

1097 Erie St E Windsor, ON N9A 3Z2 Office: 519-987-1155, FAX: 519-987-1156, CELL: 437-996-7030

www.bbbnationentertainment.com

EMAIL: info@bbbnationentertainment.com / djdbrice@bbbnatio.com

DJ Contract

This DJ is made and entered between The Client and the DJ who are collectively referred to as the "Parties" and individually as "Party".

REFER TO THE PRINTED AND SIGNED COPY OF THIS AGREEMENT FOR MORE INFORMATION ABOUT THE PARTIES.

This contract shall commence as of the Effective Date on the signed Agreement and shall terminate on date and time stated on the signed copy of the Agreement.

Terms and Conditions

WHEREAS the Client wishes to engage the DJ to provide the disc jockey (DJ) services at its Party (hereinafter referred to as the "Event") and the DJ agrees to provide the DJ services or musical entertainment (hereinafter referred to as the "Services") at the Event on the terms and conditions hereinafter set forth.

1. Event Description

Requirements

DJ requires the following space and electrical requirements in order to provide DJ Services:

- 1. **Space Requirements:** The DJ requires a space or area for setup, space for setting up DJ Deck, speakers, and lighting stands.
- 2. **Electrical Requirements:** The DJ requires a minimum of one circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area.

3. D.J Service

The DJ shall provide up to [based on the selected DJ PACKAGE] hours of DJ service for the Client at the Event. The DJ service shall consist mainly of



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providing musical entertainment by means of recorded music format. And Mc services.

4. Payment

All payments and terms and conations are stated on the signed agreement. Please refer to the paper agreement for payment terms

In case, additional hours of DJ Services are requested that are beyond the agreed-upon time in this Contract, additional DJ Services will be charged at the rate of **base on the DJ Package** per hour payable on the day of the Event. If any invoice is not paid when due, a late fee of \$25 CAD / Day shall be charged to the Client.

4. DJ's Responsibilities

- 1. The DJ shall arrive at the venue at least 1 Hour before the starting of the Event to set up and conduct a soundcheck.
- 2. The DJ affirms that it is familiar with both the indoor and outdoor set-up and sound mixing.
- 3. The DJ shall include guest's requests into the playlist whenever possible.
- 4. The DJ shall play the music non-stop unless stopped by the Client.
- 5. The DJ shall use its own equipment, tools, and materials such as a high-quality microphone, sound system, Controllers, turntables, etc. to provide the aforementioned service (If applicable).

6. Client's Responsibilities

1. The Client shall provide the DJ with a written music planner or music request list 15 days before the Event.

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BBB NATION ENTERTAINMENT DJ SERVICES

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2. The Client shall make all necessary arrangements to provide the DJ with access to the event venue not less than 4 hours before the Event and 2 hours after the completion of the Event for setup and takedown.

Termination

- 1. The Client may terminate this Contract upon 20 days prior written notice to the DJ. Upon termination, the Client shall be entitled to a refund of any monies paid minus the Non-Refundable Deposit.
- 2. The DJ may terminate this Contract upon 25 days prior written notice to the Client. If the DJ terminates this contract, it must provide a suitable DJ replacement, subject to the Client's approval. Also, upon the termination, the DJ shall refund all the monies previously paid by the Client, including the Non-Refundable Deposit.

9. Limitation of Liability

The Client shall be liable for any and all injury or damage to the DJ or equipment of the DJ, while at the Event, if the damage is caused by the Client or its guest.

In no other event, either party shall be liable to the other party or any third party for any indirect or consequential damages resulting from any part of this Contract in any way.

Indemnification

Both parties agree to indemnify, defend, and hold the other party harmless from and against any claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any connection with this Contract.

11. Warranty

Each party represents and warrants that they are at least 18 years of age and have the authority to enter into this Contract.



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The DJ further warrants that it shall provide services mentioned in this Contract in a timely and efficient manner, and agrees to make every effort to provide satisfactory service.

Confidentiality

Both Parties hereby agree that they shall not disclose any confidential information to any third parties throughout the duration of this Contract and shall not use the confidential information for any purpose except those detailed herein or expressly authorized by the other Party.

Miscellaneous

- 1. **Assignability:** Neither party may assign this Contract or the rights and obligations thereunder to any third party without the other Party's prior express written approval, which shall not be unreasonably withheld.
- 2. **Notices:** Any notice required to be given to the Client shall be delivered by certified mail, Email, personal delivery, or overnight delivery paid for by the DJ.
- 3. **Force Majeure:** Neither party shall be liable for any failure in performance of the obligation under this Contract due to cause beyond that party's reasonable control (including and not limited to any pandemic, fire, strike, act or order of public authority, and other acts of God) during the pendency of such event.
- 4. **Modification:** No modification of this Contract shall be made unless in writing, signed by both parties.
- 5. **Severability:** If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect until the Contract termination.
- 6. **Governing Law and Jurisdiction:** This Contract shall be governed following the laws of the Ontario If Arbitration cannot resolve the



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disputes under this Contract, they shall be resolved by litigation in the courts of the Ontario including the federal courts therein, and the Parties shall comply with the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available to it.

- 7. **Legal and Binding Contract:** This Contract is legal and binding between the Parties as stated above. This Contract is legal and binding in the Ontario. The Parties each represent that they are eligible and authorized to enter into this Contract.
- 8. **Entire Contract:** This Contract constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties, and is intended as a final expression of their Contract.

Acceptance and Signature

The Parties acknowledge that they have read the above Contract in its entirety, understand all of its terms and conditions, and agree to abide by the terms of this Contract as demonstrated by their signatures **ON THE PAPER SIGNED**AGREEMENT:

THANK YOU

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