section 13.4 or the law provides.
( ) In any court or arbitration proceeding about this Agreement, the prevailing Party may recover its reasonable attorney's fees and costs from the other Party, to the extent the law allows.

29.6 **Urgent relief.** Nothing in this Section prevents a Party from seeking urgent relief from a court to prevent irreparable harm.

30. Notices

30.1 **Form.** Every notice under this Agreement, including a cancellation, must be in writing and delivered by hand, by a tracked mail or courier service, or by email to the addresses in Section 1, or to another address a Party gives the other by notice.

30.2 **When effective.** A notice is effective: on delivery if delivered by hand; on the date recorded by the mail or courier service; and on the day it is sent if sent by email, provided the sender does not receive an automated message that it was not delivered and the recipient confirms receipt or the sender also sends it by another method in this Section within two Business Days. A notice under Section 18 is effective as Schedule B and federal law provide.

30.3 **Day-of-event contacts.** On the Event Date, the Parties will use the telephone numbers in Schedule A for urgent matters. Those calls do not replace written notice of a cancellation or claim.

31. Assignment and subcontracting

31.1 **No assignment.** Neither Party may assign or transfer this Agreement, or any right under it, without the other Party's prior written consent, which will not be withheld unreasonably.

31.2 **Staff and substitutes.** The DJ may use its employees and assistants to help perform the Services, and may use a substitute DJ only under Section 16. The DJ remains responsible for the performance of everyone it engages.

31.3 **Successors.** This Agreement binds and benefits the Parties and their permitted successors and assigns.

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32. Amendments and waiver

32.1 **Amendments.** This Agreement may be changed only by a writing that both Parties sign, including by electronic signature or by an exchange of emails that both Parties expressly confirm as a change to this Agreement.

32.2 **Planning Form.** Updates to the Planning Form and the timeline that the Client sends by email or through the DJ's online planning system become part of this Agreement, but they cannot change the Fee, the Performance Time or any other term of this Agreement unless the DJ confirms the change in writing.

32.3 **No waiver.** A delay or failure by a Party to enforce any term of this Agreement does not waive that term or any other term. A waiver is effective only if it is in writing and signed by the Party giving it.

33. Severability and entire agreement

33.1 **Severability.** If any provision of this Agreement is found invalid or unenforceable, it will be limited to the minimum extent necessary, or replaced by the valid provision closest to the Parties' intention, and the rest of this Agreement remains in full effect.

33.2 **Entire agreement.** This Agreement, with Schedule A and, where Section 18 applies, Schedule B, is the entire agreement between the Parties about the Services. It replaces all earlier quotes, proposals, messages and discussions about the Event.

33.3 **Order of precedence.** If the documents conflict, the following order applies: Section 18 and Schedule B; then the numbered Sections of this Agreement; then Schedule A; then the Planning Form.

33.4 **Survival.** Sections 13, 15, 16, 21, 22, 24 to 29 and 33 continue to apply after the Event or after this Agreement ends.

34. Counterparts and electronic signatures

34.1 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together are one agreement.

34.2 **Electronic signatures and records.** The Parties agree to sign and keep this Agreement electronically. An electronic signature, and a signed copy sent as a PDF or through an electronic signature service, has the same effect as an original handwritten signature, and this Agreement will not be denied legal effect because it is in electronic form.

34.3 **Copies.** The DJ will give the Client a complete copy of this Agreement as signed by both Parties, on paper or electronically, at or promptly after signing. Section 18.6 governs electronic delivery of the documents Section 18 requires.

35. Governing law and venue

35.1 **Governing law.** This Agreement is governed by the law of the State of **[State whose law governs: _____]**, without regard to its conflict-of-laws rules.

35.2 **Courts.** Subject to Section 29, the state courts located in **[County whose courts hear disputes: _____]** County, [State whose law governs: _____], have jurisdiction over any dispute arising out of or relating to this Agreement, and each Party submits to that jurisdiction.

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35.3 **Consumer protection.** If the Client books the Services as a consumer, nothing in this Section deprives the Client of the protection of the laws of the state where the Client lives that cannot be waived by agreement.

The Parties sign this Agreement on the dates written below.

DJ: [DJ's legal business name: _____]
Signature:
Name: [Name of the person signing for the DJ: _____]
Title: [Title of the person signing for the DJ: _____]
Date: [Date the agreement is signed: _____]

If Section 18 applies, the following statement is part of this Agreement:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Client: [Client's full name or company name: _____]
Signature:
Name: [Name of the person signing for the client: _____]
Title (if signing for a company): [Title of the client's signer (company clients): _____]
Date: [Date the agreement is signed: _____]

Second Client (if any):
Signature:
Name: [Name of a second client signer: _____]
Date: [Date the agreement is signed: _____]

SCHEDULE A: EVENT DETAILS, TIMELINE AND FEE SUMMARY

Part 1: Timeline

DJ arrival and start of Set-Up Window: [Start of the set-up window (DJ arrival): _____]
Ceremony (if any): [Ceremony time: _____]
Cocktail hour: [Cocktail hour: _____]
Grand entrance or introductions: [Grand entrance or introductions: _____]
Dinner service: [Dinner service: _____]
Toasts and speeches: [Toasts and speeches: _____]
First dance and special dances: [First dance and special dances: _____]
Cake cutting: [Cake cutting: _____]
Open dancing: [Open dancing: _____]
Last song: [Last song: _____]
End of Performance Time: [Performance end time: _____]

Part 2: Contacts

DJ's office: [DJ's office phone: _____]
Lead DJ on the day: [Name of the lead DJ: _____], [Lead DJ's phone on the day: _____]

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Client's contact on the day: [Client's contact on the day, with phone: _____]
Venue coordinator: [Venue coordinator, with phone: _____]
Other vendors (planner, photographer, videographer, caterer): [Other vendors and their contacts: _____]

Part 3: Fee summary

Base performance fee ([Performance start time: _____] to [Performance end time: _____]): [Base performance fee: _____]
Add-on services: [Add-on fees itemized: _____]
Travel, lodging and other expenses agreed in advance: [Travel and other expenses agreed in advance: _____]
Tax (if any): [Tax, if any: _____]**Total Fee: [Total fee: _____]**

Part 4: Payment schedule

Deposit due on signing: [Deposit due on signing: _____]
Installments (no more than four, no interest): [Installment schedule for the balance: _____]
Final Balance due by: [Final balance due date: _____]
Overtime rate: [Overtime rate per hour: _____] per hour, in blocks of [Overtime billing block: _____]

Part 5: Special requests and effects approved by the Venue

[Special requests and approved effects: _____]

SCHEDULE B: NOTICE OF CANCELLATION (THREE-DAY RIGHT TO CANCEL)

This Schedule applies only if Section 18 applies. The DJ completes both copies and gives them to the Client when the Client signs.

NOTICE OF CANCELLATION

[Date the agreement is signed: _____]
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [DJ's legal business name: _____], at [DJ's business address: _____] NOT LATER THAN MIDNIGHT OF [Last day to cancel under the three-day rule: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date:

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Buyer's signature:

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