

ABSOLUTE MUSIC CONTRACT

Client Name 1:

Client Name 2:

Phone 1:

Phone 2:

Email 1:

Email 2:

Services, Rates, and Additional Charges

Select your service(s):

| | |
|---|----|
| DJ with standard DJ lighting (unlimited hours until midnight) | \$ |
| Photo Booth (5 hours unless coupled with DJ Service | \$ |
| Ceremony Sound (with microphone and stand) | \$ |
| Uplighting | \$ |
| LED Marque L-O-V-E Letters | \$ |
| Yard Games | \$ |
| Karaoke | \$ |
| Projector and/or Screen | \$ |
| Cold Sparks | \$ |
| | \$ |

TOTAL AMOUNT DUE: \$

AGREEMENT made on (today's date), by and between hereinafter referred to as the Purchaser and ABSOLUTE MUSIC, hereinafter referred to as the Service Provider. WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. ENGAGEMENT AND SERVICES

The Purchaser hereby engages Service Provider to provide services indicated via checkbox(es) above. The services are to be performed at:

Event Venue Name & Address:

Event is: **Indoor** **Outdoors** **Both**

The Parties hereby agree that the service shall be provided on the following date and time of engagement:

Event Date: **Event Start Time:** **Event Stop Time:**

2. RETAINER AND PAYMENT: Purchaser agrees to pay Service Provider a non-refundable retainer equal to fifty percent (50%) of the total service fee (\$) to reserve the Event Date. This retainer is earned upon receipt as consideration for Service Provider reserving the date and turning away other work, and it will be applied to the total service fee. No date is reserved until this Agreement is signed by Purchaser and the retainer has been received and successfully processed by Service Provider.

The remaining balance is due and payable in full no later than upon Service Provider's arrival at the Event Venue on the Event Date, unless otherwise agreed in writing. Payment may be made by cash, cashier's check, or other methods approved by Service Provider in

Purchaser's Initials: _____ Page 1 of 7

advance. Any returned payment or chargeback shall constitute non-payment and will be treated as a cancellation by Purchaser.

Services requested that exceed the original contracted time frame will be billed at \$225 per hour, with partial hours billed in 30-minute increments, and are payable on the day of the event. It may not always be possible to provide additional performance time; when feasible, requests for additional performance time will be accommodated.

In the event Purchaser fails to remit payments as required under this section, Service Provider may immediately terminate this Agreement, retain all amounts paid, and shall have no further obligation to perform services or attend the event. Unless this Agreement is canceled in accordance with the Cancellation section below, the retainer shall be applied to the total service fee.

3. NON-SUFFICIENT FUNDS/RETURNED PAYMENTS: If any check, electronic check, ACH, or other payment made by Purchaser is dishonored or returned for any reason, Purchaser agrees to pay a returned payment fee of \$30.00 or the maximum amount permitted by Iowa law, whichever is less, for each such item, in addition to any bank charges incurred by Service Provider. The returned payment, associated fee, and any outstanding balance are due immediately upon notice. After any returned payment, all future payments must be made by cash, money order, or cashier's check, as approved by Service Provider in advance. Failure to timely replace a returned payment and pay the related fee shall constitute non-payment under this Agreement and may result in cancellation of services in accordance with the Payment and Cancellation provisions.

4. CANCELLATION BY PURCHASER: If Purchaser cancels this Agreement for any reason, Service Provider will retain the retainer as a non-refundable reservation fee in consideration of reserving the Event Date and turning away other bookings. Cancellation must be made in writing by Purchaser and delivered to Service Provider at the address listed in this Agreement or by email to info@absolutemusicdjs.com.

If written cancellation is received more than 180 days before the Event Date, Purchaser is only responsible for the retainer, and any additional amounts paid will be refunded.

If Purchaser fails to provide written cancellation as required, or cancels 180 days or fewer before the Event Date, Purchaser shall remain responsible for payment of the full contract balance as liquidated damages, representing a reasonable estimate of Service Provider's lost bookings and related costs, and not as a penalty.

5. RESCHEDULE BY PURCHASER: If Purchaser requests to reschedule the Event and Service Provider is available on the requested new date, the parties will sign a written Contract Addendum confirming the new Event Date, location, and any revised package details. All monies paid will be applied as a credit toward the rescheduled event, the retainer will remain non-refundable but will be transferred one time to the new date, and the total package price will be adjusted to Service Provider's current pricing in effect at the time of rescheduling. Service Provider may charge a reasonable rescheduling fee as stated in the Addendum.

If Purchaser requests to reschedule and Service Provider is not available on the requested new date, Purchaser will forfeit the retainer as a non-refundable reservation fee, but will receive a credit for all other monies paid, which may be applied to another event with Service Provider within one (1) year of the original Event Date, subject to availability. Any unused credit after that time will be forfeited and will not be refunded.

6. INDEMNIFICATION: Purchaser agrees to indemnify, defend, and hold harmless Service Provider, its owners, employees, agents, and subcontractors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) any breach of this Agreement by Purchaser; (b) any negligent or willful acts or omissions of Purchaser, Purchaser's guests, vendors, or other attendees at the event; (c) any injury to persons or damage to property occurring at the event venue, except to the extent directly caused by Service Provider's gross negligence or willful misconduct; or (d) any violation of applicable laws, regulations, or venue rules by Purchaser or event attendees.

Service Provider agrees to indemnify Purchaser from claims directly and solely caused by Service Provider's gross negligence or willful misconduct in performing services under this Agreement.

7. SEVERABILITY: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability and shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect.

8. WAIVER: No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party granting the waiver. The failure or delay of either party to enforce any provision or exercise any right under this Agreement shall not be construed as a waiver of that or any other provision or right, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise of that or any other right or remedy.

9. LIMITATION OF LIABILITY; NON PERFORMANCE: If Service Provider or its agents are unable to perform any or all of the services under this Agreement due to events beyond Service Provider's reasonable control, including but not limited to fire, transportation problems, acts of God, accident, illness, government orders or restrictions, or technical failures, and Service Provider is unable to provide a suitable replacement professional, then Service Provider's sole obligation shall be to refund to Purchaser all amounts paid, minus any non-refundable retainer and any reasonable, documented expenses already incurred, and Service Provider shall have no further liability under this Agreement.

The sole remedy for any claim arising out of or relating to this Agreement or the services provided (whether in contract, tort, or otherwise) shall be limited to a refund not to exceed the total amount of fees actually paid by Purchaser to Service Provider under this Agreement as of the date the claim arises. In no event shall Service Provider be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation lost profits or loss of opportunity, except to the extent such limitation is prohibited by applicable law.

10. WEATHER: It is understood that if this is a "rain or shine" event, Service Provider's compensation is in no way affected by inclement weather. For any outdoor performance, Purchaser shall provide a safe setup area, including adequate overhead shelter from rain and direct sun, a stable raised floor or platform off the ground, and properly grounded electrical power within a reasonable distance of the setup area.

Service Provider reserves the right, in good faith and in Service Provider's sole reasonable discretion, to stop, postpone, relocate, or cancel the performance if weather or environmental conditions (including rain, lightning, high winds, extreme temperatures, or unsafe ground or power conditions) pose or may pose a danger to Service Provider, Service Provider's equipment, or any person in attendance. If conditions permit, Purchaser shall provide an alternate safe, covered location so the performance may

continue. Every reasonable effort will be made to continue or resume services; however, safety is paramount in all decisions, and Service Provider's compensation and fees shall remain fully due and owing and shall not be reduced or refunded as a result of any interruption, relocation, or cancellation due to unsafe weather or site conditions.

11. HARASSMENT/SAFE WORKING ENVIRONMENT: Ensuring the appropriate behavior of all guests and other persons at the event is the responsibility of Purchaser. If Service Provider or its employee(s) experience any inappropriate, threatening, hostile, or offensive behavior from any guest (whether invited or not), vendor, or other person at the event—including but not limited to unwelcome sexual advances or verbal or physical conduct of a sexual, discriminatory, or abusive nature—or if any circumstances arise that present, or appear to present, a threat or implied threat of injury or harm to Service Provider staff or to any equipment in Service Provider's possession, Service Provider will promptly notify Purchaser.

If the behavior or situation is not resolved to Service Provider's reasonable satisfaction within a reasonable time (not to exceed ten (10) minutes) after Purchaser has been notified, Service Provider reserves the right to immediately cease performance and leave the event.

In all such cases, Purchaser shall remain responsible for payment in full, and Purchaser agrees that no refund, partial or otherwise, will be provided as a result of such early departure.

Service Provider reserves the right to refuse requests for music or content that is illegal, obscene, or violates copyright law, and to deny access to equipment or the DJ booth area to any person who is intoxicated, disruptive, or interfering with Service Provider's ability to perform services.

12. MODEL RELEASE: If Client's event includes a photo booth or other photography services provided by Service Provider, this contract serves as a model release giving Service Provider the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Service Provider may grant use of the images to third parties, and all compensation for such use and all rights to credit for the images remain the property of Absolute Music.

Client waives any right to inspect or approve the photograph(s) or the use to which they may be applied, including written copy that may be created and appear in connection therewith. If no photo booth or photography services are provided by Service Provider for the event, this Model Release provision is not applicable and shall be of no effect.

13. COLD SPARKS: If Client elects to add Cold Spark machines to the Event, Client acknowledges and agrees that it is Client's sole responsibility to confirm in advance with the Event venue (including, without limitation, the venue manager and/or fire/safety authority) that the use of Cold Spark machines is permitted under all venue rules, policies, and applicable laws. Client must obtain such approval prior to the Event date and provide any required documentation from the venue to Absolute Music upon request.

In the event the venue does not allow the use of Cold Spark machines for any reason, Absolute Music will not provide the Cold Spark effect at the Event, and Client will receive a refund of all fees specifically paid for the Cold Spark upgrade, as Client's sole and exclusive remedy for the unavailability of this effect.

14. INSURANCE: Service Provider maintains commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence, covering services provided under this Agreement. Service Provider will provide a certificate of insurance upon written request (at least 30 days prior to the Event Date).

Purchaser is responsible for ensuring that any venue requirements for insurance coverage, additional insured status, or damage waivers applicable to Purchaser or event attendees are satisfied. Service Provider is not responsible for obtaining additional insurance or meeting venue-imposed insurance requirements applicable to Purchaser or other vendors. Purchaser shall inquire with the Event Venue regarding any and all insurance requirements and shall notify Service Provider of such requirements at least fourteen (30) days prior to the Event Date.

15. ASSIGNMENT AND BINDING EFFECT: Purchaser may not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of Service Provider. Service Provider may assign this Agreement to a qualified substitute performer or service provider in the event of illness, emergency, or other circumstances beyond Service Provider's control, provided that any substitute is of comparable skill and experience to Service Provider.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

16. ADDITIONAL TERMS and CONDITIONS:

16.1 WORKING CONDITIONS AND SETUP REQUIREMENT: Purchaser shall provide Service Provider with safe, appropriate working conditions, including a minimum six (6) foot by ten (10) foot level, dry area for DJ equipment and a minimum six (6) foot by ten (10) foot area for the photo booth.

Purchaser shall provide at least one (1) dedicated 15-20 amp, properly grounded electrical circuit within fifty (50) feet of each setup area, free of all other electrical loads. Any delay in performance or damage to Service Provider's equipment resulting from inadequate, improper, or fluctuating electrical power shall be the responsibility of Purchaser and shall not reduce fees owed.

16.2 GUEST ACCESS AND CROWD CONTROL:

Service Provider may restrict or deny guest access to equipment, props, or the service area as needed to protect equipment and ensure a safe working environment. Purchaser shall provide reasonable crowd control if warranted and is responsible for the conduct of all guests and attendees.

16.3 VENUE INFORMATION: Purchaser shall provide accurate venue address, access instructions, parking directions, and any necessary contact information (including venue manager's phone number and after-hours emergency contact) at least fourteen (14) days prior to the Event Date.

Purchaser is responsible for all venue-imposed charges, including, without limitation, parking fees, Wi-Fi charges, and electrical or power fees. Service Provider shall not be charged for these items.

16.4 PHOTO BOOTH IMAGE SHARING: Unless Purchaser provides prior written notice to the contrary at least seven (7) days prior to the Event Date, Service Provider may make photo booth images from the event available for viewing and sharing via an online gallery or similar platform for at least thirty (30) days after the event.

Purchaser agrees that the photo booth is intended for family-friendly, novelty use and that images are not of portrait quality one would expect from a professional photography session. Service Provider reserves the right to remove or refuse to capture any content that is illegal, obscene, or otherwise inappropriate.

16.5 PHOTO BOOTH EQUIPMENT MALFUNCTION: In the event of photo booth equipment malfunction or technical failure beyond Service Provider's reasonable control, Service Provider will make commercially reasonable efforts to repair or replace the equipment. If the photo booth cannot be made operational, Purchaser's sole remedy shall be a pro-rated refund of fees specifically paid for photo booth services based on the amount of downtime, and Service Provider shall have no further liability.

16.6 SETUP AND TEARDOWN ACCESS: Service Provider will be ready to perform at the scheduled start time of the engagement, provided that Service Provider is granted access to the venue at least sixty (60) minutes prior to the start time for setup and at least thirty (30) minutes after the end time for teardown.

If access to the venue, load-in areas, power, or parking is delayed, refused, or restricted, any resulting delay in performance shall not reduce fees owed and may incur additional charges if extra time, labor, or equipment relocation is required. Service Provider may terminate services and leave the event if adequate access is not provided within a reasonable time after Service Provider's arrival.

16.7 EVENT PLANNING AND TIMELINE: Service Provider will make reasonable efforts to accommodate Purchaser's music preferences, timeline, and special requests. Purchaser agrees to provide Service Provider with a preliminary event timeline, special song requests, and "do not play" list at least fourteen (14) days prior to the Event Date.

Failure to provide this information in a timely manner may limit Service Provider's ability to accommodate last-minute requests and shall not constitute a breach of this Agreement or grounds for refund.

16.8 DAMAGE TO EQUIPMENT/PURCHASER LIABILITY: Purchaser shall be liable for, and agrees to indemnify and hold Service Provider harmless from, any loss, damage, theft, or destruction of Service Provider's equipment, props, or property occurring at the event venue to the extent caused by Purchaser, Purchaser's guests, vendors, employees, or any other person in attendance at the event.

Service Provider reserves the right to pursue recovery for the full replacement cost of any damaged or stolen equipment, plus reasonable attorneys' fees and costs.

16.9 PROMOTIONAL USE OF EVENT PHOTOS/SETUP: Unless Purchaser provides written notice to the contrary at least seven (7) days prior to the Event Date, Purchaser grants Service Provider permission to photograph the event setup, DJ booth, lighting, décor, and services provided (excluding identifiable images of guests' faces without separate consent) for use in Service Provider's marketing materials, website, social media, and portfolio.

Service Provider will not use Purchaser's name or event details without Purchaser's express written consent, except as needed for reference only ("Wedding at [Venue Name]" or similar neutral descriptions).

17. GOVERNING LAW; JURISDICTION AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Jackson County, Iowa, or the county where Service Provider's principal place of business is located. Each party irrevocably consents to the jurisdiction and venue of such courts and waives any objection to venue or claim of inconvenient forum.

In the event of any dispute or legal action, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and other costs of collection from the non-prevailing party.

18. LIMITATION ON CLAIMS / STATUTE OF LIMITATIONS: Any claim or cause of action arising out of or related to this Agreement or the services provided must be brought within one (1) year after the Event Date. Any claim brought after this one-year period shall be forever barred, except to the extent a shorter or longer period is required by applicable law.

19. ENTIRE AGREEMENT: This Agreement, including any attached addenda or exhibits, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and statements, whether written or oral, relating to the subject matter of this Agreement.

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

SIGNATORIES

This Agreement shall be signed on behalf of Absolute Music by Mike Hurley and/or Jered Noonan, Owners. By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Agreement, including all provisions herein.

This Agreement is effective as of the date last signed below.

Purchaser:

By: _____

Date: _____

Service Provider:

By: _____

Date: _____

Mike Hurley, Owner
Jered Noonan, Owner
Owners

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