

Virtual DJ Entertainment Agreement

2346 Valle Greene Drive
Fairborn, Ohio 45324
(937) 830-6500

chadvanceleve@virtualdj-dayton.com

AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the Purchaser, and *Virtual DJ Entertainment*, 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 is to be performed at Event Location:

(Venue): _____
(Address): _____
(Phone #): _____

2. *Virtual DJ Entertainment* hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. *Virtual DJ Entertainment* hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____
Start Time(s): _____ AM/PM
Finish Time(s): _____ AM/PM
(3 hours minimum)

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 non-refundable reservation fee of \$_____, is required to secure the services of *Virtual DJ Entertainment* Service for the engagement. This amount

shall be applied toward the Performance Fee. The Performance Fee is \$_____ for the _____-hour time frame outlined above. Services requested that exceed the _____-hour time frame will be charged at the rate of \$_____ 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 _____ Virtual DJ Entertainment Initials _____

Additional Terms and Conditions:

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 *Virtual DJ Entertainment* to find replacement entertainment at the agreed upon fees. Should *Virtual DJ Entertainment* be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, *Virtual DJ Entertainment* liability shall be exclusively limited to an amount equal to the performance fee and that *Virtual DJ Entertainment* shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 60 days of the engagement unless *Virtual DJ Entertainment* cancels the engagement. 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 *Virtual DJ Entertainment* relating to and emitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only. 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 *Virtual DJ Entertainment* the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee. 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/her organization, engagement invitees, employees, or any other party in attendance, whether invited or not. It is understood that if this is a "Rain or Shine" event, *Virtual DJ Entertainment* compensation is in no way affected by inclement weather. 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. In the event of circumstances deemed to present a threat or implied threat of injury or harm to *Virtual DJ Entertainment* staff or any equipment in *Virtual DJ Entertainment* possession, *Virtual DJ Entertainment* 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), *Virtual DJ Entertainment* 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 *Virtual DJ Entertainment* resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, *Virtual DJ Entertainment* reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ *Virtual DJ Entertainment* Initials _____

Purchaser shall provide *Virtual DJ Entertainment* with safe and appropriate working conditions. This includes space for setting up speakers and lighting stands. *Virtual DJ Entertainment* requires a minimum of one separate 15-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the Purchaser. Two separate circuits are preferred, where possible. Additional 15-amp outlets on SEPARATE circuits for lighting are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of Haze/Fog). The Purchaser shall at all times have complete control, direction and supervision of the performance of *Virtual DJ Entertainment* at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of *Virtual DJ Entertainment*. A written event/music planner or music request list must be received from the Purchaser and forwarded to *Virtual DJ Entertainment* at least fourteen days prior to the date of the engagement for it to be included in *Virtual DJ Entertainment* programming guidelines. With or without the aid of an event/music planner or music request list, *Virtual DJ Entertainment* shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. *Virtual DJ Entertainment* will make an extra effort to have music requests available if they are received IN WRITING at least fourteen days prior to the engagement. In the event of non-payment, *Virtual DJ Entertainment* retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by *Virtual DJ Entertainment*. Purchaser shall be charged \$39 for each bounced check plus a \$12.50 service charge for each collection notice. In addition, Purchaser shall incur a \$29.00 charge per day full payment is not received after completion of performance unless otherwise agreed in writing by *Virtual DJ Entertainment* and the purchaser. We are a small business and cannot sustain operations without prompt payment.

This agreement guarantees that *Virtual DJ Entertainment* will be ready to perform at the start time of the engagement. No guarantee is made as to *Virtual DJ Entertainment* time of arrival; however, *Virtual DJ Entertainment* requests that they be permitted sixty (60) minutes before the engagement (minimum) and sixty

(60) minutes (minimum) after the engagement for setup and takedown of sound only events. Light shows will require an additional sixty (60) minutes (minimum) for setup and takedown. *Virtual DJ Entertainment* also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$100.00 per flight of stairs or each instance of lifting. If Purchaser or venue requires *Virtual DJ Entertainment* to complete setup more than one hour before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour. Engagements within 20 miles will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.59 per mile in excess of 20 miles. Engagements in excess of 200 miles will require accommodations be made for an overnight stay in a local hotel/motel for *Virtual DJ Entertainment* to be provided by Purchaser.

Special provisions & Additional Services Requested:

Purchaser Initials _____ ***Virtual DJ Entertainment* Initials** _____

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract. All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of Ohio shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Greene County. Purchaser agrees to defend, indemnify, assume liability for and hold *Virtual DJ Entertainment* harmless from any claims, damages, losses and

expenses by or to any person, regardless of the basis, which pertains directly or indirectly to *Virtual DJ Entertainment* performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Purchaser may not transfer this contract to another party without the prior written consent of *Virtual DJ Entertainment*. This agreement is not binding until signed by both Purchaser and *Virtual DJ Entertainment* and DJ has received it. Any changes must be written and signed by both the Purchaser and *Virtual DJ Entertainment*. 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. *Virtual DJ Entertainment* may elect not to exercise their rights as specified in this agreement. By doing so, *Virtual DJ Entertainment* does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser:

Signature

Date

Printed Name

Street Address: _____

Daytime Phone: _____

Evening Phone: _____

Driver's License No: _____

Method of Payment: _____

Virtual DJ Entertainment:

Chad VanCleve, Owner
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