

STYLE MATTERS DJs, INC. – AGREEMENT

Please fill out the red sections below and send the agreement, along with your 25% deposit (personal check made out to Style Matters DJs, Inc.) to:

Style Matters DJs, Inc. Attn: Spencer Lokken
2023 N. California, #A2, Chicago, Illinois, 60647

AGREEMENT, made this _____ day of _____, 2009, by and between Style Matters DJs, Inc. and

_____, hereinafter referred to as the Purchaser, and Style Matters hereinafter referred to as the DJ. 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. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

Location: _____

Address: _____

Phone: _____ Venue Contact Name: _____

2. Style Matters hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. Style Matters hereby agrees to render their professional services and is at all times to have complete control of their program.
5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date: _____ Start Time(s): _____ AM/PM // Finish Time(s): _____ AM/PM

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

A deposit of 25% of the total performance fee is required to secure the services of Style Matters for the event.

This amount of \$ _____ shall be applied toward the total performance fee of \$ _____ for the time frame outlined above, and is refundable up until sixty (60) days prior to the event. The remaining balance of the total performance fee is due no later than the date of the event.

****Purchaser Initials: _____ // Style Matters Initials: _____****

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by 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 by Style Matters to find replacement entertainment at the agreed upon fees. Should Style Matters be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Style Matters liability shall be exclusively limited to an amount equal to the performance fee and that Style Matters shall not be liable for indirect or consequential damages arising from any breach of contract.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guests, members of their organization or engagement invitees.

It is understood that if this is a "Rain or Shine" event, Style Matters' compensation is in no way affected by inclement weather. **For outdoor performances, Purchaser shall provide overhead shelter for setup area.** The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Style Matters staff or any equipment in Style Matters' possession, Style Matters 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), Style Matters 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 Style Matters resumes performance.

Purchaser shall provide Style Matters with safe and appropriate working conditions. This includes one 6' table (minimum) for setup, and adequate space for speakers and sound equipment. Style Matters also requires two linens that match the linens used at guests' tables, as well as a minimum of one 15-20 amp circuit outlet from a reliable power source within 25 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the Purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to use of electric power, and fire marshal if necessary.

The Purchaser shall at all times have complete control, direction and supervision of the performance of Style Matters at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Style Matters. **A written event/music planner or music request list must be received from the Purchaser and forwarded to Style Matters at least ten days prior to the date of the engagement for it to be included in Style Matters programming guidelines.** With or without the aid of an event/music planner or music request list, Style Matters shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Style Matters will make an extra effort to have music requests available if they are received IN WRITING at least ten days prior to the engagement.

In the event of non-payment, Style Matters retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Style Matters. Purchaser shall be charged \$50 for each bounced check plus a \$10 service charge for each collection notice.

This agreement guarantees that Style Matters will be ready to perform at the start time of the engagement. No guarantee is made as to Style Matters' time of arrival; however, Style Matters requests that they be permitted two hours before the engagement and one hour after the engagement for setup and takedown. Style Matters also requests ramp or elevator access between the service entrance to the setup area, if possible. Purchaser is not responsible for set up and/or set-up time, this is included in the performance fee.

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 is eighteen (18) years of age, and further, if executing said contract as agent or representative, 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.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. 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 State of Illinois shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Cook County. Purchaser agrees to defend, indemnify, assume liability for and hold Style Matters harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Style Matters 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 fee and court costs of the prevailing party. Purchaser may not transfer this contract to another party without the prior written consent of Style Matters. This agreement is not binding until signed by both Purchaser and a Style Matters owner, Spencer Lokken. Any changes must be written and signed by both the Purchaser and Spencer Lokken. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Style Matters may elect not to exercise their rights as specified in this agreement. By doing so, Style Matters 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.

Purchaser Signature(s): _____ Date: _____ 25% Deposit: _____

Printed Name(s): _____ Remaining Balance: _____

Street Address: _____ City _____ St _____ Zip _____

Cell Phone(s): _____ Email(s): _____

Is String Theory (ive chamber ensemble) performing: YES (Circle one: ceremony, cocktail, both) // NO

MP3 Recording (\$200) Of The Event: YES // NO DJ Performing: _____

Style Matters Signature: _____ Date: _____