

Contract for Agreement of Services

Brian Concannon p/k/a DJ Ghozt - 4100 Harwin Circle, Glen Allen, VA 23060 - (804) 426-3307

General

The following letter sets forth, and when executed, shall be considered a binding agreement between _____, herein after referred to as "Employer", and _____, herein after referred to as "the DJ" entered into this ____ day of _____. It is mutually agreed between parties as follows:

The DJ agrees to perform for the Employer on the ____ day of _____. This service shall be between the hours of _____ and _____ on the aforementioned date at _____ in _____. The DJ shall be allowed into the club at least one hour prior to opening for sound check.

Payment

The Employer will compensate the DJ in the amount of _____ US dollars of which 50% is due no later than 30 days prior to the engagement date as a deposit to ensure the DJ's availability for the performance. Payments shall be made to _____. The remainder of the DJ's fee (\$_____) shall be paid in cash to the DJ prior to the start of the DJ's performance. The DJ shall have no obligation to perform under this agreement unless the DJ has received such fee set forth herein, the DJ shall have the right, but not the obligation to terminate this agreement immediately, at which time the Employer shall be liable for actual damages incurred by the DJ as of such termination date. Any initial payment received by the DJ shall be deemed non-refundable pursuant this paragraph.

Out of State Events

The Employer will provide at least one night of lodging at a hotel located within a reasonable distance to the event, which will be paid in full by the Employer prior to the DJ's arrival. The Employer will also provide 1 roundtrip tickets on the DJ's carrier of choice. The Employer will provide travel to and from the airport as well as travel to and from the event. All travel expenses shall be paid by the Employer in advance

Promotional Considerations

The DJ allows his name to be used in any promotion related to this event in the form of "DJ Ghozt." The Employer agrees to include the URL www.djghozt.com on all promotional materials including but not limited to flyers, print ads, posters and any and all forms of advertising concerning the event at which the DJ will be performing. The DJ shall be provided a copy of any promotional items bearing his name in a timely fashion up to and including the date of service. The Employer agrees to allow the aforementioned promotional materials to be used by the DJ in the future as part of the website and portfolio of the DJ.

Music/Equipment

The DJ agrees to supply all musical needs for his performance. The Employer shall provide any music to be used outside the DJ's performance. The Employer should provide the following professional sound equipment and services, which shall meet or exceed standards customary in the industry for such equipment and services, so that the DJ may satisfactorily perform under the provisions contained herein:

- a) Acceptable Players
 - i. Two (2) Pioneer CDJ-1000's MKII or MKIII

- ii. Two (2) Pioneer CDJ-800's MKII or MKIII
 - iii. Two (2) Technic 1200's with Ortofon Niteclub Needles
- b) Acceptable Mixers
 - i. Pioneer DJM 500/600/700/800
 - ii. Rane TTM 57SL
 - iii. Numark DXM06
- c) A clean sounding booth monitor (located in front or to the left of the DJ at or above ear level)
- d) One (1) 6' table
- e) Ample lighting
- f) All applicable cords and cables

If the Employer cannot provide this equipment the DJ can provide it for an additional fee of _____ US dollars. This clause does not apply for out of state events.

The DJ will provide his own headphones, laptop and SSL unit. Any recording of the DJ's set is not permitted without prior written consent.

Personal Requirements

One (1) ice bucket located in the DJ booth that contains the following:

- a) Five (5) bottles of water
- b) Five (5) cans of Red Bull

A personal bar/food tab not to exceed \$100 US

VIP access for 10 persons to include exemption from cover, line and coat check fees as well as two (2) complimentary drink tickets. (Names will be given upon arrival)

Termination

The DJ shall have the right to cancel this contract: a) in the event of illness; b) in the event of an "Act of God"; c) in the event of an act of terrorism or war (whether or not declared) which occurs in the host city or which impairs the DJ's ability to travel to, from or within the host city; d) if necessary work permits and/or visas cannot be obtained by the DJ due to the fault of the employer and e) if the transfer of monies has not been received by the DJ from the Employer in accordance to this agreement. If the DJ elects to cancel this contract for any of the foregoing reasons, the DJ is no longer obligated to fulfill his duties at the performance, but is still entitled to his fees. In the event that the DJ must cancel, the DJ agrees to notify the Employer immediately and aid in finding a replacement DJ for the event.

In the event the Employer cancels within sixty (60) days of the scheduled event, the DJ shall be compensated a total of 50% of his pay or _____ US dollars for time and effort put into preparing for the event. If the Employer cancels within thirty (30) days of the scheduled event, the DJ shall be compensated his entire fee set forth in this agreement. Should the Employer cancel more than sixty (60) days prior to the event, this contract shall become null and void.

Legal

This agreement is the entire agreement between the parties and shall not be modified, except by hand instrument of writing, signed by each party duly authorized to execute such modification. This agreement has been entered into the State of _____, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of _____. All

claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this agreement shall be submitted exclusively to the jurisdiction of the state courts in the State of _____ or the Federal District courts located in _____. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

Please indicate your acceptance and concurrence with the terms and conditions set forth in this agreement by executing the acknowledgement below and returning via facsimile the same to the other party.

DJ's Signature: _____

Date: _____

Employer's Signature: _____

Date: _____