

Initial all paragraphs that apply at "✓" marks and at bottom of page 2. Note that paragraphs requiring initials that are not initialed do **not** apply to this agreement. Lines with arrows (←) at right gutter must always be completed. Sign at bottom of page 3 at "X" mark. Complete & email: Scan, convert to a "pdf" document and email to: dennis@temeculasbestdj.com or dennis.j.barela@gmail.com. Telephone contact information: Office: (951) 491-8800 • Cell: (951) 375-1146. †† Note that planning documentation is due no later than 14 days prior to event.

Temecula's Best DJ® Contract for Mobile Disc Jockey (Mobile DJ) Services

Agreement made on (date) _____, by and between _____ hereinafter referred to as "Purchaser" and Temecula's Best DJ, Inc., doing business as Temecula's Best DJ hereinafter referred to as "DJ Service." WITNESS NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the parties do agree per articles 1 (one) through 16 (sixteen) as follows:

1. DESCRIPTION OF SERVICES. The Purchaser hereby engages DJ Service to provide entertainment services as a "mobile DJ." Service to be performed at: _____ hereinafter referred to as "Event Facility."

Event Facility's contact name and telephone number: _____ () _____

1(a) DJ Service hereby agrees to provide "mobile disc jockey services (DJ Services)" for the Purchaser at the above indicated location. "DJ Services" shall consist primarily of providing musical entertainment by means of a pre-recorded music format.

1(b) This document is not a rental agreement. DJ Service hereby agrees to render professional services and at all times to have complete control of his music, equipment and vehicle(s).

2. PERFORMANCE TIME. The parties hereby agree that DJ Service shall provided services outlined in articles 1 through 16 on the following date(s) and time(s):

Date: _____ • Total hours performance time: _____ • Start: _____ End: _____

DJ Service will arrive at an appropriate time in advance of "start time" indicated above to allow for setup of equipment. Purchaser is **not** charged for this setup time. Attendance for "rehearsal dinners" is **not** included and although "rehearsal dinner attendance" is usually unnecessary, an additional fee is required but only if availability does not conflict with other obligations.

3. CONSIDERATION/PERFORMANCE FEE. The Purchaser in consideration for services outlined within articles 1 through 16, and the mutual promises contained herein, hereby agrees to pay to the DJ Service the following consideration herein referred to as "Performance Fee":

TOTAL AGREED PRICE (Consideration for services): •••••▶ *\$ _____ ✓ Purchaser's initials: _____ *DJ Service initials: _____

4. PAYMENT TERMS. A "Reservation Fee" equal to 50% of the Total Agreed Price (article 3) and a completed contract are required to secure DJ Service. Reservation Fee shall be credited toward Total Agreed Price (article 3).

4(a) BALANCE DUE. The residual net "Consideration/Total Agreed Price" shall be due 30 (thirty) days prior to the date of performance.

4(b) LATE PAYMENT FEE. If balance due is not received 30 (thirty) days prior to event a "late fee" of \$100 (one-hundred dollars) will be assessed by DJ Service. Balance due and "late fee" shall then be due and payable prior to performance in cash (a receipt will be issued at that time). (Note: Contracts entered into within 30 days of performance shall not be assessed late fees associated with this article. In this circumstance, you may request terms in writing from DJ Service as an amendment to this agreement since your payment options and terms may vary.)

4(c) ADDITIONAL PERFORMANCE TIME. Services requested that exceed the initially contracted time frame will be charged at the rate of \$100 (one hundred dollars) per half-hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, additional time will be granted.

5. ADDITIONAL SERVICES.

5(a) Total Agreed Price includes* WEDDING CEREMONY music services: Purchaser understands that because of the unexpected nature of guests arrival time, weather, commuter traffic, unforeseen delays and "force majeure" (acts of God), "wedding ceremony" start times can vary and although attempts by DJ Service will be made to play Purchaser's music selections at the prescribed times, their omission, timing or replay may occur. Purchaser agrees to forward email address of their wedding officiant to allow providing of "microphone use" guidelines.

(*Only if initialed by both parties) ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(b) Total Agreed Price includes* INTELLIGENT DANCE FLOOR LIGHTING. (Use addendum if needed): DJ Service reserves the right to cancel this service if event is held outdoors based solely upon an adverse weather forecast from weather.com since DJ Service's equipment is sensitive to moisture, can create a safety and/or electrocution hazard and takes extended amounts of time to setup or teardown. If this occurs, a refund for this extra service (if charged) will be granted.

(*Only if initialed by both parties) ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(c) Total Agreed Price includes* EVENT UPLIGHTING. (*Only if initialed by both parties) (Use addendum if needed): DJ Service reserves the right to cancel this service if event is held outdoors based solely upon an adverse weather forecast from weather.com since DJ Service's equipment is sensitive to moisture, can create a safety and/or electrocution hazard and takes extended amounts of time to setup or teardown. If this occurs, a refund for this extra service (if charged) will be granted.

Total "uplights" (number & written): # _____ () ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(d) MICROPHONE(S). Total Agreed Price includes* the use of one "wireless" microphone and one "wired" hand-held microphone used by DJ for introductions, toasts, announcements and/or speeches (*Only if initialed by both parties) (Use addendum if needed). If Wedding Ceremony music services are contracted for, use of an additional microphone is included for officiant use. Officiant must arrive 60 minutes prior to scheduled ceremony start time if officiant requests a sound check. Regardless, officiant must see DJ for fitting and adjusting of microphone prior to the start of ceremony. Purchaser acknowledges that the use of "lavalier" microphones produces inferior results when compared to "large diaphragm hand-held" microphones. Purchaser hereby agrees to view the webpage: temeculasbestdj.com/tutorials (Tutorials) and to instruct any parties intending to use microphone(s) to view paragraphs "A" through "E" upon the webpage: temeculasbestdj.com/tutorials (Tutorials) and to address any questions regarding its content to DJ Service at least two weeks prior to the performance. Additionally, per FCC guidelines, all "wireless" microphones may encounter unwanted anomalies or be subject to malfunction due to EMI or RFI interference from military, commercial and consumer electronics equipment (including cell phones). Although rare, DJ Service is not liable for losses resulting from sound anomalies, EMI or RFI interference. In addition, DJ Service is not liable for any party's misuse or lack of working knowledge of the use of microphones. The FCC is currently evaluating use of wireless microphone systems, and their use and rules are subject to change. Initialing below acknowledges receipt of Addendum "A" (below) and the disclaimers associated with this paragraph.

(*Only if initialed by both parties) ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(e) ADDITIONAL SOUND SYSTEM(S). Total Agreed Price indicated* includes additional sound system(s). (*Only if initialed by both parties)

Total additional systems: # _____ () ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(f) SOUND REINFORCEMENT. Total Agreed Price indicated includes* professional audio "sound reinforcement" of live musical acts performing in conjunction with event outlined herein but performing independently from DJ Service. (*Only if initialed by both parties) (Use addendum if needed) Purchaser acknowledges that musicians receiving sound reinforcement services must arrive at least 120 minutes prior to DJ Service's performance time if they request a sound check. Purchaser acknowledges that DJ Service is not liable for acts, errors or omissions of vendors, independent musicians and/or performing acts.

(*Only if initialed by both parties) ✓ Purchaser's initials: _____ *DJ Service initials: _____

5(g) LIVE ACOUSTIC GUITAR SERVICES. Total hours performance time: _____ () ▶ Start: _____ ▶ End: _____

Total Agreed Price indicated includes* (*Only if initialed by both parties) professional "live acoustic guitar services." Planning documentation for this service must be completed separately and in advance of all other planning documentation and can be completed online at: temeculasbestdj.com/gp. DJ Service reserves the right to cancel this service and/or replace this service with pre-recorded music if event is held outdoors based solely upon an adverse weather forecast from weather.com since DJ Service's equipment is sensitive to moisture, can create a safety and/or electrocution hazard and takes extended amounts of time to setup or teardown. Purchaser acknowledges due date of "acoustic guitar services" planning documentation indicated below and promises to complete on or before due date.

*DJ Service indicate date that planning documentation due: _____ ✓ Purchaser's initials: _____ *DJ Service initials: _____

6. †† DOCUMENTATION. All planning documentation (including a completed "Timeline/Itinerary") and music (including special recordings, mixes, edits, etc.) are to be completed by the Purchaser and forwarded to DJ Service at least 14 days prior to event date. Wedding planning documentation is to be completed online at: temeculasbestdj.com/wep, or planning documentation for all other events at: temeculasbestdj.com/ep. DJ Service is not responsible for losses, errors or omissions due to Purchaser's incomplete or misuse of planning documentation due to Purchaser's errors, omissions, misspelled, inaccurate, illegible or unintelligible information, use of "non-standard" or "hand-written" documentation or forwarded song tracks without identifying "tags" forwarded per this article. Any questions left unanswered upon planning documentation by Purchaser thereby consents to allow full authorization to DJ Service to use his own judgment and discretion in choosing music tracks on Purchaser's behalf. Printable documentation for handwritten completion can be obtained at: temeculasbestdj.com/dox.

6(a) LATE DOCUMENTATION FEE. If planning documentation is not received 14 days prior to event an additional fee of \$100 will be assessed by DJ Service payable prior to performance in cash (a receipt will be issued at that time). DJ Service is not liable for errors or omissions due to documentation forwarded less than 14 days prior to event. Initialing below acknowledges receipt of all necessary documentation.

✓ Purchaser's initials: _____ *DJ Service initials: _____ ←

7. FORCE MAJEURE. DJ Service's performance is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, inclement weather or any other legitimate conditions beyond any person's control. DJ Service shall not be liable for errors, omissions or loss of services due to power disruption and/or surges, computer viruses or digital audio equipment anomalies. Purchaser agrees that in all circumstances, DJ Service liability shall be exclusively limited to an amount equal to the Total Agreed Price.

8. RIGHTS OF RESCISSION. The Purchaser hereby acknowledges a 72 (seventy-two) hour right of rescission from the date of signing this agreement and/or date of Reservation Fee tendered (whichever occurs first). Any rescission must be received by U.S. postal mail in writing and will be bound by the postmark of the mailing. After this rescission period the Reservation Fee is nonrefundable if event is cancelled by the Purchaser. Costs due to unused services as a result of change of event planning (including weather) are non-refundable.

9. CANCELLATION OR POSTPONEMENT. If Purchaser cancels or postpones event, Purchaser shall notify DJ Service by "email" or by "certified U.S. postal mail" immediately (within 48 hours) upon cancellation or postponement and no later than 30 days prior to event. Purchaser's failure to provide notification will result in Purchaser's liability for payment in full ("Total Agreed Price" from article 3) per this contract to DJ Service regardless of any services provided. Purchaser further acknowledges that Reservation Fee is nonrefundable if Purchaser cancels event.

10. CONFIDENTIALITY. No performance shall be recorded, reproduced, disseminated or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with DJ Service relating to and permitting such recording, reproduction, or transmission as many arrangements, mixes, edits and remastered recordings are the unique, proprietary property of DJ Service.

11. † SAFETY. Purchaser shall provide DJ Service with safe and appropriate working conditions including a minimum of 8-foot by 8-foot area for setup, space for setting up speakers and lighting stands. DJ Service requires the unrestricted use of a minimum of one 20-amp circuit outlet per sound system from a reliable power source within 50 feet (along a wall) of the setup area. This circuit must be free of all other connected loads (especially loads from charging devices, rechargeable vehicles, lighting, landscape lighting, pool and/or spa equipment, microwave ovens, appliances with electric heating elements and coffee makers). Any delay of the performance or damage to DJ Service's equipment due to improper power is the responsibility of the Purchaser. An additional comparable 20-amp outlet on separate circuit for dance floor lighting (if contracted for) is required. Total output wattage(s) of sound equipment shall be determined by DJ Service depending upon event, environment, attendance and venue. Purchaser shall provide crowd control if warranted; and furnish directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges include, but are not limited to parking, use of electric power, and for marshal if necessary.

11(a) DJ Service shall be allowed to set-up, operate equipment and perform in an area that allows full eye-contact with guest(s) of honor and in full site of all activities. If this provision is not feasible, DJ Service makes no guarantees as to the outcome or quality of performance of any specific activity where full visual cues are essential for optimal performance.

11(b) DJ Service recommends that audio and lighting equipment and speakers are permitted to be setup **directly adjacent to dance floor**. DJ Service recommends this setup because projecting sound across rooms, walkways, open spaces and areas where attendees are seated, walking or lingering requires higher volume levels to reach the dance floor area and therefore may expose guests to extreme sound levels. These high levels can produce uncomfortable and sometimes hazardous conditions. If this recommended setup is not permitted or feasible, Purchaser assumes all liability resulting from discomfort or physical injuries and/or damages due to extreme sound levels or premature departure of guests due to uncomfortable conditions.

11(c) DJ Service recommends that he and/or equipment are **not** placed in a room corner, cove, or area with a lowered ceiling as these circumstances create negative, unpleasant sound anomalies known as "standing waves" that can occur at any volume level and may cause property damage and/or physical discomfort resulting in guests departing prematurely. Purchaser assumes all liability resulting in property damage and/or physical injuries due to "standing waves."

11(d) DJ Service recommends that persons who are infants, elderly, afflicted by hearing problems, using hearing aids, sensitive to loud sounds, etc. **not** be seated near the DJ Service sound system as these conditions may cause some guests to depart prematurely due to discomfort. Purchaser thereby assumes all liability resulting premature departure of guests per this article.

11(e) Unless specific instructions for placement location of equipment are not given at least 24 hours in advance of performance by the Purchaser or event coordinator, DJ Service will, on the day of performance, assess the venue, electrical loads, location of and number of guests and dance floor location. DJ Service will then setup where he deems is the best location to deliver performance. If DJ Service is subsequently asked to tear down, reposition and/or relocate equipment an additional fee of \$100 per relocation will be assessed by DJ Service payable prior to performance **in cash** (a receipt will be issued at that time). In addition, DJ Service is not responsible for consequential time delays.

11(f) DJ Service requires paved surfaces and/or ramp or elevator access between parking/service entrance and the setup area for loading/unloading of equipment. Purchaser is required to disclose the presence of any stairs, steps, unpaved and/or grassy areas required to be encountered during setup or teardown. If these areas are not disclosed or if equipment must be carried up stairs, steps, lifted onto transference vehicle(s), lifted onto a stage or across unpaved and/or grassy areas to reach the setup area, additional labor will be charged at the rate of \$100 (one-hundred dollars). If Purchaser or Event Facility requires DJ Service to complete setup or takedown in less than one hour, or to postpone takedown one hour or more after the indicated end of performance time (per article 2), the additional time will be charged at the rate of \$100 (one-hundred dollars) per half-hour. (*On average, over 2000 lbs of equipment are used per event*)

11(g) In the event of circumstances deemed or interpreted by DJ Service to present verbal and/or physical acts of harm, condescension, insult, defamation of character, physical or implied threat to personnel, revenge, retribution or retaliation to DJ staff or damage or endangerment of equipment, DJ Service reserves the right to immediately cease performance. In the event of circumstances deemed or interpreted by DJ Service to present a risk of electrocution, injury, personal harm or injury or damage of any kind to any event guest(s), attendees, vendors or to DJ Service's person, staff, company, personal and/or business reputation, equipment or tools including vehicle and equipment trailer or if venue staff or personnel instructs DJ Service to conduct business that may present the possibility of harm to himself, guests, vendors, facilities, electrical systems, create a fire hazard or endanger the life and/or health of any guest, attendee, DJ Service reserves the right to immediately cease performance †††.

11(h) If the interpretation of a weather satellite image/ weather radar map indicating adverse imminent weather that can cause damage, electrocution, injury or harm of any kind, DJ Service reserves the right to cease performance.

11(i) ††† If the Purchaser is able to resolve any disruptive, hazardous, dangerous, harmful, violent, illegal, defamatory, immoral or threatening situation pursuant to this contract in a reasonable amount of time (maximum of 30 minutes) DJ Service 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 the DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ Service reserves the right to deny any guest, vendor or person(s) access to the sound system, music recordings, or other equipment.

11(j) DJ Service is not liable for performance delays due to unforeseen parking or traffic restrictions, problems or issues. DJ Service shall be granted parking of vehicle plus one attached 5X8' enclosed trailer no further than 500 feet from the performance site to allow for equipment transfer, storage, loading, unloading and equipment troubleshooting and/or mechanical problem resolution. Purchaser understands that parking, loading and unloading areas may differ and DJ Service shall be allowed to relocate vehicle and attached trailer as necessary. Unless specific instructions for location of vehicle and attached trailer are not given at least 24 hours in advance of performance by the Purchaser, facility management or event coordinator, DJ Service will, on the day of performance, assess the venue and park vehicle and attached trailer where he deems is most strategic, advantageous and appropriate. If DJ Service is subsequently asked to relocate vehicle and attached trailer an additional fee of \$100 per relocation will be assessed by DJ Service payable prior to performance **in cash** (a receipt will be issued at that time).

11(k) Purchaser agrees that DJ Service shall not transfer, grant control or possession of vehicle, equipment or trailer to any employee, valet, vendor, family member, acquaintance, guest or associate. Under no circumstances will DJ Service detach trailer from tow-vehicle. In addition, DJ Service is not responsible for consequential time delays due to parking delay issues.

11(l) While DJ Service is performing at outdoor events, Purchaser agrees to turn off and/or disarm any automatic sprinkler, irrigation or landscape watering devices or to personally direct the proper, authorized event facility personnel to do so since these devices may cause equipment damage, malfunction, personal injury, electrocution or death.

✓ Purchaser's initials: _____ *DJ Service initials: _____ ←

- 12. PERSONAL DAMAGES.** Purchaser shall be held liable for any injury or damages to the DJ (person) or property of the DJ Service if injuries and/or damages are intentionally, accidentally or negligently caused by Purchaser, guest(s), associates, invitees, employees, vendors, event facility staff or any others in attendance, whether invited or not.
- 13. CONTROL OF PERFORMANCE.** Purchaser shall at all times have complete control, direction, and supervision of the performance of DJ Service at this engagement, and Purchaser expressly reserves the right to control the manner, means and details of the performance of DJ Service. Control of performance is limited to "creative performance" and no physical license or control is granted. With or without the aid of event planning documentation DJ Service shall attempt to play Purchaser's and Purchaser's guests' music requests; however, shall not be held responsible if certain music tracks are unavailable or are otherwise illegal to obtain pursuant to Copyright Law, availability or licensing. DJ Service will make an extra effort to have music requests available if they are received in writing at least two weeks prior to the engagement.
- 13(a)** Purchaser understands that all persons, guests, staff, vendors and/or attendees of any kind shall not attempt to and are not allowed to adjust the DJ Service's equipment nor attempt to unplug its power source(s) or loudspeakers. Doing so can result in injury, bodily and ear discomfort, hearing loss, electrocution and death. Purchaser hereby assumes all liability should any person other than the DJ Service attempt to adjust electronic equipment.
- 13(b)** DJ Service shall make every attempt to reproduce pre-recorded material as acoustically accurate, linear or "true-to-life" as is technologically possible, however, Purchaser acknowledges that DJ Service's performance shall primarily be governed according to the direction of the Event Facility's management and/or the direction of local authorities (including police agencies) or ordinance in regards to equipment placement, volume, dynamic and tonal characteristics of music.
- 13(c)** Police authorities have the right and power to confiscate DJ Service's equipment without return or reimbursement due to any offense pertaining to local, state or government ordinance and/or law. If police or other authority having legal jurisdiction state verbally or in writing that they will confiscate DJ Service's equipment due to the necessitation of their return to location regarding any ordinance, this threat shall be interpreted by the DJ Service as an order to cease performance in its entirety. The DJ Service's compensation will not be affected by postponements, delays or cancellation caused by such circumstances.
- 13(d)** DJ Service is not liable for any venue, outside vendors' or services' acts, errors, omissions, interpretation, presentation, representation of audio or audio and/or video recordings of DJ Service's performance. In addition, DJ Service is not liable for any parties', vendors' or Event Facility's audio and/or video equipment's performance, misuse, misrepresentation, failure, incompatibility or inadequacy.
- 13(e)** In the event that Purchaser is using a coordinator and/or "day-of-coordinator," that person is required to contact DJ service to discuss and address any instructions, directions or concerns at least 48 hours prior to the start of the event. Without advance direction from management, coordinator, representative (parent, spouse, maid of honor, best man, etc.) or staff coordinator, upon arrival, DJ Service will assess the venue and setup and conduct services using his best judgment given his personal expertise and experience in an effort to create a successful, comfortable, enjoyable and safe event. If DJ Service is subsequently asked to tear down, reposition and/or relocate equipment an additional fee of \$100 per relocation will be assessed by DJ Service payable prior to performance in cash (a receipt will be issued at that time). In addition, DJ Service is not responsible for consequential time delays.
- 14. WARRANTY.** This agreement warrants that DJ Service will be ready to perform at the start time of the engagement. If the event requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$100 (one-hundred dollars). If Purchaser or Event Facility requires DJ Service to complete setup more than one hour before start time, or to postpone takedown more than one hour after the time indicated, the additional time will be charged at the rate of \$100 (one-hundred dollars) per half-hour.
- 15. CONSTITUTION OF LEGAL BINDING AGREEMENT/SEVERABILITY.** This agreement is not binding until signed by both Purchaser and DJ Service and each party has received a copy of it. Any changes must be written and signed by both the Purchaser and DJ Service. 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.
- 16. GOVERNING AUTHORITY.** The laws of the state of California shall govern this agreement. In the event of lawsuit involving or relating to this agreement, Purchaser agrees that the venue will be in Riverside County.

Purchaser (Print company name if business or organization): _____

Printed Name(s) _____ ←

Residence Street address: _____ ←

Residence City, State, Zip: _____ ←

(If applies)
Mailing address address: _____

Mailing address City, State, Zip: _____

Daytime Phone: (_____) _____ Cell or evening Phone: (_____) _____ ←

Daytime Phone: (_____) _____ Cell or evening Phone: (_____) _____ ←

Email address(es)
(for correspondence): _____ ←

Email address(es)
(for correspondence): _____

Authorized Signature(s) of Purchaser(s) **X**: _____ Date: _____ ←

_____ Date: _____
Dennis J. Barela (Authorized Signature for Temecula's Best DJ, Inc.)

Contact information: dennis@temeculasbestdj.com or dennis.j.barela@gmail.com. Telephone contact information: Office: (951) 491-8800 or Cell Phone: (951) 375-1146.

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