



Date: _____

Student DJ Company/ Name: _____

Address: _____

Dear _____,

This letter shall serve as a contractual agreement (the "Agreement") between _____ ("DJ"), a current student at Villanova University, and Villanova University ("Villanova"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DJ and Villanova, intending to be legally bound, hereby agree as follows:

1. Villanova hereby retains DJ to provide disc jockey services (the "Services") for the date and times listed on the Schedule of Services and Compensation attached hereto as Exhibit A and incorporated herein.
2. In consideration of DJ's satisfactory provisions of the Services, Villanova agrees to pay DJ the compensation amount listed in the Schedule of Services and Compensation. A check will be issued upon completion of the Services on the day/ night of the event. DJ is responsible for all taxes on income received from this Agreement and Villanova will not withhold such taxes unless so required by law.
3. DJ hereby agrees to indemnify, defend, and hold harmless Villanova, its agents, servants, trustees, students, and employees from and against any and all loss, damage, liability, or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to have been caused by or arisen out of the Services provided by DJ or DJ's noncompliance with this Agreement.
4. If DJ will be driving on Villanova's premises to provide Services, DJ shall maintain an automobile liability policy of insurance with limits as required by law.
5. DJ certifies that DJ has health insurance to cover DJ, and anyone DJ hires to provide services to Villanova on DJ's behalf, to meet any and all needs for payment of medical costs for any injuries occurring or arising out of the work of services DJ is providing or on Villanova's premises. DJ acknowledges Villanova will not be responsible for any medical expenses incurred as a result of or in conjunction with the work or services DJ is providing or on Villanova's premises.
6. DJ acknowledges that Villanova will not be responsible for any physical damage occurring to property owned, leased or used by DJ.
7. DJ grants permission for the use of DJ's image in any photographs, recording (including video and/ or sound) or other media containing DJ's image ("Images") made in connection with the event. The Images may be used without restriction for the benefit of Villanova in any and all publications or media, in any form, including on any of Villanova's web sites or social media sites, without further consideration, and DJ acknowledges Villanova's right to so use the Images at its discretion.
8. DJ agrees and warrants that in the performance of the Agreement, DJ will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in any manner prohibited by the laws of the United States.
9. DJ agrees to comply with any licensing requirements relative to the use of copyrighted musical materials in connection with the event.
10. Notwithstanding anything in this Agreement to the contrary, no cancellation penalty shall be owed by Villanova (and all previously paid amounts shall be refunded to Villanova) in the event Villanova cancels the speaking engagement due to public disclosures of acts of moral turpitude involving the DJ after the execution of this Agreement.
11. This Agreement overrides the preprinted terms and conditions on any standard forms used by DJ. This Agreement, including Villanova's Policy Restricting Inappropriate Material attached hereto as Exhibit B and incorporated herein, is the entire agreement between DJ and Villanova regarding the Services.
12. The individual signing this Agreement for DJ certifies that he/ she has the authority to bind DJ to this Agreement.

Sincerely,
Villanova University



DJ certifies that he/ she is 18 years of age or older.

By signing below, the parties indicate their intent to be legally bound by the terms of this Agreement.

DJ:

Villanova University:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Banner ID: _____

Date: _____

Date: _____



Exhibit A
SCHEDULE OF SERVICES AND COMPENSATION

SERVICES

Services- DJ is a trained, experienced, capable individual who will serve as master of ceremonies, operate equipment, play music, and provide other entertainment services for the Event. Services shall include, without limitation the provision of all labor, personnel, materials, equipment (including sound, lighting, and electrical), transportation, recorded music with intellectual property licenses and permissions there for. Services shall include those described in any DJ brochure or proposal attached hereto, excepting any qualifications or conditions contained therein. Services shall be provided in a high quality, professional manner and shall be consistent with the Villanova University Agreement attached hereto.

Event Name: _____

Event Date: _____

Event Location: _____

Base Time Period for DJ Services: _____
(No charge for Setup and Takedown)

DJ Start Time for Setup: _____

Event Starting Time for DJ Services: _____

Event Ending Time for DJ Services: _____

Ending Time for Takedown: _____

Name of Villanova Representative: _____

COMPENSATION

Base Compensation: _____

*Hourly Rate for Time in Excess of Base Time Period: _____
(minimum ¼ hour increments)

*Only applicable for excess time requested by Villanova.



Exhibit B
POLICY RESTRICTING INAPPROPRIATE MATERIAL

Villanova University is an independent coeducational institution founded by the Augustinian Order of the Roman Catholic Church. As a religiously based institution of higher learning, Villanova University does not sponsor or support any endeavor that is contrary to the Catholic and educational character of the institution. By signing this document and entering into this contractual agreement, you (the party contracting with Villanova University) are acknowledging awareness of the institutional environment and agree not to do or say anything that is derogatory to the Catholic faith, contains sexually explicit actions, gestures, or expletives and/ or other obscenities or is otherwise indicated to be unacceptable or objectionable in this policy or by Villanova University's representative or Villanova University.

Any material that is derogatory to the Catholic Church or that is hateful or demeaning in its content as directed towards people or aspects of various races, religions, ethnicities, genders, disabilities, ages, and sexual orientation will be considered unacceptable. You shall neither directly or indirectly portray or use an image of or otherwise make any reference to Villanova University or the Order of Saint Augustine, or any of their current or former trustees, officers, faculty, employees, students, members, or agents in a manner that is derogatory or disparaging or inconsistent with the mission of Villanova University or the Order of Saint Augustine.

Villanova University may, in its discretion, consider presentation of inappropriate material to be a material breach of contract resulting in, without limitation, the withholding of payment(s). The terms of payment will be reviewed by Villanova University's representative during the week following the performance/ event. Before this Agreement is executed, Villanova University's representative on this Agreement should be made aware in writing of any material whose compliance with this policy is questionable.

DJ:

Signature (Please sign in ink. Typed signatures are not acceptable.)

Printed Name

Banner ID

Date