

MODERNDJ.COM
709 1/2 13TH AVENUE
BELMAR, NJ 07719
732-513-5275
moderndjdave@aol.com

On June 7, 2018, Moderndj.com will provide music entertainment for the Brick Township Board of Education. The event will take place at the Berkeley Oceanfront Hotel, Asbury Park, NJ and the performances will run from 6:30 P.M. to 10:30 P.M.

In return for the above services, the Brick Township Board of Education will compensate Modern DJ Service dba as Moderndj.com in the amount of \$800. The payment shall be made by the Brick Township Board of Education check,

The Brick Township Board of Education is responsible for providing a table with minimum dimensions of 6 X 3 and one electrical outlet suitable for powering the necessary equipment. Two outlets are necessary for lights.

In case of cancellation of the above date within 30 days of date above, Moderndj.com will receive 1/2 of the payment as a non-refundable deposit. This deposit must be sent within five days of the cancellation. All cancellations must be made at least 48 hours prior to the date of the occasion or the amount must be paid in full. If cancelled prior to 30 days of the date above, no deposit or fee is required.

Throughout the term of this Agreement, moderndj.com agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) 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 three million dollars (\$3,000,000.00) in the aggregate, per year. Moderndj.com shall provide the Brick Township Board of Education with evidence of such coverage upon request. Said insurance shall name the Brick Township Board of Education as an additional insured.

Moderndj.com shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.

INDEPENDENT CONTRACTOR. Moderndj.com is and will perform its Services as an independent contractor for the Brick Township Board of Education. Nothing in this Agreement shall be construed so as to render moderndj.com an employee, agent, representative, joint venturer or partner of the Brick Township Board of Education, and moderndj.com shall not hold itself out to others in such capacity. Moderndj.com shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Brick Township Board of Education. Moderndj.com shall have no authority to bind the Brick Township Board of Education to contracts or to incur any other obligations on behalf of the Brick Township Board of Education, and any such contracts or obligations entered into or incurred by moderndj.com shall be void.

Moderndj.com agrees to defend and indemnify and hold harmless the Brick Township Board of Education, 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 the moderndj.com, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. Moderndj.com liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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.

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 the first page of this contract.

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.

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

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.

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.

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.

The moderndj.com shall comply with attached Exhibit A Mandatory Equal Opportunity Language.

I, David Bain, President of ModernDJ.com, agree with all the terms in the above agreement.



I, James W. Edwards, Jr., CPA, of the Brick Township Board of Education, agree to all the terms in the above agreement.

Host-Mike Gilmore
732-513-5275(modemdjave@aol.com)

E-mail (not mandatory):jjohnson@brickschools.org
Address: 2001 Lanes Mill Road
Brick NJ 08724
attn: Jo-Ann Johnson

Extras: Senior Prom

**THANK YOU FOR LETTING US SHARE THIS SPECIAL OCCASION WITH YOU! WE
LOOK FORWARD TO A GREAT TIME!**

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.