

WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between Javier Lara of Classic Image Mobile Music, 7462 Corona Valley Avenue, Corona, CA 92880, and \_\_\_\_\_.

In this Agreement, the party who is contracting to receive services shall hereinafter be referred to as "Purchaser", and the party who will be providing the services shall hereinafter be referred to as "D.J."

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. DESCRIPTION OF SERVICES. The Purchaser hereby engages the DJ to provide a DJ Service (collectively the "Services"):  
The said Services shall consist primarily of providing musical entertainment by means of a recorded music format.

Classic Image Mobile Music hereby agrees to render his professional services and is at all times to have complete control of his program.

Purchaser Initials \_\_\_\_\_ Classic Image Mobile Music \_\_\_\_\_

- 2. LOCATION AND TIME. Classic Image Mobile Music hereby agrees to provide a DJ Service for the Purchaser at the following location:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

Finish Time: \_\_\_\_\_  
(4 hours minimum)

Purchaser Initials \_\_\_\_\_ Classic Image Mobile Music \_\_\_\_\_

3. PAYMENT FOR SERVICES. 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 the DJ the following compensation:

A non-refundable reservation fee of \$50.00 to secure the services of Classic Image Mobile Music for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$\_\_\_\_\_ for the four-hour time frame outlined above. Services requested that exceed the four-hour time frame will be charged at the rate of \$\_\_\_\_\_ per hour, payable in a lump sum the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials \_\_\_\_\_ Classic Image Mobile Music \_\_\_\_\_

4. CANCELLATIONS. 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 Classic Image Mobile Music to find replacement entertainment at the agreed upon fees. Should Classic Image Mobile Music be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Classic Image Mobile Music liability shall be exclusively limited to an amount equal to the performance fee and that Classic Image Mobile Music shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled within 30 days of the engagement unless the DJ cancels 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 "PAYMENT FOR SERVICES" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

Purchaser Initials \_\_\_\_\_ Classic Image Mobile Music \_\_\_\_\_

5. ADDITIONAL TERMS AND CONDITIONS. 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 Classic Image Mobile Music 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.

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, Classic Image Mobile Music compensation shall in no way be 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 Classic Image Mobile Music staff or any equipment in Classic Image Mobile Music possession, Classic Image Mobile Music 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), Classic Image Mobile Music 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 Classic Image Mobile Music resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Classic Image Mobile Music reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials \_\_\_\_\_ Classic Image Mobile Music \_\_\_\_\_

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
7. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_  
Javier Lara, Owner  
7462 Corona Valley Avenue  
Corona, CA 92880  
(909) 280-9120