



Weddings - Parties - Corporate Events - Proms

"We bring the nightclub to you..."

Dan Hilbun Randy Hamlin
513-309-6272 & 513-256-6040
www.dropzonedjs.com

AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the Purchaser, and DropZone DJ Services, 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 the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____ City: _____ State: _____ Zip: _____

(Phone #): _____

- 2. DropZone DJ Services hereby agrees to provide a DJ Services for the Purchaser at the above-mentioned location.
- 3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
- 4. DropZone DJ Services 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 Service 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 (4 hours minimum)

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

- A refundable* reservation fee of **\$150.00**, is required to secure the services of DropZone DJ Services for the date of your engagement. This amount shall be applied toward the total Performance Fee.
**Deposits are nonrefundable once 180 days within the event has been reached. (Please allow 4-6 weeks to process refunds)*
- The Performance Fee is **\$850.00*** for the time frame outlined above. (Discount Code: _____ Discount: _____ *Approval: _____)
**Deposit will be deducted from this amount (\$ _____ balance due at least two weeks prior to event)*
- Services requested that exceeds a five-hour time frame will be charged at the rate of \$ **50.00** per event which includes up to 2 more additional hours, 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.

Purchaser Initials _____ DropZone DJ Services _____

**Approval signature:* _____

Additional Terms and Conditions:

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made to find replacement entertainment at the agreed upon fees. Should DropZone DJ Services be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, DropZone DJ Services liability shall be exclusively limited to an amount equal to the performance fee and that DropZone DJ Services shall not be liable for indirect or consequential damages arising from any breach of contract.

**Deposits are nonrefundable, if an engagement is cancelled within 180 days of the engagement.*

The purchaser and DJ agree that this contract is not subject to change or cancellation unless both parties have agreed to such changes or cancellation in writing. In the event the Purchaser breaches the contract later than 30 days prior to the event, he or she shall pay the DJ the amount set forth above as "Wage agreed upon", due to allotted time blocked off of the DJ's schedule and not being able to recover lost revenues.

It is hereby further agreed; that the Purchaser can 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, so it is the purchaser's responsibility to maintain control of guests.

It is understood that if this is a "Rain or Shine" event, DropZone DJ Services compensation is in no way affected by inclement weather. For outdoor performances, 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 DropZone DJ Services staff or any equipment in DropZone DJ Services possession, DropZone DJ Services reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes), DropZone DJ Services 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 DropZone DJ Services resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DropZone DJ Services reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ DropZone DJ Services _____

Purchaser shall provide DropZone DJ Services with safe and appropriate working conditions. This includes a 12-foot by 8-foot area for setup, space for setting up speakers and lighting stands. DropZone DJ Services requires a minimum of two 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. Any additional circuits are preferred, where possible. **Purchaser shall provide crowd control if warranted;** and furnishing directions to place of engagement. 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 DropZone DJ Services at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of DropZone DJ Services. **A written event/music planner or music request list must be received from the Purchaser and forwarded to DropZone DJ Services at least two weeks prior to the date of the engagement for it to be included in DropZone DJ Services programming guidelines.** With or without the aid of an event/music planner or music request list, DropZone DJ Services shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DropZone DJ Services 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, DropZone DJ Services retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DropZone DJ Services. Purchaser shall be charged \$35 for each bounced check plus a \$10.00 service charge for each collection notice.

This agreement guarantees that DropZone DJ Services will be ready to perform at the start time of the engagement. No guarantee is made as to DropZone DJ Services time of arrival; however, DropZone DJ Services requests that they be permitted at least 120 minutes before the engagement and 60 minutes after the engagement for setup and takedown. DropZone DJ Services also requests that a ramp or elevator access between the parking/service entrance and the setup area be available. 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 \$ _____ (To be determined if needed). If Purchaser or venue requires DropZone DJ Services to complete setup more than two hours before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will may charged at the rate of \$ 50.00 per hour. (Negotiable)

Engagements within the Greater Cincinnati area will not be assessed a travel charge. Services requiring travel outside of this area (determined by DropZone DJ Services) will be charged at flat rate fee predetermined by DropZone DJ Services and pre-approved by purchaser. Engagements in excess of 75 miles will require accommodations be made for an overnight stay in a local hotel/motel for DropZone DJ Services; which is to be provided by Purchaser. (1 Room/2 Doubles)

Special provisions & Additional Services Requested:

Purchaser Initials _____ DropZone DJ Services _____

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 of 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 Ohio/Kentucky/Indiana shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Hamilton County. Purchaser agrees to defend, indemnify, assume liability for and hold DropZone DJ Services harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DropZone DJ Services 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. Purchaser may not transfer this contract to another party without the prior written consent of DropZone DJ Services. This agreement is not binding until signed by both Purchaser and DropZone DJ Services has received it. Any changes must be written and signed by both the Purchaser and DropZone DJ Services. 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.

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

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

Purchaser:

Signature _____ Printed Name _____

Street Address: _____ City: _____ State: _____ Zip: _____

Daytime Phone: (____) _____ Evening Phone: (____) _____

Secondary Contact: _____ Phone Number: (____) _____

DropZone DJ Services:

Dan Hilbun and/or Randy Hamlin, Owners Date: _____