

JIIK Promotions and DJ Services Performance Contract

Agreement Made this _____ Day of _____, _____ by and between Jeremiah Wilson (Owner/CEO) JIIK Promotions and DJ Services and _____ hereinafter referred to as the Purchaser, and Jeremiah Wilson, hereinafter referred to as the DJ. In Consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the parties do agree to as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service is to be provided and performed at Event Location:

Address: _____

Coordinator: _____. Phone: _____

DJ hereby agrees to provide a DJ Service for the Purchaser at the above mentioned location.

2. The said DJ service shall consist of providing musical entertainment by means of a recorded music format.

3. DJ hereby agrees to render his professional services and will maintain control of his program at all time. The Purchaser understands that technical issues can happen that are out of the DJ's control (i.e. power surges/outages, acts of God, mother nature) and hereby releases any and all liability of said DJ.

4. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement. Date: _____. Start Time: _____ End Time: _____
(Extra time can be purchased at the rate of \$125 per hour not to exceed 11:59 PM CST unless agreed upon with both signatures confirming agreement and "End Time" reflecting the agreement.)

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 the DJ the following compensation: Package chosen: _____ Package Price: _____ + 7% tax (A non-refundable reservation fee of \$150 is required to secure the services of the DJ for the engagement. This amount shall be applied towards the package price. The remaining balance of account is due 7 days prior to event) In the event the remaining balance is un-paid 7 days prior to event, the DJ is absolved of obligations to said performance and contract is null and void.

6. In the event of cancellation or failure to pay remaining balance of event, all payments made by or on behalf of the Purchaser to DJ shall be forfeit. For the avoidance of doubt the Purchaser JIIK Promotions and DJ Services Performance Contract shall, in addition to the charges in respect of the services

payments arising out of or associated with the cancellation including payment of full package price with forfeiture of applied discounts.

7. The Purchaser indemnifies, will reimburse and holds harmless JIJK Promotions and DJ Services, it's directors, officers, employees, agents, servants, and subcontractors from and against any and all claims, demands, suits, judgements, or causes of action including costs and expenses incidental thereto, for or on account of injury to or death of persons (including but not limited to employees, servants, and agents of the Purchaser) or for loss of or damage to property (including but not limited to the property of the Purchaser) howsoever arising out of the performance or non-performance of this Agreement and of whatever nature (whether in contract, tort under statute or otherwise at law or in equity) unless due to the recklessness of the DJ.

8. JIJK Promotions and DJ Services shall not be liable for any failure to perform its obligations or delay in performance of the same under this Agreement where such failure or delay is due to Acts Of God, war, invasion, military action, acts, orders, civil disturbance, strikes, lock outs, trade disputes causing cessation or slow-down of work, or inability to procure services or material after due and timely diligence, late deliveries or late performances of services from subcontractors or suppliers, breakdown of machinery (equipment included), fire, flood or accident or any cause beyond the reasonable control of JIJK Promotions and DJ Services whether or not similar to the causes specifically mentioned herein.

Additional terms and Conditions:

This agreement guarantees that the DJ will be ready to perform at the start time of the engagement. No guarantee is made as to the DJ's time of arrival, however, the DJ requests that they be permitted at least 2 hours before the engagement to set up and an hour to tear down. Purchasers fully understand that DJ has other employees (sub-contractors) that represent JIJK Promotions and DJ Services. In the event of an emergency to where Jeremiah Wilson can not perform said duties himself, he will ensure there will be an employee that will satisfy the terms of this agreement. By signing below (or printing electronically), you are entering said agreement with the full understanding of all agreed upon contractual arrangements outlined within said contract.

DJ Signature: _____ DJ Initials: _____

DJ Print: _____ Date: _____

Purchaser Signature: _____ Purchaser Initials: _____

Purchaser Print: _____ Date: _____