

Instructions: Initial any "boxed" paragraphs that apply and at bottom of page 2 (at "✓" marks). ***Important Statement: Complete & email: Scan at the highest resolution possible -or- scan & convert to a "pdf" document (creates smaller files) prior to emailing to insure "readability." Email documentation to dennis@aperfectdj.com. Otherwise (call prior to faxing documents) call (951) 699-9717 to fax this document. †† Note that planning documentation is due no later than two weeks (14 days) prior to event.

A Perfect DJ Contract for Mobile Disc Jockey (Mobile DJ) Services

Agreement made this _____ day of _____, 20____ (year), by and between _____ hereinafter referred to as "Purchaser" and Dennis J. Barela, doing business as A Perfect DJ hereinafter referred to as "DJ Service." WITNESS NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the parties do agree per articles 1(one) through 23 (twenty-three) as follows:

1. DESCRIPTION OF SERVICES. The Purchaser hereby engages DJ Service to provide entertainment services as a "mobile DJ." Service to be performed at:

_____ hereinafter referred to as "Event Facility".

Event Facility's contact telephone numbers: (_____) _____ - (_____) _____

1(a) DJ Service hereby agrees to provide "mobile disc jockey services (DJ Services)" for the Purchaser at the above indicated location. "DJ Services" shall consist primarily of providing musical entertainment by means of a pre-recorded music format.

1(b) DJ Service hereby agrees to render his professional services and is at all times to have complete control of his music, equipment and vehicle(s).

2. PERFORMANCE TIME. The parties hereby agree that DJ Service shall provided services outlined in articles 1 through 23 on the following date(s) and time(s):

Date: _____ • Start time: _____ A.M. P.M. • Finish time: _____ A.M. P.M.

DJ Service will arrive at an appropriate time in advance of "start time" indicated above to allow for setup of equipment. Purchaser is not charged for this setup time.

3. CONSIDERATION/PERFORMANCE FEE. The Purchaser in consideration for services outlined within articles 1 through 23, and the mutual promises contained herein, hereby agrees to pay to the DJ Service the following consideration herein referred to as "Performance Fee":

TOTAL AGREED PRICE: (Consideration): *\$ _____ ✓ Purchaser's initials: _____ *DJ Service initials: _____

4. PAYMENT TERMS. A 50% deposit and completed contract are required to secure DJ Service. This amount shall be applied to Performance Fee (article 3).

4(a) BALANCE DUE. The residual net performance fee shall be due and payable no later than 30 (thirty) days prior to the performance.

4(b) LATE PAYMENT FEE. If balance due is not received 30 (thirty) days prior to event a "late fee" of \$100 (one-hundred dollars) will be assessed by DJ Service. Balance due and "late fee" shall then be due and payable prior to performance in cash (a receipt will be issued at that time). (Note: Contracts entered into within 30 days of performance shall not be assessed late fees associated with this article. In this circumstance, you may request terms in writing from DJ Service as an amendment to this agreement since your payment options and terms may vary.)

4(c) ADDITIONAL PERFORMANCE TIME. Services requested that exceed the initially contracted time frame will be charged at the rate of \$100 (one hundred dollars) per half-hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, additional time will be granted.

5. ADDITIONAL SERVICES.

5(a) Initial here for WEDDING CEREMONY music services (Use addendum if needed): Purchaser understands that because of the unexpected nature of guests arrival time, weather, commuter traffic, unforeseen delays and "force majeure" (acts of God), "wedding ceremony" start times can vary and although attempts by DJ Service will be made to play Purchaser's music selections at the prescribed times, their omission, timing or replay may occur. ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(b) Initial here for DANCE FLOOR LIGHTING (Intelligent Dance Floor Lighting): DJ Service reserves the right to cancel this service if event is held outdoors based solely upon an adverse weather forecast from www.weather.com since this type of equipment is sensitive to moisture, can create a safety and/or electrocution hazard and takes extended amounts of time to setup or teardown. If this occurs, a refund for this extra service (if charged) will be granted. ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(c) MICROPHONE(S). The Performance Fee includes* one "wireless" hand-held microphone and one "wired" hand-held microphone used by DJ for introductions, toasts, announcements and/or speeches. If Wedding Ceremony music services are contracted for, an additional microphone is included for officiant use. Officiant must arrive 60 minutes prior to scheduled ceremony start time if officiant requests a sound check. Regardless, officiant must see DJ for fitting and adjusting of microphone prior to the start of ceremony. (*Only if initialed by both parties prior to signing). Purchaser hereby agrees to view the webpage: www.aperfectdj.com/tutorials.htm and to instruct any parties intending to use microphone(s) to view paragraphs "A" through "D" upon the webpage: www.aperfectdj.com/tutorials.htm and to address any questions regarding its content to DJ Service at least two weeks prior to the performance. For wedding ceremonies, please note that a "hand-held" wired or wireless microphone is recommended as "lapel microphones" are not able to reject unwanted noise and have inferior sound characteristics when compared to "dynamic hand-held, large diaphragm" microphones in "live" sound reinforcement situations. Although a "lapel microphone" will be provided if specifically requested by the Purchaser, DJ Service does not recommend them and is not responsible for sound anomalies resulting from their use. Additionally, per FCC guidelines, all "wireless" microphones may encounter unwanted anomalies or be subject to malfunction due to EMI or RFI interference from military, commercial and consumer electronics equipment (including cell phones). Although rare, DJ Service is not liable for losses resulting from sound anomalies, EMI or RFI interference. In addition, DJ Service is not liable for any party's misuse or lack of working knowledge of the use of microphones. The FCC is currently evaluating use of wireless microphone systems, and their use and rules are subject to change. Initialing below acknowledges disclaimers associated with this paragraph.

✓ Purchaser's initials: _____ *DJ Service initials: _____

5(d) ADDITIONAL SOUND SYSTEM. The Performance Fee indicated includes* a second sound system for the timeframe outlined above. (*Only if initialed by both parties prior to signing)

✓ Purchaser's initials: _____ *DJ Service initials: _____

5(e) SOUND REINFORCEMENT. The Performance Fee indicated includes* professional audio "sound reinforcement" of live musical acts performing in conjunction with event outlined herein but performing independently from DJ Service. (Use addendum if needed) Purchaser acknowledges that musicians receiving sound reinforcement services must arrive at least 120 minutes prior to DJ Service's performance time if they request a sound check. Purchaser acknowledges that DJ Service is not liable for acts, errors or omissions of independent musicians and/or performing acts. (*Only if initialed by both parties prior to signing)

✓ Purchaser's initials: _____ *DJ Service initials: _____

6. †† DOCUMENTATION. All planning documentation is to be completed by the Purchaser and transmitted to DJ Service at least 14 days prior to event date. Wedding planning documentation may be completed online at: www.aperfectdj.com/WEP.htm, or planning documentation for all other events at: www.aperfectdj.com/EP.htm. You may also submit via scan to dennis@aperfectdj.com or by fax (call prior to faxing documents). DJ Service is not responsible for losses, errors or omissions due to Purchaser's incomplete or misuse of planning documentation due to Purchaser's errors, omissions, misspelled, inaccurate, illegible or unintelligible information, or use of "non-standard" or "hand-written" documentation or documentation not forwarded per this article. Printable documentation for handwritten completion can be obtained for weddings at: www.aperfectdj.com/PDFs/WEP.pdf and for all other events at: <http://www.aperfectdj.com/PDFs/EP.pdf>.

6(a) LATE DOCUMENTATION FEE. If planning documentation is not received 14 days prior to event an additional fee of \$100 will be assessed by DJ Service payable prior to performance in cash (a receipt will be issued at that time). DJ Service is not liable for errors or omissions due to documentation forwarded less than 14 days prior to event. Initialing below acknowledges receipt of all necessary documentation.

✓ Purchaser's initials: _____ *DJ Service initials: _____

- 7. FORCE MAJEURE.** The agreement of the **DJ Service** to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, inclement weather or any other legitimate conditions beyond their control. **DJ Service** shall not be liable for errors, omissions or loss of services due to computer viruses or digital audio equipment anomalies. **Purchaser** agrees that in all circumstances, **DJ Service** liability shall be exclusively limited to an amount equal to the performance fee and that the **DJ Service** shall not be liable for indirect or consequential damages arising from any breach of contract.
- 7(a)** It is understood that this is a "Rain or Shine" event. **DJ Service** compensation is in no way affected by inclement weather. For outdoor performances, **Purchaser** shall provide overhead shelter for setup area (see provision "7" below). **DJ Service** reserves the right, in good faith, to stop or cancel performance should weather pose a potential danger to him, the equipment, or audience. In this instance, every effort will be made to continue the performance. However, safety is paramount in all decisions. The **DJ Service's** compensation will not be affected by postponements, delays or cancellation caused by inclement weather.
- 8. RIGHTS OF RESCISSION.** The **Purchaser** hereby acknowledges a 72 (*seventy-two*) hour right of rescission from the date of signing this agreement and/or date of deposit tendered (*whichever occurs first*). Any rescission must be received by U.S. postal mail in writing and will be bound by the postmark of the mailing. After this rescission period all deposits are nonrefundable if event is cancelled by the **Purchaser**. If **DJ Service** cancels the engagement, a full refund to the **Purchaser** will be made. Any refundable amounts will be subject to deductions equal to amounts incurred for expenses under the direction or request of the **Purchaser**. The **Purchaser** agrees that this contract is not subject to cancellation unless **DJ Service** has 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 "total agreed price" (*article 3*) as liquidated damages, 6% interest thereon, plus reasonable attorneys fee.
- 9. CANCELLATION OR POSTPONEMENT.** If **Purchaser** cancels or postpones event, **Purchaser** shall notify **DJ Service** by "certified U.S. postal mail" immediately (*within 48 hours*) upon cancellation or postponement and no later than 30 days prior to event. **Purchaser's** failure to provide notification will result in **Purchaser's** liability for payment in full ("*total agreed price*" from *article 3*) per this contract to **DJ Service** regardless of any services provided. **Purchaser** further acknowledges that all deposits are nonrefundable if **Purchaser** cancels or postpones event or if **DJ Service** is unable to reschedule services due to **DJ Service's** obligations with pre-existing events. If the **Purchaser** postpones an event as a result of personal hardship (*proof of personal hardship must be presented in writing to DJ Service at time of rescheduling*) and **Purchaser** immediately notifies **DJ Service** upon hardship occurrence, **Purchaser** shall have first right to reschedule event with any available booking dates remaining in **DJ Service's** calendar if rescheduled event is held within the normal service area of a 50 mile radius of Temecula, CA. If **Purchaser** reschedules a postponed event **Purchaser** agrees to pay a non-refundable \$200 "rescheduling fee" to **DJ Service** immediately upon rescheduling.
- 10. NON-PAYMENT.** In the event of non-payment, **DJ Service** retains the right to attempt to collect through the courts. **Purchaser** will be held responsible for all court fees, legal fees, and collection costs incurred by **DJ Service**. **Purchaser** shall be charged \$25 for the first returned check and \$35 for each subsequent check returned by a banking institution plus a \$25 service charge for each collection notice. In the event that full payment and penalties for returned checks are not made by **Purchaser**, **DJ Service** retains the rights under the laws of the state of California to collect as follows: A statutory penalty of 10% accruable to three times the face amount of the check, but not less than \$100 nor more than \$1,500.
- 11. CONFIDENTIALITY.** No performance shall be recorded, reproduced, disseminated or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with **DJ Service** relating to and permitted such recording, reproduction, or transmission. Pictures, digital images and videotape of the event are permitted for the private use of the contracting party only and no license for public dissemination or sale is granted.
- 11(a)** **Purchaser** will not at any time either directly or indirectly relay, sell, divulge, disclose, publish, post or communicate in any manner any information that is proprietary to **DJ Service** or any details or circumstances resulting from or pertaining to this business relationship and **DJ Service's** performance. **Purchaser** will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, **Purchaser** will return to **DJ Service** all records, notes, documentation and other items that were used, created, or controlled by **Purchaser** during the term of this agreement.
- 12. SAFETY.** **Purchaser** shall provide **DJ Service** with safe and appropriate working conditions. This includes a minimum 8-foot by 8-foot area for setup, space for setting up speakers and lighting stands. **DJ Service** requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along a wall) of the setup area per sound system. This circuit must be free of all other connected loads. Any delay of 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 15-20-amp outlet on separate circuit for lighting (if contracted for) is required. Total output wattage(s) shall be determined by **DJ Service** depending upon event, attendance and venue. **Purchaser** shall provide crowd control if warranted; and furnish directions to place of engagement. **Purchaser** is responsible for paying any charges imposed by the venue. These charges include, but are not limited to parking, use of electric power, and for marshal if necessary.
- 12(a)** **DJ Service** shall be allowed to set-up, operate equipment and otherwise perform in an area that allows full eye-contact with guest(s) of honor and in full site of all activities. If this provision is not feasible, **DJ Service** makes no guarantees as to the outcome or quality of performance of any specific activity where full visual cues are essential for optimal performance.
- 12(b)** **DJ Service** recommends that audio equipment including electronics and speakers are permitted to setup *directly adjacent to dance floor*. **DJ Service** recommends this setup since projecting sound across rooms, walkways, open spaces and areas where attendees are seated, walking or lingering requires higher volume levels to reach the dance floor area and therefore may expose guests to extreme sound levels. These high levels can produce uncomfortable and sometimes hazardous conditions. If this recommended setup is not permitted or feasible **Purchaser** assumes all liability resulting from physical injuries due to extreme sound levels.
- 12(c)** Unless specific instructions for placement location of equipment are not given in advance by the **Purchaser** or event coordinator, **DJ Service** will, on the day of performance, assess the venue, electrical loads, location of and number of guests and dance floor location. **DJ Service** will then setup where he deems is the best location to deliver performance. If **DJ Service** is subsequently asked to tear down, reposition and/or relocate equipment an additional fee of \$100 per relocation will be assessed by **DJ Service** payable prior to performance *in cash (a receipt will be issued at that time)*. In addition, **DJ Service** will not be responsible for time delays associated with relocating of equipment.
- 12(d)** **DJ Service** requires paved surfaces and/or ramp or elevator access between parking/service entrance and the setup area for loading and unloading of equipment. **Purchaser** is required to disclose the presence of any stairs, steps unpaved and/or grassy areas required to be encountered during setup or teardown. If these areas are not disclosed or if equipment must be carried up stairs, steps, lifted onto transference vehicle(s), lifted onto a stage or across unpaved and/or grassy areas to reach the setup area, additional labor will be charged at the rate of \$100 (one hundred dollars). If **Purchaser** or Event Facility requires **DJ Service** to complete setup or takedown in less than one hour, or to postpone takedown one hour or more after the indicated end of performance time (*per article 2*), the additional time will be charged at the rate of \$50 (fifty dollars) per half-hour.
- 12(e)** In the event of circumstances deemed to present a physical or implied threat of damage, electrocution, injury, harm or defamation of character to **DJ Service's** person, staff or equipment including vehicle and equipment trailer or if the interpretation of a weather satellite image and/or weather radar map indicates adverse imminent weather that can cause damage, electrocution, injury or harm of any kind, **DJ Service** reserves the right to cease performance. If the **Purchaser** is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes) **DJ Service** 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 the **DJ Service** resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, **DJ Service** reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
- 12(f)** When performance time outlined in "article 2" coincides with a weather forecast predicted to exceed "90° Fahrenheit" in temperature and if **DJ Service** has agreed herein to an "outdoor performance," **Purchaser** shall be responsible for providing shade and/or shelter from sunlight for the benefit of **DJ Service**. This provision shall be dictated by the weather forecast published by "<http://www.weather.com>" on the date of performance.
- 12(g)** **DJ Service** shall be granted parking of vehicle plus one attached 5X8' enclosed trailer no further than 500 feet from the performance site to allow for equipment transfer, storage, loading, unloading, troubleshooting and technical and/or mechanical problem resolution. **Purchaser** understands that parking, loading and unloading areas may differ and **DJ Service** shall be allowed to relocate vehicle as necessary.
- 12(h)** **Purchaser** agrees that **DJ Service** shall not transfer or grant control, care or possession of vehicle(s), property or equipment to any valet, employee, vendor, representative, family member, acquaintance, guest or associate.
- 13. PERSONAL DAMAGES.** **Purchaser** shall be held liable for any injury or damages to the **DJ** (person) or property of the **DJ Service** while on the premises of the said engagement if damage is caused by **Purchaser**, guest(s), associates, invitees, employees, vendors, event facility staff or any others in attendance, whether invited or not.
- 13(a)** **DJ Service's** liability for injury and/or loss is ultimately limited to coverage provided under **DJ Service's** *General Commercial Liability* insurance policy in the event of unforeseen circumstances, "force majeure" (*acts of God*), accidents or negligence. **Purchaser** understands and agrees that all other insurance coverages and/or indemnifications are the sole responsibility of the **Purchaser**. **Purchaser** and their guests, acquaintances, representatives and family members will hold **DJ Service** harmless due to injury and/or losses.

✓ **Purchaser's initials:** _____ ***DJ Service initials:** _____

14. CONTROL OF PERFORMANCE. All planning documentation must be received from the Purchaser and forwarded to DJ Service at least two weeks prior to the date of performance in order to be included in DJ Service programming guidelines (~~7-7~~) and to provide a programming and performance format for DJ Service to abide by. The Purchaser shall then at all times have complete control, direction, and supervision of the performance of DJ Service at this engagement, and Purchaser expressly reserves the right to control the manner, means and details of the performance of DJ Service. Control of performance is limited to "creative performance" and no physical license or control is granted. With or without the aid of event planning documentation DJ Service shall attempt to play Purchaser's and Purchaser's guests' music requests; however, shall not be held responsible if certain music tracks are unavailable or are otherwise illegal to obtain pursuant to Copyright Law. DJ Service will make an extra effort to have music requests available if they are received in writing at least two weeks prior to the engagement. Purchaser certifies that all entertainment permits for event are up to date and agrees to show DJ Service on demand copies thereof. Purchaser hereby agrees to view and to instruct any party intending to use microphone(s) to view the webpage: www.aperfectdj.com/tutorials.htm and to address any questions regarding its content to DJ Service at least two weeks prior to the performance.

14(a) DJ Service shall make every attempt to reproduce pre-recorded material as acoustically accurate, linear or "true-to-life" as is technologically possible, however, Purchaser acknowledges that DJ Service's performance shall primarily be governed according to the direction of the Event Facility's management and/or the direction of local authorities (including police agencies) or ordinance in regards to equipment placement, volume (in decibel or sound pressure levels), dynamic and tonal characteristics of music. DJ Service is not liable for any Venue and/or Event Facility's audio equipment or performance thereof.

15. WARRANTY. This agreement warrants that DJ Service 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 Service requests that they be permitted at least one hour before the engagement and one hour after the engagement for setup and takedown. DJ Service requires ramp or elevator access between parking/service entrance and the setup area. If the event requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50 (fifty dollars). If Purchaser or Event Facility requires DJ Service to complete setup more than one hour before start time, or to postpone takedown more than one hour after the time indicated, the additional time will be charged at the rate of \$50 (fifty dollars) per half-hour.

16. TRAVEL. Events requiring travel outside our primary service area of a 50 mile radius of Temecula, California will be charged an additional \$2.00 (two dollars) per mile in excess of 50 miles. Engagements in excess of 100 miles require accommodations for overnight stay in a local hotel/motel for DJ Service at Purchaser's expense. Accommodations must be pre-approved by DJ Service. (*Only if initialed by both parties prior to signing). (DJ Service initials represent approval of hotel)

Hotel/Location _____ Purchaser's initials: _____ *DJ Service initials: _____

17. EXECUTION OF CONTRACT. 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. Should he or she not have such authority, he or she shall personally assume full responsibility and liability under the terms of this contract.

18. RIDERS AND ADDENDUMS. All attached riders and addendums are an integral part of this contract. This contract supersedes all other contracts. If any part of this contract is deemed illegal or unenforceable in a court of law, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between parties and no statement, promises, or inducements made by any 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.

19. INDEMNIFICATION. Purchaser agrees to defend, indemnify, assume liability for and hold DJ Service harmless from any claims, damages, losses, and expenses arising from losses incurred by or to any person or property regardless of the basis, which pertain directly or indirectly to DJ Service performance. Purchaser and their guests, acquaintances, representatives and family members will hold DJ Service harmless from any legal action and will not engage in slander or libel due to injury and/or losses. 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 Service.

20. CONSTITUTION OF LEGAL BINDING AGREEMENT/SEVERABILITY. This agreement is not binding until signed by both Purchaser and DJ Service and each party has received a copy of it. Any changes must be written and signed by both the Purchaser and DJ Service. 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.

21. WAIVING OF RIGHTS OPTIONS. DJ Service may elect not to exercise their rights as specified in this agreement. By doing so, DJ Service does not waive their right to exercise those options at a future date.

22. GOVERNING AUTHORITY. The laws of the state of California shall govern this agreement. In the event of lawsuit involving or relating to this agreement, Purchaser agrees that the venue will be in Riverside County.

23. PROMISE. The parties hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser (Company name if business or organization): _____

Authorized Signature **X**: _____ Date: _____

Printed Name _____

Street address: _____

City, State, Zip: _____

Daytime Phone: (_____) _____ Cell or evening Phone: (_____) _____

Daytime Phone: (_____) _____ Cell or evening Phone: (_____) _____

Email address(es) (for correspondence): _____

Email address(es) (for correspondence): _____

Dennis J. Barela (Authorized Signature:)

_____ Date: _____