

HANDS ON MUSIC, LLC

THIS DJ SERVICE AGREEMENT (the "Agreement") dated _____

BETWEEN:

NAME

FULL ADDRESS

(the "Client")

-AND-

Hands On Music, LLC of 581 Casting St. SE, Albany, OR 97321

(the "Contractor")

BACKGROUND:

- A. The Client believes the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Mobile DJ Service

- The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

- In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
- In the event of an emergency, either party may terminate this agreement with less than 30 days written notice.
- If this agreement is terminated:
- The client may request that the contractor provide a refund on the deposit, providing a reason for cancellation to the contractor. The contractor retains the right to decide whether or not to refund the deposit based on the reason provided by the client.
- In the event of an emergency that prevents the contractor from performing the duties outlined in this agreement, the contractor may terminate this agreement with less than 30 days written notice. The contractor will provide a refund and notify the client as soon as possible. Here are examples of emergencies that may cause the contractor to terminate this agreement with less than 20 days written notice (this is not an exhaustive list of reasons):
 - Death (of contractor, family, or close friend)
 - Serious Injury (of contractor, family, or close friend)
 - Any contagious sickness
 - Natural Disaster

Performance

- The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

- Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

- For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Contractor based on the invoice(s) received.

Non-Refundable Deposit

- This agreement requires a non-refundable deposit:
- The non-refundable deposit is equal to \$200. Failure to pay the non-refundable deposit within 7 days of signing this agreement will result in termination of this agreement.

Reimbursement of Expenses

- The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

- Any late payments will trigger a fee of \$25 per 7 days overdue on the amount still owing.

Confidentiality

- Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

- All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Contractor Safety

- The client will provide a safe working environment for the contractor.
- The contractor has the right to refuse work, if the contractor perceives the work site (venue) is unsafe, or if there are conditions that create an unsafe workplace.
- Refer to the United States Department of Labor (DOL), Occupational Safety and Health Administration (OSHA) for information about safe and healthful working conditions.

- If this is an outdoor event, a shaded area will be provided for the contractor and all of the contractor's equipment, as deemed appropriate by the contractor.
- The contractor will not be subjected to secondhand smoke.

Return of Property

- Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

- In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively an agreement for service.

Notice

- All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement. (See section Communication and methods of contact).

Indemnification

- Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, sub-contractors, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Dispute Resolution

- In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any

statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Oregon. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Oregon.

Modification of Agreement

- Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

- Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

- The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

- It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

- This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

- Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

- Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

- It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

- If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

- The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Communication and Methods of Contact

- Primary Client email address and phone number:
 - Email Address: _____
 - Phone: _____
- The primary contractor email addresses and phone numbers are:
 - Phone: (503) 881-5115
 - Email: djharris@mynewdj.com
 - Any email address from the domain name of mynewdj.com, handsonmusicllc.com may be used intermittently to send communication to the client.

Venue Location and Event Date/Time

- Event Details
 - Date: _____
 - Service Start Time: _____
 - Service End Time: _____
- Venue Details
 - Venue Name: _____
 - Venue Address: _____
(Add Second Location venue information, if necessary)
 - Secondary Venue Name: _____
 - Secondary Venue Address: _____

- The client is responsible for providing the contractor with updated event information.
- Failure to provide the correct address and date may result in a loss of service at the fault of the client.
- If the client experiences a loss of service due to incorrect information, the client will not receive a refund, partial or full.

Event Coordination

- The Client is responsible for providing event coordination services. The Contractor is not held responsible for coordinating vendors, Guests, and/or event participants, unless this service is added to an event invoice.
- If no event coordinator is designated, the Contractor will follow the established timeline. Contracted services will begin and end in accordance with the length of time paid for by the client according to the pre-determined event timeline and invoice.

Additional Service Requirements

- The contractor requires 90 minutes to 2 hours prior to the event start for setup and 1 hour after event end for clean-up.
- Due to the extensive physical activity required to perform and setup/breakdown equipment, the contractor may take up to a 10 minute break prior to beginning cleanup.
- The contractor must be provided with a parking space that is as close to the event location as possible. This may require that other Guests move their vehicles to give the contractor access to this space.
- Contractor must be provided with access to a power supply rated at 15 to 20 amps. Failure to provide a sufficient power supply may result in a loss of service at no fault of the contractor.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on

DATE CLIENT

DATE CONTRACTOR

AGREEMENT CODE: _____