



DJ MAXX SAINT

CONTRACT for DJ SERVICES

Client: Name
Event
Event Date

This Contract for Services (the "Contract") is made effective as of **DATE** (the "Effective Date"), by and between **Customer Name** of **Customer Address**, and DJ MAXX SAINT (collectively the "Parties").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **Customer Name** hires DJ MAXX SAINT, and DJ MAXX SAINT agrees to provide Disc Jockey services ("DJ" services) to **Customer Name** under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES.

Customer Name hereby agrees to engage DJ MAXX SAINT to provide **Customer Name** with DJ services (collectively, the "Services") to be performed at the following event(s):

CUSTOMER EVENT on **EVENT DATE** from **START TIME** to **END TIME**
VENUE NAME
VENUE ADDRESS

Services shall consist primarily of providing musical entertainment by means of a recorded music format.

2. PERFORMANCE OF SERVICES.

a. DJ MAXX SAINT shall arrive at the event location 2 hours before the starting time to set-up and conduct sound checks and light checks. DJ MAXX SAINT's playlist shall have an unlimited playlist of songs from both latest and old classics. DJ MAXX SAINT shall incorporate guest's requests into the playlist unless otherwise directed by **Customer Name**. Music shall be played without any breaks unless requested by **Customer Name**. Time is of the essence. Requests for extended playing time beyond the agreed-upon hours of service shall be accommodated if feasible.

b. DJ MAXX SAINT shall be familiar with indoor and outdoor set-up and sound mixing. DJ MAXX SAINT shall provide 2 free multi-color lighting for a disco effect. DJ MAXX SAINT shall have a microphone and sound system.

3. TERM.

Customer Name and DJ MAXX SAINT agree that this Contract between the Parties is for Services that shall commence on the above date and complete on the same day at event end time. The Contract may be extended and/or renewed by agreement of all Parties in writing thereafter.

4. PAYMENT.

Customer Name agrees to pay DJ MAXX SAINT, in consideration of the Services contracted for, the sum of **\$PRICE**. A non-refundable deposit of **\$PRICE** is required to retain the event date via the Credit Card Invoice, Venmo, Money Order or Check by Mail. Balance Payment shall be made to DJ MAXX SAINT through credit card on the invoice, Venmo or Cash before the Event Start Time.

5. CANCELLATION & REFUND POLICY.

Cancellation of this Contract by **Customer Name** which is received in writing or email more than 14 days prior to the event will result in a refund of any balance paid. Deposits/Retainer Fees are non-refundable. Cancellation of Services received less than 14 days prior to the event obligate **Customer Name** to make full payment of the total fees agreed upon. If cancellation is

initiated by DJ MAXX SAINT all monies paid to DJ MAXX SAINT from **Customer Name** shall be fully refunded including Deposit(s). Any refund shall be paid out at month's end.

6. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. REMEDIES.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice or email to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE.

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ENTIRE AGREEMENT.

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY.

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT.

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the State of New Jersey.

13. NOTICE.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. LIMITATIONS AND LIABILITY.

No music from guest cell phones, flash drives, or CD's shall be played. Access to microphones are only to people listed to be giving speeches or toasts. DJ MAXX SAINT reserves the right to stop the event if the safety of DJ MAXX SAINT, DJ MAXX SAINT's equipment, or the guests becomes a concern. DJ MAXX SAINT cannot download music on-site. DJ MAXX SAINT reserves the right to deny guest access to equipment or your work area. DJ MAXX SAINT will perform and/or live mix all customer playlists professionally. There is no guarantee that all songs and/or playlists will be played within the event timing. It is the responsibility of the parent(s) to prevent children from running into the DJ Work Area and/or climbing or handling sound and lighting equipment. DJ MAXX SAINT will not be held responsible for any physical injuries incurred on children. DJ MAXX SAINT is not responsible for any faulty venue power supply and/or electrical outlets and/or circuit breaker failures. Music Requests are to be made with my MUSIC REQUEST sign-in sheet on my DJ Table or via messaging to the DJ MAXX SAINT's Instagram Account. DJ MAXX SAINT reserves the right to refuse any music request by any patron especially if they exhibit signs of being horribly drunk, rude and/or sick.

15. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. SIGNATORIES.

This Agreement shall be signed on behalf of **Customer Name** by CUSTOMER and on behalf of DJ MAXX SAINT by Maximiliano Sanchez dba DJ MAXX SAINT, Owner and effective as of the date first above written.

Client

Customer Name

By: _____ Date: _____

CUSTOMER NAME
CUSTOMER EMAIL

DJ

DJ MAXX SAINT

By: _____ Date: _____

Maximiliano Sanchez dba DJ MAXX SAINT, Owner
djmaxxsaint@yahoo.com