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Made _____(month) _____(day), 201 _____

The Parties agree and intend to be legally bound as follows:

1. Moments In Time Movie Production, LLC shall provide DJ Service for the Purchaser(s) at the following location:

SCHOOL NAME:

ORGANIZER OR CONTACT NAME:

Address: _____

City/State: _____ Zip: _____

Phone Number/s: _____

2. The DJ Service, referenced in Paragraph 1, shall be provided and accepted on the following dates and times of the engagement:

1 hour event - \$150.00	2 ½ hour event - \$300.00	4-5 hour event - \$450.00
1 ½ hour event - \$200.00	3 hour event - \$350.00	5-6 hour event - \$550.00
2 hour event - \$250.00	3 ½ - 4 hour event - \$400.00	6-7 hour event - \$650.00

Event Dates:

Date:	Time:	Cost:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STANDARD SCHOOL FEATURES:

- Disc jockey entertainment starting with the arrival of your guests.
- Over 25,000 song titles on hand to choose from.
- Spectacular sound with the world famous MACKIE audio sound systems.
- Rotating LED floor lights, LED disco ball, and by request, strobe lights, bubble machine, and fog machine.
- Wireless microphone for special announcements.
- We would like to accommodate you in any way possible. If you would really enjoy having more features, let us know. We can often work in those accommodations at no additional cost!

3. The DJ Service, referenced in Paragraph 1 shall consist primarily of providing musical entertainment by means of a downloaded CD music format.
4. Moments In Time Movie Production, LLC shall, at all times, have unmitigated control of its DJ Services.
5. In the event that additional hours of DJ Services are requested after the date this Agreement is executed, and Moments In Time Movie Production, LLC accepts said request, additional hours of DJ Services will be charged at the rate of **\$100.00 per hour**, payable the day of the engagement. The parties understand and agree that it may not always be possible to provide additional performance time; Moments In Time Production, LLC is under no obligation to accept an offer to purchase Additional DJ Services.

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, car problems, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Moments In Time Movie Production, LLC to make it to the event or replacement entertainment at the agreed upon fees. Should Moments In Time Movie Production, LLC be unable to procure a replacement, Purchaser shall receive a full refund.

It is understood that if Moments in Time Movie Production, LLC subcontracts services for your event and any liability issues or breach of this contract occurs, the subcontractor is the responsible party. Moments in Time Movie Production, LLC is not responsible for their services provided. Any and all issues, court costs, attorney fees and legal damages are the responsibility of the subcontractor, not Moments in Time Movie Production, LLC. The subcontracted party will also be using their own equipment for services at your event.

Purchaser(s) agree that Moments In Time Movie Production, LLC's liability shall not be liable in any amount of damage which exceeds the performance fee(s) recited above. Further, the Purchaser(s) agree that Moments In Time Movie Production, LLC shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement.

No DJ Services, or any portion of the performance at the engagement, shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Moments In Time Movie Production, LLC relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The Purchaser(s) and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event of breach by the Purchaser(s), the Purchaser(s) shall pay the DJ the amount set forth above as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is further agreed that the Purchaser shall be liable for any and all injury or damage to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event; Moments In Time Movie Production, LLC's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The 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. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm Moments In Time Movie Production, LLC staff or any equipment in Moments In Time Movie Production, LLC possession, Moments In Time Movie Production, LLC reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Moments In Time Movie Production, LLC 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 Moments In Time Movie Production, LLC resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Moments In Time Movie Production, LLC reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Moments In Time Movie Production, LLC with safe and appropriate working conditions. This includes a **10-foot by 10-foot area for setup**, space for setting up speakers and lighting stands. Moments In Time Movie Production, LLC requires 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. This circuit must be free of all other connected loads. Any

delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

In the event of non-payment, Moments In Time Movie Production, LLC retains the right to attempt collection through the courts. Purchaser agrees to be held responsible for all court costs, legal fees, and collection costs incurred by Moments In Time Movie Production, LLC. Purchaser shall be charged \$30 for each returned check. It is agreed that Michigan law shall control all aspects of this Agreement.

Purchasers agree to make all necessary arrangements to provide the DJ with access to the event venue not less than **1 hour** before the engagement and **45 minutes** after the engagement for setup and takedown. Moments In Time Movie Production, LLC also requests ramp or elevator access between the parking/service entrance and the setup area.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

This document, together with any attachments initialed by the parties, shall constitute THE ENTIRE AGREEMENT of the parties. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable as to both parties. Again, this document 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 contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of Michigan shall govern this agreement. In the event that legal proceedings are initiated by either party, it is agreed that proper venue shall be in Kent County.

Purchaser(s) agree to indemnify, defend, assume liability for and hold Moments In Time Movie Production, LLC harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Moments In Time Movie Production, LLC performance. 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.

THE PARTIES acknowledge that they have read the above Agreement in its entirety, understand all of its terms and conditions, have had an opportunity to review the same with legal counsel, and agree to abide by the terms of this agreement of his/her own free will and consent.

Date: _____

Purchaser Name

Purchaser Signature

Street Address:

Telephone: _____

Email Address: _____

Date: _____

Joe Lober, President