

Lighting Services Contract

Agreement made this ____ day of _____, 20__ (year), by and between _____ hereinafter referred to as "Purchaser" and DJB Field Services, Inc. hereinafter referred to as the "Lighting 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 20 (twenty) as follows:

1. DESCRIPTION OF SERVICES. The Purchaser hereby engages Lighting Service (DJB Field Services, Inc.) to provide lighting services hereinafter referred to as "Performance." The service to be performed at:

Event location contact: _____ telephone: _____

1.1 Lighting Service hereby agrees to provide "mobile stage lighting services" for Purchaser at the above indicated location as follows:

1.2 Lighting Service hereby agrees to render his professional services and is at all times to have complete control of Performance and program. This in absence of prearranged program requests received from Lighting Service at least 14 days prior to Performance.

2. The parties hereby agree that Lighting Service shall provided services outlined in articles 1 through 4 on the following date(s) and time(s):

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

3. PERFORMANCE FEE. The Purchaser in consideration for Performance outlined in articles 1 through 5, and the mutual promises contained herein, hereby agrees to pay to the Lighting Service the following:

Total Agreed Price: *\$_____ *initials: _____ (Lighting Service representative) *Buyer's initials: _____

4. TERMS. The Purchaser in consideration of the services to be rendered by the Lighting Service, and the mutual promises contained herein, hereby agrees to pay to the Lighting Service the following:

4.1 A deposit of 50% is required to secure the services of Lighting Service for the engagement. This amount shall be applied toward the Performance Fee.

4.2 The residual net Performance fee shall be due and payable no later than 30 (thirty) days prior to the Performance.

4.3 The Performance Fee indicated **includes*** dance floor lighting for the timeframe outlined above. (***only if initialed by both parties prior to signing**).

*initials: _____ (Lighting Service representative) *Buyer's initials: _____

4.4 Services requested that exceed the initially contracted time frame will be charged at the rate of \$100 (one hundred dollars) per hour, payable the day of the engagement. It may not always be possible to provide additional Performance time. However, when feasible, requests for extended playing time will be accommodated.

5. TERM/TERMINATION. This agreement shall terminate automatically on (date) _____

Additional Terms and Conditions

6. FORCE MAJEURE. The agreement of the Lighting Service 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, all reasonable efforts will be made by the Lighting Service to find replacement services at the agreed upon fees. Should the Lighting Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Lighting Service liability shall be exclusively limited to an amount equal to the performance fee and that the Lighting Service shall not be liable for indirect or consequential damages arising from any breach of contract.

6(a) It is understood that this is a "Rain or Shine" event. Lighting Service compensation is in no way affected by inclement weather. See provision (7) below. The Lighting Service reserves the right, in good faith, to stop or cancel 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 Lighting Service's compensation will not be affected by such cancellation.

7. RIGHTS OF RESCISSION. The Purchaser hereby acknowledges a 48 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. All deposits are nonrefundable if cancelled by the Purchaser. If Lighting 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 and Lighting Service 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 Lighting Service the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus reasonable attorney's fee.

8. NON-PAYMENT. In the event of non-payment, Lighting 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 Lighting Service. Purchaser shall be charged \$25 for each check returned by a banking institution plus a \$10 service charge for each collection notice. In the event that full payment and penalties for returned checks are not made by Purchaser, Lighting Service retains the rights under the laws of the state of California to collect as follows:

8.1 A statutory penalty of three times the face amount of the check, but not less than \$100 nor more than \$1,500.

9. PERSONAL DAMAGES. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the Lighting Service, or property of the Lighting Service, while on the premises of the 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.

10. SAFETY. Purchaser shall provide Lighting Service with safe and appropriate working conditions. This includes two 6-foot by 6-foot areas for setup, space for setting up lighting stands and lighting controllers. Lighting 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. This circuit must be free of all other connected loads. Any delay in the performance or damage to Lighting Service's equipment due to improper power is the responsibility of the Purchaser. Two circuits are preferred, where possible. Additional circuits must be free from loads including professional audio equipment. Total output wattage shall be determined by the Lighting Service depending upon attendees and circuit outlets provided. 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.

10(a) In the event of circumstances deemed to present a threat or implied threat of injury, harm or defamation of character to Lighting Service staff or any equipment in Lighting Service possession, Lighting Service reserves the right to cease Performance. If Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes), Lighting 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 Lighting Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this Performance, Lighting Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

11. CONTROL OF PERFORMANCE. The Purchaser shall at all times have complete control, direction, and supervision of the Performance of Lighting Service at this engagement, and Purchaser expressly reserves the right to control the manner, means and details of the Performance of services of Lighting Service. All planning documentation must be received from the Purchaser and forwarded to Lighting Service at least two weeks prior to the date of engagement in order to be included in Lighting Service programming guidelines (77). With or without the aid of event planning documentation Lighting Service shall attempt to play Purchaser's and Purchaser's guests' music requests; however, shall not be held responsible if certain selections are unavailable. Purchaser certifies that all entertainment permits for event are up to date and agrees to show Lighting Service on demand copies thereof.

12. WARRANTY. This agreement warrants that Lighting Service will be ready to perform at the start time of the engagement. No guarantee is made as to Lighting Service time of arrival, however, Lighting Service requests that they be permitted at least one hour before the engagement and one hour after the engagement for setup and takedown. Lighting Service also requests ramp or elevator access between parking/service entrance and the setup area. If the event requires setup or takedown in less time, additional labor will be charged at the rate of \$50 (fifty dollars). If Purchaser or event requires Lighting 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.

13. TRAVEL. Events requiring travel outside our primary service area of a 100 mile radius of Temecula, California will be charged at \$.50 (fifty cents) per mile in excess of 100 miles. Engagements in excess of 150 miles require accommodations be made for overnight stay in a local hotel/motel for Lighting Service at Purchaser's expense. Accommodations must be pre-approved by Lighting Service. (**only if initialed by both parties prior to signing*). (*Lighting Service initials represent approval of hotel*)

Hotel/Location _____ **initials:* _____ (*Lighting Service representative*) **Buyer's initials:* _____

14. AUTHORITY. By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants the 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 resumes full responsibility and liability under the terms of this contract.

15. RIDERS. 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 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.

16. INDEMNIFICATION. Purchaser agrees to defend, indemnify, assume liability for and hold Lighting Service harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertain directly or indirectly to Lighting Service 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 Lighting Service.

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

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

19. 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.

20. 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*): _____

Purchaser Signature **X**: _____ Date: _____

Printed Name _____ Daytime Phone: _____

Street address: _____ Cell or evening Phone: _____

City, State, Zip: _____ Email address: _____

Email address: _____

DJB Field Services, Inc. (*Authorized Signature:*)

_____ Date: _____

(*end of contract*)

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