

PORT CITY DJS SM
CONTRACT AGREEMENT FOR SERVICES

This Contract Agreement for Services (the "Contract Agreement") is made effective as of ___/___/___, by and between the **Port City DJs** of Mobile County, Alabama and _____ (the Party) of _____, Alabama.

1. **DESCRIPTION OF SERVICES.** Beginning on ___/___/___, starting at _____ and ending at _____, the **Port City DJs** will provide the following services (collectively, the "DJ Services") "**Portable Music Entertainment**" to be held at _____.
"Party" Initial _____.
2. **RATES FOR SERVICES.** \$_____ per hour. (4-hour min.) **QUOTED RATE:** \$_____ "Party" Initial _____.
3. **TRAVEL RATE.** The Party will be charged a onetime travel rate (in addition to the hourly rate) for destinations over 25 miles from downtown Mobile. **Rates are:** (26 to 60 miles) - **\$50.00**____ (61 to 100 miles)-**\$100.00**____ (Check one that applies if applicable).
"Party" Initial _____.
4. **PAYMENT FOR SERVICES.** Payment by "Party" will be paid to the **Port City DJs** for "**DJ Services**" and **Mileage (If Applicable)** being rendered in the amount of \$_____. (NON NEGOTIONABLE) This amount will be payable by cash or by check **BEFORE THE START OF THE "DJ Services", MAKE CHECK PAYABLE TO: David Parnell or Mike Murphy. "DJ Services" WILL NOT START UNTIL PAYMENT IS RENDERED.** "Party" Initial _____.
5. **PROVISION 1.** If it is requested by the "Party" that the **Port City DJs** start earlier than the Contract Agreement time a **\$50.00 Early Start Fee (1/2 hr. min)** will incur from "Party". If it is requested by the "Party" that the **Port City DJs** remain longer than the Contract Agreement time (**1 hour min.**) (See Line 1), an additional **\$75.00 per hour** charge will incur from "Party". "Party" Initial _____.
6. **PROVISION 2.** "Party" is "**Liable**" for any damages done to the person or property of any member of the **Port City DJs** by the "Party", any of "Party's" agents, employees, friends and relatives or any member, guest or customer of "Party". "Party" Initial _____.
7. **PROVISION 3.** "Party" will provide the **Port City DJs** with two, 120 volt 20 amp power sources. If the event is held outdoors the "Party" will provide a proper covering such as a tent (**12' x 12'**) or equivalent to protect the **Port City DJs** and their equipment from direct sunlight, wind or rain. In the event the "Party" decides that the function is to be moved indoors after the equipment is set up a **\$150.00 Tear Down/Setup Fee** will incur from "Party," and same if "Event" is moved from indoors to outdoors. Any re-locating of **Port City DJs** equipment will also result in a 1 hour loss of "Service," which will be deducted from the total contracted "**Services**" time. (See Line 1)
"Party" Initial _____.
8. **SONG SELECTION.** The songs played during the "Event" are at the sole discretion of the **Port City DJs**. Unless it is verbally stated or written otherwise by the "Party", the "**Port City DJs**" will pick and choose the songs according to the mood of the "Event". The "**Port City DJs**" will not be "**Liable or Responsible**" if anyone at the "Event" is offended by the content of a song, or for any embarrassing, offensive, sexually explicit or vulgar language in the song itself that is played during the "Event". "Party" Initial _____.
9. **CANCELLATION.** If for any reason the "Party" has to cancel on the above date of this Contact Agreement after the **Port City DJs** have arrived at the "Event" but before the equipment is set up a **\$100.00 Lost Session Fee** will incur from "Party". If the "Party" has to cancel before the above date of this Contract Agreement, a 5-day notice by E-Mail is to be provided or a **\$100.00 Lost Session Fee** will incur from "Party" **info@portcitydjs.com** If for any reason beyond the **Port City DJs** control, or the **Port City DJs** cannot fulfill their obligation to perform on the above date after a Contract Agreement has been signed, The **Port City DJs** will attempt to notify "Party" 5-days prior to said time of the "**DJ Services**" and will not be "**Liable or Responsible**" for any costs or inconveniences to "Party". "Party" will then not be "**Liable or Responsible**" for any fees set forth in this Contract Agreement. "Party" Initial _____.
10. **TERMINATION.** This Contract Agreement will terminate automatically upon completion by the **Port City DJs** of the "**DJ Services**" rendered by this Contract Agreement. "Party" Initial _____.
11. **GUARANTEE.** The **Port City DJs** shall provide its services and meet its obligations under this Contract Agreement in a timely and professional manner, using knowledge and expertise for performing such services, which meet generally acceptable standards in the portable music entertainment business.
12. **ENTIRE AGREEMENT.** This Contract Agreement contains the entire agreement of the "Party" and the **Port City DJs** and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter hereunder. This Contract Agreement supersedes any prior written or oral agreements between the "Party" and the **Port City DJs**. The laws of the State of Alabama govern this Contract Agreement. "Party" Initial _____.

By signing below, both the Party and the Port City DJs agree to this Contract Agreement. This Contract Agreement is legal and binding in a court of law.

By: _____ Date: ___/___/___
"Port City DJs" David Parnell or Mike Murphy

By: _____ Date: ___/___/___
"Party"