



Guyton Mobile DJ

GuytonMobileDJ.com | PO Box 834, Crozet, VA 22932

Services Agreement: Terms & Conditions

The following terms and conditions comprise the entire agreement (the "Agreement") between Guyton Mobile DJ ("DJ") and its Client for Services to Client:

Client:

Event Type:

Event Date:

Event Times:

Event Venue:
Address & Contact Info

Setting: Indoors Outdoors

Services:
 Four-Hour Reception: Dinner & Dance Music + Lights
 Cocktail Hour Ceremony Music
 PA System Rental Other
 Selfie Station

Agreed Upon Amount & Payment Method
\$ _____ Cash Check Credit Card

Deposit Amount & Due Date:
Balance Amount & Due Date:

Credit card payments will face a 3% service charge. Any returned checks will face a \$40 returned check fee as well as any penalties incurred by DJ by bank.

Services Agreement:

DJ agrees to provide musical entertainment by means of recorded music in digital format. DJ & Client will meet face-to-face at least once and be available for voice & email communication to address musical preferences & legitimate concerns to provide direction for the performance.

Performance:

DJ shall perform for the entire event without breaks unless requested by client. Performance by DJ beyond the agreed upon time frame will be available at \$_____ per hour or any part thereof, to be paid before DJ's departure.

Contractor Status:

It is agreed by both parties that the DJ (and agents) is serving as an independent contractor and is not an employee of the client.

 Client:

Date:

Professional Accountability:

DJ will make all attempts to provide a professional performance of self & equipment. DJ will dress appropriately for the event based on prior discussions with Client. All equipment will be properly maintained & tested by DJ at least 48 hours prior to performance. DJ agrees to work in conjunction with other agents (planners, photographers, videographers, caterers, etc) of Client to the best of ability & judgement to allow proper performance of each other's respective expectations.

Access to Venue:

Client shall make venue available at least _____ hour(s) prior to scheduled performance time for the purpose of setting up & testing equipment. A suitable electrical outlet must be available within 20 feet of the DJ's assigned setup location. Client will provide DJ a safe working environment.

Control of Equipment:

During performance, DJ will maintain complete control of the equipment. No guest will be allowed to operate equipment or introduce equipment or media without approval from Client. Client will be responsible for repair or replacement of DJ equipment if damaged by any guest, whether intentional or unintentional. DJ reserves right to halt performance due to dangerous conditions affecting persons or equipment. DJ shall not be held responsible for any damage caused to venue by Client's guests.

Travel:

DJ agrees to travel up to 60 miles (from Crozet, VA) to the event venue, any mileage overage will be billed at 50-cents per mile (round-trip) and paid in advance by Client when balance is due.

Health, Adverse Conditions, & Acts of God & Cancellation by Client:

DJ will make all reasonable attempts to fulfill appearance, but shall not be held responsible for adverse weather & travel conditions, proven sicknesses, acts of God, or other legitimate condition beyond reasonable control. The DJ will not be held responsible for any loss incurred by the Client as result thereof. Under these conditions, the full deposit will be surrendered to the Client. Cancellation by the Client for any reason will not warrant a refund of deposit and DJ will not hold the Client responsible for full payment. Rescheduling of event will be subject to availability.

Agreement & Payment:

Client and DJ shall agree to terms by each signing this agreement. Client shall pay a pre-determined amount of deposit by a mutually agreed upon date in order to reserve the desired date of performance. Until there is a signed agreement & payment of deposit is received by DJ, Client understands that the DJ is operating on a first-come, first-served basis with limited availability of dates. Client agrees to pay the agreed balance on or before the day of event prior to DJ beginning the setup of equipment.

Recording & Distribution:

Client & DJ agree that *respectful* use of each others names, images, photographs, videos, and recordings is permissible for cross-marketing, advertising, promotion, and social-media use. No significant monetary gain shall be made by either parties for such use.

Conflict Resolution:

Any disputes arising from this agreement must be made in the state of Virginia, specifically Albemarle County. Both parties agree to third-party arbitration as a first steps attempt at conflict resolution. No remuneration shall exceed the agreed upon amount of these terms and conditions, or cost involved. Both parties acknowledge that they are of legal age to enter into a binding agreement in the Commonwealth of Virginia.

 Guyton Mobile DJ:

Date: