

Socko DJ's



A spectacular sound & light experience!

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This agreement is for the services of ___ entertainer(s) (as described below in "Packages/Special Provisions") for the engagement described below made on _____, between the undersigned Purchaser of entertainment and Socko DJ's.

- Place of engagement (venue) _____
- Address of engagement _____
- City of engagement _____ State _____ Zip Code _____
- Type of engagement _____
- Date of engagement _____ Start Time _____ Finish Time _____
- Total performance fee agreed upon is \$ _____. A non-refundable 25% reservation fee of \$ _____ is required to secure Socko DJ's for the engagement. This amount shall be subtracted from the performance fee. The remaining balance of the performance fee must be paid in full by the end of the engagement. Any payments received less than 2 weeks before the engagement must be by cash, credit card, money order, certified check, or corporate check. Personal checks are accepted up to 1 week before the engagement. All checks shall be made payable to Bryan Sokoloskie.
- The Purchaser shall at all times have complete control, direction and supervision of the performance of services by Socko DJ's at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services. Socko DJ's must receive a written event planner or music request list prior to the engagement for it to be included in Socko DJ's programming guidelines. With or without a planner or request list, Socko DJ's shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Socko DJ's will make an extra effort to have music requests available if they are received by Socko DJ's in writing at least two weeks prior to the engagement.
- This agreement of Socko DJ's to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond Socko DJ's control. If such circumstances arise, all reasonable efforts will be made by Socko DJ's to find a replacement entertainment at the agreed upon fees. Should Socko DJ's be unable to procure a replacement, Purchaser shall receive a full refund of all fees paid to Socko DJ's. Purchaser agrees that in all circumstances, Socko DJ's liability shall be exclusively limited to refunding the fees paid and that Socko DJ's shall not be liable for indirect or consequential damages arising from any breach of contract.
- In the event of non-payment, Socko DJ's retains the right to attempt collection through the Northumberland County courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by Socko DJ's. Purchaser shall be charged \$30 for each bounced check plus a \$7.50 service charge for each collection notice.
- The amount agreed upon and shown in line 6 above applies to the performance times set forth in line 5 of this agreement. Performance time added after the start of the engagement will be provided at the rate of \$ _____ per hour. Overtime is billed in half-hour increments. There is a 10-minute grace period before overtime is incurred for any half-hour period. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. This agreement guarantees that Socko DJ's will be ready to perform at the start time of the engagement. No guarantee is made as to Socko DJ's time of arrival; however, Socko DJ's requests that they be permitted _____ hour(s) before and _____ hour(s) after the engagement for setup and takedown. If Purchaser or venue requires Socko DJ's to complete setup more than 1/2 hour before the start time indicated in line 5 of this agreement, or to postpone takedown more than 1/2 hour after the end time indicated in line 5 of this agreement, the additional time will be charged at the rate of \$10 per hour. Socko DJ's also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage or carried across a lawn or moved over 200 feet to reach the setup area, additional labor will be charged at the rate of \$10 per hour.
- The Purchaser will make available the breaker panel of the venue for power distribution for DJ equipment.
- The Purchaser will take reasonable steps to protect Socko 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 Socko DJ's) will be payable by Purchaser to the extent of repair or replacement of damaged music and equipment, and all costs of medical treatment.
- In the event of circumstances deemed by Socko DJ's to present a threat or implied threat of injury or harm to Socko DJ's staff or any equipment in Socko DJ's possession, Socko DJ's reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Socko DJ's shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Socko DJ's resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Socko DJ's reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
- This agreement cannot be canceled except by mutual written consent of both the Purchaser and Socko DJ's. If cancellation is initiated by the Purchaser in writing and agreed to by Socko DJ's in writing, Purchaser will be required to pay (in addition to the reservation fee) any unrecoverable costs already incurred by Socko DJ's (but not more than the total fee agreed upon). Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.
- Purchaser shall provide Socko DJ's with safe and appropriate working conditions. This includes, but is not limited to, providing a 10 foot by 10 foot area for each of Socko DJ's main setups, space for setting up speakers and lighting stands, 2 120-volt outlet (3-prong grounded with at least 40 amps available) from a reliable power source within 50 feet (along the wall) of the set-up area, additional outlets on SEPARATE circuits for lighting (if contracted for); providing facilities that completely cover and protect Socko DJ's equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds); providing crowd control if warranted; furnishing directions to place of engagement; and free parking. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.
- Purchaser 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 (for use of haze), overtime before or after the engagement utilized by Socko DJ's for setting up and taking down equipment.
- Packages/Special provisions _____
- The laws of Pennsylvania shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be Northumberland County, PA.
- Purchaser agrees to defend, indemnify, assume liability for and hold Socko DJ's harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis (except in the case of gross negligence on the part of Socko DJ's), which pertains directly or indirectly to Socko 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 attorneys' fees and court costs of the prevailing party.
- Purchaser may not transfer this contract to another party without the prior written consent of Socko DJ's.
- This agreement is not binding until received and signed by Socko DJ's. Any changes must be written and signed by both the Purchaser and Socko DJ's. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Purchaser and Socko DJ's for the engagement listed above. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
- Socko DJ's may elect not to exercise their rights as specified in this agreement. By doing so, Socko DJ's does not waive their right to exercise those rights at a future date.

Signature of Purchaser—I have read and agree to all terms as written in this contract.

Socko DJ's Signature:

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Email Address _____