

JASON NESTOR ENTERTAINMENT DJ SERVICES

7167 Fenian Court
Dublin, OH 43017
Nescorp2003@yahoo.com
614-203-5935

ENTERTAINMENT SERVICES AGREEMENT

AGREEMENT made this ____ day of _____, 20____ by and between "Jason Nestor" (hereinafter "DJ") and _____ (hereinafter "Purchaser").

Thank you for selecting Jason Nestor Entertainment DJ Services! It is our pleasure to provide music/entertainment for your _____ event on the date of at the following location: _____.

The fee that we agreed upon is \$_____ based on up to _____ hours of music/entertainment. A minimum 50% non-refundable retainer is required to secure Jason Nestor Entertainment DJ Services for the engagement date(s). Thus, \$_____ must be paid by the date of _____ to secure our services.

Purchaser shall pay the balance remaining, 15 days prior to the event date, unless other arrangements are made. In the event of late payment, a fee of \$50 will be assessed and added to payment terms. In the event of non-payment, DJ may refuse to perform until payment terms are abided by without penalty to DJ.

Purchaser understands that the event will begin at the time of _____ and end at the time of _____ and that each ½ hour beyond this time will be an additional \$_____ per hour.

The designated point of contact for this event is: _____.
Purchaser understands that all changes and requests regarding the DJ entertainment must come from the designated point of contact. All other requests will not be honored to ensure that the event proceeds as planned, by the Purchaser and the DJ.

Continued on page 2.

The following terms and conditions apply to this agreement:

- DJ is an independent contractor and not an employee of purchaser;
- DJ shall have access to the event at least _____ before the music start time to set up and test equipment;
- Purchaser shall provide one six foot to eight foot table; access to bathroom and water source; a dedicated power source; appropriate weather protection/shelter; and vendor meal shall be provided (if no meal is provided, reasonable break/meal time shall be permitted);
- If the purchaser cancels this contract less than 30 days prior to the scheduled performance, then the purchaser will be liable for the entire balance. If the purchaser cancels this contract more than 30 days prior to the scheduled performance date, then the purchaser shall forfeit the entire deposit amount;
- DJ uses and maintains equipment of the highest quality, however in the unlikely event that time is lost due to DJ's equipment malfunction, DJ will refund the portion of the total amount corresponding to the time lost. This is the extent of DJ's liability;
- DJ will provide a copy of its insurance certificate upon request. Purchaser acknowledges that DJ may arrange for other independent contractors to cover the event. Purchaser may request a copy of such contractor's insurance certificate. Purchaser acknowledges that DJ will not be responsible for any negligence caused by an independent contractor;
- In the event that DJ is unable to perform, DJ will provide a suitable replacement for the event described. If DJ is unable to provide a replacement, compensation in full, including ALL fees collected, will be issued within FIVE days of the event by certified check;
- DJ shall at all times have complete supervision, direction and control over the services of its personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished;
- In the event of circumstances deemed by the DJ to present a threat or implied threat of injury to the DJ or any property (equipment, lighting, c.d.'s, etc.) in the DJ's possession, the DJ reserves the right to cease performance. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. It is understood and agreed that the Purchaser agrees to provide crowd control if warranted. Purchaser will be liable for any loss or damage to any property belonging to DJ that is caused by Purchaser or his/her guests, customers, students, etc.

Continued on page 3.

- We work very hard to make sure that each client is satisfied and that each event is a success. For this reason, we request that any complaints, suggestions, or concerns be addressed with Jason Nestor, owner of the DJ services, as soon as possible. We would like the opportunity to resolve any issues before negative comments are shared with others or online.
- If this is an outdoor event, please make sure that DJ and equipment are in an area that is sheltered from rain. DJ reserves the right to NOT perform if it is felt that adequate shelter is NOT provided. In the event of an electrical storm, your event will be suspended, and the equipment shut down for the safety of your guests. There are no refunds for suspension or cancellation of events due to weather. Time may be added at the end of the event to make up for suspended time at the sole discretion of the DJ;
- This agreement shall be considered to have been made in the State of Ohio and shall be interpreted, and rights and liabilities determined, in accordance with the laws of said State. If any of the provisions of this agreement are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions. This contract constitutes the entire agreement between _____ and Jason Nestor DJ Services. This contract may not be modified unless amended in writing and signed by the parties hereto. This contract must be signed by someone 18 years of age and older. The purchaser shall be liable for any and all costs, including collection fees resulting in an “insufficient funds” check and reasonable attorney’s fees and costs incurred in enforcing this contract.
- Any changes to timeline without Jason's agreement is a breach of contract and anything that occurs going forward is the responsibility of the purchaser
- All songs/versions of songs must be ready at final meeting where the purchaser is responsible for the listening to. Jason Nestor entertainment is not responsible for any emailed, hard drive or songs not available if not agreed to at final meeting

This contract shall be rendered void unless a signed copy of this agreement and the indicated deposit are received within 10 days of the date below.

Please return a signed contract with your deposit and keep a copy for your records.

Please make checks payable to **Jason Nestor or Nestor Services, LLC.**
Alternative payment methods are available, including: Paypal, Venmo, and cash.

Signature page follows.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby:

Purchaser:

_____ Date: _____

Signature

Printed Name

Street Address:

Cell Phone: _____

Email Address: _____

DJ Jason Nestor