

DJ SERVICES AGREEMENT

THIS DJ SERVICES AGREEMENT (hereinafter "Agreement") is dated:

[REDACTED] (enter the date that this Agreement is signed)

BETWEEN THE CLIENT:

[REDACTED] (hereinafter "Client")

Of the following address:

AND THE DJ:

Of the following address:

(1) BACKGROUND

The DJ desires to provide DJ services to the Client.

The Client desires to obtain such DJ services from the DJ.

THEREFORE, in consideration of the mutual promises set forth below, the Client and the DJ agree as follows:

(2) DEFINITIONS

In this Agreement, the following definitions apply:

"ACL" means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth).

"Agreement" means this agreement.

"Agreement Date" means the date marked at the top of this document.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in South Australia.

"Client" means [REDACTED].

"Deposit" has the meaning defined in the "Payment" clause of this Agreement.

"DJ" means [REDACTED].

"Event Date" means [REDACTED].

"Fees" means any and all compensation and fees as described in the "Payment" clause of this Agreement including fees for Services as well as any applicable Deposit fees, overtime fees, or late fees.

"Goods and Services Tax" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the GST Law.

"GST" means Goods and Services Tax.

"GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

"Party" means either the Client or the DJ.

"Parties" means the Client and the DJ collectively.

"Services" has the meaning defined in the "Services" clause of this Agreement.

(3) INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) If a word or phrase is defined in this Agreement then any grammatical variations of that word or phrase have a corresponding meaning.
- (d) Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
- (e) Any reference to time is a reference to time in South Australia.
- (f) In the event that something must be done under this Agreement on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.
- (g) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- (h) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.
- (i) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- (j) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.
- (k) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.
- (l) A reference to a Party also includes that Party's successors, assigns,

legal personal representatives and/or any person that is substituted by way of novation.

(m) Any reference to money or currency, unless otherwise specified, is a reference to Australian dollars.

(4) SERVICES

In consideration for the Client paying the Fees, and subject to the terms of this Agreement, the DJ will provide to the Client the following DJ services ("Services"):

DJ shall provide musical entertainment by means of a recorded music format. DJ shall provide a wireless microphone for use during speeches.

(5) TIMING OF SERVICES

The DJ will start providing the Services on [REDACTED].

(6) RIGHTS AND RESPONSIBILITIES OF DJ

(a) DJ hereby confirms that DJ knows and will comply with any and all relevant federal, state, and local laws concerning fair use, intellectual property, noise ordinances, and the provision of Services.

(b) DJ hereby asserts that DJ is familiar with both indoor and outdoor DJ set-up and sound mixing.

(c) DJ shall arrive at the venue at least sixty minutes before the beginning of the event which commences at [REDACTED] to set up and do a thorough sound check.

(d) DJ shall exercise discretion and accommodate Client and Client's guests' requests for particular songs whenever feasible. DJ shall not play music off Client's guests' mobile phones or other devices. DJ shall not download music on the Event Date.

(e) DJ will provide all equipment necessary to complete the Services as described in this Agreement.

(f) DJ reserves the right to control access to DJ's equipment and work area.

(g) DJ reserves the right to stop performing if the safety of the DJ, DJ's equipment, Client, or Clients' guests is at risk.

(7) RIGHTS AND RESPONSIBILITIES OF CLIENT

- (a) Client shall provide access to the venue for the DJ at least sixty minutes before the beginning of the event as well as sixty minutes after the end of the event.
- (b) Client shall provide music requests as far in advance as is possible before the Event Date.
- (c) Client shall provide a timeline for the Event Date, as well as updates to said timeline, prior to the Event Date.
- (d) Client shall provide safe and appropriate working conditions. This includes a minimum 2-metre by 2-metre flat area for the DJ booth, a minimum 1-metre by 1-metre space for setting up each speaker (usually two), a minimum of one standard 10-amp power point free of all other connected loads from a reliable power source within 20 metres of the DJ booth area.
- (e) For outdoor daytime performances, Client shall provide overhead shelter for the DJ setup area.

(8) LOCATION AND PERMITS

- (a) It is the Client's sole responsibility to select an appropriate location for the Services, and to ensure compliance with any and all relevant federal, state, and local permits, rules, and/or regulations.
- (b) DJ shall provide their services at the following location:

[REDACTED]

(9) PAYMENT

- (a) In consideration for the DJ providing the Services as outlined in this Agreement, the Client will pay the DJ according to the following payment structure:

Client to pay the DJ the Fees of [REDACTED] set out in the supplied invoice.

- (b) In addition to any other fees set out in this Agreement, Client will pay to DJ a non-refundable Deposit fee in the amount of [REDACTED] ("Deposit"). This amount will be deducted from the final balance owing on the supplied invoice.

- (c) Any Services requested that exceed the contracted time period and which are granted by the DJ will be charged at the rate of \$225.00 (two hundred and

twenty-five Australian dollars) per hour. It may not be possible to provide additional DJ time. Requests for extended DJ time will be accommodated only when feasible and at the discretion of the DJ.

(d) If the Client and DJ agree for the DJ to provide Master of Ceremonies (MC) duties for the event, this will incur a charge of \$100.00 (one hundred Australian dollars). The final Invoice will be adjusted to reflect this additional charge.

(10) INVOICING

(a) The DJ is entitled to invoice the Client prior to completion of the Services.

(b) Once the DJ provides a valid invoice in relation to the Fees, the Client must make payment before the Event Date.

(11) LATE PAYMENT OF INVOICE

(a) If any invoice is not paid when due, the Client will be charged a late fee of \$50.00 (fifty Australian dollars) per day, beginning with the day after the payment was due and ending when Client pays the total invoice amount.

(b) In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, DJ has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek any and all available legal remedies.

(12) FORM OF PAYMENT

(a) Any payments made to the DJ under this Agreement shall be paid in the following manner:

Electronic Funds Transfer

(b) Payment instructions are as follows:

(13) GOODS AND SERVICES TAX

(a) The Parties acknowledge that any Fees set out in this Agreement are inclusive of any Goods and Services Tax ("GST"), if applicable, and that the DJ will not be entitled to add GST to the Fees.

(b) Any terminology which is used in this Agreement in relation to GST and which has a particular meaning in the GST Law, will have a corresponding

meaning in this Agreement (unless the context requires otherwise).

(c) This clause will survive termination, expiration or completion of this Agreement.

(14) CANCELLATION POLICY

(a) Client may cancel this Agreement and receive a full refund of any Fees paid (minus the Deposit fee) by providing the following amount of notice prior to the Event Date ("Notice Period"):

(b) In the event that the Client cancels the Services outlined in this Agreement by providing less notice than the Notice Period, the Client shall remain fully liable for all Fees and costs as set out in this Agreement.

(c) Cancellation issued by DJ shall result in all monies paid to the DJ from the Client being fully refunded, including any Deposit fee paid.

(15) CONFIDENTIALITY

(a) DJ and any of DJ's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DJ, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. DJ and their employees, agents, and representatives will protect such information and treat it as strictly confidential.

(b) This clause will survive termination, expiration or completion of this Agreement.

(c) Upon termination, expiration or completion of this Agreement, DJ will return to Client all records, notes, documentation, equipment, and other items that were used, created, or controlled by Client during the term of this Agreement.

(16) INDEMNITY

(a) Except for any payment in settlement from any applicable insurance policy or policies, and to the extent permitted by law, each Party, (which for the purposes of this clause shall be referred to as the "Indemnifying Party" as the context requires) hereby respectively indemnifies, keeps indemnified, and holds harmless the other Party, as well as any of the other Party's employees, agents, officers, representatives, affiliates, and permitted successors and assigns, against any and all demands, claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal costs, and any other costs whatsoever which may arise out of any act or omission of the Indemnifying Party or any of the Indemnifying Party's employees, agents, officers,

representatives, affiliates, and permitted successors and assigns in connection with this Agreement.

(b) This clause will survive termination, expiration or completion of this Agreement.

(17) QUALITY OF SERVICES

DJ shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by similar DJs on similar projects/work.

(18) LIMITATION OF LIABILITY

(a) The Client may have certain rights under the Australian Consumer Law ("ACL"), or under other similar or related consumer protection laws.

(b) The ACL (or any other similar or related consumer protection laws) may give the Client certain rights, warranties, guarantees and remedies regarding the provision of services by the DJ, which cannot be excluded, modified or restricted by the DJ ("Statutory Rights").

(c) The DJ's liability to the Client is governed solely by the ACL (and any other similar or related consumer protection laws) and by this Agreement.

(d) To the maximum extent permitted by law, the DJ excludes all conditions and warranties implied by custom, law or statute, except for the Client's Statutory Rights, and the DJ expressly disclaims all warranties of any kind.

(e) The Client hereby agrees that the Client is solely responsible for determining whether the Services are fit for the Client's purpose.

(f) The Client hereby agrees that the DJ is not liable for any direct, indirect, consequential or incidental loss or damage which may result from the Services. For the sake of clarity, in no event will the DJ be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, or loss of data, even if the possibility of such loss was made known to the DJ.

(g) Notwithstanding any contrary provision of this Agreement or elsewhere, and to the maximum extent permitted by law, the cumulative liability of the DJ to the Client in connection with this Agreement, including any liability for negligence,

for breach of this Agreement or under any law or indemnity, will be limited to the amount paid by the Client under this Agreement.

(h) When the Client's Statutory Rights apply, to the maximum extent possible, the DJ's liability in respect of any claim is limited to, at the DJ's option:

(I) the supply of the Services again; or

(II) the payment of the cost of having the Services supplied again

(i) The DJ's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

(j) This clause will survive termination, expiration or completion of this Agreement.

(19) DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

(a) The failure to make a required payment when due.

(b) The insolvency or bankruptcy of either Party.

(c) The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

(d) The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

(20) REMEDIES

(a) In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

(b) This notice shall describe with sufficient detail the nature of the default.

(c) The Party receiving such notice shall have 7 days from the effective date of such notice to rectify the default(s). Unless waived by a Party providing notice, the failure to rectify the default(s) within such time period shall result in automatic termination of this Agreement.

(21) INSURANCE

(a) The DJ must obtain all relevant insurance policies ("the Insurance Policies"), including but not limited to:

(I) all those insurance policies required by law; and

(II) public liability insurance;

(b) Upon the request of the Client, the DJ must provide to the Client a copy of the Insurance Policies.

(22) NOTICES

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered by any number of counterparts, via email, in person or by certified mail, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

(23) RELATIONSHIP

(a) Nothing in this Agreement constitutes an employment relationship between the Client and the DJ or between the Client and the DJ's workers (such as the employees, agents or subcontractors of the DJ). No relationship of employer and employee is created by this Agreement.

(b) Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship or other relationship between the Principal and the Agent except for the contractual relationship which is provided in this Agreement.

(c) The Parties hereby acknowledge and confirm that it is the express intention of all Parties that the DJ is acting in relation to the Client as a contractor and not as an employee, partner, joint venture partner or otherwise.

(24) WARRANTIES REGARDING LEGAL ADVICE

(a) Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:

(I) That the Warranting Party fully understands the terms of this Agreement.

(II) That the Warranting Party has had the opportunity to obtain independent

legal advice in relation to the matters addressed by this Agreement and the Warranting Party has either:

(A) taken such independent legal advice; or

(B) elected not to take such independent legal advice.

(III) That the Warranting Party has not been induced to enter this Agreement by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in this Agreement.

(b) This clause will survive termination, expiration or completion of this Agreement.

(25) GENERAL PROVISIONS

(a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of South Australia and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within South Australia.

(b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

(c) AMENDMENTS: No amendment to or modification of this Agreement, and no additional obligation or obligations in relation to this Agreement or the subject matter of this Agreement, will bind any Party unless evidenced in writing and signed by both Parties.

(d) RIGHTS, REMEDIES AND POWERS: Unless expressly provided in this Agreement, any rights, remedies or powers which a Party acquires under this Agreement are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in this Agreement, nothing in this Agreement shall in any way reduce, extinguish, postpone, restrict or otherwise limit any right, remedy or power which that Party may have.

(e) SURVIVAL OF OBLIGATIONS: Notwithstanding any other provisions of this Agreement, at the termination, expiration or completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination, expiration or completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive termination, expiration or completion.

(f) NO WAIVER: None of the powers or rights created under the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. A power or right under the terms of this Agreement may only be

waived in writing, signed by the Party that is waiving the said power or right. No waiver of any power or right under a term of this Agreement shall constitute a waiver of any other power or right or of the same power or right on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

(g) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

(h) ENTIRE AGREEMENT: The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement. The Parties each respectively agree that in entering into this Agreement, they did not do so in reliance on any representations, warranties or other provisions except for those which are expressly provided in this Agreement.

(i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

(j) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

(k) FURTHER ACTS: Each Party must, and must ensure that its directors, employees, officers, agents, representatives and contractors do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to this Agreement and to the rights and obligations of the Parties created under this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed original, and facsimile copies, scanned copies and/or photocopies of signatures shall be deemed valid as originals. The Client signs below on behalf of their company / organization (where applicable).

EXECUTED AS AN AGREEMENT THIS

Executed by _____ :

Executed by _____ :

EXAMPLE