



# Digital Sounds

*“Entertainment Professionals”*

1158 Southern High School Road  
Burlington, North Carolina 27215  
Office (336)214-5829 • Fax (336) 226-2279

- Music Videos
  - Big Screen
  - Novelties
  - Fog Machine
  - Confetti Cannon
  - Extra Lighting
  - Karaoke When Needed
  - Other \_\_\_\_\_
- Work # \_\_\_\_\_
- Home # \_\_\_\_\_
- Email # \_\_\_\_\_
- Cell # \_\_\_\_\_

## AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_ by and between Digital Sounds of 1158 Southern High School Rd., Burlington NC (336)229-1182 (hereinafter “Digital Sounds”) and \_\_\_\_\_ (hereinafter “customer”), whose address is \_\_\_\_\_.

In consideration of the sum of \$ \_\_\_\_\_ to be paid by the customer in the manner set forth below, Digital Sounds does hereby covenant and agree to furnish all public address equipment, compact disc music, and lighting equipment (hereinafter collectively referred to as “the equipment”), and all of the personnel needed and or required for the operation thereof, for the \_\_\_\_\_ (hereinafter referred to as “the event”), to be held on the \_\_\_\_ day of \_\_\_\_\_, between the hours of \_\_\_\_ o’clock \_\_\_\_ m. and \_\_\_\_ o’clock \_\_\_\_ m.

Digital Sounds agrees to supply the equipment needed to perform this job, on the terms and conditions on the face and reverse side hereof. Digital Sounds shall have complete discretion regarding the selection of appropriate equipment for the event.

Customer shall pay to Digital Sounds the sum of \$ \_\_\_\_\_ on or before the \_\_\_\_ day of \_\_\_\_\_, as a deposit; customer shall remit a balance of \$ \_\_\_\_\_ on or before the \_\_\_\_ day of \_\_\_\_\_.

Digital Sounds agrees to install, erect, test, adjust, and operate the equipment prior to and during the event, or to cause the same to be performed by third parties.

Any and all expenses related to the equipment, use, shipment, transportation, delivery, and operation and/or use shall be done by Digital Sounds. Motel and travel expenses for staff may apply if over 100 miles and are at the expense of the customer.

Digital Sounds shall be allowed to enter upon any premises for the purpose of delivering, installing, testing, adjusting, operation, dismantling, and removing the equipment, to the extent the customer has the authority to grant such permission during the event, and for a reasonable time prior to and following the event, and at any time convenient to Digital Sounds to the extent necessary to perform Digital Sounds’ obligations under this contract.

The equipment is, and shall remain, the property of Digital Sounds and the customer shall have no right, title, or interest therein, except as herein set forth. In the event of loss or damage to the equipment, due to the negligence of the customer or the customer’s agents or employees or guest, the customer, at Digital Sounds option, shall (A) Place the damaged equipment in good repair, condition, and working order, or (B) Replace lost or damaged equipment with like equipment in good repair, condition, and working order with documentation creating clear title thereto in Digital Sounds the replacement value of the lost or damaged equipment, thereby giving to customer an ownership interest in said equipment.

Digital Sounds, being neither the manufacturer nor a supplier, nor a dealer in the equipment, makes no warranty, express or implies to anyone as to the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the equipment or its material or workmanship. Digital Sounds further disclaims any liability for loss, damage, or injury to the customer or third parties as a result of any defects, latent or otherwise, in the equipment, or in the operation of said equipment by an agent or employee of Digital Sounds.

Digital Sounds shall not be liable for any loss or damage which is incurred as a result of delay, strikes, storms, belated receipt of materials, floods, water, acts of God, or other circumstances beyond its control. Digital Sounds shall not be liable for any damages by reason of failure of the equipment to operate or faulty operation of the equipment. Digital Sounds shall not be held responsible for any direct or consequential damages or losses resulting from the installation, operation, or use of the equipment furnished by Digital Sounds.

No agent or employee of Digital Sounds has been authorized to make any representation or warranty with respect to any matter or thing contained, referred to in, or in any way related to this agreement, except as may be contained herein.

Digital Sounds reserves the right to substitute DJs in the event of an emergency to live up to this contract and its contents.

If any provision of this agreement is found to be unenforceable, illegal, or contrary to public policy, the remaining portions of this agreement shall remain in effect and enforceable.

This document contains the entire agreement between Digital Sounds and the customer. If more than one customer is named in this agreement, the liability of each shall be joint and severable. This document shall be governed by the laws of the State of North Carolina.

A late fee of **\$50.00** will result in the non-payment for sum of this agreement upon said date as stated on page one (1).  
**All Deposits are NON-REFUNDABLE!**

This the \_\_\_\_\_ day of \_\_\_\_\_,  
Digital Sounds: Keith Henderson  
Customer:  \_\_\_\_\_



*Please sign this Agreement and return it.*

**Please visit our web site - <http://www.keithhenderson.com>**

**If this is for a School Dance... Please sign the statement below!**  
I have read the School Dance Rules listed on the web site and will relay them to the students before the dance.  
Signed:  \_\_\_\_\_ Date: \_\_\_\_\_