

TERMS

1. **All Deposits are Non-Refundable.** If the Event is cancelled, the deposit may be used towards the cost of a future party within one year.
2. Diamond Class Wedding & Events DJ's shall attempt to play Client and Client's guests' music requests but shall not be held responsible if certain unplanned selections are unavailable.
3. This agreement of the DJs to perform shall be excused by the detention of the DJs by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond the DJ's control. If such circumstances arise, all reasonable efforts will be made by Diamond Class Wedding & Events DJ's to find a replacement DJ at the agreed upon fees. Should Diamond Class Wedding & Events DJ's be unable to procure a replacement DJ, **Client shall receive a full refund.** Clients agrees that in all circumstances, Diamond Class Wedding & Events DJ's liability shall be exclusively limited to an amount equal to the performance fee and that Diamond Class Wedding & Events DJ's shall not be liable for indirect or consequential damages arising from any breach of contract.
4. This agreement guarantees that the DJs will be ready to perform at the starttime (Noted on Invoice) of the engagement. No guarantee is made as to the DJs time of arrival.
5. Client will take steps to protect Diamond Class Wedding & Events DJ's equipment, music and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on your part (except in the case of gross negligence on the part of the DJs) will be payable by Client to the extent of repair or replacement of damaged music and equipment, and all costs of medical treatment.
6. In the event of circumstances deemed by the DJs to present a threat or implied threat of injury or harm to the DJs or any equipment in the DJs' possession, the DJs reserve the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), DJ shall resume performance in accordance with the original terms of the agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or the DJs resume performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJs reserve the right to deny any guest access to sound system, music recordings, or equipment.
7. Client shall provide Diamond Class Wedding & Events DJ's with dry, safe and appropriate working conditions. This includes, but is not limited to, 120-volt outlet (3 prong grounded with at least 15 amps available) from a reliable power source within 25 feet of the set-up area; providing a facility that completely covers and protects Diamond Class Wedding & Events DJ's' equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds); providing crowd control if warranted; and furnishing **directions to place of engagement and free parking.** Client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.
8. Client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, fire marshal, time before and after the engagement utilized by Diamond Class Wedding & Events DJ's for setting up and taking down equipment.
9. The laws of the State of Massachusetts shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in Essex County.
10. Client agrees to defend, indemnify, assume liability for and hold Diamond Class Wedding & Events DJ's harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Diamond Class Wedding & Events DJ's performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.
11. Client may not transfer this contract to another party without the prior written consent of Diamond Class Wedding & Events DJ's.
12. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. Diamond Class Wedding & Events DJ's may elect not to exercise their rights as specified in this agreement. By doing so, Diamond Class Wedding & Events DJ's does not waive their right to exercise those options at a future date.

Signature: _____

Client Signature

_____ Date