

FOR REFERENCE ONLY

5 Oh Digital Entertainment

(440) 832-0742

5ohdigitalentertainment@gmail.com

THIS IS A CONTRACT for the disc jockey services of 5 Oh Digital Entertainment (herein referred to as "5 Oh") made and entered into on _____ between the undersigned Purchaser of Service (herein referred to as "Purchaser"), and 5 Oh.

1. Name of Purchaser: _____

Address: _____

Telephone: _____

2. Location of Event: _____

Date of engagement: _____ Hours: _____ until _____

3. Type of engagement (dance, party, stage show, etc.) and agreed upon compensation:

4. Purchaser to make payment immediately as follows: _____

5. This contract can only be cancelled if both 5 Oh and Purchaser agree to such cancellation in writing. If 5 Oh and Purchaser agree to cancellation of this contract, Purchaser deposit will be refunded only if cancellation takes place at least 30 days prior to the date of engagement. In the event the Purchaser does not obtain 5 Oh's agreement to cancellation, Purchaser will forfeit one hundred percent (100%) of the total wage agreed upon. Non-payment of deposit shall not relieve the Purchaser of the obligation set forth herein. This forfeiture is in addition to any other remedies enumerated in this contract of afforded by law to 5 Oh.

6. 5 Oh and Purchaser intend the relationship as independent contractor and client. No employee, agent, representative, or contractor of 5 Oh shall be deemed employee, agent, representative, or contractor of Purchaser. The manner, means, and methods of providing the services outlined in this contract are under the sole direction of High Velocity, excluding arrival and departure times and performance length.

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- 7. This contract shall be enforceable irrespective of whether 5 Oh is being compensated of is performing free of charge.
- 8. In the case of Acts of God, nature, war, riots, epidemics, strikes, an act of public authority, power failure and other causes beyond the control of Purchaser and 5 Oh that render performance impossible, the parties are not held liable to the other for damages they may sustain.
- 9. Purchaser is liable for damages to 5 Oh or rented equipment caused by Purchaser or guests of purchaser. If the power source designated for 5 Oh performance use by Purchaser is supplied by a portable generator or any other non- standard power source, Purchaser is liable for electrical damages to 5 Oh or rented equipment.
- 10. 5 Oh shall not be required to perform indoors or outdoors if the location temperature is below 40 degrees Fahrenheit; or outdoors if there is a 50% or greater chance of rain or if high winds make performance unsafe for 5 Oh. If any of these conditions exist and the Purchaser has no suitable indoor location, Purchaser may cancel this contract according to Paragraph 5 or pay 5 Oh in full. If 5 Oh has been instructed to set up outdoors and inclement weather interrupts performance, Purchaser agrees to pay 5 Oh in full. Once set up indoors or outdoors, 5 Oh is not required to move or set up elsewhere.
- 11. By signing this contract, the undersigned parties hereby warrant that they are duly authorized as representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf. The parties acknowledge that have read this entire contract, know that this contract will affect the legal rights and/or those of the person or entity they represent, and have signed this contract voluntarily.

I AGREE TO THE TERMS OF THIS CONTRACT,

Purchaser Signature

Norm Kekic

Owner, 5 Oh Digital Entertainment

Date

Date

