



## DJSS STANDARD SERVICES CONTRACT

This contract (hereinafter referred to as the “Contract”) is made and entered on the client accepts a quotation (a “Quotation”) by and between the client (the “Client”), residing at the address indicated in the Quotation, and; Brigitte Lycos (t/a DJ Stockholm Syndrome) (hereinafter referred to as “DJSS”), with its principal office at Blue, PAC, Grand Baie, Mauritius. The Client and the DJ are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS the Client wishes to engage DJSS to provide the disc jockey (DJ) services at the event as laid out in the Quotation (hereinafter referred to as the “Event”);

NOW THEREFORE, Client agrees to accept and DJSS agrees to provide to Client the musical entertainment and related services as laid out in the Quotation (the “Services”) at the Event in accordance with the following terms and conditions.

### TERMS AND CONDITIONS

#### 1. Payment

- 1.1 In consideration of the Services provided by DJSS, the Client shall pay the sum of “Total Event Cost” indicated in the Quotation. A non-refundable security deposit equal to 50% of the Total Event Cost shall be paid by the Client to DJSS upon receipt the Quotation (hereinafter referred to as the “Deposit”). The Deposit will be deducted from the Total Event Cost and will be shown in the invoice (the “Invoice”) provided by the DJ to the Client. The remaining 50% balance of the Total Event Cost must be paid, in freely available funds, to DJSS on the day of the Event prior to the commencement of the Event.
- 1.2 In the event that Client receives a Quotation less than 2 business day prior to the commencement of the Event, then 100% of the Total Event Cost shall be paid by Client to DJSS upon receipt of the Quotation all of which shall be non-refundable
- 1.3 In the event Client requests additional hours for DJ Services beyond those indicated in the Quotation, additional DJ Services will be charged at the hourly rate indicated in the Quotation and due in freely available funds prior to the completion of the Event. The Event is **NOT** considered booked or confirmed until DJSS has received the Deposit in freely available funds.
- 1.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 1, NON-REFUNDABLE AMOUNTS PAID BY THE CLIENT PURSUANT TO SECTIONS 1.1 OR 1.2, SHALL BE REFUNDED IN THE EVENT THAT DJSS TERMINATES THE CONTRACT PURSUANT TO SECTION 6.2 OR CANCELS THE SERVICES RELATED TO A NON-FORCE MAJEURE EVENT, AS LAID OUT IN SECTION 11.3.

## 2. Term

- 2.1 This Contract shall commence on the Effective Date and shall terminate on upon completion of the Event.

## 3. DJSS Requirements

- 3.1 Space: DJSS requires a minimum space of 4m x 4m for a DJ table, speakers, and lighting. The space must be adequately protected from any and all inclement weather (*e.g.*, rain, wind, direct sunlight).
- 3.2 Electrical: The DJ requires a minimum of one 30-ampere circuit outlet from a reliable power source within 6m of the setup area. DJSS will not accept power supplied directly from a generator.
- 3.3 Food and Beverage: DJSS will always bring one (1) technical assistant to the Event. For all Events, a minimum of two (2) 1-Litre bottles of water. If the Event is scheduled for more 4 hours, where Event includes meals (*i.e.*, wedding, year-end function), two (2) standard meals.

## 4. DJSS Responsibilities

- 4.1 DJSS shall arrive at the venue at the time indicated in the Quotation.
- 4.2 DJSS affirms it is familiar with both indoor and outdoor setup and sound mixing.
- 4.3 **DJSS WILL NOT ACCEPT MUSIC REQUESTS DURING THE EVENT.**
- 4.4 DJSS shall accommodate Client's timely and reasonable music requests into the Event set.
- 4.5 DJSS will, at its discretion, play music appropriate for the Event should the duration of Client's music request list be insufficient in length for the duration of the Event.
- 4.6 DJSS shall play the music non-stop in 2-hour blocks and will play an appropriate pre-mixed set during predetermined rest periods.
- 4.7 DJSS shall use its own high-quality equipment, tools, materials, and technical personnel, as stated in the Quotation, to provide the Services.

## 5. Client Responsibilities

- 5.1 The Client shall provide the DJ with a written music planner or music request list 10 days before the Event.
- 5.2 The Client shall make all necessary arrangements to provide the DJ with access to the event venue not less than 2 hours before the Event and 2 hours after the completion of the Event for setup and takedown.
- 5.3 Provide for all DJSS requirements in Section 3.

## 6 Termination

- 6.1 The Client may terminate this Contract upon prior 14 days written notice to the DJSS. Upon termination, the Client shall be entitled to a refund of any monies paid minus the Non-Refundable Deposit. If Client terminates less than 14 days prior to the Event, Client shall not be entitled to any refund of monies paid.
- 6.2 The DJ may terminate this Contract upon 14 days prior written notice to the Client. If the DJ terminates the Contract, it will use its best efforts to assist the

Client in locating a suitable DJ replacement. Upon termination, DJSS shall refund all the monies previously paid by the Client, including the Non-Refundable Deposit.

- 6.3 DJSS may terminate this Contract with immediate effect should the Client, after notice from DJSS, fail to meet any of its obligations under this Contract prior to or during the Event, with such failure remaining uncured beyond the reasonable cure period established by DJSS. Client shall not be entitled to any refund of monies paid.

## **7. Liability**

- 7.1 The Client shall be fully liable for any and all personal injury sustained by DJSS personnel or physical damage to any DJSS equipment, while at the Event, if the damage is caused by the Client, any of Client's guests, or personnel belonging to the any third-party venue hired by Client for the Event.
- 7.2 Except for Client's liability in Section 7.1, a Party's total liability to the other Party for any reason whatsoever, arising from or related to a Party's obligations under this Contract, shall be limited, to the fullest extent under applicable law, to the Total Event Cost.
- 7.3 In no event will either Party be liable to the other Party or any third-party for any indirect or consequential damages related to or arising in any way from a Party's obligations under this Contract.

## **8. Indemnification**

- 8.1 Both parties agree to indemnify the other Party from and against any third-party claims for any finally awarded damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any connection with a Party's gross negligence or breach of applicable law under this Contract.

## **9. Representations and Warranties**

- 9.1 Each Party represents and warrants that they are at least 18 years of age and have the authority to enter into this Contract.
- 9.2 DJSS further warrants that it shall provide the Services in a timely and workmanlike manner at prevailing industry standards, and agrees to use commercially reasonable efforts to provide Services.

## **10. Confidentiality**

- 10.1 The Parties agree that they shall not disclose any confidential information to any third-parties throughout the duration of this Contract and shall not use the confidential information for any purpose except those detailed herein or expressly authorized by the other Party.
- 10.2 For the avoidance of doubt, the Quotation and any related invoice are considered DJSS confidential information and not to be shared by Client with any third-parties who are not identified in this Contract, the Quotation or related invoice.

## 11. Miscellaneous

- 11.1 Assignability: Neither party may assign this Contract or the rights and obligations thereunder to any third-party without the other Party's prior express written approval, which shall not be unreasonably withheld.
- 11.2 Notices: Any notice required to be given to by either Party shall be delivered by electronic mail at the other Party's e-mail address as laid out in the Quotation.
- 11.3 Force Majeure: Neither Party shall be liable for any failure in performance of any obligation under this Contract due to cause beyond that Party's reasonable control (including and not limited to any pandemic, fire, strike, act or order of public authority, cyclone, and other acts of God) (each a "Force Majeure Event") during the pendency of such event. In the event that either Party is required to cancel the Event or the Service, as applicable, due to a Force Majeure Event, DJSS shall apply any monies received for the Event as credit toward a future event at a date to be mutually agreed upon by the Parties.
- 11.4 Modification: No modification of this Contract shall be made unless in writing, and signed by the Parties.
- 11.5 Severability: If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms shall remain in full force and effect until the Contract termination.
- 11.6 Governing Law, Jurisdiction, and Dispute Resolution: This Contract shall be governed by the laws of the Republic of Mauritius. If the Parties cannot resolve the disputes under this Contract within 60 days of a Party's written notice of dispute, then they shall be resolved by litigation in the courts of the district of Riviere du Rampart, and the Parties shall comply with the jurisdiction of such courts, agree to accept service of process by electronic mail and hereby waive any jurisdictional or venue defences otherwise available to it.
- 11.7 Legal and Binding Contract: This Contract is legal and binding between the Parties as stated above. This Contract is legal and binding in the Republic of Mauritius. The Parties each represent that they are eligible and authorized to enter into this Contract and affirm that execution of the same by signing the Quotation.
- 11.8 Entire Contract: This Contract constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties, and is intended as a final expression of their Contract.

### ACCEPTANCE AND SIGNATURE

The Parties acknowledge that they have read the above Contract in its entirety, understand all of its terms and conditions, and agree to abide by the terms of this Contract as demonstrated by their signing of the Quotation.