



**Management Provided By:  
Hunger.Management, LLC**

**Contact: Damani Goodson  
PO Box 2962**

**Plainfield, NJ 07062**

Cell: (908) 347-7863

Office: (908) 757-3066

[info@djice.org](mailto:info@djice.org)

[www.djice.org](http://www.djice.org)

## Performance Agreement

This agreement ("Agreement") is hereby agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between \_\_\_\_\_ hereinafter referred to as "*Purchaser*"  
and Hunger.Management, LLC, Move Your Body Entertainment & DJ Ice hereinafter referred to as "*DJ*"

WITNESSETH

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:

1. The Purchaser hereby engages the DJ to provide Professional DJ Services. The venue is:

(Venue): \_\_\_\_\_

(Address): \_\_\_\_\_

\_\_\_\_\_

2. DJ hereby agrees to provide DJ Services for the Purchaser at the above-mentioned location.

3. The said DJ Services shall consist primarily of providing musical & vocal entertainment by means of  
established recorded music formats.

4. DJ hereby agrees to render its professional services and is at all times to have complete control of  
the program.

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

Date(s): \_\_\_\_\_

Start Time(s): \_\_\_\_\_ AM/PM

Finish Time(s): \_\_\_\_\_ AM/PM

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

A non-refundable *reservation fee* of \$\_\_\_\_\_, is required to secure the services of the DJ for the engagement. This amount shall be applied toward the Performance Fee and is due at the signing of this agreement. **WE DO NOT ACCEPT CHECKS. CASH OR MONDEY ORDER ONLY.**

The Performance Fee and wages agreed upon is \$\_\_\_\_\_ for the time frame outlined above. Services requested that exceed the time frame will be charged at the rate of \$\_\_\_\_\_ per hour, *payable the day of the engagement, at the time of arrival.* It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials \_\_\_\_\_

DJ Initials\_\_\_\_\_

### **Additional Terms and Conditions**

The agreement of the DJ to perform is subject to hindrance by accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition(s) beyond their control. If such circumstances arise, all reasonable efforts will be made by DJ to continue performance or find replacement entertainment at the agreed upon fees. Should DJ be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, DJ liability shall be exclusively limited to an amount equal to the performance fee and wages agreed upon and that DJ shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 14 days of the engagement unless the DJ cancels the engagement.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with DJ relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only. DJ grants Purchaser the nontransferable right to use DJ name and likeness as well as photographs and other promotional material for this event only.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to in writing & that this agreement embodies the entire agreement between Purchaser & DJ, and it supersedes all prior agreements or understandings, written or oral. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

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, DJ 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 DJ staff or any equipment in DJ possession, DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), 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, DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials \_\_\_\_\_

DJ Initials\_\_\_\_\_

Purchaser shall provide DJ with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. DJ requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's 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 for) are required. Purchaser shall provide crowd control & security, if warranted; and furnishing 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).

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

In the event of non-payment, DJ 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 DJ. Purchaser shall be charged \$35 service fee for each collection notice.

This agreement guarantees that DJ will be ready to perform at the start time of the engagement. No guarantee is made as to DJ time of arrival; however, DJ requests that they be permitted \_\_\_\_\_ minutes before the engagement and \_\_\_\_\_ minutes after the engagement for setup and takedown DJ also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00 per person. If Purchaser or venue requires DJ to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Engagements within the New York/New Jersey area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of 15 miles.

Engagements in excess of more than 3 travel hours will require accommodations be made for an overnight stay in a local hotel and rental car, if necessary for DJ to be provided by Purchaser.

**Special Provisions & Additional Services**

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**Hospitality & Catering**

- \_\_\_\_\_ Two (2) bottles of water
- \_\_\_\_\_ Two (2) liter of Coke/Pepsi
- \_\_\_\_\_ Meal of Purchaser's Choice For 4 People (No Pork)

Purchaser Initials \_\_\_\_\_

DJ Initials\_\_\_\_\_

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and 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 inducements made by any party hereto, or agent or representative or 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 New Jersey shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Union County.

Purchaser agrees to defend, indemnify, assume liability for and hold DJ harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DJ performance. 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 DJ. This agreement is not binding until signed by both Purchaser and DJ. Any changes must be written and signed by both the Purchaser and DJ. 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.

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

IN WITNESS WHEREOF, the Parties hereto agree to abide by the terms of this agreement and intend to be legally bound thereby and have inscribed their hands and seals on the date first above written.

**Purchaser:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
\_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

**DJ:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
\_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_