

PERFORMANCE AGREEMENT

This Performance Agreement (the “**Agreement**”) is entered into as of the Effective Date by and between Music LevelUp LLC (“**LevelUp**”), a Virginia limited liability company, and the Client identified in the relevant Statement of Work, each a “**Party**” and collectively, the “**Parties**.”

Whereas, LevelUp is a professional disc jockey and lighting company;

Whereas, Client is hosting an Event (as defined below); and

Whereas, Client desires to engage the Services (as defined below) of LevelUp for the Event, and LevelUp expresses its intent to provide the Services at the Event, subject to the terms and conditions outlined herein (“**Purpose**”).

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Each term defined in the preamble and recital of this Agreement has its assigned meaning, and each of the following terms has the meaning assigned to it.
 - 1.1 “**Balance**” has the meaning set forth in Section 4.
 - 1.2 “**Balance Due Date**” has the meaning set forth in Section 4.
 - 1.3 “**Client**” means the person or entity executing the relevant Statement of Work.
 - 1.4 “**Deposit**” has the meaning set forth in Section 4.
 - 1.5 “**Deposit Due Date**” has the meaning set forth in Section 4.
 - 1.6 “**Effective Date**” means the date of the last signature on the relevant Statement of Work. If the Parties have executed more than one (1) Statement of Work, the Effective Date is the date of the earliest Statement of Work.
 - 1.7 “**Event**” means a function or series of functions, as specified in the relevant Statement of Work. Unless explicitly stated otherwise, all references to “Event” herein shall apply to each event individually.
 - 1.8 “**Purpose**” has the meaning set forth in the recital.
 - 1.9 “**Services**” means the scope of services, including any equipment, provided by LevelUp for an Event, as detailed in the relevant Statement of Work.
 - 1.10 “**Statement of Work**” or “**SOW**” has the meaning set forth in Section 2.
2. **Services.** The Parties shall enter into one or more Statement of Works (each, an “**SOW**”), which shall outline the Services and the corresponding amounts due by Client hereunder. Each SOW is incorporated herein by reference, and attached hereto as Exhibit A.
3. **Service Amendments**
 - 3.1 **Removal of Services.** Amendments to remove a service or equipment from an SOW must be made no later than thirty (30) days prior to an Event. If an amendment to remove a service or equipment results in the amount due hereunder to fall below the total deposit paid, no refunds shall be issued.
 - 3.2 **Addition of Services.** Subject to availability, amendments to add a service or equipment to an SOW may be requested until the day of an Event.
4. **Payment Terms.** The total amount due hereunder shall be outlined in the relevant SOW. Client shall pay a non-refundable deposit equal to fifty (50) percent of the total amount due (“**Deposit**”) upon the Effective Date (“**Deposit Due Date**”), and Client shall pay the remaining fifty (50) percent due (“**Balance**”) on the day of the first or earliest Event (“**Balance Due Date**”).

- 4.1 **Late Fee.** Upon failure of Client to pay the Deposit or Balance by the Deposit Due Date or Balance Due Date, as applicable, Client shall incur a late fee of five (5) percent per week until the outstanding amount is paid in full.
5. **Cancellations by Client.** In the event of cancellation by Client, for any reason, Client will forfeit the Deposit.
- 5.1 **Exceptional Circumstances.** Exceptions to Section 5.1 may be considered on a case-by-case basis to accommodate cancellations resulting from illness, death, or natural disasters.
6. **Cancellations by LevelUp.** In the event of cancellation by LevelUp, for any reason, LevelUp shall make all reasonable efforts to secure a replacement service provider for the amount stated under the applicable SOW. If LevelUp is unable to secure a replacement service provider, Client shall be entitled to a full refund of all amounts paid hereunder. The Client explicitly acknowledges and agrees that LevelUp shall bear no liability for any indirect or consequential damages arising from the provisions of this Section 5.
7. **Force Majeure.** In the event of unforeseeable circumstances beyond the control of either Party, such as acts of nature, government actions, or other unforeseen events, preventing the performance of this Agreement, both Parties shall be excused from their obligations hereunder without penalty. The affected Party shall promptly notify the other Party, and both Parties shall work together in good faith to find a mutually acceptable solution.
8. **Obligations of Client**
- 8.1 **Compliance with Laws and Venue Regulations.** Client shall be responsible for obtaining all requisite permits and licenses necessary for the lawful conduct of an Event prior to the Event. Additionally, Client shall ensure that the Event venue complies with all applicable laws and regulations, including but not limited to, fire codes, noise ordinances, and restrictions on music and entertainment.
- 8.2 **Event Timeline.** Client agrees to provide LevelUp with a detailed Event Timeline at least fourteen (14) days prior to an Event. As used herein, “**Event Timeline**” means: (a) setup and breakdown times for LevelUp equipment; (b) scheduled start and end time for the Services; (c) key moments, including entrances, speeches, toasts, and special dances; (d) coordination with other vendors, if applicable; and (e) any additional activities necessitating coordination by LevelUp to achieve the stated Purpose.
- 8.2.1 Client acknowledges that timely provision of the Event Timeline is crucial for the successful execution of an Event and fulfillment of the Purpose. In the event of Client’s failure to provide the Event Timeline to LevelUp, Client shall indemnify LevelUp against any resulting disruptions and delays arising thereof.
- 8.3 **Damage to Equipment.** In the event of any damage to LevelUp’s equipment during an Event, for which LevelUp bears no responsibility, including, but not limited to, negligence, misuse, or intentional acts by Client, Client’s guests, or any third parties, Client shall be liable for the total cost of repair or replacement, as solely determined by LevelUp, of the damaged equipment. Client acknowledges that LevelUp reserves the right to engage the services of a third party, selected at the sole discretion of LevelUp, to assess the total cost of damage to the equipment. The Client further acknowledges that the total cost provided by the third party is non-negotiable. Additionally, Client agrees to fully compensate LevelUp within thirty (30) days of receipt of the invoice under this Section 8.3.
- 8.4 **Reliable Power.** Client shall provide LevelUp with continuous reliable power during an Event. Client assumes responsibility for performance delays or damage to LevelUp’s equipment resulting from inadequate power supply. If a power drop is required, Client is responsible for any and all associated charges.
9. **Obligations of LevelUp**
- 9.1 **Performance.** LevelUp shall provide professional and high-quality Services in accordance with Client’s preferences and the agreed-upon Event Timeline. The Services shall be performed in a manner consistent with industry standards that align with the specific service(s) or package(s) selected by Client. Additionally, LevelUp agrees to collaborate with Client to provide music that reflects Client’s preferences, accommodates any special requests, and fosters the desired ambiance for the Event. LevelUp shall make reasonable efforts

to ensure Client satisfaction with the Services, and Client agrees to take into consideration the subjective nature of quality perception.

- 9.2 **Equipment.** LevelUp warrants that all equipment furnished for the event shall be in good working condition, meticulously maintained, and appropriately suited for the venue and Client's specifications.
- 9.3 **Timeliness.** LevelUp shall adhere to the Event Timeline, including arriving on time, setting up equipment, conducting sound checks, and dismantling and removing all equipment upon completion of the Event. In the event of any unforeseen circumstances that may affect timely arrival or setup, LevelUp shall promptly notify Client and make reasonable efforts to mitigate any resulting delays or disruptions.
- 9.4 **Coordination.** LevelUp shall effectively coordinate with Client, Client's guests, or third parties, including event planners, caterers, and photographers, to facilitate seamless coordination and execution of the event.
- 9.5 **Professionalism.** LevelUp shall conduct itself in a professional manner during the Event, maintaining appropriate attire, demeanor, and communication with Client, Client's guests, and third parties.
10. **Expenses.** For Event venues located seventy-five (75) miles or more from Falls Church, VA, Client shall, as applicable: (a) incur a travel fee of seventy-five (75) cents per mile; (b) provide LevelUp with reasonable hotel accommodations; and/or (c) provide LevelUp with reasonable airfare. LevelUp shall obtain Client's prior written approval for hotel and airfare accommodations, as well as any necessary travel or other expenses incurred in the provision of the Services.
11. **Term.** This Agreement shall commence on the Effective Date and continue until the completion of the Purpose, unless terminated earlier pursuant to this Agreement.
12. **Indemnification.** Client shall indemnify and hold LevelUp and its officers, directors, employees, contractors, and agents, individually and collectively, harmless against any and all damages, claims, losses, demand, lawsuits or other legal actions, including any demands for legal fees and expenses, made by any third party against LevelUp arising out of or in connection with this Agreement.
13. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.
14. Every additional hour of music is \$400; \$100 for every 15 minutes over the proposed time listed.
15. **Miscellaneous.** If a provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the Parties. In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, and either party prevails in such action, then such prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such suit. No delay, omission or failure on the part of either party in enforcing any right with respect to this Agreement shall amount to waiver by such party of such right, or be deemed a waiver of any similar right or other provision at the same or any subsequent time. This Agreement, together with any SOW, constitute the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. If there is a conflict between this Agreement and an SOW, the terms of this Agreement shall prevail, unless the SOW expressly states that it shall supersede. This Agreement may not be modified or amended except in a writing signed by the Parties.

Exhibit A

STATEMENT OF WORK

Client Full Name:

Client Address: [#, STREET, APT/UNIT, CITY, STATE ZIP]

Client Email:

Client Tel.:

hSOW #:

SOW Date:

Event	Date of Event	Service or Equipment	Description of Service or Equipment	Quantity	Price	Amount
						\$
						\$
						\$
Total Amount Due						\$

Notes:

Terms:

1. This Statement of Work (“**SOW**”) is subject to the Performance Agreement (“**Agreement**”) by and between Music LevelUp LLC, a Virginia limited liability company, and the Client identified in this SOW, each a “**Party**” and collectively, the “**Parties.**” The Agreement is incorporated by reference herein and made available at: <https://www.musiclevelup.com/>.
2. **Term.** This SOW shall commence on the Effective Date and terminate upon completion of the Purpose, as identified in the Agreement. The Parties agree that the effective date of this SOW is the date of the last signature below, and if the Parties have executed more than one (1) Statement of Work, the Effective Date is the date of the earliest SOW.
3. **Payment Terms.** Consistent with Section 4 of the Agreement, Client shall pay a non-refundable deposit equal to fifty (50) percent of the total amount due hereunder (“**Deposit**”) upon execution of this SOW (“**Deposit Due Date**”), and Client shall pay the remaining fifty (50) percent due (“**Balance**”) on the day of the first or earliest Event (“**Balance Due Date**”).
 - a. **Late Fee.** Upon failure of Client to pay the Deposit or Balance by the Deposit Due Date or Balance Due Date, as applicable, Client shall incur a late fee of five (5) percent per week until the outstanding amount is paid in full.
4. **Miscellaneous.** This SOW, together with the Agreement, constitute the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this SOW. In the event of a conflict between the Agreement and an SOW, the terms of the Agreement shall govern, unless the SOW expressly states that it shall supersede. This SOW may not be modified or amended except in a writing signed by the Parties.

LEVELUP

CLIENT: [NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____