

This is to confirm that

Client: _____

Whose mailing address is:

City/town: _____ State: _____ Zip Code: _____

And whose telephone number is : _____

has contracted Todd Lovins of ***A Magical Disc Jockey*** to provide the disc jockey musical entertainment for the function of: _____

to be held on the date of: _____

Beginning at _____

at the facility of: _____

located at the address of: _____

At the agreed upon rate of \$150.00 for the first hour and 100.00 per hour thereafter with a three hour minimum.

The client is asked to provide for the disc jockey one banquet table, six feet in length, with appropriate covering and access to 2 electrical outlets (each of which is on its own separate electrical circuit) within 25 feet of the area in which the disc jockey will be set up.

If the function is outdoors, the client agrees to ensure that the disc jockey and the equipment are furnished with adequate covering from the outdoor elements. Events may be temporarily suspended during an electrical storm to prevent damage to equipment and for the safety of guests.

The client agrees to ensure the facility will be available for ***A Magical Disc Jockey*** to set up equipment one hour prior to when the guests are expected to arrive (which shall be the anticipated start time of the event) and one hour after the end of the event to allow sufficient time for packing up equipment.

In the event of circumstances deemed by ***A Magical Disc Jockey*** presents a threat or implied threat of injury to the disc jockey or any equipment (equipment, lighting, compact discs, microphones, etc.) in the disc jockey's possession, We reserves the right to cease performance until the situation is resolved. If problems persist, we may end performance and the Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether performance is resumed.

The client also agrees to be fully responsible for the loss or damage to equipment used to provide the services noted herein while said equipment is situated on property owned by or under the control of the client and/or the client's guests, **except damage caused by A Magical Disc Jockey or its employees.**

The client agrees to assume complete liability for all claims of personal injury or property damage arising from the engagement noted herein and hold A Magical Disc Jockey harmless in all such cases, except when caused by A Magical Disc Jockey or its employees. The client indemnifies Todd Lovins and A Magical Disc Jockey from all liability for loss, damage, claims, fines or judgments that may arise as a direct or indirect result of provision of service under this contract, and/or from activities or events during the performance for any reason, the sole exception being substantive negligence on the part of A Magical Disc Jockey, Todd Lovins or his authorized representative. The liability of Todd Lovins and A Magical Disc Jockey shall not exceed the amount of payments received by Todd Lovins.

The obligation of A Magical Disc Jockey, under this agreement may be void where an act of God, order of public authority, vandalism or other condition beyond normal control renders such an event unsafe, unlawful or impossible. Liability for failure to perform any portion of this agreement is limited to the face value of this contract. This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This agreement is contractual under the laws of the states of West Virginia, Kentucky & Ohio.

The function will be guaranteed as reserved upon receipt of one copy of this contract signed by the appropriate party and a nonrefundable, nontransferable reservation fee of \$50.00 The reservation fee will be applied to the balance. The balance is due in full on the day of the event at the approximate starting time.

Written notice of any changes in dates or times must be received prior to 30 days of the engagement.

Please make all checks payable to: **Todd Lovins**

I understand and agree to the terms of the agreement contract as detailed above:

Client: _____ Date: _____

Todd Lovins: _____ Date: _____

A Magical Disc Jockey
PO Box 1261
Catlettsburg, KY 41129
(606) 615-0654