

# DJ SERVICES AGREEMENT

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This DJ Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DJ / COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE / sole proprietor] with its principal place of business at [DJ ADDRESS] (the "**DJ**"); and

[CLIENT LEGAL NAME] (or an individual residing at [CLIENT ADDRESS]) (the "**Client**").

DJ and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client is hosting an event and wishes to retain DJ to provide disc-jockey, music, and related entertainment services for that event, and DJ wishes to provide those services, on the terms below. In consideration of the mutual promises that follow, the Parties agree as follows.

## 1. The Event and Services

**1.1 Event details.** DJ will provide DJ and entertainment services (the "**Services**") for Client's event (the "**Event**") described as follows: date [EVENT DATE]; performance window [START TIME] to [END TIME]; venue [VENUE NAME AND ADDRESS]; type of event [e.g. wedding / corporate party].

**1.2 Services included.** The Services include continuous music during the performance window, master-of-ceremonies announcements as reasonably requested, and the equipment in Section 2. The Services do [INCLUDE / NOT INCLUDE] the following add-ons: [e.g. uplighting, photo booth, ceremony sound, dance-floor lighting].

**1.3 Music selection.** Client may submit a "must-play" and a "do-not-play" list no later than [NUMBER] days before the Event. DJ will use reasonable professional judgment to read the crowd and maintain the requested tone, honoring the lists where practical.

**1.4 Setup and breakdown.** DJ will arrive by [SETUP TIME] to set up and will break down promptly after the performance window. Setup and breakdown time is not counted against the performance window.

**1.5 Overtime.** If Client requests performance beyond the agreed window and DJ is able to continue, overtime is billed at [\$RATE per 30 minutes / per hour], payable [at the Event / within \_\_\_\_ days].

## 2. Equipment and Venue Requirements

**2.1 DJ equipment.** DJ will supply professional-grade sound equipment, a music library, and the controllers and cabling reasonably necessary to perform, all maintained in good working order.

**2.2 Backup.** DJ will bring reasonable backup equipment (such as a spare controller or laptop) to mitigate the risk of equipment failure during the Event.

**2.3 Venue requirements.** Client will ensure the venue provides: (a) a safe, weather-protected performance area of at least **[DIMENSIONS]**; (b) access to at least **[NUMBER]** standard grounded power outlets within reasonable distance; and (c) reasonable access for load-in and load-out. DJ is not responsible for performance problems caused by inadequate power or unsafe conditions.

**2.4 Meals and breaks.** For Events longer than **[NUMBER]** hours, Client will provide DJ a meal and reasonable short breaks; during breaks DJ will play pre-programmed music so the music continues.

### 3. Fees, Deposit, and Payment

**3.1 Total fee.** The total fee for the Services is **[\$TOTAL]**, exclusive of any add-ons separately priced in Section 1.2 and of taxes where applicable.

**3.2 Deposit.** To reserve the Event date, Client will pay a non-refundable deposit (or retainer) of **[\$AMOUNT or \_\_\_\_% of the total]** on signing (the "**Deposit**"). The Deposit is applied to the total fee. Because DJ reserves the date and declines other bookings, the Parties intend the Deposit to be earned on signing, subject to any limits under applicable law.

**3.3 Balance.** Client will pay the remaining balance no later than **[NUMBER, e.g. 7]** days before the Event (or as stated in Exhibit A). Overtime and add-ons requested at the Event are due **[at the Event / within \_\_\_\_ days]**.

**3.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

### 4. Cancellation and Rescheduling

**4.1 Cancellation by Client.** If Client cancels, the Deposit is non-refundable. If Client cancels within **[NUMBER]** days of the Event, Client will also pay **[\_\_\_\_% of the total / a flat \$AMOUNT]** to compensate DJ for the reserved date and lost opportunity.

**4.2 Rescheduling.** Client may request to reschedule, subject to DJ's availability. DJ will apply the Deposit to the new date where reasonably possible; a rescheduling fee of **[\$AMOUNT]** may apply if requested within **[NUMBER]** days of the Event.

**4.3 Cancellation by DJ.** If DJ cannot perform due to circumstances within DJ's control, DJ will refund all amounts paid and use reasonable efforts to arrange a qualified replacement DJ acceptable to Client. This is Client's exclusive remedy for such a cancellation.

### 5. DJ Conduct and Substitution

**5.1 Professional conduct.** DJ will arrive on time, dress appropriately for the Event, and conduct the Services in a professional manner consistent with Client's reasonable instructions on tone and content.

**5.2 Volume and content.** DJ will comply with the venue's reasonable rules on volume and noise curfews and with Client's reasonable requests regarding explicit content.

**5.3 Substitution.** In a documented emergency that prevents the named DJ from performing, DJ may provide a qualified substitute of comparable experience. DJ will notify Client as soon as reasonably possible.

### 6. Music Licensing and Recordings

**6.1 Public performance licenses.** Public-performance licensing for music played at the venue is generally the responsibility of the **[VENUE / CLIENT]**, as venues typically maintain blanket licenses. DJ is responsible only for lawfully obtaining the music in DJ's own library.

**6.2 Recordings.** If the Event is recorded or live-streamed, the Party arranging the recording is responsible for any additional rights or clearances required for that use.

**6.3 Promotional use.** DJ [MAY / MAY NOT] use non-identifying photos or short clips of DJ's performance at the Event for portfolio and marketing purposes, provided no guest is identifiable without consent.

## 7. Liability, Indemnity, and Insurance

**7.1 Limitation of liability.** Except for liability arising from gross negligence or willful misconduct, DJ's total liability arising out of or related to this Agreement will not exceed the total amount paid by Client under this Agreement. Neither Party is liable for indirect, incidental, special, or consequential damages.

**7.2 Equipment failure.** If DJ's equipment fails despite reasonable backup measures, DJ's liability is limited to a pro-rata refund for the affected portion of the performance window.

**7.3 Indemnity.** Each Party will indemnify the other against third-party claims to the extent caused by the indemnifying Party's negligence or breach of this Agreement.

**7.4 Insurance.** DJ [WILL / WILL NOT] maintain commercial general liability insurance with limits not less than [ \$AMOUNT ] and will provide a certificate of insurance on request, including a certificate naming the venue as additional insured where the venue requires it.

**7.5 Safety.** DJ may pause or stop the Services if conditions become unsafe for DJ, guests, or equipment, and will resume when conditions allow.

## 8. General Provisions

**8.1 Independent contractor.** DJ is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

**8.2 Force majeure.** Neither Party is liable for failure or delay caused by events beyond its reasonable control. If such an event prevents the Event, the Parties will attempt to reschedule, failing which DJ will refund amounts paid less documented non-refundable costs already incurred.

**8.3 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

**8.4 Notices.** Notices must be in writing, delivered to the addresses above (or as updated in writing), and are effective on receipt.

**8.5 Entire agreement; amendment.** This Agreement, together with any exhibit, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**8.6 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**8.7 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**DJ**

**CLIENT**

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

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

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

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