

AGREEMENT accepted on the day of booking taken. Hereinafter referred to as the Purchaser, and DJ Bex Discos, hereinafter referred to as the DJ.

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 (client) hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location as per invoice generated.
2. DJ Bex Discos hereby agrees to provide a DJ Service for the Purchaser (client) at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format, lights/lasers and games for the children.
4. DJ Bex Discos hereby agrees to render professional services and is at all times to have complete control of the program.
5. 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 deposit fee of a min of \$150 is required to secure the services of DJ Bex Discos for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is for the time frame outlined above. Services requested that exceed the time frame will be charged at the rate of \$100.00 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.

If an event is cancelled due to changing COVID19 restrictions, any deposit made will be forwarded to any future event

T&Cs

Bex will arrive 1 hour prior to the event to set up. All bump in and bump out costs are included in the quote provided.

For the months of Nov to Feb a cool environment must be provided for the best disco outcome i.e. fan or air-conditioning

School/Corporate discos require crowd control i.e. teachers facilitating

Private discos require parent supervision in excess of 15 children. School discos will always require teachers on staff for crowd control and supervision.

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 by DJ Bex Discos to find replacement entertainment at the agreed upon fees. Should DJ Bex Discos be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, DJ Bex Discos liability shall be exclusively limited to an amount equal to the performance fee and that DJ Bex Discos shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are non-refundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement. All deposits paid in 2020 and the corona virus affects this event. The event can be postponed but no refunds will be given.

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 DJ Bex Discos relating to and permitting such recording, reproduction, or transmission. Permission to take photos will also be asked prior to event commencement.

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 set amount.

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, DJ Bex Discos 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 DJ Bex Discos staff or any equipment in DJ Bex Discos possession, DJ Bex Discos 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 Bex Discos 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 Bex Discos resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ Bex Discos reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser (client) shall provide DJ Bex Discos with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. DJ Bex Discos 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 (client). Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. 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 (client) shall at all times have complete control, direction and supervision of the children throughout the performance of DJ Bex Discos. At the engagement of services, the Purchaser (client) expressly reserves the right to control the manner, means and details of the performance of the services of DJ Bex Discos. A written event/music planner or music request list must be received from the Purchaser (client) and forwarded to DJ Bex Discos at least two weeks prior to the date of the engagement for it to be included in DJ Bex Discos programming guidelines. With or without the aid of an event/music planner or music request list, DJ Bex Discos shall attempt to play Purchaser's (client's) and Purchaser's (client's) guests' music requests but shall not be held responsible if certain selections are unavailable. DJ Bex Discos 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 Bex Discos retains the right to attempt collection through the courts. Purchaser (client) will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Bex Discos

This agreement guarantees that DJ Bex Discos will be ready to perform at the start time of the engagement

Special provisions & Additional Services Requested

By executing this contract as Purchaser (client), 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, 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 DJ Bex Discos. This agreement is not binding until signed by both parties (Purchaser and DJ) and Mobile Sounds DJ Service has received it. Any changes must be written and signed by both the Purchaser and DJ Bex Discos. 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 Bex Discos may elect not to exercise their rights as specified in this agreement. By doing so, Mobile Sounds DJ Service 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 Bex Discos

Becks Hatzis, Owner