

# MAXIMUM BEAT DJ - PRO-DJ & Karaoke Service

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**Services Contract & Invoice**

This Service Agreement (hereinafter the 'Agreement') is made effective as of \_\_\_\_\_ by and between **Maximum Beat DJ** by **Daniel d'Oliveira** of **911 Harris Ave, Coquitlam BC V3K 1S2** (Hereinafter the 'Contractor / Service Provider') and \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ (hereinafter the 'Customer').

Both "Service Provider" and "Customer" shall be referred individually as the "Party" or collectively as the "Parties".

**Customer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, Prov.:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax / email:** \_\_\_\_\_

## RECITALS

Whereas Service Provider is a professional disc jockey and provides equipment for a fun-filled karaoke experience to Customers and,

Whereas, the Customer owns and operates a Pub which hosts and caters to numerous customers on a daily basis and which is hosting a specific event requiring the Services of the Service Provider and

Whereas, the Parties are desirous of entering into this Agreement for the purposes of providing entertainment and earning mutual revenue

Now the parties in exchange for valuable consideration hereby agree as follows:

# 1. Terms of Service

1.1 In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1.2 “Service Provider” agrees to provide sound & lighting (if required) And agreed amount of performers for said function for “The Customer”

1.3 “The Customer” agrees to provide the following information for said function:

Dates (Days) of Engagement: \_\_\_\_\_

Setup Time: \_\_\_\_\_

Time of Engagement: \_\_\_\_\_

Location: \_\_\_\_\_

Requirements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# 2. Nature of Relationship

2.1 The Relationship between the Parties is that of Independent Contractor Status.

2.2 Any of Maximum Beats DJ performers are not bound by limitations as specified in the Liquor **Primary Page 46 Terms & Conditions Entertainer Conduct** .

Service Provider does NOT fall under “employee” status unless, Taxes & CPP are deducted off cheques and a T4 is issued.

2.3 Maximum Beat DJ (Service Provider) is considered a subcontractor. As a private contractor, \_\_\_\_\_ is bound to the terms and conditions of this contract agreement, thus not violating any Liquor laws.

<sup>1</sup>**Liquor Primary Page 46 Terms & Conditions Entertainer Conduct** While professional entertainers may consume liquor in the establishment, employees who provide entertainment (such as a house DJ or house band) may not do so during working hours. As with patrons, it is the responsibility of the licensee to ensure that professional entertainers do not become intoxicated. If an entertainer becomes intoxicated they must be refused service, removed from the premises and the licensee must see that they depart safely from the establishment. An intoxicated entertainer must not be allowed into the licensed establishment.

As contractors do not fall under these terms, the performers provided by **Maximum Beat Dj** are not bound by these limitations.

2.4 \_\_\_\_\_ **will provide the following:**  
-Supply DJ table with skirting &/or Dj Booth with Chair close to power supply.  
-Supply Dj(s) with agreed upon bar tab for personal & promotional use in the amount of **\$35** per night thereafter **10%** off all beverage orders, plus one (1) complimentary staff meal per night thereafter **10%** off additional food orders.

### **3. Equipment Provision**

#### **3.1 Maximum Beats DJ will provide the following:**

- One Laptop
- One Hard drive with Karaoke Songs, Mixers, & Song Books
- 2 Powered Speakers
- Laser/ LED Lighting
- 3 Wired Microphones

3.2 Should there be any additional Equipment requests; the Customer will be subjected to additional equipment rental fees.

### **4. Fees**

4.1 The Fees for rendering of the above required services are specified as follows:

Contract Price:

\$175 for 3 hours (Sunday through Thursday)

\$225 for 3 hours (Friday and Saturday)

Additional Hours : Billed at \$25/Hour

Payment Time: All Balances are to be paid at the end of the performance or Customer can choose to monthly in advance.

4.2 All Payments shall be made through the Mutually Agreed and convenient method, which may either be Cheque, Cash or through Credit Card.

### **5. Term**

5.1 This Agreement shall be for a period of six (6) months, commencing \_\_\_\_\_ and ending \_\_\_\_\_. At the end of this duration, Services shall automatically renew on a year to year basis.

5.2 If by the end of the six months duration, no written notice to amend or cancel this Agreement is submitted to either Party, this Agreement will automatically renew for an additional twelve (12) months.

### **6. Cancellation**

6.1 Services can be terminated within 30 days of signing of this Agreement with no reason or notice, subject to no termination fees. If this Agreement is terminated after the first 30 days & before the End date, the Customer agrees to pay "Service Provider" for two consecutive months of Services which would allow Service Provider to mitigate its loss and find a replacement venue for those lost dates.

## **7. Additional Fees – Deposit Cheque(s)**

7.1 If “Maximum Beat DJ” deposits cheque(s) that do not clear at the bank within 5 business days from the date on the cheque due to the result of it being a bad cheque or NSF (No sufficient funds), then the customer is fully responsible for the following fees: (The total balance of the cheque(s) plus \$45 NSF bank fee and a \$5 bank service charge fee plus a \$50 collection / reprocessing fee for each returned cheque. By signing this contract the customer understands and agrees to pay these above fees within 7 days of any payment method returned, all payments MUST be collected within seven days to avoid Small Claims, file turned into collections and possible criminal prosecution.

## **8. Gratuity Payments**

8.1 Service Provider is rendering professional services to Customer.

8.2 Further to this Agreement, Service Provider reserves the right to receive additional tips from customers who attend and participate in the event.

8.3 Service Provider shall not permit attendees of the event to sing back to back or more songs than non-tipping customers.

8.4 If Customer decides that Service Provider in the professional performance of its services should not receive tips directly, Customer will allow and enforce any tips received for the night of entertainment to be equally shared between Service Provider and serving/bar staff of that night. This incentive will encourage Service Provider to promote more persons to attend.

8.5 Notwithstanding 8.4, Customer has the option of paying a 25% gratuity to Service Provider in addition to contracted rate for Services. Should Customer agree to this arrangement, this gratuity payment will be payable and due on the next invoice.

## **9. Liability for Damages**

9.1 Service Provider shall have complete control over the Sound System Equipment. In the event of abuse and or damage due to Customer’s or attendee’s negligence, compensation for damages to the Sound System Equipment and/or other equipment including costs of repairs, replacement and court liability, inclusive of court costs and Attorneys’ fees will be the liability of customer. Customer shall pay a depreciated value of 30% less than the current full retail cost, of any items damaged.

## **10. Right of Refusal**

10.1 Service Provider reserves the right to refuse service to any patron at the Location as deemed necessary for the safety of the performer. Examples may include but not limited to:

- A Person intoxicated
- A Person who repeatedly does not listen to verbal instructions
- A Person whose demeanor is disrespectful or aggressive to another patron or performer
- A Person who attempts to damage performers equipment (throwing microphone

down, spilling beer close to laptop.

## 11. Miscellaneous

11.1 Service Provider reserves the right to hold spontaneous contests, such as but not limited to, giveaways, scratch cards, 50/50, singing idol, name that tune etc.. Any expenses that occur from any "spontaneous" contests, is the sole responsibility of Service Provider. Any planned contest held by the venue, the expenses are sole responsibility of the Customer.

## 12. Force Majeure

12.1 In case of sickness, accidents, riots, strikes, acts of God or any other legitimate detention beyond the control of the artist that may render this performance impossible, it is understood and agreed that \_\_\_\_\_ can subtract the amount for services not rendered plus a "lost business fee of \$ \_\_\_\_\_" from monthly cheque.

12.2 If pub is closed for any renovation or holiday, 30 day advance written notice is required or full payment to performer is required for each day missed.

12.3 If agreed performer cannot attend, it is understood that Maximum Beat DJ reserves full rights to select another performer to host at \_\_\_\_\_. It is understood that Maximum Beat DJ has a full staff of Karaoke DJs and at any point in the term of this contract can make staff rotation substitution without notice.

## 13. Event Requirements

13.1 The Customer agrees on the following information:

- The venue will provide a correctly wired active 220v 50/40amp outlet
- The venue will be easily accessible to setup 30 minutes prior to start
- Loading gates to venue are unlocked prior to setup
- The venue will ensure access to the nearest door where the DJ will be setup
- Security & supervision: The Customer will provide a reasonable level of security during the hours of the event to ensure the safety of the staff, administration, guests and event organizers. The Service Provider is not responsible for safety of guests. The Customer will ensure that there is adequate supervision in the venue location to prevent damage to the equipment.

## 14. Additional Terms

14.1 The Customer will indicate on the contract the following optional information:

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## 15. Consent

15.1 The Customer, in signing this contract, or having same signed by a representative, acknowledges authority to do so and hereby assume liability for the amount(s) stated in the above terms. Thank you for using our services, this agreement shall be binding upon both undersigned.

## 16. Entirety of Agreement

16.1 The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. If any provision of this agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

## 17. Governing Law and Jurisdiction

17.1 These terms and conditions shall be governed by and construed in accordance with the Laws of Canada, without regard to its conflict of laws principles. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the Canadian courts. Any dispute under this Agreement must be brought in front of *Province of British Columbia Small Claims Court of Canada / Supreme Court of Canada* and no other.

This is the entire agreement between the parties as of the date first written above and the same may only be amended in writing.

SIGNED AS AN AGREEMENT

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IN THE WITNESS WHEREOF, the parties hereto have affixed their signatures as on the date specified above.

DATED: \_\_\_\_\_

### Maximum Beat DJ Representative:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

### The Customer:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_