

DJ CONTRACT

NAME OF COMPANY / DJ: _____ (“DJ”)

CONTACT: _____

ADDRESS: _____ CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX: _____

This Agreement is entered into between _____ Parish,
_____ (address)(“the Parish”), and the DJ named above.

1. **SERVICES:** The DJ shall perform the services described below:

Services: _____

Parish Contact Person: _____ Telephone: _____

Location: _____ Event Date: _____

Start Time: _____ End Time: _____ (Eastern Time Zone)

DJ requires the following equipment /items for this Agreement:

2. **COMPENSATION AND TERMS OF PAYMENT:** Parish will pay DJ the amount of \$_____, payable upon satisfactory completion of the engagement. Payment for such costs will be made within 30 days of receipt of an invoice or request for payment.

Payment will be by check or electronic payment made payable to: _____

Taxpayer ID number/W-9: _____

3. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** DJ shall defend, indemnify, and hold harmless the Parish, the Bishop of the Diocese of Cleveland, and the Diocese of Cleveland, and their respective officers, agents, employees and/or Trustees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the DJ hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the Parish’s sole negligence or willful misconduct.
4. **TERMINATION.** This contract may be terminated at no cost to either party upon ____ days advance written notice. In addition, the Parish shall have the right to terminate this Agreement at any time without liability of any kind in the event DJ commits any act that Parish, in its sole discretion, determines promotes the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Roman Catholic Church as determined by the Bishop of Cleveland, or that is otherwise injurious to the reputation of the Parish, the Bishop of the Diocese of Cleveland, or the Diocese of Cleveland.
5. **FORCE MAJEURE.** In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of the Parish or the DJ, both the Parish and the DJ shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above, except that the DJ shall promptly return any deposit or other payment made to DJ by the Parish. Both parties shall make reasonable efforts to reschedule the engagement when possible.

6. **COMPLIANCE.** DJ represents and warrants that DJ has and will conform to and comply with all of the PARISH's rules and regulations and also all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in providing the services hereunder, including without limitation, obtaining any necessary permits, any permissions, consents, and/or licenses to use the intellectual property of third parties, and the payment of any applicable royalties.
7. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED.** It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. The DJ will pay all applicable state, local and federal taxes associated with this Agreement.
8. **PROMOTION.** The DJ hereby grants to Parish the right to use the DJ's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote the event at which DJ is presenting ("Event"). DJ waives any claim for any kind of compensation relating to the Parish's use or publication of DJ's name, image, and likeness in connection with the promotion of the Event.
9. **PERMISSION TO PHOTOGRAPH AND RECORD.** The parties agree that Parish may photograph, record, or otherwise permanently capture DJ's image, likeness, words, verbal expressions, or other depiction during the Event ("Recordings"). DJ irrevocably grants permission for the Parish to take such Recordings and to use such Recordings worldwide for its own uses and purposes, and in any medium, including print and electronic. DJ agrees that Parish may use the Recordings with or without associating names to them. DJ waives any claim for any kind of compensation relating to the Parish's use or publication the Recordings.
10. **INSURANCE.** DJ agrees to provide insurance with coverages and amounts satisfactory to the Parish where requested by Parish, naming the Parish, the Diocese of Cleveland, and the Bishop of the Diocese of Cleveland as additional insureds.
11. **OTHER.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. This Agreement may only be modified by written instrument executed by both parties hereto. Parish shall have the right to assign or otherwise transfer its rights hereunder to any entity affiliated with the Parish. This agreement shall be binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the state of Ohio, without regard for its conflict of law rules. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Ohio, located in Cuyahoga County, Ohio.

IN WITNESS WHEREOF, the undersigned have set their respective hands on the dates set forth below.

PARISH

DJ

by: _____ by: _____

Print Name: _____ Print Name: _____

Position Title: _____ Position Title: _____

Date: _____ Date: _____