



CONTRACT FOR PROFESSIONAL DISC JOCKEY SERVICES

_____ hereby hires Moonlight Music & Video ("DJ") to provide professional disc jockey services for a _____ [Type of Event] at _____, beginning at _____ and ending at _____ on _____, [Day of Week] _____ [Month Day, Year]. DJ will supply a complete compact disc sound system and lighting truss, which will be set up and tested prior to the event.

DJ will meet individually with Client to help plan the event. At least one week prior to the event, Client will submit the proposed floor plan to DJ. Client will provide one sturdy banquet table for DJ's equipment and music, and one chair for the use of DJ during the event. The table and chair will be set up at least one hour before the time the event begins. Client will also provide a grounded 15 amp electrical outlet to which no other equipment has been connected (dedicated circuit). Client will arrange for a parking space for DJ's truck and trailer and pay the cost thereof, if any. Client designates _____ as the sole person with authority to give directions to DJ with respect to music selection, volume control, announcements, and breaks, if any.

If the event is delayed as a result of DJ's late arrival, then Client has the option to either extend the show by double the time delay, or to reduce the fee on a pro-rata basis according to the time lost. Except to the extent of compensation previously paid by Client under this Contract, DJ is not responsible for an inability to perform due to accident, injury, equipment failure, or other condition reasonably beyond his/her control.

If DJ experiences an equipment breakdown and is not able to finish the show, the fee will be paid on a pro-rata basis determined by the length of playing time. This will not apply in the case of damage to DJ's equipment that is caused by persons or incidents at the event. DJ cannot be responsible for electrical problems or power failures, unless they are directly caused by his/her actions. The Client will indemnify, defend, and hold DJ (and his employees, contractors, agents, and representatives) harmless from all actions, proceedings, claims, demands, liabilities, losses, judgments, damages, penalties, or expenses, of whatever kind, including interest, attorneys' fees, court costs, and other reasonable costs and charges resulting from the negligence or intentional misconduct of the Client or third parties involved with or present at the event, including guests and venue staff. To cover any such claims, the Client may obtain a single event liability insurance policy.

In consideration for the services provided, Client agrees to pay DJ a total fee of \$ _____ by check, by credit card, or in cash. Upon a request from Client to play longer, DJ, at his/her discretion, may perform overtime at the rate of \$ _____ per hour. Client agrees to pay a nonrefundable booking fee of \$ _____ upon signing this Contract, and the remaining balance two weeks prior to the show. All checks are to be made payable to Moonlight Music & Video. Failure to pay the balance due on the date of the event to DJ will subject Client to a \$50 late fee plus interest at the rate of 2% per month on the unpaid amount.

This Contract constitutes the entire understanding between the parties, and there are not covenants, promises, representations, or warranties other than as set forth herein. No modification of its terms will be valid unless they are recorded in a written instrument signed by both parties. In the event any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. This Contract will be interpreted according to the laws of the state of California, and jurisdiction and venue will be deemed to be proper in Kern County, California. In the event of breach of Contract, a court may award attorney fees, court costs and related expenses to the prevailing party.

This Contract is entered into on the _____ day of _____, 20_____.

DJ:
Street: 1500 Edna St.
City/State/Zip: Bakersfield, Ca 93304
Tel 661-303-8105
email: moonlightmusic@gmail.com

Client:
Street:
City/State/Zip:
Tel: (H) (W)
email: