



www.playeventco.com



816-882-0893



playeventmail@gmail.com



7811 E 73rd St. KCMO 64133

. Dear Maureen Thomas (RSHS),

This contract ("Contract") is entered into on 16 Sep 2024, between [Play Event Co. (SwigTheDJ LLC.)] (hereinafter referred to as the "service provider") and Maureen Thomas (RSHS) (hereinafter referred to as the "client").

1. Scope of Services: The service provider agrees to provide the following services to the client:

a. **DJ services:** the service provider will provide professional DJ services for the event(s) listed below:

Event date(s): 28 Sep 2024 19:00

Event venue(s): Raytown South High School, Sterling Avenue, Raytown, MO, USA

b. **Media services:** the service provider will provide agreed upon media-related services, possibly including but not limited to photography, videography, live content, and editing of said materials:

Event date(s):

Event venue(s):

c. **Event rental services:** the service provider will provide event rental equipment and items as agreed upon by both parties, possibly including but not limited to sound systems, lighting, audio/visual equipment, decor and any other rental items as listed in the agreement:

(rental a):

(rental b):

(rental c):

2. Payment Terms: a. The total agreed-upon fee for the services outlined in section 1 shall be \$629.

The breakdown of the payment is as follows:

- a non-refundable deposit of 10% of event total is due upon signing this contract to secure the service provider's availability for the event(s).

- The remaining balance is due on or before 14 days before the event(s) take place.

b. Payment can be made via fulfillment of invoice, cash, check, card, ACH transfer, or digital transferring apps (cash app, venmo, zelle, paypal, etc). All payments shall be made in US dollars.

c. In the event of late payment, the client agrees to pay a late fee of 10% of the outstanding amount per week until the payment is received.

3. Cancellation and Refunds: a. The client may cancel the services outlined in this contract by providing written notice to the service provider. In such cases, the

following refund policy shall apply:

- If the client cancels 14 days or more before the event(s), the non-refundable deposit must be paid up to 50% of the original total by the original due date. The deposit may be applied to future services or referrals within 365 days.

- If the client cancels less than 13 days before the event(s), the client shall be responsible for paying the full agreed-upon total.

b. In the event that the service provider is unable to perform the services due to unforeseen circumstances (e.g., illness, equipment failure), the service provider shall make reasonable efforts to find a suitable replacements/accommodations or refund the client's payment in full.

4. Client's responsibilities: a. The client shall provide the service provider with all necessary event details, including the event schedule, venue specifications, and any special requirements, at least 14 days before the event(s).

b. The client shall ensure that there is adequate power supply and suitable working conditions for the service provider's equipment (unless previously informed and arranged for).

c. The client shall be responsible for obtaining any necessary permits, licenses, or permissions required for the venue and/or event(s).

5. Service provider's responsibilities: a. The service provider shall perform the services outlined in section 1 in a professional and timely manner.

b. The service provider shall bring all necessary equipment and personnel to provide the agreed-upon services.

c. The service provider shall dress appropriately and conduct themselves in a professional manner throughout the event(s).

6. Intellectual Property: a. The service provider retains all rights to any media content produced during the event(s), including but not limited to photographs, videos, and audio recordings.

b. The client is granted a non-exclusive, non-transferable license to use the media content for personal and promotional purposes related to the event(s).

7. Liability and Indemnification: a. The service provider shall not be liable for any damages, loss, or injury to persons or property during the event(s).

b. The client agrees to indemnify and hold the service provider harmless from any claims, damages, losses, or expenses arising from the client's (or guests of client's) actions or omissions during the event(s).

8. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations under this contract due to unforeseen circumstances beyond their reasonable control, including but not limited to acts of god, natural disasters, war, riots, or other emergencies. Services may be postponed at client's discretion, governed by the availability of service provider(s) present.

9. Governing law and dispute resolution: This contract shall be governed by the laws of missouri. Any dispute arising under or in connection with this contract shall be resolved through mediation or arbitration in accordance with the laws of missouri. The prevailing party shall be entitled to recover reasonable attorney's fees and any court costs incurred in connection with the dispute.

10. Entire Agreement: This contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agree-

ments, whether oral or written.

11. Amendments and Waivers: Any amendments or modifications to this contract must be made in writing and signed by both parties. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with that provision or any other provision of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first written above. [Both parties hereby agree to the terms and conditions of this contract.]

SERVICE PROVIDER: **Isaiah Colbert**

CLIENT: *Jessica Bassett*