DJ Service provided by: DJ Ricky DaTruth
All In Marketing, LLC
Phone: 843-450-3122
Email: Rdcurry3122@gmail.com

DJ Entertainment Business Contract Agreement

All areas of this contract is mandatory to be filled. Please use a black or blue ballpoint pen.

CLIENT INFORMATION (person of contact):

Full Name of Contact: Trevonne Cuffee

Company Name: MTC Events, LLC

Street Address: N/A

City: Charlotte *State:* NC *Zip:* _____

Phone Number(s): Cell: 757-201-5237 *Main:* _____

Email: mtceventsllc@gmail.com

EVENT INFORMATION (where is the event):

Performance Date: 09/24/2021 *Rain Date:* ___/___/____

Name of Event: Aisis and Ciera Wedding

Name of Host / Maitr D': Trevonne Cuffee

Event Street Address: 4300 Weddington Rd

City: Matthews *State:* NC *Zip:* 28105

Parking Area: in front of Lake Pointe Hall

The total amount for this DJ service is listed within the attached invoice. The balance due on the invoice is to be paid prior to the engagement or on the same day, if paid after an additional processing fee of $150 will apply as late payment. All state and federal taxes applies to all events unless all proper tax exempt forms are present at the time of the event.

The minimum deposit to hereby bind the terms of this Agreement is half or Pay in Full. A non-refundable deposit is due at the signing of this contract – CASH ONLY! Unless other arrangements are made. A deposit has to be taken for all scheduled events and it locks in the date in our schedule book.

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Both parties entering into this Agreement shall be permanently bound to fulfill the obligations
unless one of the following conditions applies:

1. *Both parties mutually agree to leave this Agreement and all its responsibilities.*

2. *The above described event is completely cancelled and a minimum of 45 days' notice is given, this includes weekends and holidays.*

If we are unable to provide the entertainment event services due to complications beyond our control a full refund of the deposit will be issued back to the client in a check within 8 - 10 business days, excludes holidays.

Any and all information or details shall be communicated within seven days of the event. There is a surcharge for any critical changes given to us during a performance without prior notice. The signed party of this agreement is fully responsible to provide us with clean bathroom facilities, a safe atmosphere, food and drinks (including alcoholic beverages) during the event. It takes time to setup and breakdown; remember to give us at least 3 - 6 hours of setup time before and after and access to delivery entrances (including loading docks, elevators and proper staging carts).

The DJ shall not be held liable for any action(s) that may arise from or in connection with any individual that is not directly affiliated with the DJ. Additionally, the contracting party agrees to assume full responsibility for any and all damages that may be caused by them or their guests that involves the DJ's property. The DJ is not held accountable if a requested song is not played. The DJ has the right to reject someone from the party if the DJ feels threatened, if this happens the DJ has the right to stop music, collect all funds, pack up the equipment and leave at any time. If for any reason you refuse to pay us we will send you a bill and follow proper legal law procedure(s) to retain the funds, you will also be responsible for those fees. The signing party shall indemnify all responsibilities herein this entire contract.

_____ *Date:* 11/17/2020
Signature of the Client

Initial here AH/CM *to allow the use of pictures and / or video images taken at the mentioned event within this agreement for promotional uses. If you do not initial this section, we will not use any pictures and / or video images taken during event. Any reproduction of photography and videos taking during the event can be issued to client for an additional fee.*

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Each person signing the contract hereby represents that he/she is duly authorized to execute this Agreement on behalf of the Customer or All In Marketing, LLC, (henceforth referred to as "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. 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 the Customer herein shall be at the Customer's own expense and at no cost to DJ Permits. The Customer shall in advance obtain all permits and/or licenses necessary for the performance of the Services.

Physical Security. The 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 and Safety. The Customer shall make all arrangements necessary to ensure the physical safety of the participants at the event.

Power. The 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.

Indemnification & Insurance. The Customer shall indemnify, save and hold harmless DJ from all costs, expenses, damage to DJs equipment or other property, injuries to any employee of DJ while working at the Event, and costs of suit, including but 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 the Customer, its employees, agents, representatives, guests, invitees, or others the Customer allows on the premises during the performance of the Service, or which arise out of any failure by the Customer to comply with any of the terms and conditions of this Agreement. The Customer shall obtain and keep in effect at all relevant times sufficient insurance to fully pay for and satisfy its obligations of indemnification or other contract duties herein.

Assumption of Risk. The music or genre of music played by DJ shall be as requested by the Customer or persons designated or allowed by the 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 the Customer and not the DJ. The Customer is fully aware of, and knowingly and willingly, assumes all risks, liabilities and responsibilities associated with the Event. The DJs sole obligation is to perform the Service at the Event subject to the Customer's meeting its obligations herein.

Applicable Law & Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina. Both parties hereby irrevocably submit to the nonexclusive jurisdiction of any court of the State of New Jersey or the UnitedStates of America, sitting in the County or Township of Charlotte *, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement, and the Customer irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in any such court. The 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.*

Other: No hidden costs. Every attempt will be made to ensure that set-up is done prior to your guests arriving. Coordination with other vendors included.

Signature of the Client _____ *Date* 11/17/2020

Please sign and date the contract, scan as PDF and email to Rdcurry3122@gmail.com