



ENTERTAINMENT AGREEMENT

1. Parties: This agreement is for personal services of one Disc Jockey ("DJ") as described below, between _____ ("Purchaser") and DJ Xcite Sound ("DJ Xcite Sound").

2. Entertainment:

Type (wedding, ect.): _____
Date: ____/____/____
Start Time: _____
End Time: _____

Location ("Venue"): _____
Building: _____
Address: _____
City/State/Zip: _____

Mail all payments and papers to:

**Jacob North
172 Stowe St.
Jamestown, NY 14701
1-888-XCITE-DJ**

3. DJ Xcite Sound Responsibilities:

Purchaser shall at all times have complete control, direction and supervision of Entertainment. Purchaser expressly reserves the right to control the manner, means, and details of Entertainment. The supplied event/music planner or music request list must be received by DJ Xcite Sound at least 30 days prior to the date of Entertainment in order to be included in the programming guidelines. With or without the aid of an event/music planner or music request list, DJ shall attempt to play Purchaser's and Purchaser's guests' music requests, but shall not be held responsible if certain selections are unavailable.

4. Purchaser Responsibilities:

4a. Purchaser will make Venue available to DJ for at least 60 minutes before the Start Time, for setup of the equipment and materials. Purchaser will make Venue available to DJ for at least 60 minutes after the End Time, for take down of the equipment and materials.

4b. If possible, Purchaser will provide elevator or ramp access between the parking/service entrance and the setup area. If that is not possible, additional labor will be charged at the rate of \$75.00 per hour.

4c. Purchaser will provide DJ Xcite Sound with a safe and appropriate working environment. This includes but is not limited to: a secure and sturdy 6 to 8 foot long skirted table; a standard 120-volt grounded 3-prong outlet with at least 15 amps available, from a reliable power source within 25 feet of the set-up area; a facility that completely covers and protects DJ Xcite Sound's equipment and materials from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); crowd control if warranted; and directions to Venue and free parking. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with this provision.

4d. Purchaser will take reasonable steps to protect DJ Xcite Sound's equipment, materials and personnel during Entertainment, setup and take down. Any damages incurred due to lack of reasonable protection on Purchaser's part (except in the case of gross negligence or willful malfeasance by DJ) will be payable by Purchaser to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment.

4e. Purchaser is responsible for all charges imposed by Venue. These charges may include, but are not limited to, parking, use of electric power, elevators, fire marshal, and the time before and after Entertainment used by DJ Xcite Sound for setting up and taking down equipment.

5. Time and Payment:

5a. The total amount due ("Entertainment Fee") is \$_____. Purchaser shall pay a non-refundable Reservation Fee of \$_____ upon signing this agreement. Entertainment Fee due will be reduced by the paid amount of the Reservation Fee. Any payment accepted the day of the Performance must be in the form of cashiers check or money order and paid to the DJ before he/she entertains.

5b. Entertainment Fee applies only to Start Time through End Time as specified above. Purchaser and DJ Xcite Sound may mutually agree to extend the Entertainment beyond the time specified above, at the rate of \$_____ per hour, billed in one-hour increments. There will be a 10-minute grace period before overtime is incurred for any one-hour period. All provisions of this agreement shall continue to apply during any such extension of Entertainment. Overtime is based solely on the availability of the DJ to entertain and is at his/her discretion.

5c. In the event of non-payment or incomplete payment, DJ Xcite Sound retains the right to attempt collection through the court system. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Xcite Sound. Purchaser shall be charged \$35.00 for each bounced check, in addition to a \$10.00 service charge for each collection notice.



6. Termination:

6a. This agreement cannot be canceled except by mutual written consent of both Purchaser and DJ Xcite Sound. If cancellation is initiated by the Purchaser in writing and agreed to by DJ Xcite Sound in writing, Purchaser will be required to pay 50% of the total Entertainment Fee. Otherwise, Purchaser shall be obligated to make full payment of the total Entertainment Fee.

6b. This agreement shall be excused by detention of DJ by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond DJ's control. If such circumstances arise, DJ Xcite Sound will make all reasonable efforts to find a replacement DJ at the agreed-upon fees. Should DJ Xcite Sound be unable to procure such a DJ, Purchaser shall receive a full and prompt refund of all fees paid, including the Reservation Fee. Purchaser agrees that under all circumstances, DJ Xcite Sound's liability shall be exclusively limited to an amount not to exceed the Entertainment Fee, and that DJ Xcite Sound shall not be liable for indirect or consequential damages arising from any breach of contract.

7. Miscellaneous:

7a. Purchaser may not transfer this contract to another party without the prior written consent of DJ Xcite Sound.

7b. This agreement is not binding until received and signed by DJ Xcite Sound. Any changes must be written and signed by both Purchaser and DJ Xcite Sound. 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.

7c. DJ Xcite Sound may elect not to exercise some rights as specified in this agreement. By doing so, DJ Xcite Sound does not waive the right to exercise those rights subsequently.

7d. This agreement shall be governed by the laws of the State of New York. In the event of suit involving or relating to this agreement, the legal venue shall be Chautauqua County, New York.

7e. In the event of circumstances deemed by DJ to present a threat or implied threat of injury or harm to DJ or any equipment or materials in DJ's possession, DJ reserves the right to cease entertainment. If Purchaser is able to resolve the threatening situation quickly (15 minutes maximum) and to DJ's satisfaction, DJ shall resume entertainment 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 resumes entertainment. DJ reserves the right to deny anyone access to the equipment and materials provided by DJ Xcite Sound.

7f. Purchaser agrees to defend, indemnify, assume liability for, and hold DJ Xcite Sound harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains or results directly or indirectly to Entertainment. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay reasonable attorney's fees and court costs of the prevailing party.

8. Gratuity

The Entertainment Fee does not include an optional 15% - 20% gratuity for well performed services payable to the DJ.

Agreed by Purchaser:

Purchaser Signature: _____

Printed Name: _____

Date: _____

For:

Customer Name: _____

Customer Address: _____

City/State/Zip: _____

Customer Phone: _____

Agreed by DJ Xcite Sound:

DJ Xcite Sound Signature: _____

Jacob North

Date: _____

For:

DJ Xcite Sound

172 Stowe St.

Jamestown, NY 14701

1-888-XCITE-DJ