

Performance Agreement
VOXDJs
 www.voxdjs.com

2988 Columbia St
 Torrance, CA 90503
 Toll-Free: 877.3.VOX.DJS
 Office: 310.372.2222
 Fax: 310.372.2223

Silver Spur Elementary School – 5th Grade
Fun Day

Event Details	Event Fees
Event Date: Wednesday, June 10, 2020 Tentative Load In Time: TBD Event Start Time: TBD Event End Time: TBD	Performance Fee: \$595.00 Overtime Fee Per Half Hour: \$150.00 Deposit Amount: \$297.50
Event Location	Client Information
Silver Spur Elementary School, Rancho Palos Verdes Contact Person: Nikki Stark 5500 Ironwood St. Rancho Palos Verdes, CA 90275 310-955-7412	Nikki Stark , Cell: 310-955-7412
<u>Service Description</u>	
Contract - Discount	Special Silver Spur Discount (\$100.00)
PRIVATE / CORPORATE	(3) Hour Performance (1) \$695.00
EVENT PACKAGE -	Professional DJ/MC
DJ/MC Package	Entertainer (1) Basic DJ
	Sound System (1) Set
	UP/Break Down (1)
	Consultation/Planning
	Meeting (1) Event Liability
	Insurance Policy
	\$1,000,000.00

****Gratuity for the DJ is not included in the total**

The Following Are Included With All VOX DJs Service Packages:

- One professional DJ/MC.
- One professional sound system with industry standard, top of the line sound equipment.
- VOX DJs's 35,000 song CD/Digital Music Library.
- Equipment set up and break down time.
- VOX DJs's Unique Redundancy System: One sound technician on call, One set of back up DJ equipment on call, and One back up DJ on call in case of any kind of emergency.
- Proof of Insurance - \$1,000,000.00 Liability Insurance Policy.
- VOX DJs's "Open Door" customer service policy.

Non-Refundable Retainer Requirement & Cancellation Policy

Every event requires a 50% retainer in order to "save the date". In the case of a cancellation less than 30 days following the retainer being paid, 50% of the retainer (25% of the total event amount) will be refunded. In the case of a cancellation more than 30 days after the retainer has been received, then the entire deposit amount will be forfeited. If the event is cancelled within 14 Days of the event date then the retainer is forfeited and the remaining balance will still be owed.

Event Date Postponement Policy

In the case of an Event Postponement that occurs 30 days prior to the event date, a surcharge of 10% of the total event amount will be added to the total contract amount in order to "save the new date". In the case of an Event Postponement that occurs *within* 30 days of the event date, a surcharge of 25% of the total event amount will be added to the total contract amount in order to "save the new date".

Payments

Final payment is **two weeks prior to** event date. A 10% collection fee is due on any amount left unpaid after the event date.

Onsite Meals

VOX DJs, unlike bands, do not take breaks. VOX DJs should be provided with a meal and water service if meals and drinks are available to guests.

Insurance

VOX DJs will provide a proof of insurance certificate upon request.

Sub-Contractor Relationship, Damage and Liability

Client agrees that the legal relationship created by this Agreement between VOX DJs and Client is that of "independent contractor" as distinguished from "Employer-Employee." Therefore, Client agrees that VOX DJs is not responsible for the actions of said event's guests, or liable for any loss, damage or injury to persons or property resulting from the negligence or misconduct of the Client or guests. Client is fully responsible for any damages to and/or losses incurred by VOX DJs due to any unreasonable or illegal activities and/or circumstances created by Client, persons attending, sponsors or persons able to gain access to the event. VOX DJs is responsible for its own negligence or misconduct.

Power Requirements

Power must be available within reasonable reach of where the DJ is expected to setup. A typically setup requires only one standard 15amp wall outlet.

Venue and Security

VOX DJs has no control over the chosen venue or event location, VOX DJs is not liable for failures to perform from causes resulting from venue or event location actions, including, but not limited to: Power Failures, Labor Disputes, or Construction. Location of VOX DJs system should allow the equipment to be rolled into position. Client shall provide adequate security, if applicable, for the protection and safety of the DJ, personnel working with the DJ, and VOX DJs's equipment and property

Parking

One parking spot needs to be provided for the DJ. If a parking spot is not provided, DJ will self park and present receipt for payment in cash at the event.

DJ Substitution Clause

In the case of an emergency, sickness, or event beyond the control of VOX DJs that would cause the scheduled DJ to become unavailable for the event, the Client will be notified immediately. VOX DJs will provide a qualified replacement DJ, subject to client approval, of equal caliber for the event.

VOX DJs Professionalism Zero Tolerance Clause

All DJs are employees of VOX DJs. Due to our dedication to providing the best quality customer service and product to our clients, Management reserves the right to dismiss all employees and remove from confirmed future events with the company. Therefore, in the very rare event we do find any employee not meeting professional communication and performance standards, VOX DJs will remove the employee from future confirmed dates.

VOX DJs will then provide a selection of DJ replacement options at equal or higher experience levels to the package purchased for the client to choose from.

Terms of Contract

THIS AGREEMENT SUPERSEDES any and all other agreements, either oral or in writing, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to such performance of services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements orally or otherwise, have been made by any parties which are not embodied herein, and that no other shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed between the Client and VOX DJs.

Governance

This Agreement shall be governed under the laws of the State of California and any action brought pursuant thereto shall be brought in the County of Los Angeles, State of California.

Contract Execution

This Agreement must be signed below and initialed on the first page, dated and returned to **VOX DJs, Inc.** to secure the date and personnel for this event. This contract shall be rendered void unless a signed copy of this agreement and the indicated amount are received by indicated Due Date. Please complete any omitted information.

THIS AGREEMENT is between PVPUSD and VOX DJs, Inc. The parties have signed and dated this agreement on the 17/2020 and year first above written.
Agreed: _____ Date: 1/17/2020

VOX DJs, Inc. Representative Signature

Agreed: _____ Date: _____

Client Signature

PLEASE SIGN AND RETURN THIS AGREEMENT

VOX DJs Credit Card Authorization Form

Today's Date: _____

Card Holder Name: _____ (Exactly as it appears on the card)

Card Holder's Phone Number: _____

Card Holder's Email Address (where receipt will be sent)

Complete Billing Address: _____

Charge to (circle one): Visa Mastercard Discover Other

Account (Card) Number: _____

Expiration Date: _____

Security Code: _____

(Visa/MC: 3-digits printed on the back of your credit card AMEX: 4-digits printed on the front of your credit card)

Amount*: \$ _____

I hereby authorize VOX DJs to charge my credit card for the amount stated above. I have read and agree to abide by the terms set forth in the VOX DJs contract and I accept and agree not to dispute this charge to my account. If credit or refund is due to me, VOX DJs will issue said credit back into my credit card account in a timely manner.

Signature: _____

Notice:

Please fax/email us a copy of this fully completed credit card form along with your signed VOX DJs contract!

VOX DJs Office Fax: (310) 372-2223
372-2222

VOX DJs Office Phone: (310)

Thank You!