

# DJ CONTRACT

## Parties

Hirer ("Hirer"): John Doe

DJ ("DJ"): Jeremy Sellers

## Performance

DJ shall appear as DJ TechZombie to perform at Broken Arrow, OK on 11/28/2015 from 5:00 PM to 10:30 PM (collectively, the "Performance").

No less than 1 week before the earliest Performance, Hirer must provide DJ with a music request list, if any. DJ will not be held responsible if certain selections are unavailable.

## Payment

The total fee (the "Fee") for the above Performance/s is \$400. Of the Fee, \$200 is due at signing as a deposit (the "Deposit").

The balance of the Fee is due immediately at the conclusion of the earliest Performance.

DJ reserves the right to decline or charge additionally for work that exceeds the Performance description above. If accepted, additional work will be billed at the rate of \$50 per hour and shall be payable the day the work is performed.

## Equipment and Access

DJ will furnish the following equipment for the Performance:

Dell Laptop Numark MixT rack DJ Controller DJ Table Audio Cables Power cables Behringer Xenyx Mixer 2x Harbinger V2112 Powered Speakers (if Needed)

Hirer will furnish the following equipment for the Performance:

N/A

## Additional Hirer Obligations

Hirer will:

- Provide reasonable access to the venue for setup, sound checks, and takedown.
- Provide onsite parking for DJ.
- Provide safe working conditions for DJ and ensure that all furnished equipment and facilities are in good working order.
- Be in compliance with all statutory requirements, including adequate staging with protection from the sun and bad weather, and will obtain all permits, consents and licenses necessary for the Performance.
- Provide safe and adequate power supplies operated by competent persons in accordance with all statutory requirements. If any of DJ's equipment is damaged by improper operation of the power supply by Hirer, then Hirer will reimburse any cost incurred to repair or replace the equipment.

## Delay & Interruptions

If any performance is delayed, interrupted or finishes early as a result of any act or omission of the Hirer or due to weather or an act of God, Hirer remains liable to DJ for the full Fee.

## Cancellation of Performance

If Hirer cancels the Performance less than 1 days before the earliest performance, DJ shall retain the Deposit and the entire balance of the Fee shall be payable to DJ. If Hirer cancels earlier, then DJ shall retain the Deposit.

If DJ is unable to perform due to weather conditions, an act of God or any other cause beyond the DJ's control, then DJ shall retain the Deposit.

If DJ cancels for reasons within DJ's control, DJ must refund the Deposit.

## Recording and Images

Hirer is not authorized to record (audio or video), photograph, or broadcast the Performance or use DJ's likeness for any purpose except as follows:

Video/Photo recording for personal use only

## Liability & Indemnification

In no event shall DJ's liability to Hirer exceed the Fee amount.

Hirer shall be responsible for any injury or damages to the DJ or property of the DJ while on the premises of the Performance, if damage is caused by Hirer, guests, or any other parties in attendance, whether invited or not.

Hirer agrees to indemnify and hold harmless DJ from any claims, actions, suits, damages or other costs from anyone who suffers any loss or damage as a result of the Performance or cancellation of the Performance.

#### **Independent Contractor**

DJ is an independent contractor, not an employee of Client. DJ is solely responsible for all taxes, withholdings, insurance, and any obligations that may apply to an independent contractor.

#### **Miscellaneous**

No party to this Agreement may delegate, transfer or assign this Agreement to another party without the written consent of the other parties to this Agreement.

This is the parties' entire Agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of Oklahoma govern this agreement and any disputes arising from it must be handled exclusively in courts in that state. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Signing a copy of this Agreement, physical or electronic, shall have the same effect as signing an original.

#### **Signatures**



Jeremy Sellers  
DJ Techzombie  
TechZombie Entertainment  
Services

Signed: November 23, 2015 at 19:40 GMT

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John Doe  
Signed: November 23, 2015 at 19:43 GMT

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