

# STYLE MATTERS DJs, INC. SERVICE AGREEMENT

Please complete the red sections and mail the signed agreement and 25% deposit to:  
Style Matters DJs, Inc. Attn: Spencer Lokken  
2023 North California, Suite A2, Chicago, Illinois, 60647

This DJ Service Agreement (the "Agreement") is made \_\_\_\_\_, 2013, by and between Style Matters DJs, Inc. (the "DJ") and \_\_\_\_\_ (the "Client"). In consideration of the promises and the agreements herein contained, and intending to be legally bound hereby, the parties do agree as follows:

1. **Scope.** The DJ agrees to provide deejay services for Client, which such services shall include the provision of musical entertainment by means of a recorded music format for Client's \_\_\_\_\_ (the "Event").

Event Date: \_\_\_\_\_

Event Location: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

(The "Services").

This agreement affirms that DJ will be ready to perform at the start time of the Event. DJ shall have control of the music program at all times, but shall consult with the Client to determine appropriate music selections for the Event. A written event/music planner or music request list must be received from the Client at least seven (7) days prior to the date of the Event for it to be included in the programming guidelines. DJ will make a reasonable effort to have music requests available if they are received in writing at least seven (7) days prior to the engagement.

2. **Payment.** Client agrees to pay DJ \$ \_\_\_\_\_ (the "Fee") for the Services described in Paragraph 1. A twenty-five percent (25%) deposit of the Fee, \$ \_\_\_\_\_, shall be due and paid upon signing of the Agreement to secure DJ's performance of the Services on the Event date, which such deposit shall be applied toward the Fee. The balance of the Fee shall be paid no later than one (1) week prior to the date of the Event. Client shall pay DJ \$125.00 for each every additional half hour exceeding the total hours that Client requests DJ to perform. Client shall notify DJ of any request for additional performance time at least fifteen (15) minutes prior to the conclusion of DJ's services.

3. **Additional Services.** Client shall provide DJ with safe and appropriate working conditions, which includes (i) one 6' table (minimum) for setup, (ii) adequate space for speakers and sound equipment (iii) two linens that match the linens used at guests' tables, (iv) a minimum of one 15-20 amp circuit outlet from a reliable power source within 25 feet (along the wall) of the set-up area, which shall be free of all other connected loads, (v) if contracted for, additional outlets on SEPARATE circuits for lighting, (vi) valet parking, a designated parking space at the Event, or payment to cover the cost of parking at the Event, (vii) a hot meal and nonalcoholic beverages at the Event, (viii) directions to the Event if requested by DJ, (ix) crowd control if warranted and (x) ramp or elevator access between the service entrance to the setup area, where available. DJ also requests that it be permitted two hours before the engagement and one hour after the engagement for setup and takedown. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the Client. Client is responsible for paying any charges imposed by the venue, which may include, but are not limited to, use of electric power, and fire marshal if necessary. Client is not responsible for set up and/or set-up time, which is included in the Fee.

4. **Cancellation.** In the event of cancellation by Client, all deposits are nonrefundable. Written notice of cancellation must be received at least ninety (90) days before the Event date. If notice of cancellation is provided less than ninety (90) days before the Event date, Client agrees to pay the full balance of the Fee upon cancellation as liquidated damages for Client's breach of the Agreement. If, due to circumstances beyond DJ's reasonable control, DJ is unable to perform on the Event date, DJ shall provide Client with notice and either (i) find a substitute of similar experience, or (ii) refund all advance deposits actually paid by the Client.

5. **Liability.** Client shall be held liable for any injury or damages to the DJ or DJ's property if damage is caused by Client or Client's guests, invitees, employees and members of the Client's organization, or employees of venue, and payment for such damage shall be made by Client within thirty (30) days of DJ's written notice of the same. In the event that a claim is filed against DJ by a third party arising out of related to this Agreement, Client agrees to indemnify, defend and hold DJ harmless against any and all such costs and claims, including attorneys' fees, except for such claims that arise out of DJ's sole negligence or willful misconduct. DJ shall attempt to play Client's music requests but shall not be held responsible if certain selections are unavailable. In no event shall DJ be liable to Client for any consequential or incidental damages. Client's sole remedy for any claims against DJ arising from or related to this Agreement shall be limited to a refund of any amounts actually paid by Client.

6. **Force Majeure; Weather.** If this is a "Rain or Shine" event, which shall mean that DJ shall perform regardless of inclement weather conditions, then (i) Client shall remain obligated to pay DJ the fee regardless of the weather conditions on the date of the Event, and (ii) for outdoor performances, Client shall provide overhead shelter for setup area. Notwithstanding anything contained herein to the contrary, DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience, though effort will be made to continue the performance. In no event shall the DJ's compensation be affected by DJ's decision to cancel or cease performing the Services due to unsafe weather conditions. This is  is not  a Rain or Shine event. The obligation of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the DJ's reasonable control. In the event of circumstances deemed to present a threat or implied threat of injury or harm to DJ's staff or any equipment, DJ reserves the right to cease performance. If the Client is

able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), DJ shall resume performance in accordance with the original terms of this Agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

7. **Miscellaneous Terms.**

- a. In the event of non-payment, DJ retains the right to attempt collection through the courts or other legal collection proceedings. Client shall pay all court fees, legal fees, including attorney's fees and collection costs incurred by DJ related to Client's breach of the Agreement. Client shall be charged \$50 for each bounced check plus a \$10 service charge for each collection notice.
- b. The Client executing this Agreement, either individually, or as an agent or representative, represents and warrants that they are at least eighteen (18) years of age, that they have the authority to enter into this agreement in their own or a representative capacity, and should they not have such authority, they shall be personally liable under the terms of this Agreement.
- c. This contract will supersede any other contract. If any part of this Agreement is illegal or unenforceable, the remaining provisions of this Agreement will remain valid and enforceable to both parties. This Agreement contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written Agreement, shall be valid or binding. This Agreement shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.
- d. The laws of the State of Illinois shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Cook County. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Client may not transfer assign this Agreement to another party without the prior written consent of DJ. This agreement is valid only if signed by Client and Spencer Lokken, as owner. DJ may elect not to exercise its rights as specified in this agreement, but doing so does not waive its right to exercise those options at a future date.

**TO BE COMPLETED BY CLIENT:**

Client Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ Cell Phone(s): \_\_\_\_\_

Email 1: \_\_\_\_\_

Email 2: \_\_\_\_\_

Venue: \_\_\_\_\_

Venue Address & Phone #: \_\_\_\_\_

Venue Contact Person: \_\_\_\_\_

Are the String Theory musicians performing? YES ( circle one: ceremony cocktail both ) // NO

Would you like an audio recording of the entire event (music, toasts, etc.) for \$200? YES // NO

**TO BE COMPLETED BY STYLE MATTERS DJS, INC.**

DJ Performing at the Event: \_\_\_\_\_

Style Matters DJs, Inc Signature: \_\_\_\_\_ Date: \_\_\_\_\_



