

Service Contract / Agreement for DJ Tom's Service

AGREEMENT made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the Purchaser, and DJ Tom (Tom Koperski), hereinafter referred to as the DJ.

WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages DJ Tom to provide a DJ Service. The service to be performed at Event Location on the agreed upon Date & Time:

(Venue): _____

(Address): _____

(Phone #): _____

2. DJ Tom hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. DJ Tom Services shall consist primarily of providing musical entertainment by means of a recorded music format for the Purchaser.

4. DJ Tom hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Tom shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____.

Start Time(s): _____AM/PM

Finish Time(s): _____AM/PM

Services requested that exceed the previously agreed upon time frame will be charged at the rate of \$_____ per half an 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.

6. The Purchaser in consideration of the DJ Services to be rendered by DJ Tom, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

A non-refundable reservation fee of \$_____, is required to secure the services of DJ Tom for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$_____ for the time frame outlined above.

Purchaser Initials _____ By DJ Tom's Service _____

Additional Terms and Conditions

The agreement of DJ Tom to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control (IE: weather conditions). Should DJ Tom be unable to procure a replacement, the Purchaser shall receive a full refund. The Purchaser agrees that in all circumstances, DJ Tom liability shall be exclusively limited to an amount equal to the performance fee and that DJ Tom shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled by the Purchaser within 30 days of the engagement unless the DJ cancels the engagement. Unless cancellation is due to special circumstances.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with by DJ Tom relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The purchaser and DJ 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 DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 7% interest thereon, plus a reasonable attorney's fee.

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

It is understood that for outdoor performances, the Purchaser shall provide overhead shelter for setup area. The DJ reserves the right, in good faith, to stop or cancel the 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 DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to DJ Tom – his staff or any equipment in DJ Tom's possession, DJ Tom reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), DJ Tom 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 DJ Tom resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ Tom reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ DJ Tom _____

The Purchaser shall provide DJ Tom with safe and appropriate working conditions.

- + This includes a 6-foot by 15-foot area for setup, space for setting up speakers and lighting equipment.
- + The Purchaser shall ensure that the place of engagement is open and available to the DJ at least two hours before the scheduled starting time of event.
- + The Purchaser will provide DJ Tom one table, at least 30" X 8 feet, in order to set up on.
- + DJ Tom 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 or more circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting are recommended, to be made available by the Purchaser.
- + The Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement.
- + The Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).
- + The Purchaser shall at all times have complete control, direction and supervision of the performance of DJ Tom at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of DJ Tom.
- + A written event/music planner or music request list must be received from the Purchaser and forwarded to DJ Tom at least two weeks prior to the date of the engagement for it to be included in DJ Tom's programming guidelines. With or without the aid of an event/music planner or music request list, DJ Tom shall attempt to play the Purchaser's and the Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ Tom will make an extra effort to have music requests available if they are received **IN WRITING** at least two weeks prior to the engagement.
- + In the event of non-payment, DJ Tom retains the right to attempt collection through the courts. The Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Tom. The Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.
- + This agreement guarantees that DJ Tom will be ready to perform at the start time of the engagement. DJ Tom makes no guarantee as to time of arrival for the performance. However, DJ J Tom requests that they be permitted _____ before the engagement and _____ after the engagement for setup and takedown. DJ Tom also requests ramp or elevator access between the parking/service entrance and the setup area.
- + If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00 to the Purchaser. If the Purchaser or venue requires DJ Tom to complete take down less than two hour afterwards, or to postpone takedown more than an hour after the end time indicated, the additional time will be charged at the rate of \$25.00 per half-hour.

Engagements within a 250 mile radius the Lincoln Area will not be assessed a travel charge. Services provided for commercial based contracts requiring travel outside of this area will be charged at **\$0.10 per mile .** Engagements in excess of **250 miles** of Lincoln Nebraska will require accommodations be made for an overnight stay in a local hotel/motel for DJ Tom to be provided by the Purchaser.

Special provisions & Additional Services Requested

Purchaser Initials _____ DJ Tom _____

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

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 the 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.

The laws of the State of Nebraska shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Lancaster County.

Purchaser agrees to defend, indemnify, assume liability for and holds DJ Tom harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DJ tom's 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.

The Purchaser may not transfer this contract to another party without the prior written consent of DJ Tom. This agreement is not binding until signed by both the Purchaser and DJ Tom has received it. Any changes must be written and signed by both the Purchaser and by DJ Tom. 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.

DJ Tom may elect not to exercise their rights as specified in this agreement. By doing so, DJ Tom does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser:

Signature

Printed Name

Street Address: _____

Daytime Phone: _____

Evening Phone: _____

DJ Tom:

Tom Koperski, Owner - Operator

Contact Information:

Tom Koperski
331 West Dawes Ave
Lincoln, Nebraska 68521

Tom's Cell: 402-326-8514
DJTomrocks@aol.com