



DIVINE ENTERTAINMENTS

MUSIC - LIGHTING - PHOTO BOOTHS

2133 Third Ave.

Toms River, NJ 08757

Phone: 732-312-3918

Email: Keith@DivineEnt.com

Website: www.DivineEnt.com

Event Contract

Event Date: May 10, 2018

Client Information

Name(s): Brick Township Board of Education

Phone: 732-785-3000

Address: 101 Hendrickson Avenue, Brick, NJ 08724

Email: Rcaldes@brickschools.org

Event Information

Event Type: Junior Prom

Start and End Times: 6p-10p

Location of Event: Southgate Manor- Freehold

Contact Person: Dr. Richard Caldes

Contact Phone: 732-236-7092

Contract Services

Total Hours Booked 4

*Additional Services: DJ and lighting with large sound system. 4 hour photo booth rental which includes prints, props, and custom photo strip.

Total Payments, Quoted Price: = \$1450.00

Total Paid at Signing (Non-refundable): -\$

Balance Due = \$1450.00

Client's Initials



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It is understood that this contract is binding on both parties. It cannot be altered or changed unless agreed to in writing by the said parties, Contractor and Client. Signer verifies that he/he has the authority to enter into a contractual relationship on behalf of the Client/Corporation.

Specific Performance: Client shall contact event facility to confirm that the following will be provided: 1) Minimum space of 15' wide x 8' deep for the sound and lighting equipment within 10' of the dance floor; 2) Access to the facility at least 2 hours prior to the event; 3) The DJ area must be located near adequate electrical outlets, with at least two circuits; 4) For outdoor events, client shall provide adequate protection for DJ and equipment from sun and weather conditions; 5) A banquet table at least 4 ft long near the performance area for the DJ's use.

Additional Terms and Conditions

The client agrees to pay a \$35.00 service charge for all the returned checks, plus any bank service charges incurred by Divine Entertainments as a result of a returned check.

The DJ will make every effort to play all requests but cannot be held responsible if specific selections are not available **UNLESS ARRANGEMENTS ARE MADE BEFOREHAND TO ENSURE THEIR AVAILABILITY**. Specific requests will be provided to Divine Entertainments in advance of the event to ensure their availability and appropriateness for the event.

Divine Entertainments cannot guarantee availability to play *past* the contracted time.

The client agrees to maintain a safe environment so as to protect the equipment used from theft, vandalism and threat of harm to the DJ/Entertainment Host. The DJ has the right to stop the performance and take the necessary steps to secure him/herself and/or equipment, up to and including removing equipment and leaving the event. DJ will approach client to intercede if any problems develop and will only leave if the problem cannot be corrected as mutually agreed upon between the DJ of Divine Entertainments and the client.

Payment for retainer fee or payments on account will be accepted by Board of Education Check. Make checks payable to:

Keith Craig

Client's Initials _____



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No handwritten changes may be made to this contract unless both client and Divine Entertainments initial the changes as being mutually acceptable.

This agreement cannot be canceled except by mutual written consent of both the client and Divine Entertainments.

If agreement cancellation is initiated by client in writing to Divine Entertainments in writing no less than 45 days before the event, client will be issued a refund of all monies paid.

In the event of Termination or cancellation by Divine Entertainments, Divine Entertainments shall be responsible to the Client for the cost of replacement for music, lighting and photo booth.

This agreement contains all the terms and conditions agreed upon by the client and Divine Entertainments, and no other agreements, oral or otherwise regarding the subject matter of this contract or performance for the event stated on this contract shall be deemed to exist.

- a. Divine Entertainments shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.
- b. **INDEPENDENT CONTRACTOR.** Divine Entertainments is and will perform its Services as an independent contractor for the Client. Nothing in this Agreement shall be construed so as to render Divine Entertainments an employee, agent, representative, joint venturer or partner of the client, and Divine Entertainments shall not hold itself out to others in such capacity. Divine Entertainments shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the client. Divine Entertainments shall have no authority to bind the client to contracts or to incur any other obligations on behalf of the client, and any such contracts or obligations entered into or incurred by Divine Entertainments shall be void.
- c. Divine Entertainments agrees to defend and indemnify and hold harmless the client, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of Divine Entertainments, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. Divine Entertainments liability under this agreement shall continue after the termination of

Client's Initials _____



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this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

d. Throughout the term of this Agreement, Divine Entertainments agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, per year. Divine Entertainments shall provide the Client with evidence of such coverage upon request. Said insurance shall name the Client as an additional insured.

e. Assignment of Rights. Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

f. AFFIRMATIVE ACTION: The Parties agree to incorporate by reference into this Contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Divine Entertainments agrees to comply fully with the terms, provisions, conditions and obligations of said Subsection 3.4(a), provided that said Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of said Regulations. Divine Entertainments shall also comply with the requirements of the Affirmative Action set forth in Exhibit A attached hereto and made a part hereof. The Parties agree to further incorporate into this Contract the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Divine Entertainments or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b). Divine Entertainments shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. Divine Entertainments shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

Client's Initials _____



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The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

g. AMERICANS WITH DISABILITIES ACT OF 1990: Divine Entertainments shall comply with the “Americans With Disabilities Act of 1990”.

h. INTERPRETATIONS OF SPECIFICATIONS AND CONTRACT: This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

i. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on this contract.

j. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

k. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

l. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

m. BUSINESS REGISTRATION CERTIFICATE. The parties to this Contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009, c. 315 in regards to Business Registration Certificate.

n. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

o. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

p. Divine Entertainments shall comply with Exhibit A “Mandatory Equal Opportunity Language” as attached hereto and made a part hereof.

q. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

r. Divine Entertainments shall certify in writing that all its employees and all subcontracted employees, present or new hires,

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servicing this agreement have not been convicted of a crime or are awaiting adjudication of same. This certification shall be provided by Divine Entertainments to client prior to any of Divine Entertainments employees, or Divine Entertainments subcontractor's employees, coming in contact with any clients pupils.

s. In the event of breach of Contract, including but not limited to non-performance by Divine Entertainments, then in that event, Divine Entertainments shall be responsible for any and all damages sustained by the client.

I have read, understand, and accept the terms of this agreement

Client Signature _____ Date _____

Owner Signature _____ Date _____

Client's Initials _____