



www.professionalmusicdj.jimdo.com
djrafa1@yahoo.com
DJ RAFA Service Entertainment
(954)210-3435
CONTRACT

AGREEMENT made this ___ day of _____, 20___, by and between _____, herein after referred to as the Purchaser, and By Request Mobile DJ Rafa Service, 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:

Name: _____

(Address): _____

(Phone #): _____

2. By Request Mobile DJ Rafa Service hereby agrees to provide a DJ Service 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. 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): _____

Finish Time(s): _____

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, 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 By Request Mobile DJ Rafa Service for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee by DJ Rafa is \$ _____. The remaining balance is "rendered day of service" for total Hours _____ of Event. ****CASH ONLY****

Services requested that exceed the "Fee time" frame will be charged at the rate of \$80 per 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.

Purchaser Initials _____ By Request Mobile DJ Rafa

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, The Party Stop by the Police or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made By Request Mobile DJ Rafa Service to find replacement entertainment at the agreed upon fees. Should By Request Mobile DJ Rafa Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, By Request Mobile DJ Rafa Service liability shall be exclusively limited to an amount equal to the performance fee and that By Request Mobile DJ Rafa Service shall not be liable for indirect or consequential damages arising from any breach of contract. In the event that DJ Rafa can't be your DJ for the scheduled date, will be replaced by company group DJ.

All deposits are nonrefundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement.

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, 6% 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 if this is a "Rain or Shine" event, By Request Mobile DJ Rafa 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 By Request Mobile DJ Rafa Service staff or any equipment in By Request Mobile DJ Service possession, By Request Mobile DJ Service 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), By Request Mobile DJ Rafa Service 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 By Request Mobile DJ Rafa Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, By Request Mobile DJ Rafa Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____

Thank you

Date _____

Purchaser Name _____

Purchaser Signature _____ By Request Mobile DJ Rafa Service

****CASH ONLY CONTRACT****

