

# PROMODJS.COM

WORLD CLASS DJING & EVENT PRODUCTIONS!

This agreement between the undersigned Purchaser of entertainment and Promo DJs Disc Jockeys LLC (Promo DJs), is for the services described below.

1. Place of event (venue): \_\_\_\_\_
2. Address of event: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
4. Type of event: \_\_\_\_\_
5. Date of event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
6. Services Agreed Upon: \_\_\_\_\_
7. Total service fee agreed upon is \_\_\_\_\_. A non-refundable reservation fee of: \_\_\_\_\_ is required to secure Promo DJs services for the event. This amount shall be subtracted from the service fee. The remaining balance of the service fee must be paid in full before the start of your event (unless other arrangements are accepted by Promo DJs **in writing**). Any payments received less than 2 weeks before the event must be by cash, certified check, or corporate check. Personal checks are accepted up to 2 weeks before the event. All checks shall be made payable to **Promo DJs**.
8. In the event that Promo DJs fails to meet any conditions of this contract or of Promo DJs Service Guarantee, Purchaser may request a full or partial refund of fees paid to Promo DJs. Such a request must be presented in writing and must include an explanation of the reason(s) for dissatisfaction, suggestion(s) for how Promo DJs may avoid repeating the problem(s) in the future, and the dollar amount of the refund the Purchaser is seeking. Promo DJs agrees to honor qualified refund requests **except** when caused by Promo DJs' compliance with other terms of this contract, by Purchaser's failure to comply with the terms of this contract, or by problems with equipment or facilities that are not provided by Promo DJs.
9. The Purchaser reserves the right to control the manner, means and details of the performance of services by Promo DJs at this event. Promo DJs must receive a written event planner or music request list prior to the event for it to be included in Promo DJs' programming guidelines. With or without a planner or request list, Promo DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Promo DJs may (at its discretion) buy a limited amount of additional music to satisfy Purchaser's requests, provided that the music requests are received by Promo DJs **in writing** at least one month prior to the event. Promo DJs reserves the right to censor music requests that Promo DJs deems offensive or inappropriate for the event. Promo DJs also reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.
10. This agreement of Promo DJs to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond Promo DJs's control. If such circumstances arise, all reasonable efforts will be made by Promo DJs to find comparable replacement entertainment at the agreed upon fees. Should Promo DJs be unable to procure a replacement, **Purchaser shall receive a full refund of all fees paid to Promo DJs**. Purchaser agrees that in all such circumstances, Promo DJs' liability shall be exclusively limited to refunding the fees paid and that Promo DJs shall not be liable for indirect or consequential damages arising from any breach of contract.
11. In the event of non-payment, Promo DJs retains the right to attempt collection through the Miami-Dade County courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by Promo DJs. Purchaser shall be charged \$30 for each bounced check plus a \$10 service charge for each collection notice. Past-due balances will incur interest at the rate of 2% for each month in which the balance is outstanding.
12. Purchaser will take reasonable steps to protect Promo DJs' personnel, equipment and music and during the contracted period. In the event of injuries or damages resulting from insufficient protection on Purchaser's part (*except in the case of gross negligence on the part of Promo DJs*), Purchaser will be responsible for paying for all of Promo DJs' resulting costs (*including insurance deductibles, medical treatment, and repair or replacement of damaged music and equipment*) that are not reimbursed by insurance.
13. This agreement *cannot be canceled* except by mutual written consent of both the Purchaser and Promo DJs. If cancellation is initiated by the Purchaser in writing and agreed to by Promo DJs in writing, Purchaser will be required to pay (*in addition to the reservation fee*) any unrecoverable costs already incurred by Promo DJs (*but not more than the total fee agreed upon*). Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.

Date / Signature of Purchaser.

Date / Promo DJs, LLC Signature.

\_\_\_\_\_  
I have read and agree to all terms in this contract.

\_\_\_\_\_  
I have read and agree to all terms in this contract.

14. The amount agreed upon and shown in line 6 above applies to the times set forth in line 5 of this agreement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. This agreement guarantees that Promo DJs will be ready to perform at the start time of the event. No guarantee is made as to Promo DJs' time of arrival; however, Promo DJs requests that they be \_\_\_\_\_ hours before the start time and \_\_\_\_\_ hours after the end time for setup and takedown. If the venue requires setup or takedown in **less** time, or if equipment must be carried up stairs or lifted onto a stage or carried across a lawn or moved over 500 feet to reach the setup area, additional road hands may be required at the published rates effective on the date this contract is signed.
15. In the event of circumstances deemed by Promo DJs to present a threat or implied threat of injury or harm to Promo DJs's staff or any equipment in Promo DJs' possession, Promo DJs 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*), Promo DJs 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 Promo DJs resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Promo DJs reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
16. Purchaser shall provide Promo DJs with safe and appropriate working conditions. This includes, but is not limited to, sufficient space next to the dance floor (*if any*) for Promo DJs' setup(s); a 120-volt electric outlet (3-prong grounded with at least 15 amps available) from a reliable power source near the set-up area, additional electric outlets on SEPARATE circuits for lighting (*if contracted for*); facilities that completely cover and protect Promo DJs' equipment from adverse weather conditions (*direct sunlight, rain, excessive winds, etc.*); crowd control if warranted; directions to place of event; and **free parking suitable for a 7 foot tall full size van**. At least two weeks before the event, Purchaser should provide Promo DJs with floor plans showing the complete setup of all areas used by the event. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions.
17. Except as otherwise noted below, Promo DJs will provide all of the sound and lighting equipment that it needs to fulfill this agreement. Promo DJs will NOT use or operate sound or lighting equipment provided by Purchaser, Venue, or Purchaser's vendors UNLESS it is explicitly noted below. In any event, Promo DJs will not be responsible for any failures in or caused by equipment that is not provided by Promo DJs.
18. Purchaser shall pay any charges imposed by the **venue**. These charges may include, but are not limited to, parking, use of electric power, ASCAP/BMI/SESAC entertainment fees (*for public events*), overtime before or after the event utilized by Promo DJs for setting up and taking down equipment.
19. The laws of FL State shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be Miami-Dade County, FL.
20. Purchaser agrees to defend, indemnify, assume liability for and hold Promo DJs harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (*except for gross negligence on the part of Promo DJs*)
21. Purchaser may not transfer this contract to another party without the prior written consent of Promo DJs
22. This agreement is not binding until received and signed by Promo DJs. Any changes must be written and signed by both the Purchaser and Promo DJs. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Purchaser and Promo DJs for the event listed above. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
23. Promo DJs may elect not to exercise rights specified in this agreement. By doing so, Promo DJs does not waive their right to exercise those rights at a future date.

Date / Signature of Purchaser.

Date / Promo DJs, LLC Signature.

\_\_\_\_\_/\_\_\_\_\_  
I have read and agree to all terms in this contract.

\_\_\_\_\_/\_\_\_\_\_  
I have read and agree to all terms in this contract.