

CONTRACT FOR PROFESSIONAL DISC JOCKEY SERVICES

_____ (Client) hereby hires NDE Sounds – By Request (“DJ”) to provide professional disc jockey services for:

_____ [Type of Event]

_____ [Address of Event]

beginning at _____ and ending at _____

on, _____ [Day of Week] _____ [Month/Day/Year].

DJ will supply a complete system, which will be set up and tested prior to the event start time. DJ will meet individually with Client, by client’s request, to help plan the event. At least one week prior to the event, client will submit the proposed floor plan to the DJ. Client will provide a suitable grounded electrical outlet(s) to which no other equipment has been connected. Client will arrange for a parking space for DJ’s vehicle(s) and pay the cost, if any.

Client designates _____ as the sole person with authority to give directions to DJ with respect to music selection, volume control, announcements, and breaks, if any.

Music requests:

DJ may take song requests from guests if client approves:

(please circle) **YES** **NO**

From time to time the DJ plays songs containing explicit language and explicit content. The DJ understands that explicit music isn’t appropriate at all events and may alter his playlist to play clean versions of songs, per client’s request. (circle choice) **EXPLICIT** **MODERATE** **CLEAN**

Equipment Policy:

If DJ experiences an equipment breakdown and is not able to finish the show, the fee will be paid on a pro rata basis determined by the length of playing time. This will not apply in the case of damage to DJ’s equipment that is caused by persons or incidents at the event. If damage is caused to the DJ’s equipment as the result of negligence by the client or persons at the event, the client is fully responsible for reimbursing the DJ the full value of all equipment damaged. **Initial Here** _____

The Client will indemnify, defend, and hold DJ harmless from all actions, proceedings claims, demands, liabilities, losses, judgments, damages, penalties, or expenses, of whatever kind, including interest, attorneys’ fees, court cost, and other reasonable cost and charges resulting from the negligence or intentional misconduct of the Client or third parties involved with or present at the event, including guest and venue staff. To cover any such claims, the Client may obtain a single liability insurance policy.

Special Effects:

The DJ will be using strobing and moving lights during the event. Rapidly strobing lights have been known to cause vertigo, nausea, and trigger epilepsy, and the client should inform the DJ of lighting, strobing concerns. Circle strobing preference: **FULL** **MODERATE** **NONE**

The DJ is not held responsible for any damage to venue property or guest property caused by our water-based haze and fog. The DJ is not responsible if the haze or fog sets off any smoke detectors/alarms.

Circle haze choice: **YES** **NO**

Photography Preferences:

At certain events NDE Sounds may take pictures to use for advertising purposes. These pictures will not be of certain guests, but may include guests in the picture. With your permission NDE Sounds may use any pictures we take on our website and social media for advertising purposes.

Circle picture preferences: **YES** **NO**

Work Space Policy:

Purchaser shall provide the DJ with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, and space for setting up speakers and lighting. The DJ requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. **Initial Here** _____

Payment:

In consideration for the services provided, Client agrees to pay DJ a total fee of \$ _____ by check, cash, credit, or debit.

Upon a request from Client to play longer, DJ at his/her discretion, may perform overtime at the rate of \$75.00 per hour.

Deposit:

Client agrees to pay a nonrefundable booking fee of 50% of the quoted cost for the event. \$ _____ DJ may schedule another event on the same date and time if no deposit has been received.

The remaining balance must be paid within 72 hours of the event. Failure to pay the balance due on the date of the event to DJ will subject Client to a \$ 100.00 late fee plus interest at the rate of 5% per month on the unpaid amount.

Refund Policy:

Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of this agreement for whatever reason.

Cancellation Policy:

In the event of cancellation on behalf of the the client, any pending payment will be cancelled immediately upon notice. Any payments/deposits that have already been made will not be refunded.

If the event is delayed as a result of DJ's late arrival, the Client has the option to either extend the show by double the time delay or reduce the fee on a pro rata basis according to the time lost, except to the extent of compensation previously paid by Client under this contract. DJ is not responsible for the inability to perform due to accident, injury, equipment failure, or other condition reasonably beyond his/her control.

This Contract constitutes the entire understanding between the parties, and there are not covenants, promises, representations, or warranties other than as set forth herein. No modification of its terms will be valid unless they are recorded in a written instrument signed by both parties. In the event any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. This contract will be interpreted according to the laws of the state of Indiana.

In the event of breach of Contract, a court may award attorney fees, court cost and related expenses to the prevailing party.



Client Name Printed

Client Phone Number

Client e-mail

Client Signature _____ / _____ / _____
Month Day Year



Noah Davis

DJ Name

DJ Phone Number

DJ e-mail

DJ Signature _____ / _____ / _____
Month Day Year

Nick Kiefer
Lighting / Audio Technician Phone: (317) 414-8772