

Double Trouble DJs

Classic Cars on Third Custom Contract

Agreement made today Wednesday, January 15, 2020 by and between Marquette DDA
hereinafter referred to as the

Purchaser, and Double Trouble DJs, hereinafter referred to as the DJ. 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:

The Purchaser hereby engages the DJ to provide a DJ service. The service to be performed at
following event location:

Venue: N. Third St

The Parties hereby agree that the DJ Services shall be provided and accepted on the following
date(s) and time(s) of the engagement:

Name/Type of Event: August 15th, 2020

- 1 - 10x10' tent
- 1 - 20x20' tent
- 1 - 10x30' tent
- DJ
- Sound technician for live entertainment (subcontracted sound)
- Additional equipment for live entertainment
- 10 - 8' tables
- 14 - chairs
- **SUBTOTAL: \$2,590.00**
- **TOTAL AFTER DISCOUNT: \$1,800.00**

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

The Performance Fee is for the selected time frame and services indicated above. Final
payments are due at least 1-2 weeks before the event, unless other arrangements have been
specially made and agreed upon by both parties. Double Trouble DJs only accepts cash or
check as payment for services.

Purchaser Initials TLM Double Trouble DJs [Signature] Double Trouble DJs
Entertainment Contract 1

Additional Terms and Conditions for DJ Services

Double Trouble Entertainment, LLC service hereby agrees to provide a DJ/photo booth service for the Purchaser at the above-mentioned location. The said DJ service shall consist primarily of providing musical entertainment by means of a recorded music format. Double Trouble Entertainment, LLC service hereby agrees to render their professional services and is at all times to have complete control of their program. 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 DJ to find replacement entertainment at the agreed upon fees. Purchaser agrees that in all circumstances, liability shall be exclusively limited to an amount equal to the performance fee and that Double Trouble Entertainment, LLC services shall not be liable for indirect or consequential damages arising from any break of contract.

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

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." In the even of non-payment, Double Trouble Entertainment, LLC 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 Double Trouble Entertainment, LLC. Purchaser shall be charged \$75 for each bounced check plus an additional service charge of \$10.00 for each collection notice.

All deposits are nonrefundable. Final payment is required two weeks prior to the engagement. Additional terms and conditions:

- Each of our audio/lighting and photo booth prop bins have unique and individual elements dictated by updating and replacing equipment and supply fixtures, DJ/attendant preference, etc. If Purchaser would like to make special requests regarding specific equipment fixtures, this must be indicated on the contract.

- All requests for special photo booth props are subject to an up-charge to cover the purchase price of new supplies. If the Purchaser decides to request special photo booth props, it is imperative that the Purchaser provide Double Trouble Entertainment, LLC with a specific list of items requested. Double Trouble Entertainment, LLC will not be held responsible for miscommunication or misunderstanding related to photo booth props.

• All oral-agreements are non-binding. This written contract dictates and outlines all services that Double Trouble Entertainment, LLC are contracted to provide. It is up to the Purchaser to write in any special requests and agreements on this contract. All oral discussions and agreements are non-binding and may not be fulfilled.

Purchaser Initials TLM Double Trouble DJs KD

Cancellations and DJ Requests

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."

In the unfortunate event that the Purchaser cancels the contracted services, the DJ will keep the non-refundable deposit. This deposit is used as a good faith retainer for the contracted event and will not be refunded under any circumstances. Additionally, performance services (i.e. DJ, photo booth) cannot be cancelled within 60 days of the scheduled event. Cancelled services within these 60 days will be charged to the Purchaser at the full contracted cost. Services cancelled outside of these 60 days can receive a partial refund of paid monies by Owner discretion, minus the non-refundable deposit. Any monies refunded by the Owners may take up to 30 days from the date of cancellation notice.

Double Trouble Entertainment, LLC has many talented DJs and entertainers that are very excited to be part of your big day. Our entire wedding DJs have years of DJing and wedding experience. Owners William and Patrick carry an extra fee of \$300 in order to reserve them for the contracted event date. All requests for owners William or Patrick to be the event DJ must be indicated on the contract and the extra fee of \$300 must be paid. All oral agreements regarding DJ requests are non-binding and may not be fulfilled.

Purchaser Initials TLM Double Trouble DJs KD
Working Conditions for DJ Services

Purchaser shall provide Double Trouble Entertainment, LLC with safe and appropriate working conditions.

This includes:

- 12-foot by 6-foot area for setup for DJ services, providing space for speakers and lighting stands.
Photo

booth requires a 10-foot by 10-foot area for setup, providing space for pictures, prop table, and scrapbook table. • Double Trouble Entertainment, LLC requires a minimum of one 15-20 amp circuit outlet from a

reliable power source within 50 feet (along the wall) of the setup area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the DJs 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) are required. Additional outlets on separate circuits for the photo booth (if contracted) are also required. This agreement guarantees that Double Trouble Entertainment, LLC will be ready to perform DJ services at the start time of the

engagement. No guarantee is made as to Double Trouble Entertainment, LLC time of arrival; however, Double Trouble Entertainment, LLC requests that they be permitted 120 minutes before the engagement for setup and 120 minutes after the engagement for takedown. 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 guest, members

of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not. It is understood that if this is a "Rain or Shine" event, Double Trouble Entertainment, LLC 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 Double Trouble Entertainment, LLC's staff or any equipment in DJ possession. Double Trouble Entertainment, LLC reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of two hours) DJ 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 DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any

individual attending this performance, Double Trouble Entertainment, LLC reserves the right to deny any guest access to the sound system, music recordings, or other equipment. Purchaser shall provide crowd control if warranted. Purchaser is required to provide 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: parking, use of electric power, and fire marshal if necessary (for use of fog).

Purchaser Initials LM Double Trouble DJs FD

Contract Legality

By executing this contract as Purchaser, either individually, or as an agent or representative, represents and warrants that he or she is eighteen years of age, and further, that he or she has the authority to enter into this agreement. 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 inducement made by any party hereto, or agent or representative of 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 Michigan shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Marquette County. Purchaser agrees to defend, indemnify, assume liability for and hold Double Trouble Entertainment, LLC harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Double Trouble Entertainment, LLC. 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 Double Trouble Entertainment, LLC. This agreement is not binding until signed by Purchaser and Double Trouble Entertainment, LLC has received it. Any changes must be written and signed by both the Purchaser and Double Trouble Entertainment, LLC. All 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.

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

Purchaser Initials TLM Double Trouble DJs KL

Purchaser & Contact Information

By signing below, the Purchaser acknowledges that they have read, understood, and agreed to all articles and arrangements set forth in this contract by Double Trouble Entertainment, LLC. Additionally, each party promises to abide by the terms of this agreement and intend to be legally bound by their signatures below.

All oral-agreements are non-binding. This written contract dictates and outlines all services that Double Trouble Entertainment, LLC are contracted to provide. It is up to the Purchaser to write in any special requests and agreements on this contract. All oral discussions and agreements are non-binding and may not be fulfilled.

By signing below, the Purchaser acknowledges that they have read, understood, and agreed to all articles and arrangements set forth in this contract by Double Trouble Entertainment, LLC. Additionally, each party promises to abide by the terms of this agreement and intend to be legally bound by their signatures below.

Purchaser Name: Street Address: Phone Number: Email:

Signature: Tara Laase-Mckimney

Signature of Double Trouble DJs: Kevin Lynch

Date: 2/5/2020

Tara Laase-Mckimney / Marquette DDA
337 W. Washington St
Marquette, MI 49855
(906) 228-9475
Tara@downtownmarquette.org
1/30/20

Double Trouble Djs Entertainment Contract 5

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