

DJ Sunkisst Service Contract

AGREEMENT made on _____ by and between
_____, hereinafter referred to as the Purchaser, and
DJ Sunkisst, 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:

Section 1. Service Location

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

(Venue): _____

(Address): _____

Section 2. DJ Agreement

DJ Sunkisst hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

Section 3. Agreed Service

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

Section 4. Control

DJ Sunkisst hereby agrees to render his professional services and is at all times to have complete control of his program and services.

Section 5. Time and Date of Performance

The Parties hereby agree that the DJ performance shall be provided and accepted on the following date and time:

Date: _____

Start Time: _____ Finish Time: _____

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Section 6. Reservation Deposit

The Purchaser agrees to pay a **Reservation Deposit of \$40** from the total cost of performance. This is due immediately to reserve the date of performance from DJ Sunkisst.

The Reservation Deposit will be invoiced to the Purchaser within 24 hours of the signing of this contract.

The Reservation Deposit is **non-refundable** under any and all circumstances.

In order for said services to be performed by DJ Sunkisst on the said date of Performance, DJ Sunkisst **MUST** receive the Reservation Deposit from the Purchaser BEFORE the date of the Performance.

Section 7. Total Cost of Performance

DJ Sunkisst will charge the Purchaser an **hourly rate of \$_____**, for the _____ hour(s) of performance.

Additional Package(s) To Be Included:

Package: _____ Price: _____

Package: _____ Price: _____

Package: _____ Price: _____

The **Total Cost of Performance** due, including the above packages listed
(minus the Reservation Deposit listed in Sec. 6) is \$_____ and it is due from the
Purchaser on the date of the Performance on _____.

Any of the Total Cost of Performance not paid in full by the Purchaser, after the date of the Performance, will be invoiced to the Purchaser daily until payment is received and the Purchaser will be charged \$10 per invoice sent.

Purchaser Initials _____ DJ Sunkisst _____

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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 nature, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by DJ Sunkisst to find replacement entertainment at the agreed upon fees. Should DJ Sunkisst be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, DJ Sunkisst liability shall be exclusively limited to an amount equal to the performance fee and that DJ Sunkisst shall not be liable for indirect or consequential damages arising from any breach of contract.

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 that 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. 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. It is understood that if this is a "Rain or Shine" event, DJ Sunkisst's 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.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to DJ Sunkisst or any equipment in DJ Sunkisst's possession, DJ Sunkisst 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), DJ Sunkisst 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 DJ Sunkisst resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ Sunkisst reserves the right to deny any guest access to the sound system, music recordings, or any other equipment.

Purchaser shall provide DJ Sunkisst with safe and appropriate working conditions. This includes a 10-foot by 10-foot area for setup, space for setting up speakers and lighting stands. DJ Sunkisst requires a minimum of 2 15-20-amp circuit outlets from a reliable power source within 20 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 the DJ's equipment due to improper power is the responsibility of the purchaser. 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 fog). A written event/music planner or music request list

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must be received from the Purchaser and forwarded to DJ Sunkisst at least two weeks prior to the date of the engagement for it to be included in DJ Sunkisst's programming guidelines. With or without the aid of an event/music planner or music request list, DJ Sunkisst shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ Sunkisst will make an extra effort to have music requests available if they are received at least two weeks prior to the engagement.

In the event of non-payment, DJ Sunkisst 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 DJ Sunkisst. Purchaser shall be charged \$20 for each bounced check plus a \$10 service charge for each collection notice.

This agreement guarantees that DJ Sunkisst will be ready to perform at the start time of the engagement. No guarantee is made to DJ Sunkisst's time of arrival; however, DJ Sunkisst requests that he be permitted 60 minutes before the engagement and 60 minutes after the engagement for setup and takedown. If Purchaser or venue requires DJ Sunkisst to complete setup more than one hour before the start time, or to postpone take-down more than 1 hour after the end time indicated, the additional time will be charged at the rate of \$10 per hour.

Purchaser Initials _____ DJ Sunkisst _____

Section 8. Travel Charge

All events taking place within **Killeen, Harker Heights, and Fort Hood**, will not be charged a travel charge.

For events taking place **outside of Killeen, Harker Heights, and Fort Hood** a travel charge will be charged. Below are the set travel charges for each area DJ Sunkisst services.

Copperas Cove: \$20 | Belton, Nolanville, Morgan's Point, Florence: \$30 | Temple: \$40

Lampasas: \$60 | Georgetown: \$70 | Round Rock: \$90 | Waco: \$110 | Austin: \$150

Dallas, Houston, San Antonio: \$200

If the event named in this contract is taking place **outside of Killeen, Harker Heights, and Fort Hood**, please check the box below:

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If the box is checked, the Purchaser acknowledges and agrees to pay the set **Travel Charge** for the location of their event, on the date of the Performance _____ in addition to the Total Cost of Performance listed in Sec. 7. The **Travel Charge** will be sent as an invoice to the Purchaser.

Purchaser Initials _____ DJ Sunkisst _____

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 or older, 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. 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 Texas shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that court proceedings will be in Bell County. Purchaser agrees to defend, indemnify, assume liability for and hold DJ Sunkisst harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DJ Sunkisst 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 DJ Sunkisst. This agreement is not binding until signed by both Purchaser and DJ Sunkisst has received it. Any changes must be written and signed by both the Purchaser and DJ Sunkisst. 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. DJ Sunkisst may elect not to exercise their rights as specified in this agreement. By doing so, DJ Sunkisst does not waive their right to exercise those options at a future date.

The information the Purchaser provides in this contract will adhere to DJ Sunkisst's Privacy Policy which can be found at the following web address: www.djsunkisst.com/privacypolicy .

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

Purchaser:

Signature: _____

Printed Name: _____

Street Address: _____

Phone Number : _____

Email: _____

Where did you hear about DJ Sunkisst?

- Google
- Facebook
- A friend: _____
- Other: _____

DJ Sunkisst:

Owner

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