



## CONTRACT FOR DJ SERVICES

AGREEMENT made this \_\_\_th day of Month 2019, by and between Client Name & Address hereinafter referred to as the Purchaser, and Audio Life Entertainment, hereinafter referred to as the DJ, of 312 Lakeside Lane, Woodstock GA 30188 (collectively "the Parties). 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 at the following Event Location:

**(Venue Name / Address):**

**(Venue Coordinator Name / Phone):**

2. Audio Life Entertainment hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned Event location. The said DJ Service shall consist of providing musical entertainment by means of a recorded music format.
3. Audio Life Entertainment hereby agrees to render professional services and is at all times to have complete control, direction and supervision of the performance of services at this Event.
4. A written event/music planner or music request list must be received by Audio Life Entertainment at least two weeks prior to the date of the event for it to be included in the DJs' programming guidelines.
5. Audio Life Entertainment will make an extra effort to have music requests available if they are received by Audio Life Entertainment in writing at least two weeks prior to the event.
6. With or without the aid of an event/music planner or music request list, the DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable or are not played.
7. 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):**

**Finish Time(s):**

8. 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 **\$150.00**, is required to secure the services of Audio Life Entertainment for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is **\$500.00** for the time frame outlined above. The remaining balance is to be paid in full no later than 7 days prior to the Event Date.

**Please make all checks payable to Audio Life Entertainment / Andre Brown and mail to 312 Lakeside Lane, Woodstock GA 30188.**

9. The Performance Fee agreed upon and shown above applies to the times of engagement aforementioned in the agreement. Performance Time added after this agreement has been signed will be billed in half-hour increments.

10. There is a 10-minute grace period before overtime is incurred for any half-hour period. After the expiration of the grace period, DJ Services performed that exceed the agreed engagement time frame will be charged at the overtime rate of **\$50.00 per half-hour**, payable the day of the engagement.

11. It may not always be possible to provide additional performance time. However, whenever feasible, requests for extended playing time will be accommodated.

12. This agreement guarantees that the DJs will be ready to perform at the start time of the event. No guarantee is made as to the DJs' time of arrival; however, Audio Life Entertainment requests that the DJs be permitted 60 minutes before the event for setup and 60 minutes after the event for takedown.

13. Audio Life Entertainment also requests ramp or elevator access between parking/service entrance and setup area. If equipment must be carried up stairs to reach the setup area, additional fees may apply.

14. Audio Life Entertainment, during performances will be allowed a guest list of maximum 3 persons. These persons will be allowed free entry as partners and artists of Audio Life Entertainment.

15. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, fees, parking, use of electric power, fire marshal, time before and after the event utilized to set up and/or take down equipment, clean up fees, broken or damaged equipment.

16. Purchaser shall provide Audio Life Entertainment with safe and appropriate working conditions. This includes, but is not limited to:

Providing a 6-foot by 6-foot area for setup, space for setting up speakers, and lighting stands (if contracted); 120-volt outlet (3-prong grounded with at least 15 amps available) from a reliable power source within 25 feet of the set-up area; Providing a facility that completely covers and protects Audio Life Entertainment equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds); Providing crowd control if warranted; and furnishing directions to place of event and free parking.

Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision and holds Audio Life Entertainment completely not responsible.

17. In the event of circumstances deemed by the DJs to present a threat or implied threat of injury or harm to the DJs or any equipment in the DJs' possession, the DJs reserve the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, DJs shall resume performance in accordance with the original terms of this agreement.

18. Purchaser shall be responsible for payment of the Performance Fee in full, regardless of whether the DJs are able to resume the performance.

19. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJs reserve the right to deny any guest or event staff access to sound system, music recordings, or equipment.

20. Purchaser will take steps to protect Audio Life Entertainment equipment, music and personnel during the contracted period.

21. Purchaser shall be held responsible 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, any other party in attendance whether invited or not, and any uncontrollable instance (except in the case of gross negligence on the part of the DJs).

22. Audio Life Entertainment is the Website Owner for (URL: <http://www.audiolifeentertainment.com>). Audio Life Entertainment and its agents will take photos at the Event for promotion and advertisement on its website. The Purchaser grants Audio Life Entertainment the nonexclusive right to publish and reproduce the Photo at Audio Life Entertainment's website for an indefinite time.

23. The Purchaser warrants that it has the right to grant permission for the uses of the photos, and the photos do not infringe on the rights of any third parties.

### **Special Provisions & Additional Services Requested**

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

This agreement cannot be canceled except by mutual written consent of both the Purchaser and Audio Life Entertainment. If agreement cancellation is initiated by the Purchaser in writing and agreed to by Audio Life Entertainment in writing, Purchaser will be required to pay only 50% (within 30 days), or 75% (within 15 days) of the total Performance Fee agreed upon. Otherwise Purchaser shall be obligated to make full payment of the total Performance Fee agreed upon. All reservation fees and payments are nonrefundable.

Purchaser shall be charged \$25 for each returned check plus a \$7.50 service charge for each collection notice. In the event of non-payment, Audio Life Entertainment retains the right to attempt collection through Georgia courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Audio Life Entertainment.

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 Audio Life Entertainment 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.

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 Georgia shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Fulton County. Purchaser agrees to defend, indemnify, assume liability for and hold Audio Life Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Audio Life Entertainment performance. Audio Life Entertainment refers to its current members, and any action taken against Audio Life Entertainment will stop at the entity and/or its assets. In the case Audio Life Entertainment no longer exists as an entity and/or members do not affiliate themselves action cannot be taken against individuals.

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 Audio Life Entertainment. This agreement is not binding until signed by both parties (Purchaser and DJ) and Audio Life Entertainment has received it. Any changes must be written and signed by both the Purchaser and Audio Life 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.

Audio Life Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, Audio Life Entertainment does not waive their right to exercise those options at a future date.

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

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Purchaser Signature

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Date of Agreement

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Audio Life Entertainment Signature

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Date of Agreement

Audio Life Entertainment  
312 Lakeside Lane  
Woodstock, GA 30188

678.404.0316  
audiolifeentertainment@gmail.com