

OUTSIDE “MOBILE DJ” (Disc Jockey) AGREEMENT

This work for hire Agreement (*this “Agreement”*) is made effective as of (*date*) _____ by and between DJB Field Services, Inc. of 44733 Avita Circle, Temecula, CA 92592, and (*name/company name*) _____

In this Agreement, the party who is contracting to receive the services shall be referred to as “Contractor” the party who will be providing the services shall be referred to as “Subcontractor.” The party receiving services shall be referred to as “Bride.”

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 13 (*thirteen*) as follows:

1. DESCRIPTION OF SERVICES. Beginning on (*date*) _____ Subcontractor will provide the following services (collectively, the “Services”) Wedding DJ services for (*event*) _____
For this engagement, services will consist of (*description*) _____

Service to be performed at **Villa De Amore, 40205 Calle Cabernet, Temecula, CA 92591** on:

(*day/date*) _____ from (*time*) _____ to _____
per the following:

1.1 Subcontractor/DJ, equipment and set-up personnel to arrive at least three (3) hours prior to event for set-up and sound check.

1.1(b) Subcontractor shall at all times keep any electrical cords or wires affixed to walking areas with the use of “gaffer tape” to avoid potentially hazardous conditions and to allow for an increased visual effect for photographic purposes. Subcontractor will not affix permanent fixtures to premises or use any adhesive tape products that produce residue. If Subcontractor does not possess the prescribed “gaffer tape,” “gaffer tape” will be provided at the cost of \$35 (thirty-five dollars) per roll payable prior to performance at the expense of the Subcontractor and/or Bride.

1.1(c) Subcontractor acknowledges that “bubbles,” bubble machines, rice, seeds and confetti are strictly prohibited from use.

1.2 “Sound check” to be completed at least 90 minutes prior to start of event without exceptions. Subcontractor/DJ shall cease set-up at least one hour prior to start of event. Subcontractor shall provide background music 15 minutes prior to start of event.

1.3 Subcontractor/DJ shall be professionally attired during event in black tuxedo, black shoes and sox, white “tuxedo shirt”

and (*color*) _____ necktie only. No employee of Subcontractor shall be allowed to wear short pants, denim jeans, athletic shoes or exercise attire of any kind during performance and shall be groomed according to **Villa De Amore** or Contractor’s instructions.

1.4 Encore performance(s) to be at DJ/Subcontractor’s discretion but only with the prior approval of **Villa De Amore** management or Contractor.

1.5 Subcontractor is to cease performance immediately upon Contractor’s or **Villa De Amore** management’s direction in the event of emergency, security concerns, to adhere to local noise ordinances or for any other reason at their discretion. Any order to cease performance is ultimately at the discretion of **Villa De Amore** management. In the event that **Villa De Amore** or Contractor ceases performance prior to Subcontractor completing their agreed upon performance time, Contractor will continue to be liable for payment in full.

1.6 Immediately following performance Subcontractor will disassemble, tear-down and remove from premises all equipment, supplies and waste including refuse and consumables. Any remaining equipment or personal articles may be disposed of or stored at management’s discretion and at Subcontractor’s expense. Subcontractor and Subcontractor’s employees are to immediately depart premises following performance. Failure to immediately disperse upon completion of services shall constitute loitering and state and/or local ordinances may be enforced at management’s discretion.

1.7 All parties acknowledge that Bride assumes all responsibility to procure all “mobile DJ,” general entertainment and “emcee” services for event outlined in article **1** (one).

1.7(b) Bride hereby acknowledges articles **1 through 1.7** and holds harmless “**DJB Field Services, Inc.,**” “**Temecula Bridal**

Concierge” and **“Villa De Amore”** from force majeure, claims, losses, expenses, fees including attorney fees, costs, and judgments resulting from Subcontractor’s failure to perform, acts, errors and omissions of Subcontractor, Subcontractor’s employees, if any, and Subcontractor’s agents or assignees. Subcontractor acknowledges that failure to comply with articles 1 through 1.7 may be construed as breach of contract and may result in immediate expulsion of Subcontractor from the premises.

Contractor’s initials: _____ Subcontractor’s initials: _____ Bride’s initials: _____

2. **PAYMENT FOR SERVICES.** Contractor will pay compensation to Subcontractor for the Services based on **\$1.00 (One Dollar)** per performance outlined in articles 1 through 1.7 above. This compensation **does not** include additional compensation(s) to Subcontractor directly from Bride or Bride’s employees, subcontractors or agents. Additional compensations from Bride are the sole responsibility of the Subcontractor and Bride. This agreement **does not** cover, guarantee, warrantee nor govern any additional compensation(s) to or from the Subcontractor and/or Bride severally or in its entirety. This agreement is contingent upon completed and accepted contract(s) from venue, event coordinator, promoter and/or private party customer (Bride) authorizing consent for services and subcontractor submitting proof of insurance. Payment to be tendered immediately upon completion of service.

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

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Subcontractor is an independent contractor with respect to Contractor, and not an employee of **DJB Field Services, Inc., Temecula Bridal Concierge or Villa De Amore.** Contractor will not provide fringe benefits, including health insurance benefits, paid vacation or any employee benefit, for the benefit of Subcontractor.

5. **PROOF OF INSURANCE.** Subcontractor must provide proof of insurance by (date) _____. Insurance shall be in the amount of at least \$1,000,000 (two-million dollar aggregate) liability and be legally in force at time of performance. Subcontractor to provide a copy of the “declaration page” of liability policy. Copy of liability policy “declaration page” shall herein be known as **“Addendum A”** to this agreement. If Subcontractor cannot provide insurance it is understood that the Subcontractor and their employees and property are not allowed on any premises owned and/or operated by **DJB Field Services, Inc., Temecula Bridal Concierge or Villa De Amore** at any time. Further, subcontractor and employees are not allowed or authorized to perform whatsoever. In the event that Subcontractor cannot furnish adequate insurance this contract shall be null and void and Contractor will substitute an approved **“Mobile Disc Jockey,”** if available, at the expense of the Bride.

Contractor’s initials: _____ Subcontractor’s initials: _____ Bride’s initials: _____

6. **UMBRELLA COVERAGE.** Bride assumes all liability in excess of Subcontractor’s limits of liability insurance coverage and shall otherwise hold harmless **DJB Field Services, Inc., Temecula Bridal Concierge and Villa De Amore** from acts, omissions and errors performed by the Subcontractor.

Contractor’s initials: _____ Subcontractor’s initials: _____ Bride’s initials: _____

7. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or part by Subcontractor in connection with the Services shall be the exclusive ownership of DJB Field Services, Inc. to the Work Product.

(Name/company name) _____ will continue to own and control all existing copyrights and trademarks for any licensed original musical works and merchandise.

8. **CONFIDENTIALITY.** Subcontractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Subcontractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Contractor. Subcontractor 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, Subcontractor will return to Contractor all records, notes, documentation and other items that were used, created, or controlled by Subcontractor during the term of this agreement.

Contractor’s initials: _____ Subcontractor’s initials: _____ Bride’s initials: _____

9. **INJURIES.** Subcontractor acknowledges Subcontractor’s obligation to obtain appropriate insurance coverage in the amount of no less than \$2,000,000 aggregate liability for the benefit of the Subcontractor (and Subcontractor’s employees, if any) and event facility guests. Subcontractor waives any rights to recovery from Contractor for any injuries that Subcontractor (and/or Subcontractor’s employees) may sustain while performing services under this Agreement and that are a result of negligence of Subcontractor or Subcontractor’s employees.

10. **INDEMNIFICATION.** Subcontractor agrees to indemnify and hold harmless **“DJB Field Services, Inc.,” “Temecula Bridal Concierge”** and **“Villa De Amore”** from claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against **“DJB Field Services, Inc.,” “Temecula Bridal Concierge”** and **“Villa De Amore”** including their employees, agents and associates that result from “force majeure,” acts, errors and omissions of Subcontractor, Subcontractor’s employees, if any, and Subcontractor’s agents and assignees.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any agreement whether oral or written.

12. **SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **APPLICABLE LAW.** 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.

PARTY CONTRACTING SERVICES (Contractor):

DJB Field Services, Inc.

By: _____ Date signed _____

Dennis J. Barela; *President, DJB Field Services, Inc.*

OUTSIDE DJ (Subcontractor): <i>(Attach copy of "declaration page" of liability insurance)</i>	
<i>Subcontractor's legal name (print)</i>	<i>Subcontractor's business name(print)</i>
<i>Subcontractor's Address (print)</i>	<i>Subcontractor's cell phone telephone number</i>
<i>Subcontractor's City, State, Zip (print)</i>	<i>Subcontractor's business telephone number</i>
<i>Subcontractor's Social Security number or Tax ID #</i>	<i>Subcontractor's fax telephone number</i>
<i>Subcontractor's Insurance carrier (company name)</i>	<i>Subcontractor's insurance policy number & expiration date</i>
<i>Business license number</i>	<i>Subcontractor's email Address (print)</i>
<i>Signature: I declare that by signing below, I am an authorized representative for the Subcontractor:</i> X	<i>Date signed</i>

BRIDE:

Bride's Name (print)

Bride's Address (print)

Bride's City, State, Zip (print)

By: **X** _____ Date signed _____

Bride

(end)