



Velocity Sound, LLC
333 Limestone Lane
Lafayette, IN 47909
(765) 448-1965
bob.velocitysound@gmail.com
www.velocitydj.com

This contract does hereby state the terms set by Velocity Sound, LLC for services rendered. By signing this contract _____ is agreeing to these terms as they are stated below.

TERMS:

- 1) Show Date: _____ from
- 2) Place of engagement _____
- 3) Address:
City: Lafayette State IN
- 4) Package ___ with lighting
Base Price agreed upon is
Deposit \$____

Packages based on__ - hour time frame of music. Setup and tear down included.
Additional time is set at a rate of \$200 each additional hour.

- 5) Type of engagement _____
- 6) A non-refundable reservation fee of **\$200**, payable to Velocity Sound, LLC is required to secure the engagement. The **remaining balance** must be paid in full before the beginning of the event in one of two ways. If paid by check must be paid in full 10-business days prior the engagement. If payment is to be made on the **day of the event, it must be in cash**. This also pertains to over time.
- 7) The Purchaser shall at all times have reasonable direction and supervision of the performance of services by the DJs at this engagement and Purchaser expressly reserves the right to reasonably direct the manner, means and details of the performance of the services by the DJs. The DJs shall attempt to play Purchaser's music requests but shall not be held responsible if certain selections are unavailable. Velocity Sound encourages the advance submission of music requests, and will make an extra effort to have them available if they are received IN WRITING at least two weeks prior to the engagement.
- 8) This agreement of the DJs to perform shall be invalidated by reason of sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond the DJs' control. If such circumstances arise, all reasonable efforts will be made by Velocity Sound, LLC to find a replacement DJ at the agreed upon fees. Should Velocity Sound, LLC be unable to procure a replacement DJ, Purchaser shall receive a full refund. In all circumstances, Velocity Sound's liability shall be exclusively limited to the cost of the services it has agreed to provide.
- 9) In the event of non-payment, Velocity Sound, LLC retains the right to attempt collection through the Tippecanoe County courts. The Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Velocity Sound. Purchaser shall be charged \$25 for each returned check in addition to a \$7.50 service charge for each collection notice.
- 10) The amount agreed upon and shown in line 4 above applies to the performance times set forth in line 1 of this agreement. Performance time added after this agreement has been signed will be provided at the rate determined in line 4. Overtime is billed in hour increments. There is a 5-minute grace period before overtime is incurred for any hour period. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. No guarantee is made as to the DJs' time of

arrival; however, Velocity Sound, LLC requests that the DJs be permitted 65 minutes before the engagement for setup and 60 minutes after the engagement for takedown.

- 11) Purchaser will take steps to protect Velocity Sound, LLC equipment, music and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on the Purchasers part will be payable by the Purchaser to the extent of repair or replacement of damaged equipment, cost of rental equipment until damaged equipment is repaired or replaced, and all costs of medical treatment. Velocity Sound, LLC shall not be held liable for any injuries or damages incurred by any guests or other persons resulting from their attendance at or participation in said function.
- 12) This agreement cannot be canceled except by mutual written consent of both the Purchaser and Velocity Sound, LLC.
- 13) 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 Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), DJs 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 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.
- 14) Purchaser shall provide Velocity Sound, LLC with safe and appropriate working conditions. This includes, but is not limited to, providing **1 sturdy skirted 6-foot set-up tables** and **two 120-volt outlets on separate breakers** (3-prong grounded with at least 15 amps available) from a reliable power source within 50 feet of the set-up area. Providing a facility that completely covers and protects Velocity Sound, LLC equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds). Also providing crowd control if warranted; and furnishing directions to place of engagement. 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.
- 15) *Special Provisions:* Please note that we do charge a hazard fee of \$45 dollars for every flight of stairs that we must carry equipment up or down this will be added to the total, and is non negotiable. Even if help is offered we cannot accept it because of liability, and will make no difference in price.
- 16) This agreement shall be governed by the laws of the State of Indiana.
- 17) Purchaser may not transfer this contract to another party without the prior written consent of Velocity Sound, LLC.
- 18) This agreement is not binding until received and agreed upon by Velocity Sound, LLC. Any changes must be written and signed by both the Purchaser and Velocity Sound. Oral agreements are non-binding. If any portion of this agreement is made to be null and void, the remainder of the agreement shall remain in force.
- 19) Velocity Sound, LLC may elect not to exercise their rights as specified in this agreement. By doing so, Velocity Sound, LLC does not waive their right to exercise those options at a future date.
- 20) All pictures and video of events may be used by Velocity Sound, LLC for promotional purposes.
- 21) **Please note this contract, pricing, and terms expire after 15 business days.**

Please contact us if you have any questions or comments

Bob Foresman business (765) 448-1965

Cellular (765) 586-4299

Both parties have read and agreed upon all terms of this document.

Purchasers Signature _____ Address _____
Home Phone # (_____) _____ Business (_____) _____