Entertainment Agreement

Response Date: 11-22-2023

THE PARTIES: This agreement is for disc jockey services for the event described below between the undersigned client and JD Entertainment LLC.

JOB DESCRIPTION: JD Entertainment LLC agrees to furnish services to the following client and specifications:

Client Name: Bethany Blake - Oldham County High School Cheerleaders

Email: bethany.blake@oldham.kyschools.us

Location: CityPlace

Address: 112 S 1st Avenue, La Grange, KY 40031

Phone Number: (502) 744-6141 Alternative Phone Number:

Event: Winter Homecoming Dance

Date: 01-20-2024 **Start Time**: 7:00 PM **End Time**: 11:00 PM

Options Included in Agreement: 4 Hours: DJ, Emcee, Sound System, Uplighting, Dance Floor Lighting, Unlimited Consults, Photo Booth with Props & Attendant, Digital Delivery, Online Gallery, Unlimited Sessions

PAYMENT TERMS: Total fee agreed upon by client and JD Entertainment LLC is \$750. JD Entertainment LLC is holding a tentative reservation for the client's event until the above "response date". To confirm this agreement, return one signed and completed copy along with a non-refundable retainer of \$200 or the total fee BEFORE THE RESPONSE DATE.

Agreements received after the response date are subject to availability. If sending a retainer, the balance may be paid no later than two weeks prior to the event by check unless prior arrangements have been made. The balance is due no later than one week prior to the event.

All checks should be made payable to:

Jeremy Dodson 4400 Evergreen Road Crestwood, KY 40014

There will be a \$50.00 fee charged for all returned checks.

CANCELLATION: The agreement cannot be canceled or modified except in writing by either the client or JD Entertainment LLC. If cancellation is initiated less than 90 days prior to the event, the client is responsible for the total fee OR may forfeit retainer only by signing a new Agreement with JD Entertainment LLC within two weeks of cancellation for a substitute event performed in the following six months. Rescheduling for events canceled due to inclement weather shall be accommodated whenever possible. Rescheduled events are subject to availability.

OVERTIME: When feasible, the client's request for extended coverage during the event will be accommodated. Overtime requested may be made in half-hour increments at a cost of \$75 per half-hour. Payment for overtime is due on the date of the event and may be made with cash only.

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PROVISIONS: The client shall ensure that: (1) facility provides DJ with an open area approximately 8x8 feet within 25 feet of a 110-volt outlet (3 prong grounded); (2) facility is open at least 3 hours prior to scheduled start time; (3) facility meets all federal and state safety regulations and has all appropriate music licenses and performance permits; (4) reasonable steps will be taken to protect equipment, personnel, music, and crowd control will be provided if warranted; (5) for outdoor performances, shelter is provided that completely covers and protects equipment from adverse weather conditions; (6) DJ will be fed the same food that is provided for guests.

Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions. In the event of circumstances deemed by Jeremy Dodson to present a real or implied threat of injury or harm to DJ, equipment, or recordings, then DJ reserves the right to cease performance/operations until such time as the client resolves the threatening situation. DJ further reserves the right to deny any guest access to equipment. In the unlikely event the DJ's performance is delayed, liability is limited to providing client with appropriate performance time equal to time lacking. Client also understands that every effort is made to provide you with the DJ you requested, but due to unforeseen circumstances a different DJ may need to perform.

This agreement serves as a model release giving JD Entertainment LLC the irrevocable right to use the photograph(s)/video(s) in all forms, in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibitions, or any other lawful purposes. JD Entertainment LLC can grant use of the media to third parties and all compensation for use and credit for the photograph(s)/video(s) remain the property of JD Entertainment LLC. Client waives any right to inspect or approve the photograph(s)/video(s), finished version(s) incorporating the photograph(s)/video(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith.

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement

with the retainer or total fee BEFORE the response date. Please make all checks payable to Jeremy Dodson.

Client Signature:

Date: 11.14.23

Printed: Jason Radford, Superintendent

Date: 11.15/2023

Jeremy Dodson

Please retain a copy of this Agreement for your records. Sign below and return it, along