

Employment Agreement

Contracted Disc/Video Jockey Agreement

Supafly Promotions (Mobile Dj Entertainment)

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This Agreement is made between Supafly Promotions LLC herein after referred to as Company, and herein referred to as Contract employee. The Company has established policies and standards to ensure proper conduct of business and safety of its contract employees and clients. Employment with Company is subject to compliance with the following terms and conditions:

A. Employer is engaged in Mobile Disc and Video Jockey Services.

B. Contract employee is willing to be employed by employer, and employer is willing to employ contract employee, on the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, employer and contract employee covenant and agree as follows:

1. AGREEMENT TO EMPLOY AND BE EMPLOYED

Employer hereby employs contract employee as Disc Jockey, Karaoke Jockey and/or Video Jockey and contract employee hereby accepts and agrees to such employment.

2. DESCRIPTION OF CONTRACT EMPLOYEE'S DUTIES

Subject to the supervision and pursuant to the orders, advice, and direction of employer, contract employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by employer.

3. MANNER OF PERFORMANCE OF CONTRACT EMPLOYEE'S DUTIES

Contract employee shall at all times faithfully, industriously, and to the best of his or her ability, experience, and talent, perform all duties that may be required of and from him or her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at such other place or places as employer shall in good faith require or as the interests, needs, business, and opportunities of employer shall require or make advisable.

4. DURATION OF EMPLOYMENT

The term of contract employment shall be "at will" according to the employment guidelines for the State of Nebraska.

5. COMPENSATION; REIMBURSEMENT

Employer shall pay contract employee and contract employee agrees to accept from employer, in full payment for contract employee's services hereunder, compensation at a minimum starting rate of _\$75.00_Dollars per event/gig, payable the day of event/gig or no later than 5 business days after. This starting rate may increase, but never decrease, at any time due to event size, location and/or duration. In the event of client issue for gig contract employee has performed at, compensation may change if client requests refund from company and company feels (with cause) that contract employee has not fulfilled required duties. In addition to the foregoing, employer will reimburse contract employee for any and all necessary, customary, and usual expenses incurred by him or her while traveling for and on behalf of the employer pursuant to employer's directions.

6. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS

Contract employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

7. TERM AND CONDITIONS OF EMPLOYMENT AGREEMENT

- Contract employee agrees to not be employed by any other Nebraska State licensed mobile disc jockey business and or entertainment company (within a 60 mile radius of downtown Omaha, NE) while employed by Supafly Promotions. Contract employee can on his or her own accord obtain disc jockey business for themselves if they choose.
- Contract employee shall not falsify or destroy Company's or clients, or fellow contract employee's property.
- Contract employee (if using company equipment) shall not leave company equipment unattended at events/gigs except to use restroom or to retrieve food or drink.
- Contract employee shall not allow anyone, access to company equipment. (no exceptions)
- Contract employee shall arrive at assignments 30 minutes prior to scheduled start time (unless otherwise stated by the client for the event)
- Contract employee shall adhere to any dress code requirements made by the client for the event/gig.
- Contract employee accepts responsibility for any and all materials, supplies, and equipment loaned and or provided for any engagements serviced by Supafly Promotions and/or its affiliates.
- Contract employee shall keep all Company paperwork, policies, procedures, pricing, and marketing strategies and practices confidential and proprietary.
- Contract employee shall be monetarily accountable for damage incurred to Company property should the damage occur as a result of contract employee's negligence.
- Contract employee shall cease performance during an event in which he/she deems a real or implied threat or injury or harm to him/herself or Company equipment music or videos. Contract employee shall resume performance immediately after the client resolves the threatening situation.
- Contract employee compensation and payment is on a per event/gig basis. Payments for any events will be discussed with contract employee prior to gig/event acceptance.

- Contract employee understands that if payments exceed \$600.00 for a calendar year, contract employee will receive a 1099-tax form at year end.

7A. Use of contract employee's own or company personal computer, sound and lighting equipment.

Contract employee, at all times, will treat company equipment with care and respect. In the event of an issue, with contract employee's damaged or stolen equipment, company will reimburse contract employee the paid value of their equipment. **Company does carry liability insurance.** This coverage, covers contract employee for the arrival to their contracted event and the duration of their event only.

8. NON COMPETE AGREEMENT

During Employment. Contract employee shall not engage, directly or indirectly, as a contract employee, officer, director, partner, manager, consultant, agent, owner or in any other capacity, in any competition with Supafly Promotions or any of its subsidiaries. (Only exception to this, is engaging in this outside a 60 mile radius, from downtown Omaha, NE) Any other exceptions to this must be made in writing, to be included in the last section of this agreement.

9. TERMINATION OF EMPLOYMENT AGREEMENT

Supafly Promotions may at any time during the Term, by notice, terminate the employment of Contract employee for malfeasance, misfeasance, or nonfeasance in connection with the performance of Contract employee's duties, the cause to be specified in the notice of termination. Also Supafly Promotions may terminate based on any willful and intentional act having the effect of injuring the reputation, business, and business relationships of Supafly Promotions.

10. CONTRACT EMPLOYEE'S COMMITMENTS BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT

Contract employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.

11. CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

12. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or

obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

14. CONTRACT GOVERNED BY LAW

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Nebraska.

BINDING EFFECT OF AGREEMENT

Exceptions to this agreement:

[Any exceptions to this agreement will be stated in this section.](#)

The parties agree that the provisions of this Agreement are valid, legally binding obligations of each of the parties hereto, fully enforceable in accordance with the terms hereof.

WHEREAS, intending to be fully bound by the provisions hereof, the parties have set their hands to this instrument as of the day and date set forth below, which date shall be deemed the date of acceptance of this Agreement.