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NightZ Productions, Disc Jockey Contract

AGREEMENT

Made [redacted] (month) [redacted] (day), 201[redacted], between [redacted] (your name), hereinafter referred to as the Purchaser(s), and NightZ Productions, hereinafter referred to as the DJ.

WITNESSETH NOW THEREFORE

A \$200.00 non-refundable security deposit is required when booking your event. This deposit is deducted from your total event cost and will show in your invoice statement. In consideration of the payment by the Purchaser(s) of \$ [redacted] (total agreed price of event) as well as the various promises and the agreements set forth below, the Parties agree and intend to be legally bound as follows:

1. NightZ Productions shall provide up to [redacted] (hours of DJ service) for the Purchaser(s) at the following location:

Name Of Reception Venue:

[redacted]

Address: [redacted] City: [redacted] State: [redacted] Zip: [redacted]

Phone Number: [redacted]

2. The DJ Service, referenced in Paragraph 1, shall be provided and accepted on the following date and time of the engagement:

Event Date: [redacted]

Estimated Start Time: [redacted] AM PM

Estimated Finish Time: [redacted] AM PM

Expected Amount of Guests: [redacted]

3. The DJ Service, referenced in Paragraph 1 shall consist primarily of providing musical entertainment by means of a downloaded CD music format.

4. NightZ Productions shall, at all times, have unmitigated control of its DJ Services.

5. In the event that additional hours of DJ Services are requested after the finish time this agreement is executed, and NightZ Productions accepts said request, additional DJ Services will be charged at the rate of \$50.00 per half hour, payable the day of the engagement. The parties understand and agree that it may not always be possible to provide additional performance time; NightZ Productions is under no obligation to accept an offer to purchase additional hours of DJ Services.

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, transportation issues, riots, strikes, epidemics, any random acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by NightZ Productions to make it to the event or find replacement entertainment at the agreed upon fees. Should NightZ Productions be unable to procure a replacement, Purchaser shall receive a full refund.

Purchaser(s) agree that NightZ Productions liability shall not be liable in any amount of damage, which exceeds the performance fee(s) recited above. Further, the Purchaser(s) agree that NightZ Productions shall not be liable for indirect or consequential damages arising from any breach of contract.

It is understood that if NightZ Productions subcontracts services for your event and any liability issues or breach of this contract occurs, the subcontractor is the responsible party. NightZ Productions is not responsible for the subcontracted services provided, equipment, or performance of services. Any and all issues, court costs, attorney fees and legal damages are the responsibility of the subcontractor, not NightZ Productions.

The Purchaser(s) and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event of cancellation by the Purchaser(s) within 14 days of the their event date, the Purchaser(s) shall pay the DJ the amount of \$300.00 as liquidated damages, plus a reasonable attorney's fee. If the Purchaser(s) cancel the event within 7 days of the set event date, the Purchaser(s) shall pay the DJ the total agreed amount set forth on the contract as liquidated damages, lose their security deposit, plus a reasonable attorney's fee.

It is further agreed that the Purchaser shall be liable for any and all injury or damage 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; NightZ Productions 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 NightZ Productions staff or any equipment in NightZ Productions possession, NightZ Productions 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), NightZ Productions 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 NightZ Productions resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, NightZ Productions reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide NightZ Productions 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. NightZ Productions requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 25 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 circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for 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 fog).

A written event/music planner or music request list must be received from the Purchaser and forwarded to NightZ Productions not less than 1 week prior to the date of the engagement for it to be included in NightZ Productions programming outline NightZ Productions will attempt to play Purchaser's and Purchaser's guests' music requests, conditioned upon availability.

In the event of non-payment, NightZ Productions retains the right to attempt collection through the courts. Purchaser agrees to be held responsible for all court costs, legal fees, and collection costs incurred by NightZ Productions. Purchaser shall be charged \$30 for each returned check. It is agreed that Texas law shall control all aspects of this Agreement.

Purchasers agree to make all necessary arrangements to provide the DJ with access to the event venue not less than **2 hours** before the engagement and **45 minutes** after the engagement for setup and takedown.

Special Provisions and Services Requested

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.

This document, together with any attachments initialed by the parties, shall constitute THE ENTIRE AGREEMENT of the parties. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable as to both parties. Again, this document 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 Texas shall govern this agreement. In the event that legal proceedings are initiated by either party.

Purchaser(s) agree to indemnify, defend, assume liability for and hold NightZ Productions harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to NightZ Productions 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(s) may not transfer or assign this contract to another party without the prior written consent of NightZ Productions.

THE PARTIES acknowledge that they have read the above Agreement in its entirety, understand all of its terms and conditions, have had an opportunity to review the same with legal counsel, and agree to abide by the terms of this agreement of his/her own free will and consent.

Date: _____
_____ Purchaser

Street Address:

Home Phone: _____ Cell Phone: _____

Email Address: _____

Date: _____
_____ Danny Reed, President of NightZ Productions