



**Agreement for Entertainment Services
Don Ashford – DJ D-Lux
DMV's Most Respected
www.djdluxspinwax.com
540-775-3001 (o)**

Agreement made this day, _____ between Don Ashford, d/b/a DJ D-LUX (hereinafter referred to as "DJ") and _____ (hereinafter referred to as "PURCHASER"). Under the terms of this agreement, DJ hereby agrees to provide DJ Services for PURCHASER as outlined below:

PURCHASER's Name(s):

Address:

State: Zip:

Telephone #:

Email:

Performance Date:

Performance Site:

Site Address:

City: State: Zip:

Site Telephone: Emergency Contact:

Performance Hours: (starting time) (ending time)

Event Title:

Deposit for the amount:

\$500 or Less Event: \$100 Deposit is required upon acceptance of contract.

\$500-\$1000 Event: \$150 Deposit is required upon acceptance of contract.

\$1000-\$2000 Event: \$250 Deposit is required upon acceptance of contract.

\$2000 and above: \$500 Deposit is required upon acceptance of contract.

Payments can be made via www.djdluxspinwax.com or mailed to:

Don Ashford
8851 Mullen Road
King George, Va. 22485

The **balance** will be paid in full on the day of the scheduled event PRIOR to DJ D-LUX performance in cash, certified money order or bank check. Personal checks must be acceptable and must have address on check.



Terms and Conditions

- I. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded digital music format.
- II. This agreement guarantees that DJ will be ready to perform at the start time of the engagement. No guarantee is made as to DJ Service time of arrival; however, DJ requests that they be permitted 120 minutes before the engagement and 60 minutes after the engagement for setup and takedown. DJ 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 large stage to reach the setup area, additional labor may be charged at the rate of \$50.00. If PURCHASER or venue requires DJ to complete setup more than two hours before the start time, or to postpone takedown more than an hour after the end time indicated, the additional time may be charged at the rate of \$50.00 per half-hour.
- III. Engagements within the Indianapolis Metropolitan Area will not be assessed a travel charge.
- IV. PURCHASER shall provide the DJ with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands, and two 6 ft. long tables for audio consoles. DJ requires a minimum of one 15-20-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 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.
- V. No performance by the DJ 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 the DJ 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.
- VI. A written Event/Music Planner/Program must be received from the PURCHASER and forwarded to DJ at least 5 days prior to the date of the engagement for it to be included in DJ's programming guidelines. DJ shall



attempt to play PURCHASER's and PURCHASER's guests' music requests, if provided in MP3, 192 KBPS format, but shall not be held responsible if certain selections are unavailable.

- VII. 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 the DJ the amount set forth above as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.
- VIII. In the event of non-payment, DJ 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. PURCHASER shall be charged \$35 for each bounced check plus a \$10.00 service charge for each collection notice.
- IX. The laws of the state of Virginia shall govern this agreement. In the event of suit involving or relating to this agreement, PURCHASER agrees that venue will be in Alexandria.
- X. 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, the DJ will make all reasonable efforts to find replacement entertainment at the agreed upon fees. Should the DJ be unable to procure a replacement, PURCHASER shall receive a full refund of all funds received by DJ.
- XI. PURCHASER agrees that in all circumstances, the DJ's liability shall be exclusively limited to an amount equal to the performance fee and that the DJ shall not be liable for indirect or consequential damages arising from any breach of contract.
- XII. The PURCHASER agrees to assume complete liability for all claims of personal injury or property damage arising from the engagement noted herein and hold DJ harmless in all such cases, except when caused by DJ or his assistant. The PURCHASER indemnifies DJ from all liability for loss, damage, claims, fines or judgments that may arise as a direct or indirect result of provision of service under this contract, and/or from activities or events during the performance for any reason, the sole exception being substantive negligence on the part of DJ or his authorized representative. The liability of DJ shall not exceed the amount of payments received by DJ.
- XIII. 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.



- XIV. In the event of circumstances deemed to present a threat or implied threat of injury or harm to the DJ or any equipment in the DJ's possession, the DJ 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), the DJ 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 the DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
- XV. It is understood that DJ'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. DJ's compensation will not be affected by such cancellation.
- XVI. 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.
- XVII. All attachments 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.
- XVIII. PURCHASER may not transfer this contract to another party without the prior written consent of DJ. This agreement is not binding until signed by both PURCHASER and DJ has received it. Any changes must be written and signed by both the PURCHASER and DJ. Oral agreements are non-binding.
- XIX. DJ may elect not to exercise their rights as specified in this agreement. By doing so, DJ does not waive their right to exercise those options at a future date.



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

PURCHASER:

DJ D-LUX:

Signature

Don Ashford, Entertainer

Printed Name

Date

Date

Don Ashford
8851 Mullen Road
King George VA 22485
540-775-3001
Email: don@djdiluxspinwax.com
Website: www.djdiluxspinwax.com

Mail signed contract and deposits to:

Don Ashford
8851 Mullen Road
King George, Va. 22485