

# DJ Josh Nicol Event Contract

# Legal Document

## TERMS

- This is an agreement entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_\_(today's date) between DJ Josh Nicol and \_\_\_\_\_(Client(s) name). Signatures indicate the Client(s) have read the terms and agreements of this contract and understands his or her responsibilities.
- A deposit amount of \$\_\_\_\_\_ should be made at least 30 days prior to the event date.
- Deposit made (Y) or (N). Circle one.
- It is agreed that the Client(s) will pay the amount of \$\_\_\_\_\_ per hour (minimum of 4 hrs) for the event located at \_\_\_\_\_(event location including city and state) on \_\_\_\_/\_\_\_\_/\_\_\_\_\_(event date). Additional charges of \$\_\_\_\_\_ are agreed to supply the following service(s)\_\_\_\_\_.
- DJ Josh Nicol will be setup and ready to perform by \_\_\_\_\_(start time of event). Estimated length of service is \_\_\_\_ hrs.

1. All Deposits are Non-Refundable. If the event is cancelled, the deposit may be used towards the cost of a future event within one year.
2. The deposit along with the signed contract must be delivered (U.S. Postal Service, electronically, or in person) to DJ Josh Nicol in order to secure the date requested for your event. Payment can be made via cash, check or credit card (MasterCard or Visa).
3. The Client agrees to supply DJ Josh Nicol valid credit card information at the time of deposit. Payment balance must be provided by the close of the event.
4. The total balance is due if the DJ is not given notice of cancellation at least 10 days prior to the event.
5. DJ Josh Nicol shall attempt to play Client and Clients' guest's music requests but shall not be held responsible if certain selections are unavailable.
6. This agreement of DJ Josh Nicol to perform shall be excused by the detention of the DJ by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond the DJ's control. If such circumstances arise, all reasonable efforts will be made by DJ Josh Nicol to find a replacement DJ at the agreed upon fees. Should DJ Josh Nicol be unable to procure a replacement DJ, Client shall receive a full refund. Clients agrees that in all circumstances, DJ Josh Nicol's liability shall be exclusively limited to an amount equal to the performance fee and that DJ Josh Nicol shall not be liable for indirect or consequential damages arising from any breach of contract.
7. This agreement guarantees that DJ Josh Nicol will be ready to perform at the start time of the engagement. No guarantee is made as to the DJs time of arrival.
8. Client will take steps to protect DJ Josh Nicol's equipment, music and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on Client or Client's guest(s) part will be payable by Client to the extent of repair or replacement of damaged music and equipment, and all costs of medical treatment.
9. In the event of circumstances deemed by DJ Josh Nicol to present a threat or implied threat of injury or harm to the DJ or any equipment in the DJ's possession, the 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 the agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or the DJ resumes performance. In order to prevent equipment damage or liability arising from accidental

injury to any individual attending this performance, the DJ reserves the right to deny any guest access to sound system, music recordings, or equipment.

10. Client shall provide DJ Josh Nicol with safe and appropriate working conditions. This includes, but is not limited to, providing a secure and sturdy 6-foot set-up table and 120-volt outlet (3 prong grounded with at least 15 amps available) from a reliable power source within 25 feet of the set-up area; providing a facility that completely covers and protects DJ Josh Nicol's equipment from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); providing crowd control if warranted; and furnishing directions to place of engagement and free parking. Client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.

11. Client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, fire marshal, time before and after the engagement utilized by DJ Josh Nicol for setting up and taking down equipment.

12. The laws of the Commonwealth of Virginia shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in Page County.

13. Client agrees to defend, indemnify, assume liability for and hold DJ Josh Nicol harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DJ Josh Nicol's 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.

14. Client may not transfer this contract to another party without the prior written consent of DJ Josh Nicol.

15. This agreement is not binding until received with a deposit by the time specified by DJ Josh Nicol. Any changes must be written and signed by both Client and DJ Josh Nicol. 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.

16. DJ Josh Nicol may elect not to exercise his rights as specified in this agreement. By doing so, DJ Josh Nicol does not waive their right to exercise those options at a future date.

• Client Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

• Client Signature(s) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

• DJ Josh Nicol Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

#### Client Contact Information

Name: \_\_\_\_\_

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

\_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_