

DJ Company Name: \_\_\_\_\_\_Company Address: \_\_\_\_\_\_

Dear

This letter shall serve as a contractual agreement (the "Agreement") between ("DJ") and Villanova University ("Villanova"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DJ and Villanova, intending to be legally bound, hereby agree as follows:

- 1. Villanova hereby retains DJ to provide disc jockey services (the "Services") for the date and times listed on the Schedule of Services and Compensation attached hereto as Exhibit A and incorporated herein.
- In consideration of DJ's satisfactory provisions of the Services, Villanova agrees to pay DJ the compensation amount listed in the Schedule of Services and Compensation. A check will be issued upon completion of the Services on the day/ night of the event.
- 3. Throughout the period which DJ provides services to Villanova under this Agreement, DJ shall maintain a general liability policy of insurance in amounts and through carriers acceptable to Villanova. A copy of DJ's certificate of insurance evidencing liability coverage and naming Villanova University as the certificate holder and as additional insured must be received by Villanova prior to the commencement of the event. The certificate shall also indicate whether the liability policy is written on a "claims made" or "occurrence" basis. In addition, the certificate must indicate that it is the responsibility of the insurance carrier to provide Villanova with 30 days notice prior to canceling or expiration of the insured's policy.
- 4. If DJ is a sole proprietor, DJ certifies that in lieu of workers compensation, DJ has health insurance to cover DJ, and anyone DJ hires to provide Services to Villanova on DJ's behalf, to meet any and all needs for payment of medical costs for any injuries occurring on campus or arising out of the Services DJ is providing. DJ acknowledges Villanova will not be responsible for any medical expenses incurred as a result of or in conjunction with the Services DJ is providing.
- 5. DJ hereby agrees to indemnify, defend, and hold harmless Villanova, its agents, servants, trustees, students, and employees from an against any and all loss, damage, liability, or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to have been caused by or arisen out of the Services provided by DJ or DJ's noncompliance with this Agreement.
- 6. DJ acknowledges that Villanova will not be responsible for any physical damage occurring to property owned, leased, or used by DJ.
- 7. The individual signing this Agreement for DJ certifies that he/ she has the authority to bind DJ to this Agreement.

Sincerely, Villanova University

By signing below, the parties indicate their intent to be legally bound by the terms of this Agreement.

| Villanova University | DJ:           |
|----------------------|---------------|
| Signature:           | Signature:    |
| Printed Name:        | Printed Name: |
| Date:                | Date:         |

DJ Service: Page 1 of 2

Rev. Aug. 2014

Date:



## Exhibit A SCHEDULE OF SERVICES AND COMPENSATION

## **SERVICES**

Services- DJ shall provide trained, experienced, capable individual to serve as master of ceremonies, operate equipment, play music, and provide other entertainment services for the Event. Services shall include, without limitation the provision of all labor, personnel, materials, equipment (including sound, lighting, and electrical), transportation, recorded music with intellectual property licenses and permissions there for. Services shall include those described in any DJ brochure or proposal attached hereto, excepting any qualifications or conditions contained therein. Services shall be provided in a high quality, professional manner and shall be consistent with the Villanova University Contract Addendum attached hereto.

| Event Name:   |
|---|
| Event Date:   |
| Event Location:   |
| Base Time Period for DJ Services:<br>(No charge for Setup and Takedown)             |
| DJ Start Time for Setup:  |
| Event Starting Time for DJ Services:  |
| Event Ending Time for DJ Services:  |
| Ending Time for Takedown:   |
| Name of Villanova Representative:   |
| COMPENSATION  |
| Base Compensation:  |
| *Hourly Rate for Time in Excess of Base Time Period:<br>(minimum ¼ hour increments) |

\*Only applicable for excess time requested by Villanova.