



@djprma

DJPVMA Terms and Conditions for Services

Last Updated: *May 22, 2025*

Terms:

These ***Terms and Conditions*** ("***Terms***") govern the engagement of services provided by Chance B. Trahan, professionally known as ***DJPVMA*** ("***DJPVMA***," "***we***," "***us***," or "***our***"), including but not limited to ***live performances***, ***music production***, ***remixing***, ***mashups***, ***event planning***, ***performance*** and ***event coordination***, ***technical support***, ***studio setup***, and any other ***DJ-related services*** (collectively, the "***Services***").

Agreement:

By completing a payment transaction at <https://djpvm.com/pay/> following the booking process at <https://djpvm.com/book/>, you ("***Client***," "***you***," or "***your***") expressly agree to be bound by these ***Terms*** and our ***Privacy Policy*** (<https://djpvm.com/privacy/>), and such payment constitutes your electronic acceptance of these ***Terms*** in lieu of a physical or electronic signature. If you do not agree, do not proceed with booking or payment.

1. Services Offered

DJPVMA offers the following professional services, subject to availability and agreement:

- ***Live Performances***: DJ sets for events such as weddings, corporate events, private parties, or public venues.
- ***Music Production***: Creating original tracks, remixes, or mashups tailored to client specifications.
- ***Event Planning and Coordination***: Assisting with event logistics, theme development, and performance scheduling.
- ***Technical Support***: Setup and operation of audio-visual equipment, sound systems, or lighting for events.
- ***Studio Setup***: Designing and configuring recording or performance studios for clients.
- ***Other DJ-Related Services***: Any additional services agreed upon in writing, such as consultation for music selection or custom audio solutions.

2. Booking Requirements

- ***Advance Booking***: All bookings for Services must be made at least three (3) months in advance of the requested service date. Bookings submitted with less than three months' notice will be automatically rejected.
- ***Booking Process***: Clients must initiate bookings via <https://djpvmma.com/book/>. Upon review and preliminary approval, clients will be directed to the payment page at <https://djpvmma.com/pay/> to complete the transaction.
- ***Service Agreement***: Specific terms, including scope, date, and fees for Services, will be outlined in a separate written agreement ("Service Agreement") provided after booking confirmation. These ***Terms*** apply in addition to any Service Agreement.

3. Payment Terms

- ***Full Payment Upfront***: All fees for Services must be paid in full at the time of booking via <https://djpvmma.com/pay/>. No Services will be scheduled or performed until full payment is received.
- ***Retainer for Performances***: For live performance bookings, a non-refundable retainer of at least \$5,000 USD is required to initiate consideration of the booking. This retainer is credited toward the total performance fee but is non-refundable under any circumstances, including cancellation by the Client.
- ***Travel Security Deposit***: For Services requiring travel, a separate security deposit is required, the amount of which will be specified in the Service Agreement. This deposit may be refunded if no travel arrangements have been booked, subject to a deduction of up to 10% to compensate ***DJPVMA*** for time and effort expended during negotiations and planning.
- ***Accepted Payment Methods***: Payments must be made via the methods specified on the payment page. Checks or money orders will not be accepted.
- ***Late Payments***: Failure to make payments as agreed will result in immediate cancellation of the booking, with no refunds for any payments already made, including retainers.

4. Cancellations and Refunds

- ***Client Cancellations***: If the Client cancels a booking for any reason, the retainer and any other payments made are non-refundable. Cancellations do not relieve the Client of the obligation to pay the full agreed-upon fee for the Services.
- ***DJPVMA Cancellations***: ***DJPVMA*** reserves the right to cancel any booking for any reason with written notice to the Client. In such cases, any payments made, excluding the non-refundable retainer, will be refunded within 14 business days, subject to applicable deductions for travel deposits as outlined in Section 3.
- ***Force Majeure***: Neither party will be liable for failure to perform due to unforeseen circumstances beyond their reasonable control, including acts of God, natural disasters, strikes, or government regulations. In such cases, ***DJPVMA*** will refund payments (excluding the non-refundable retainer) within 14 business days, subject to applicable travel deposit deductions.

5. Client Responsibilities

- ***Venue and Permits***: The Client is responsible for securing the venue, obtaining all necessary permits, licenses, and insurance, and ensuring compliance with local laws and regulations for the event or Services.
- ***Equipment and Safety***: The Client must provide a safe working environment, including adequate power supply and security for ***DJPVMA*** and any equipment used during the Services.
- ***No Recording***: The Client agrees to prohibit recording or transmission of any performance or Service by any means without prior written consent from ***DJPVMA***. The Client is responsible for enforcing this restriction.

6. Intellectual Property

- ***Ownership***: All music, remixes, mashups, or other creative works produced by *DJPVMA* remain the intellectual property of *DJPVMA* unless otherwise agreed in writing.
- ***Copyright Compliance***: The Client, including venue owners, operators, and booking agents, is responsible for securing all necessary licenses or permissions from Performing Rights Organizations (PROs) such as BMI, ASCAP, or similar entities to cover the performance or use of any copyrighted music, including *DJPVMA*'s remixes or mashups, during the Services. *DJPVMA* warrants that any original music, remixes, or mashups provided by *DJPVMA* for performances are either owned by *DJPVMA* or used with proper authorization. The Client agrees to indemnify and hold *DJPVMA* harmless from any claims, damages, or liabilities arising from the Client's failure to obtain appropriate PRO licenses or from any unauthorized use of copyrighted material not provided by *DJPVMA*.
- ***Prohibited Use***: The Client may not use *DJPVMA*'s name, likeness, logos, or other intellectual property for any purpose without prior written consent, except as necessary to promote the booked Services in accordance with applicable laws. Any use of *DJPVMA*'s intellectual property in a manner deemed offensive or in violation of applicable laws (including references to Biblical "image of the beast") will result in immediate termination of the Service Agreement and may lead to legal action.

7. Promoter Responsibilities and Liability

- ***Independent Promotion***: Any promoters engaged by the Client to advertise or promote the Services act independently and are not agents or employees of ***DJPVMA***. ***DJPVMA*** is not liable for any actions, representations, or promotional materials created or distributed by the Client's promoters, including but not limited to advertisements, social media campaigns, or public statements.
- ***Compliance with Laws***: The Client and their promoters are solely responsible for ensuring all promotional activities comply with applicable local, state, and federal laws, including advertising regulations and intellectual property laws. The Client agrees to indemnify and hold ***DJPVMA*** harmless from any claims, damages, or liabilities arising from the Client's or their promoters' promotional activities.
- ***Protection for DJPVMA's Promoters***: If ***DJPVMA*** engages its own promoters for the Services, the Client agrees not to interfere with or hold ***DJPVMA***'s promoters liable for actions taken in good faith to promote the Services. ***DJPVMA***'s promoters operate under ***DJPVMA***'s direction and are protected under the same indemnification terms as ***DJPVMA***.

8. Limitation of Liability

- ***Indemnification***: The Client agrees to indemnify and hold ***DJPVMA*** harmless from any claims, damages, or liabilities arising from the Client's actions, guests, or agents, including damage to ***DJPVMA***'s equipment or personal injury, unless directly caused by ***DJPVMA***.
- ***Damages Cap***: ***DJPVMA***'s liability for any claim arising from the Services is limited to the total amount paid by the Client for the Services. ***DJPVMA*** is not liable for consequential, indirect, or punitive damages.

9. Independent Contractor

- *DJPVMA* is an independent contractor and not an employee of the Client. *DJPVMA* controls the manner and means of performing the Services, while the Client controls the scheduling and general event parameters.
- In the event of an emergency or if deemed necessary to maintain the flow and success of the event, *DJPVMA* reserves the right to step in and provide or perform artist or venue managerial services, such as coordinating with performers, staff, or vendors, or addressing logistical issues. Such actions will be undertaken at *DJPVMA*'s sole discretion to ensure the event's quality and continuity, and any additional services provided will not alter *DJPVMA*'s status as an independent contractor or incur additional liability beyond the scope of these *Terms*.
- In cases where *DJPVMA* is required to perform multiple managerial services beyond the agreed-upon scope of Services, resulting in significant additional effort or strain, *DJPVMA* reserves the right to charge an additional fee of 10% of the total agreed-upon Service fee to compensate for the increased workload. This fee will be invoiced to the Client within seven (7) business days following the event and must be paid promptly in accordance with the payment terms outlined in Section 3.

10. Governing Law and Dispute Resolution

- ***Governing Law***: These ***Terms*** are governed by the laws of the State of Texas, United States. Both parties submit to the jurisdiction of Texas courts for any disputes arising from these ***Terms***.
- ***Arbitration***: Any disputes will be resolved through final and binding arbitration in Texas, in accordance with the American Arbitration Association's rules. The arbitrator's decision is final and enforceable in any court of competent jurisdiction.

11. Miscellaneous

- ***Entire Agreement***: These ***Terms***, together with any Service Agreement, constitute the entire agreement between the parties and supersede all prior negotiations or understandings. Any amendments must be in writing and signed by both parties, except as provided in the payment-as-agreement clause below.
- ***Payment as Agreement***: By completing a payment transaction at <https://djpvmma.com/pay/>, the Client acknowledges and agrees to these ***Terms*** and the ***Privacy Policy*** (<https://djpvmma.com/privacy/>). This payment serves as the Client's electronic acceptance of the ***Terms***, equivalent to a signature, and no additional physical or electronic signature is required unless otherwise specified in a separate Service Agreement for specific bookings.
- ***Severability***: If any provision of these ***Terms*** is found invalid or unenforceable, it will be modified to the extent necessary to make it enforceable, and the remaining provisions will remain in effect.
- ***Notices***: Notices must be in writing and delivered by hand, agent, or certified mail to ***DJPVMA***. If you need to deliver such items, you may request delivery options from ***DJPVMA*** directly through email: djpvmma@gmail.com.
- ***Time is of the Essence***: All deadlines and timeframes specified in these ***Terms*** or any Service Agreement are critical and binding.



Contact Information:

For questions or concerns regarding these *Terms*, contact *DJPVMA*

Chance B. Trahan

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