



## **Service Contract - Terms and Conditions**

### **General:**

This contract contains two parts; 1) Terms and Conditions and 2) Event Details and Information. The following pages ensure that each party is knowledgeable about and fulfills the required responsibilities regarding the scheduled event. Please read them carefully before signing, as your signature states that you understand and agree to all of the information and responsibilities provided in this contract. Communication is vital to FMX DJs. Client will contact FMX DJs at least seven days prior to event for final confirmation. Please contact us with any wishes, concerns or questions as soon as possible.

### **Reservations:**

Please contact FMX DJs to establish availability for the date and time of your event. FMX DJs charges a non-refundable deposit of \$100.00 to be paid at the time of reservation. **Your event date will not be reserved until this deposit is paid and the contract is signed and returned.** The remaining balance is to be paid on the day of the event prior to the contracted starting time. Cash, checks and money orders are acceptable forms of payment. If there are additional charges added during the event (i.e. overtime, etc.) the final balance will be due at the end of the event. The Client will be charged a fee of \$25.00 for each returned check. The Client will be charged for travel fees in the amount of 45 (forty-five) cents per mile for venue locations beyond a 20-mile radius of downtown Indianapolis, Indiana.

### **Overtime:**

If the Client requests extended playing time, FMX DJs will make every effort to accommodate the request. Overtime beyond the original contract may be purchased in one-hour increments at the rate of \$40.00 per hour. The Client is responsible to coordinate with the venue representative in these matters.

### **Cancellations:**

**Client cancellations must be received in writing.** Cancellations made at least 30 days in advance of the scheduled event will be accepted with no penalty.

### **Limitations of Liability:**

If FMX DJs fails to appear or perform as scheduled due to circumstances beyond their control, (i.e. illness, accident, theft / vandalism of equipment, act of God or nature) the amount of damages paid to the Client will be limited to the total amount paid to FMX DJs in this contract, including the \$100.00 deposit. The Client agrees to forfeit all punitive damages under these circumstances. In cases of non-attendance, FMX DJs will make attempts to find a replacement DJ or DJ service. Under no circumstances shall the Client be entitled to collect more than the contract amount.

### **Client-provided Music:**

If the Client wishes to provide media (i.e. CD's) to be played during the event, the Client must deliver the media to FMX DJs at least seven days in advance of the scheduled event. FMX DJs assumes no responsibility for the loss, damage, or theft of such items. FMX DJs will not be responsible for skipping or other problems caused by the Client's media. Guests' media will not be played, except under the direct instruction of the Client. Any damage from Client or guest media will be responsibility of Client and any costs for repair and or replacement of equipment shall be responsibility of Client.

### **Venue:**

FMX DJs will normally arrive between 1 and 2 hours prior to the contract start time to set up and configure the equipment. The Client is responsible to ensure that the venue is unlocked and accessible to the FMX DJs DJ two hours prior to the contracted start time. The Client is responsible for providing FMX DJs with a reasonably secure stage or floor area with easy access. At the discretion of FMX DJs, there may be an additional charge (not to exceed \$30.00) for an excessive number of stairs, lack of elevator, or any additional condition that makes setup or configuration difficult. The Client is responsible to provide an area that is at least 15'-0" wide x 8'-0" deep for equipment. The Client is required to ensure that the operating location is within 25 cable-feet of at least two grounded 20-Amp AC outlets on separate circuits. FMX DJs will utilize a portable circuit tester on the AC electrical outlets prior to setup to ensure that no flaws exist in the power supply. If any part of the circuit test fails, FMX DJs will not continue setup until contact is made with the Client or venue personnel is made and the situation is resolved. The Client is responsible to provide any required licenses or permits, including but not limited to noise permits, if so required. Any and all images, photographs, movies, likenesses and any other electronic reproductions are the sole property of FMX DJs. The Client, releases any and all claims for royalties or payments of Client and Client's guests for the use of said images, photographs, movies, likenesses and any other electronic reproductions used by FMX DJs in any advertisement or media including websites and promotional media.

### **Safety:**

FMX DJs reserves the right to deny Client or guest access to any equipment, media, or supplies owned by FMX DJs. At the discretion of FMX DJs, if a condition becomes hazardous to persons or equipment, the Client may be called upon to remedy the condition. If no satisfactory action is taken, FMX DJs may cease operation until the condition is resolved. If, at any time, a hazardous condition cannot be remedied to the satisfaction of FMX DJs, (i.e. crowd control, weather conditions, etc.) FMX DJs reserves the right to immediately terminate services. In this situation, the Client will forfeit the full contract amount, and release FMX DJs from all liability. The Client assumes full responsibility for all injuries, equipment / media damage, theft, or delays caused by negligent or willful acts of the Client or the Client's guests. FMX DJs will notify the Client immediately upon discovery of any such injury, damage, theft or delay.

By signing below, I acknowledge that I have read and agree to all of the terms, conditions, details, and information set forth in this Service Contract and that this Service Contract is legally binding.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **Service Contract - Event Details and Information**

### **CLIENT INFORMATION:**

Name: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_  
Evening/Other Phone: \_\_\_\_\_  
Street Address: \_\_\_\_\_

City-State Zip: \_\_\_\_\_  
Email Address(s): \_\_\_\_\_  
Referral: \_\_\_\_\_

### **EVENT INFORMATION:**

\*Type: \_\_\_\_\_  
Date of Event: \_\_\_\_\_  
Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_  
Number of expected guests: \_\_\_\_\_

### **VENUE INFORMATION:**

Venue Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City-State Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

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

### **EVENT CHARGES:**

Initial Event Price Quote: \_\_\_\_\_  
Overtime Fee: \_\_\_\_\_  
Discount Amount: \_\_\_\_\_  
Total Service Hours: \_\_\_\_\_  
Mileage Fee: \_\_\_\_\_

Extra Setup Fee: \_\_\_\_\_  
Overtime Hours: \_\_\_\_\_  
Calculated Miles (round trip): \_\_\_\_\_  
Returned Check Fee: \_\_\_\_\_

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Total Due: \_\_\_\_\_  
Deposit: \_\_\_\_\_  
Balance Due at Start of Event: \_\_\_\_\_  
Balance Due at End of Event: \_\_\_\_\_

### **Comments or special instructions:**

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