

Mixolydian Music DJ Service Entertainment Contract

AGREEMENT entered into this _____ day of _____ 20_____, by and between:

_____, hereinafter referred to as "The Customer",

And Mixolydian Music, represented by Michael Alun Smuts and hereinafter referred to as "Mixolydian"

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties agree as follows:

1. The Customer hereby engages Mixolydian to provide a DJ Service. The service is to be performed at the following event and venue:

(Type of Event): _____

(Venue Name): _____

(Venue Address): _____

(Venue Contact Details): _____

2. Mixolydian hereby agrees to provide a DJ Service for The Customer at the above-mentioned location.
3. The DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format, and/or the provision of sound reinforcement equipment and related services.
4. Mixolydian hereby agrees to render their professional services and must at all times have complete control of their program, staff and equipment.
5. The Parties hereby agree that the Mixolydian DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____

Start Time(s): _____

Finish Time(s): _____

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____

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6. In consideration for the DJ Service to be rendered by Mixolydian, The Customer hereby agrees to pay Mixolydian the following amounts:

6.1 A DJ Service Fee of R: _____

Amount in words: (_____)

6.2 A Travel Charge of R _____

Amount in words: (_____)

This is based on an agreed distance of _____ kilometers [return trip(s)] between Mixolydian's place of business and the venue in Clause 1. The rate per kilometer will be according to Mixolydian's official price list.

6.3 An Accommodation Charge of R _____

Amount in words: (_____)

This is based on accommodation for _____ night(s) away for _____ staff member(s) as per Clause 7.10.2

6.4 A Sundry Charge of R _____

Amount in words: (_____)

This is in respect of the following additional services:

6.4.1 _____

6.4.2 _____

6.4.3 _____

6.4.4 _____

6.5 A Deposit of R _____

Amount in words: (_____)

This deposit is required to secure the services of Mixolydian for the engagement and shall be due and payable on acceptance of an official quotation from Mixolydian, or upon signature of this agreement, whichever comes first.

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____

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- 6.6 The full DJ Service Fee in Clause 6.1, plus any travel charge in Clause 6.2 plus any accommodation charge in Clause 6.3, plus any sundry charge in Clause 6.4, less any deposit already paid in terms of Clause 6.5 shall become due and payable in full 14 days prior to the date of the event.
- 6.7 Services requested that exceed the time frame agreed to in Clause 5, will be charged for in accordance with Mixolydian's official price list, and/or by mutual agreement between The Customer and Mixolydian on the day of the event, and must be settled in full within 72 hours of the date of the event.
- 6.8 It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.
- 6.9 All deposits are non refundable if cancelled within 30 days of the date of the event unless Mixolydian cancels the engagement.
- 6.10 The Customer and Mixolydian agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing.
- 6.10.1 In the event that The Customer breaches the contract, he or she shall pay Mixolydian a cancellation fee equal to 50% of the full DJ Service Fee in Clause 6.1 as liquidated damages. Any deposits already paid in terms of clause 6.5 shall be deductible from this cancellation fee.
- 6.10.2 In the event that Mixolydian breaches the contract, they shall:
- 6.10.2.1 Pay The Customer a full refund of all payments made by The Customer to Mixolydian in respect of this agreement.
- 6.10.2.2 Pay to The Customer a cancellation DJ Service Fee equal to 50% of the full DJ Service Fee in Clause 6.1 as liquidated damages.
- 6.10.2.3 The Customer agrees that in these circumstances, Mixolydian shall not be held liable for indirect or consequential damages arising from any breach of contract.
- 6.10.3 Mixolydian shall not be held liable for non performance due to accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Mixolydian to find replacement entertainment at the agreed upon DJ Service Fees. Should Mixolydian be unable to procure a replacement DJ Service, then The Customer shall

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____

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receive a full refund of all payments made by The Customer to Mixolydian in respect of this agreement. The Customer agrees that in these circumstances, Mixolydian's liability shall be exclusively limited to this refund and that Mixolydian shall not be held liable for indirect or consequential damages arising from any breach of contract.

6.10.4 In the event of non-payment by The Customer, Mixolydian retains the right to attempt collection through the courts. The Customer will be held responsible for all court DJ Service Fees, legal DJ Service Fees, and collection costs incurred by Mixolydian.

7 Additional terms and conditions:

- 7.1 No performance by Mixolydian on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Mixolydian relating to and permitting such recording, reproduction, or transmission. Pictures and video recordings of Mixolydian's performance at the event are permitted for the private use of the contracting party only.
- 7.2 It is hereby further agreed that The Customer shall be held liable for any injury or damages to Mixolydian's staff, or to the property of Mixolydian, while on the premises of the said engagement, if damage is caused by The Customer or any guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.
- 7.3 It is understood that if this is a "Rain or Shine" outdoor event, Mixolydian's compensation will in no way be affected by inclement weather. For outdoor performances, The Customer shall provide overhead shelter for the DJ Service setup area. Mixolydian reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to their staff, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Mixolydian's compensation will not be affected by such cancellation.
- 7.4 The Customer shall provide crowd control if warranted, at his or her own cost.
- 7.5 In the event of circumstances deemed to present a threat or implied threat of injury or harm to Mixolydian's staff or any equipment in their possession, Mixolydian reserves the right to cease performance. If The Customer is able to resolve the threatening situation within a reasonable amount of time (maximum of 15 minutes), Mixolydian shall resume performance in accordance with the original terms of this agreement. The Customer shall be responsible for payment in full, regardless of whether the situation is resolved or whether Mixolydian resumes performance. In order to prevent equipment damage or liability arising from

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____

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accidental injury to any individual attending this performance, Mixolydian reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

- 7.6 The Customer shall provide Mixolydian with safe and appropriate working conditions. This includes at least a 2 meter by 2 meter area for setup and performance, plus sufficient space for setting up speakers and lighting stands. Mixolydian requires a minimum of 3 (three) 15-20-amp 220 volt electrical circuit outlets from a reliable power source within 15 meters (along the wall) of the set-up area. These circuits must be independent of each other and be free of all other connected loads. Any delay in the performance or damage to Mixolydian's equipment due to improper or inadequate electrical power supply is the responsibility of The Customer. 4 (four) independent electrical circuit outlets are preferred, where possible.
- 7.7 The Customer shall be responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and any safety regulations if necessary.
- 7.8 The Customer shall at all times have complete control, direction and supervision of the performance of Mixolydian at this engagement and expressly reserves the right to control the manner, means and details of the performance of the services of Mixolydian. A written event/music planner or music request list must be prepared by The Customer and forwarded to Mixolydian at least two weeks prior to the date of the engagement for it to be included in Mixolydian's programming guidelines. With or without the aid of an event/music planner or music request list, Mixolydian shall attempt to play The Customer's own and The Customer's guests' music requests but shall not be held responsible if certain selections are unavailable. Mixolydian will make an extra effort to have all music requests available if they are received in writing at least two weeks prior to the engagement.
- 7.9 This agreement guarantees that Mixolydian will be ready to perform at the start time of the engagement. No guarantee is made as to Mixolydian's time of arrival; however, Mixolydian requests that they be permitted at least 3 (three) hours before the engagement and 1 (one) hour after the engagement for setup and takedown. Mixolydian also requests ramp or elevator access between the parking/service entrance and the setup area. If The Customer or venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labour will be charged for by Mixolydian at 30% of the "Once-Off Set Up Charge" which is reflected in Mixolydian's official price list.

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Initials (Witness): _____

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7.10 Engagements outside Gauteng Province may require that food and accommodation arrangements need to be made for an overnight stay in a local hotel/motel or equivalent for Mixolydian’s staff.

7.10.1 If such accommodation is provided by The Customer, then no additional charge will apply over and above the full DJ Service Fee stipulated in Clause 6.1.

7.10.2 If such accommodation must be arranged for and provided at Mixolydian’s cost, then an additional travel charge per person per night will apply. The rate per person per night will be according to Mixolydian’s official price list, and/or by mutual agreement between The Customer and Mixolydian.

7.10.3 Any charge applicable in terms Clause 7.10.2 will be reflected in Clause 6.3

8 Special provisions & Additional Services Requested:

It is expressly agreed that the following special provisions and addition services form part of this contract and are included in the consideration to be paid to Mixolydian in terms of Clause 6.

8.1 _____

8.2 _____

8.3 _____

8.4 _____

8.5 _____

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

This contract will supersede any other contract for the same purpose. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the Republic of South Africa shall govern this agreement.

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____

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The Customer agrees to defend, indemnify, assume liability for and hold Mixolydian harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Mixolydian'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 DJ Service Fee and court costs of the prevailing party.

The Customer may not transfer this contract to another party without the prior written consent of Mixolydian. This agreement is not binding until signed by both The Customer and Mixolydian and until Mixolydian has received it. Any changes must be written and signed by both The Customer and Mixolydian. Oral agreements are non-binding.

If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties.

Mixolydian may elect not to exercise their rights as specified in this agreement. By doing so, Mixolydian does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Thus done and signed by THE CUSTOMER at _____

On this _____ Day of _____ 201_____

Full Names: _____

ID Number or Company Registration Number: _____

Full Signature: _____

Street Address 'domicilium citandi et executandi': _____

Phone Number: _____

E-Mail Address: _____

As Witness: _____

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____

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Thus done and signed by MIXOLYDIAN MUSIC at _____

On this _____ Day of _____ 201_____

Full Names: MICHAEL ALUN SMUTS

ID Number or Company Registration Number: 5705045176087

Full Signature: _____

Street Address 'domicilium citandi et executandi': 5 JUWEEL STREET, JUKSKEI PARK, 2188

Phone Number: 083 200 4666

E-Mail Address: mike@mixolydian.co.za

As Witness: _____

End/...

Initials (The Customer): _____

Initials (Mixolydian): _____

Initials (Witness): _____

Initials (Witness): _____