

260 8th Street SW Hickory, NC 28602 (828) 291-9418

DJ Contract

This **DJ CONTRACT** (the "Agreement") is made and entered into effective as of the date this Agreement is signed by all parties to the Agreement, by and between **DJ MAD SKILLS** (hereinafter called "Entertainer"), and the individual or entity listed below in the section titled "Customer Contact Information" (hereinafter called "Customer").

CUSTOMER CONTACT INFORMATION				
Customer Name & Primary Contact:				
Customer Address:				
Customer Phone #:		ther Phone #:		
Customer E-Mail:				
Name(s) & Contact Info of Any Other Person(s) Allowed to Discuss Event with DJ				
Mad Skills:				
EVENT INFORMATION				
Date of Event:	Event Location & Address:			
Event Duration:	Number Guests:	Event Type:		
Event Location Phone #:	Event Locatio	n Contact Name:		
SERVICES PROVIDED				
Services & Setup				
Total Fee for	Deposit (due immediately	Balance Due After S Completion of Event: \$		
Services: \$ Customer acknowledges an DEPOSIT IS NONREFUNDAB	d agrees that payments will be made	either (1) in cash, (2) via PayPal, or (3) via money order, and that		
Additional hours may be discretion/availability of En		ent at the rate of \$ per hour, subject to the sole		
Customer. Customer will p	rovide a playlist of songs to be includ-	er from a specific set list, whatever the style of music chosen by ed at least 30 days before the event. Entertainer will take requests ted music is in Entertainer's collection and/or that the time permits.		
Cancellations – Customer acknowledges and agrees that any cancellation must be made in writing and must occur more than 30 days before the event is to be held. Any cancellations occurring less than 30 days before the event is to be held shall result in the Balance Due amount becoming immediately owed by Customer to Entertainer.				
Technical Requirements f	or Entertainer:			

(Agreement continued on following/next page)

ADDITIONAL TERMS

- 1. <u>SUBSTITUTE DJ</u>. Entertainer typically uses Rodney Thompson for the provision of DJ services. If for any reason Rodney Thompson cannot make the event then Entertainer shall arrange for a Substitute DJ to work the event. Said Substitute DJ shall not charge Customer any additional fees for their services and will be authorized to collect the balance due amount from Customer after the event. Entertainer shall use its best efforts to notify Customer if a Substitute DJ is to be used.
- **DAMAGES.** Customer agrees to pay for any and all damages to Entertainer's equipment caused by any guest, family or friends of the event. Customer must inspect the Entertainer's equipment prior to the start of the event to assure it is all in working order and free from any damages.
- **SEVERABILITY.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 4. <u>No WAIVER.</u> The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.
- **ATTORNEY'S FEES.** In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
- 7. <u>ENTIRE AGREEMENT</u>. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- **8. MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

CLIENT:	ENTERTAINER:	
Print Name:	Rodney Thompson, DJ Mad Skills CEO	
Date:	Date:	