

Sultan DJ

Contract for Service

Client's Name: _____

Client's Email: _____

Cell Phone: _____

Client's Email: _____

Cell Phone: _____

Client's Address: _____

Event Date: _____

Contracted Event Duration: Start Time _____ to End Time _____

Name of Venue: _____

Venue Address: _____

- 1. Agreement/Jurisdiction:** The person(s) whose signature(s) appear on this contract, known as "Client," agree that Vendor, known as "Sultan DJ," shall play recorded music requested by Client in accordance with Section 4 of this contract "Disc Jockey Service," for the event to the best of his abilities, in a workmanlike manner. Additionally, if purchased by the Client, Sultan DJ will provide the Additional Services as outlined in the Payment Schedule below. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by all parties, and physically attached to the original agreement. The laws of the State of Virginia shall govern this contract, and any resulting arbitration shall take place within Fairfax County, Virginia. The Client assumes responsibility for all collection costs and legal fees incurred by should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.
- 2. Retainer and Payment:** The Client shall reserve the time and date for Disc Jockey Service by signing and returning this contract along with a non-refundable, deposit of 50% of the total Disc Jockey Service charges (the "Deposit") to Sultan DJ. No date is reserved until the signed contract and the deposit are received. The remaining balance for the Disc Jockey Service must be paid one week prior to the Event. Please refer to the Payment Schedule on the signature page. In the event the Client requests extended Disc Jockey Service on the date of the Event, the Client must pay Sultan DJ

\$450.00 per additional hour prior to the End Time of the Contract Event Duration above. In the event the Client requests Additional Services as outlined in the Payment Schedule below on the date of the Event, for each Additional Service the Client must pay Sultan DJ \$100.00 per additional hour prior to the End Time agreed upon in the Payment Schedule below. Client is expected to reimburse Sultan DJ for parking and destination travel fees (if applicable). A meal is requested for the DJ and his assistant on the Event date.

In the event the Client fails to make payment as specified in this contract, Sultan DJ shall have the right to immediately terminate this Agreement with no further obligation, retain any fees already paid, and not attend the Event. Returned checks will be assessed a \$45 non-sufficient fund fee, and all future purchases/payments must be paid by Cashier's Check. Unless the contract is canceled, the deposit shall be applied to the fee total.

3. **Accessibility:** For Sultan DJ to be ready to performance at Contracted Event Start Time listed above, Sultan DJ must be permitted to begin set-up at least 90 minutes prior to the Contracted Event Start Time and be provided at least 60 minutes after the Contracted Event End Time to take down his equipment and leave the venue. Also, a ramp or elevator access between parking/service entrance and set-up area is requested.
4. **Artistic Right:** Sultan DJ retains the right of discretion in selecting the music played but will accommodate requests made by the Client. All attempts are made to play the "clean" versions of all songs, but in some instances "unclean" words may be mistakenly played.
5. **Cancellation:** If for any reason the Client cancels this contract before the Event date, Sultan DJ will keep the 50% deposit. In the case of event cancellation, the Client is responsible to abide by the cancellation policy of each contracted vendor. Cancellation must be made in writing, signed by the Client, and sent via Certified Mail by the United States Post Office. If the Client fails to supply written cancellation as specified above, or cancels within 30 days of the Event date, the Client shall be required to pay the full Disc Jockey Service balance due. If the Client properly notifies Sultan DJ and discontinues using the Disc Jockey Service because the Event is canceled, Sultan DJ will refund any Disc Jockey Service Charges minus the 50% Deposit to the Client. If the Event is not canceled, and the Client no longer requires Disc Jockey Service, Sultan DJ is not obligated to issue any refund to the Client.
6. **Reschedule:** In the event that the Client decides to reschedule the Event within 90 days of the original Event date _____, and Sultan DJ is available on the re-scheduled date, no refund will be issued, and the fees paid to Sultan DJ will be saved and used as credit toward the future rescheduled event. A new contract will be required to rebook the new date. The new package price will reflect pricing in effect when the date change occurs. In the event that the Client reschedules the Event and Sultan DJ is not available on the re-scheduled date, Sultan DJ will refund any Disc Jockey Service Charges minus the 50% Deposit to the Client.
7. **Emergency/Event postponement:** If the Event is postponed due to death of Client or an immediate family member of the Client, no refund will be issued, and the fees paid to Sultan DJ will be saved and used as credit toward the future event if the re-scheduled date is within 90 days of the original Event date _____ and Sultan DJ is available on the re-scheduled date. If no event is re-scheduled within the 90 days of the original Event date, Sultan DJ is not obligated to issue any refunds to the Client. Verification and a copy of death Certificate must be supplied by the Client's family to Sultan DJ as proof.

8. **Indemnification:** Client will indemnify Sultan DJ and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any claim against Sultan DJ or obligation imposed by law on Sultan DJ, as a result of any actions or omissions of Client, its employees, guests, invitees, venue, and vendors.
9. **Limitation of Liability:** If Sultan DJ or his assistant is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, accident, illness, or technical problems, and if he cannot provide another competent professional for the event, all money received by Sultan DJ, will be refunded to the Client, and Sultan DJ shall have no further liability with respect to this agreement.

Sultan DJ shall not be responsible for the conduct of event employees, guests, invitees, vendors, venue or other conditions beyond the control of Sultan DJ. Accordingly, Sultan DJ is not responsible for any personal injury or property damage caused to guests, invitees, vendors, or the venue during performance of this contract. Client hereby assumes and shall bear the entire risk of loss and damage to the DJ equipment arising from negligence or willful misconduct of Client or its employees, guests, invitees, venue, and vendors. Sultan DJ's entire liability to Client for any breach of this Agreement, claim, loss, or injury arising from Sultan DJ's performance is limited to a refund to Client of the Total Disc Jockey Service Charges.

10. **Harassment:** Ensuring the appropriate behavior of all guests and other persons at the Event covered by Sultan DJ shall be the responsibility of the Client. Additionally, Client must ensure that employees, guests, invitees, venue, and vendors are prohibited from using Sultan DJ's equipment for any purpose including but not limited to charging equipment, recording music, connecting Bluetooth devices, etc. In the event, Sultan DJ or his assistant(s) experiences any inappropriate, threatening, hostile or offensive behavior from any guest(s) or other person(s) at the Event (including, but not limited to, unwelcome sexual advances and verbal/physical conduct of a sexual nature) then the following process shall be followed: Sultan DJ will issue a verbal warning to the Client, if the situation is not corrected Sultan DJ will end Disc Jockey Service immediately, and leave the event. Sultan DJ shall be entitled to retain all monies paid hereunder and the Client agrees to relieve and hold Sultan DJ harmless as a result of incomplete Disc Jockey Service.
11. **Partial performance:** In case Sultan DJ is contracted to perform the service at the time and place specified, and the Client declines or permits only partial performance, Sultan DJ shall receive full compensation as provided in this contract.
12. **Attorney Fees:** If legal proceedings are required to enforce the terms of this contract and the Client is found to be in violation thereof, the Client shall pay all Sultan DJ attorney's fees, expenses incurred in such proceedings, and all damages which result from the Client's breach of this agreement.
13. **Force Majeure:** No damages shall be due for a failure of performance occurring due to a "Force Majeure" incident including Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, inclement weather (tornado, ice, hurricane, etc.), pandemic (as declared by CDC) or any other act of nature which would make performance impossible. Under such an event, Sultan DJ will not be held responsible for the party's cancellation nor for the refunding of any payments. Sultan DJ will also not be held responsible for reimbursement of payments from other event services that the Client has hired.

14. Rights to Display & Reproduce: Sultan DJ reserves the right to reproduce, publish or exhibit photographs or video of the Event Day as samples of the work of Sultan DJ to be shown to prospective clients and/or for instructional or institutional purposes. The Client agrees that in signing this contract to act as the agent for all members of the party and guests and grants Sultan DJ all rights for display, exhibition, promotion and advertising use of all Products produced under this contract.

By affixing our signatures below, we all agree that this letter accurately reflects the terms of our agreement. No other documents or oral agreements exist to change any terms contained in this letter.

Thank you for offering Sultan DJ the opportunity to provide Disc Jockey Service for your Event.

Payment Schedule:

Additional Services

- **Large Crossbar Lights** \$ _____ **Start Time** _____ **to End Time** _____
- **Small Crossbar Lights** \$ _____ **Start Time** _____ **to End Time** _____
- **Uplighting** \$ _____ **Start Time** _____ **to End Time** _____
- **Gobo** \$ _____ **Start Time** _____ **to End Time** _____
- **Photo Booth** \$ _____ **Start Time** _____ **to End Time** _____

Disc Jockey Service charge: \$ _____

Total Disc Jockey Service charges: \$ _____

50% Non-refundable Deposit: \$ _____ **due upon signing of this contract**

Final payment of \$ _____ will be due on _____

Sincerely,

Alex Seraj Sultan DJ	Owner Signature	Date
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Client Name	Client Signature	Date
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Please make the check payable to **Sultan DJ** and request mailing address at our email below.

**** Music for all occasions available upon request ****

For more information please call Alex at (703) 930-3365

We would love to hear from you, please email us at sultandjservice@gmail.com