



*The CDJA recognizes that many DJ Company's out there do not have contracts in place to offer their customers when events are discussed, agreed upon and sealed as a legal or binding relationship between vendor and client. This is a very risky way to do business for both the customer and the music provider.*

***See some of the reasons why below!***

The basics of Contractual agreements:

To the Company Owner ...

When your client comes to you and requires services, they are expecting certain operations or conditions to be presented as part of your delivery on that special day for the party at hand. When you as a DJ have a contract, it protects you from

1. uncertain events that can happen because you've listed them inside your contract,
2. add on details that were not agreed upon (verbally) that could result in more time, energy or money being consumed to fulfill the "verbally" agreed upon circumstances
3. special inconsequential items that can pop up when least expected to add costs and/or effort on your part that you may not want to provide when they were not discussed previously.
4. Dangerous events or situations that threaten you or your equipment.
5. Hall or Venue logistics that can present themselves that reduce your abilities to perform your services at a quality level of competence in order to satisfy the customer's needs.
6. the actual location, time and place are extremely important to list in the contract because without notice, these things can be altered and you would be expected to show up and perform if money is paid.
7. A secure "dual signing" mechanism to make sure that all contractual details apply and cannot be changed without both parties initialing the corrections.
8. The hold harmless and indemnify clause that saves you from extraordinary negative/negligence events that can destroy your business and your personal life.

To the Entertainment Customer ...

When you call your 3 Entertainment providers and follow the "good search" policies of locating them as finalists, you really need to consider the legal aspects of what you are doing in order to protect yourself from upset, costly hurt, insurance problems and legal challenges! Most party hosts have never booked a DJ before and they are not sure what to expect from a (Quality) Professional versus the (unqualified) non professional DJ. We have numerous articles to help you become a little knowledgeable about this problem before you step off and go on the hunt without the proper know-how on what to expect and how to protect yourself.

The Contract for the customer is ...

1. A very safe way to insure that what you ask for in your conference is listed and secured by dual signatures. This safety mechanism is the only thing that hold up in a court event. Without the contract, you are a rudderless ship in a vicious storm at sea.
2. The outline all of the key elements that relate to location, time frame, appearance, performance description details, references to size and complexity of equipment (sound, lighting, karaoke, video, microphones, interactivity events, MC'ing, and so on.) Notice that if these things are listed in the contract's body, the DJ will have to perform them or be in breach of his own legal document once you have paid the booking fee and signed on the bottom line.
3. Knowledge about the actual things that you are responsible for within this agreement. What liability needs are you involved with? How does logistical needs of the company relate to your responsibilities? What provisions do you need to protect yourself from disruptions in your party (electrical, fights, programming, etc.)?
4. Information on rights that you have to complain about non-service items or compensation for lack of services stated, or mediation to even be heard in your complaint?
5. The chance to block any detraction from the agreement without your signature (initials) to valid them.

Customer's (continued) ...

6. Find out your legal obligations if an incident happens that affects your enjoyment of your party. Can anything become your fault? Sure it can and that is why you need to know what obstacles can hamper the success and fun of your party as a host.
7. What obligations do you have when you sign on the dotted line with the venue manager? Does this transfer any issues onto your shoulders. It certainly does ... and we have a story in DJ Pulse Ezine (Oct. 08 Edition) that defines some of the problems. You see, this hall contract is really no different than the one the DJ Company owner has with you.
8. IT PROTECTS BOTH YOU AND THE VENDOR! Don't just sign without knowing the ramifications of your doing so!

### **Disclaimer**

The CDJA presents these articles to DJs and to the Public as a public service for basic information and suggestive reading ONLY! It is fully advised that any responsible, legal actions of contractual involvements by our visiting readers would require them to seek professional counsel in any contractual advice related to all future legal document signings.

**On the next page, both DJs and Customers can view a simple contract from the standpoint of both parties' interests.**

**See how Page 1  
applies to both  
DJs and Customers!**

**Be safe ... not sorry!**

*Below you will find a basic contract that shows some of the protections for the DJ and for the customer. The actual description of the gig details would be saved for the back of the sheet. Make sure that this part of the document is very specific about the party programming and relative activities that the DJ will perform in order to fulfill the whole expectations of the contract. Make sure that any customer expectations are also listed so that the document itemizes and protects fully.*

*Make sure both of you (DJ and Customer) have a copy of the document and that both of the signatures appear on the bottom line. Secondly if any "scratch outs" or corrections are entered into the body of the agreement, please make sure that both parties sign to notarize the changes!*

*Since both signers registered and committed, it's time to party on and enjoy!*

**Your  
Logo**

## Agreement to Supply Disc Jockey Services

Company Name: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

This agreement, made between XXX Company (hereafter known as "Disc Jockey, DJ or Company") and the signer shown on this contract (here-in-after known as "Client") is for the purpose of contracting the Disc Jockey Company's Entertainment Service for the sum of \$ \_\_\_\_\_, including the non-refundable booking fee of \$ \_\_\_\_\_

Customer's Name: \_\_\_\_\_

Company Name (as customer): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Type of Event: \_\_\_\_\_

A short description of the details for this service will be addressed on the back of this page.

1. The Disc Jockey agrees to provide its mobile Disc Jockey Services on the date, at the location and at the time shown on the back of this contract. Details of the contract are explicitly described and written above to provide the client and the DJ with the required information that was mutually agreed upon, to help make the function successful event.
2. The Client agrees to furnish a facility that completely covers the Disc Jockey's equipment from direct sunlight or inclement weather. This includes a sturdy 6 foot table for set up, a standard 120 volt grounded 3 prong outlet with at least 15 amps available, from a reliable power source that is within a 10 meter distance of the set up area. The Client will take reasonable steps to protect XXX Company's equipment, materials and personnel during the performance, set up and take down. In the event of circumstances deemed by the DJ to present a threat or implied threat of injury or harm to the DJ, the equipment, or materials in the DJ's possession, the DJ reserves the right to cease performance. If the Client is able to resolve the threatening situation quickly (within 15 minutes maximum) and to the DJ's satisfaction, the DJ shall resume performance in accordance with the original terms of the Agreement. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether the performance resumes. The DJ reserves the right to deny anyone access to the equipment and materials provided by XXX Company. Any damages incurred due to lack of reasonable protection on the client's part (except in cases of gross negligence or willful malfeasance by the DJ) will be payable by the Client to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment. The Client is responsible for all charges by the Venue. These charges may include, but are not limited to, parking, use of electric power, elevators, fire marshal, and the time before and after the Performance used by XXX Company for setting up and taking down equipment.
3. This Agreement cannot be cancelled except by mutual written consent of both the Client and XXX Company. If cancellation is initiated by the Client then it must be done in writing and the booking fee that held this booking will not be refunded since other booking opportunities for this date may have been refused when the company accepted this contract.
4. This agreement shall be excused of detention of the DJ by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond DJ's control. The Client agrees that under all circumstances, XXX Company's liability shall be exclusively limited to an amount not to exceed the Performance fee. The Client agrees to defend, indemnify, assume liability for, and hold XXX Company 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 the company's performance.

Above stipulations agreed by Client:

Above stipulations agreed by XXX Company official:

\_\_\_\_\_

\_\_\_\_\_

Date of signing: \_\_\_\_\_