



Earful Entertainment
1394 Old Mill Circle
Suite 207
Winston- Salem, NC 27103
Phone: 336-283-7847

DJ Services

The parties in this contract are Earful Entertainment

(Hereafter “Vendor”)

&

_____ (Hereafter “Client”).

Agreement/Services

- Whereas, Client is hosting an Event to occur at (_____) on beginning at _____.
- Whereas, Vendor desires to deliver (_____) during said Party;
- A song request link will be sent to the said (“Client”) to preselect music for the said (“Event”)

(We will do every effort to provide the songs of your choice however, some items may not be in our inventory of music.) Proper notice will be given in the event some songs are not available.

- *** Please keep in mind songs requested during the (“Event”) cannot be edited. * We will try to provide a clean version of the song requested, however it can’t be guaranteed.**

(“Client”) agrees to have song request played during the event that may not be filtered. Please sign if you agree to unfiltered content being played.

Without proper consent unfiltered content will not be played.

Whereas, client will pay vendor the sum of (\$) for services at and during the said Event; listed within this agreement. ("Client") understands a non-refundable deposit of (\$50.00) is due upon completion of the agreement to black out the said, date & time within the agreement.

Any remaining balance must be paid 48 hours prior to the event!

DO Not complete, this is for office use only

Equipment:

Please review and initial the following terms:

Terms:

("Vendor") shall have access to the agreed upon location by the ("client") no less than **1 hour** before the (Party's) commencement for the purpose of setting up ("Vendor's") equipment, and other things necessary and reasonable.

*** ("Vendor") to arrive & ensure proper set- up with sound check. ***

*** ("Vendor") will provide electrical drop cords to provide preselected music as agreed up, ("Client") will hold the said ("Vendor") harmless of any electrical malfunctions and or damages that may occur at the said location. ("Client") agrees all electrical outlets are in good working condition and equipped to handle electrical drop cords. ("Vendor") will not perform services other than those described herein at and during the party. In the event DJ services are rendered past the conclusion time of there will be an overtime fee of **\$75.00** per 30 minutes of conclusion time.**

Example:

4:30 p.m = \$75.00

5:00 p.m = 75.00

· ("Vendor") shall have access to the location for up to **1 hour** after the "Party's" conclusion at to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before setting up.

· Client hereby agrees to indemnify and hold harmless the vendor against any damages or claims that may arise in connection with Vendor's presence at the said (Party) and ("Vendor's") activities of any kind. It is understood that in no event shall vendor be liable for consequential damages of client's property of any kind.

· For your convenience, payments to vendor can be made by cash, online and or certified check.

Checks can be made out to: Earful Entertainment

· Liability – It is understood that vendor is only liable for services completed and provided by vendor and cannot be held liable for the services of other contracted vendors.

· *Cancellation Policy – If event is canceled or the event is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).*

· Postponement Policy – If event is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If client requires services to resume, post new event date being established, payment will be required at time of service restart.

· Failure to Perform Services - In the event Vendor cannot or will not perform its obligations in any or all parts of this Agreement, responsible party will:

Immediately give Notice to Client via the Notice provisions detailed in this agreement; and issue a refund or credit based on a reasonably accurate percentage of services rendered; and excuse Client of any further performance and/or payment obligations in this agreement.

Responsibility

· Vendor is not responsible for Acts Of God, Natural Disasters, Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the vendor, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, consultant will obtain, upon approval of the client, a qualified professional replacement to fulfill consultant's obligations under the contract, at no additional charge to the client.

· Force by nature – Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

· A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or war, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether

declared or not); or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

· Damage or Loss of Accessories – (“Client”) agrees to exercise all due care in caring for, and preserving the property of vendor. Clients shall remain responsible for all loss or damage to rentals and equipment, up to and including actual replacement value for each missing or damaged item per cost.

· Attorney - If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

Permitted Uses of photos(s).

· (“Client”) grants to (“Vendor”) a non-exclusive license of product(s) produced with and for (“Client”) for personal/business use only so long as (“Vendor”) provides (“Client”) with attribution each time (“Vendor”) uses (Client’s) photos captured during the event. Personal/business use includes, but is not limited to, use within the following contexts:

1. In photos on social media pages or profiles; or
2. In personal creations, such as a scrapbook or personal gift; or
3. In personal communications, such as a family newsletter or email or holiday card.

General Provisions

· Governing Law - The laws of NC govern all matters arising out of or relating to this Agreement.

· Severability - If any portion of this agreement is deemed to be illegal or unenforceable, the remaining provisions of this agreement remain in full force.

· Notice - Parties shall provide effective notice regarding cancellation to each other via either of the following methods of delivery at the date and time which the Notice is sent:

Vendor's Email:

Earfulentertainment@gmail.com

(“Vendors”) Phone: 336-283-7487

(“Client”) Email:

(“Clients”) Phone :

Limit of Liability

· Maximum Damages. ("Client") agrees that the maximum amount of damages he or she is entitled to in any claim relating to this agreement or services provided in this Agreement are not to exceed the total cost of services provided by Vendor.

· ("Client") agrees to reimburse the vendor listed in this agreement as (Earful Entertainment") in the event ("Vendor's") equipment listed in this agreement is damaged due to negligence of (Clients") guest at the location listed within this agreement. Client will reimburse vendor according to the current market rate of equipment listed.

· The undersigned have read this contract, understand its terms, and agree to be bound thereby. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Merger

· This agreement constitutes the final, exclusive agreement between the parties relating to the requested services on(_____) and services contained in this agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

("Client) Signature

X _____

Date:

X _____

("Vendor")

X _____

Date:

X _____