

Your Ultimate Event & Party Company
Sound Storms
www.SoundStormsDJ.com

AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the Purchaser, and Sound Storms, hereinafter referred to as the DJ.

WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue) Name: _____

(Venue) Address: _____

Type Of Event: _____

(Personal) Name: _____

(Personal) Address: _____

(Personal) Phone #: _____

(Personal) E-Mail: _____

2. Sound Storms hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. Sound Storms hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date and time of the engagement:

Date: _____

Start Time: _____

Finish Time: _____

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

A non-refundable reservation fee of \$_____, is required to secure the services of Sound Storms for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is \$_____ for the time frame outlined above. The remaining balance will be paid on or before the date of event prior to system set-up in cash, or certified funds (ie: money order). A convenience fee of \$35.00 will be added for any final payments made by check. Services requested that exceed the time frame will be charged at the rate of \$_____ per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials _____ Sound Storms Representative _____

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Sound Storms to find replacement entertainment at the agreed upon fees. Should Sound Storms be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Sound Storms liability shall be exclusively limited to an amount equal to the performance fee and that Sound Storms 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.

I grant to Sound Storms Entertainment, its representatives and employees, successors and assigns, the right to take photographs and/or videos of me and my guests and to obtain photographs or videos from any person and my official photographer and videographer in the same capacity as if requested by myself personally, in connection with my event. If obtained from a professional photographer or videographer, acknowledgement of credits will be provided if used. I authorize Sound Storms Entertainment to use and publish the same in print and/or electronically without restriction or compensation. I agree that Sound Storms Entertainment may use such photographs of me/us with or without my/our name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. The DJ's performance is for the personal enjoyment of Purchaser and guests. Unauthorized commercial use of any photographs, videos, and/or recordings of the DJ's performance without the expressed written consent is prohibited.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages 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, Sound Storms 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 to Sound Storms staff or any equipment in Sound Storms possession, Sound Storms 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), Sound Storms 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 Sound Storms resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Sound Storms reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ Sound Storms Representative _____

Purchaser shall provide Sound Storms with safe and appropriate working conditions. This includes a 6-foot by 12-foot area for setup, space for setting up speakers and lighting stands. Sound Storms requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 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. 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).

The Purchaser shall at all times have complete control, direction and supervision of the performance of Sound Storms at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Sound Storms. A written event/music planner or music request list must be received from the Purchaser and forwarded to Sound Storms at least two weeks prior to the date of the engagement for it to be included in Sound Storms programming guidelines. With or without the aid of an event/music planner or music request list, Sound Storms shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Sound Storms will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Sound Storms retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Sound Storms. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Sound Storms will be ready to perform at the start time of the engagement. No guarantee is made as to Sound Storms time of arrival; however, Sound Storms requests that they be permitted a minimum of 90 minutes before the engagement and 90 minutes after the engagement for setup and takedown. Sound Storms also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs, lifted onto a stage or traveled excessive distance to reach the setup area, additional labor may be charged at the rate of \$50.00.

Special provisions & Additional Services Requested:

Purchaser Initials _____ Sound Storms Representative _____

I Understand the photobooth terms and conditions are as follows:

* "Enclosed" photo booth must be located indoors ONLY. If outdoors a back drop can be used ONLY if wind is permitting.

* The photo booth requires a space that is on level ground, at least eight (8) feet long, five (5) feet wide, and has a ceiling that is at least eight (8) feet high. We suggest you visit your event location ahead of time and measure the space you would like the booth placed to ensure it will fit.

* We also require a single standard electrical outlet. This outlet must NOT be shared with any other vendors/appliances/lighting equipment. Otherwise, malfunctions may occur causing some images to come out less than perfect. Sound Storms Entertainment will not refund you for poor service caused by shared outlets, as reserving an outlet for us is your responsibility. We suggest you visit your event location ahead of time and identify the nearest outlet.

* If any of these conditions are not met, and the technicians assigned to your event cannot successfully complete set-up, they reserve the right to refuse service.

* I, the client, assume full responsibility for the actions of my guests and anyone else who uses the booth at my event. In the case that they cause damage to the booth, I assume full responsibility, and will pay for the repairs/replacements.

*By using our service, you release all images taken of you and your guests to Sound Storms Entertainment. All images taken using our booth become the intellectual/creative property of Sound Storms Entertainment, and may be displayed on the internet/website, on business cards and other advertising materials, etc.

*If you would like Sound Storms Entertainment to refrain from posting images from your event online, we must be notified at time of contract signing. By allowing this option your guests will be able to go online and view all the photos of their friends from your event and print copies for themselves.

Purchaser Initials _____ Sound Storms Representative _____

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.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative of 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 Florida shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees to defend, indemnify, assume liability for and hold Sound Storms harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Sound Storms 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. Purchaser may not transfer this contract to another party without the prior written consent of Sound Storms. This agreement is not binding until signed by both Purchaser and Sound Storms has received it. Any changes must be written and signed by both the Purchaser and Sound Storms. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Sound Storms may elect not to exercise their rights as specified in this agreement. By doing so, Sound Storms does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser:

Signature

Printed Name

Sound Storms Representative:

Signature

Printed Name