

Digital Jockey
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PROPOSAL & AGREEMENT

Date: _____

To: _____ ("Customer")

Dear Sir(s):

Digital Jockey ("DJ") proposes to provide Live Disc Jockeyed music with Digital Format ("Service") for Customer's upcoming event ("Event") as follows:

Date: _____

Start Time: _____

End Time: _____

Location: _____

Special Items: _____

Service Fee. All of the Service shall be completed by DJ in a professional manner according to standard industry practices for the total service fee ("Service Fee") of:

_____ DOLLARS (\$) _____)

Each person signing below hereby represents that he/she is duly authorized to execute this Agreement on behalf of Customer or DJ as indicated, and that each accepts the proposal, enters into, agrees to and shall be bound by this Proposal & Agreement, including but not limited to all of the terms and conditions printed on the face and reverse side hereof.

For DIGITAL JOCKEY:

by _____
Luke Whipple, Owner

For CUSTOMER: _____

by _____
(signature & title)

(print name & title)

Serving Utah Since 1996

TERMS & CONDITIONS

1. Except as agreed otherwise in writing by DJ and Customer, the Proposal & Agreement consists of these Terms & Conditions and all of the printing and writing on the reverse side hereof, all of which shall legally bind both parties. All duties and obligations of Customer herein shall be at Customer's own expense and at no cost to DJ.
2. **Permits.** Customer shall in advance obtain all permits and/or licenses necessary for the performance of the Services.
3. **Physical Security.** Customer shall make all arrangements necessary to ensure the physical protection of the employees and equipment of DJ while at the Event sufficient to allow the safe and secure performance of the Services.
4. **Safety.** Customer shall make all arrangements necessary to ensure the physical safety of the participants at the Event.
5. **Power.** Customer shall, at no expense to DJ, provide adequate 120 volt AC electrical power within 50 feet of soundstage where DJ is to perform Services.
6. **Indemnification & Insurance.** Customer shall indemnify, save and hold harmless DJ from all costs, expenses, damage to DJ's equipment or other property, injuries to any employee of DJ while working at the Event, and costs of suit, including but not limited to reasonable attorney's fees, to the extent any such are incurred because of and/or arise out of any negligence, gross negligence, and/or willful misconduct by Customer, its employees, agents, representatives, guests, invitees, or others Customer allows on the premises during the performance of the Service, or which arise out of any failure by Customer to comply with any of the terms and conditions of this Agreement.

Customer shall obtain and keep in effect at all relevant times sufficient insurance to fully pay for and satisfy its obligations of indemnification herein. The existence or lack of such insurance shall not relieve customer of any of its indemnification or other contract duties herein.
7. **Assumption of Risk.** The music or genre of music played by DJ shall be as requested by Customer or persons designated or allowed by Customer, and not by DJ. The responsibility for the safety, security, order and discipline of all attending the Event and for all other aspects of the Event is exclusively that of Customer and not DJ. Customer is fully aware of, and knowingly and willingly assumes all risks, liabilities and responsibilities associated with the Event. DJ's sole obligation is to perform the Service at the Event subject to the Customer's meeting its obligations herein.
8. **Deposit.** A deposit of fifty percent (50%) of the Service Fee is required at booking time. If the booking is cancelled, none of the deposit is refundable if cancellation is made within 15 days before Event, 25% refundable if cancelled between 30 and 15 days before Event, 50% refundable if cancelled between 45 and 30 days before Event, and full refund if cancelled more than 45 days before Event.
9. **Cancellation.** Customer is obliged to and shall pay DJ the full Service Fee if the booking is cancelled by the customer for any reason within 100 hours of the start time of Event.
10. **Applicable Law & Jurisdiction.** This Agreement shall be governed by the laws of the State of Utah. Both parties hereby irrevocably submit to the nonexclusive jurisdiction of any court of the State of Utah or the United States of America, sitting in the County of Utah, State of Utah, in any action or proceeding arising out of or relating to this Agreement, and Customer irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in any such court. Customer hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
11. **Cost of Enforcement.** The losing party in any action to enforce this Agreement or any portion hereof shall pay the prevailing party all costs and expenses, including but not limited to attorney's fees, incurred in connection with any such action.
12. **Entire Agreement & No Amendment.** This Agreement is intended by the parties as a final expression of their agreement and supercedes all prior communications, representations and agreements, oral or written, between the parties with respect to the subject matter contained herein. The parties also intend this Agreement to be a complete and exclusive statement of the terms of their agreement. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on DJ unless in writing signed by a duly authorized representative of DJ.