Kenneth J. Souza, DJ
60 Hedge Street
Fairhaven, MA 02719

Cell / Text: 508-646-8310
kjsouza@comcast.net
www.kj-tunes.com

Contract for Professional Disc Jockey Services

_____ ("**Client**") hereby hires **KJ Tunes** and/or **Kenneth J. Souza** ("**DJ**") to provide professional disc jockey services for a _____ (*Type of Event*) at _____ beginning at _____ and ending at _____ on _____ (*Day/Month/Date/Year*).

DJ will provide complete portable sound system and lighting effects which will be set up and tested prior to the event.

DJ will meet individually with **Client** to help plan the event upon request. **Client** or hired venue will provide one sturdy banquet table for **DJ**'s equipment and music, and one chair for the use of **DJ** during the event. The table and chair should be set up at least one hour before the time the event begins. **Client** or hired venue will also provide a grounded 15-amp electrical outlet to which no other equipment has been connected (dedicated circuit). **Client** designates _____ as the sole person with authority to give directions to **DJ** with respect to music selection, volume control, announcements, and breaks (if any).

If **DJ** experiences an equipment breakdown and is not able to finish the event, the fee will be paid on a pro-rata basis determined by the length of playing time. This will not apply in the case of damage to **DJ**'s equipment that is caused by persons or incidents at the event. **DJ** cannot be responsible for electrical problems or power failures, unless they are directly caused by his/her actions. The **Client** will indemnify, defend, and hold **DJ** (and his employees, contractors, agents and representatives) harmless from all actions, proceedings, claims, demands, liabilities, losses, judgments, damages, penalties, or expenses of whatever kind, including interest, attorney's fees, court costs and other reasonable costs and charges resulting from the negligence or intentional misconduct of the **Client** or third parties involved with or present at the event, including guests and venue staff. To cover any such claims, the **Client** may obtain a single event liability insurance policy if desired.

In consideration for the services provided, **Client** agrees to pay **DJ** a total fee of $ _____ by cash or check. Upon a request from **Client** to play longer than contracted time, **DJ** at his/her discretion, may perform overtime at a rate of **$50.00** per hour. Client agrees to pay a nonrefundable booking fee of $ _____ upon signing this Contract, and the remaining balance shall be due at the event. All checks should be made payable to "**Kenneth J. Souza**." Failure to pay balance due by the conclusion of the event to **DJ** will subject **Client** to a $50 late fee plus interest at the rate of five (5) percent per month on the unpaid amount due.

This **Contract** constitutes the entire understanding between the parties and there are no convenants, promises, representations, or warranties other than as set forth herein. No modifications of its terms will be valid unless they are recorded in a written instrument signed by both parties. In the event any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. This **Contract** will be interpreted according to the laws of the Commonwealth of Massachusetts, and jurisdiction and venue will be deemed to be proper in Bristol County, Massachusetts. In the event of breach of **Contract**, a court may award attorney fees, court costs and related expenses to the prevailing party.

This **Contract** is entered into on the _____ day of _____, 20____.

DJ: Kenneth J. Souza
Street: 60 Hedge Street
City/State/Zip: Fairhaven, MA 02719
Tel: 508-646-8310
Email: kjsouza@comcast.net

Client: _____
Street: _____
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Tel: _____
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