



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-43**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND BEACH
BOY ENTERTAINMENT FOR D.J. SERVICES FOR THE ANNUAL 5K RACE IN
THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY**

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and Beach Boy Entertainment for D.J. services for the Annual 5K Race in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and Beach Boy Entertainment for D.J. services for the Annual 5K Race in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 10th day of March, 2025

Robert Boldt, President of Council

 March 10, 2025
Samuel J. Alai, Mayor Date

 March 10, 2025
Attest: Robin Parsons, Clerk of Council Date



Samuel J. Alai, Mayor

CITY OF BROADVIEW HEIGHTS
9543 Broadview Road
Broadview Heights, OH 44147
(440) 526-4357
(440) 717-4004 Fax
cityhall@broadview-heights.org
www.broadview-heights.org

Date: February 27th, 2025

To: Samuel J. Alai, Mayor
Members of Council

From: Amanda Hutcheson, Parks and Recreation Director

Re: **AGREEMENT WITH BEACH BOYS ENTERTAINMENT**

The Parks & Recreation Department is requesting Council's authorization to enter into an agreement with Beach Boys Entertainment for DJ services for the 5K on Thursday, July 10th, 2025 from 5:00-7:00PM. Contract is attached.

BEACH BOYZ ENTERTAINMENT

DJ CONTRACT

THE BEACH BOYZ ENTERTAINMENT SERVICE, AS AN INDEPENDENT CONTRACTOR, AGREES TO PROVIDE ENTERTAINMENT THROUGH THE PLAYBACK OF RECORDED MUSIC FOR THE UNDERSIGNED PURCHASER.

A NON-REFUNDABLE DEPOSIT OF \$ _____ IS REQUIRED TO SECURE AN EVENT.

THE REMAINING BALANCE FOR AN EVENT IS DUE FOUR WEEKS PRIOR TO THE EVENT.

IF PURCHASER CANCELS THIS AGREEMENT WITHIN NINETY DAYS OF THE CONTRACTED DATE FOR ANY REASON, FULL PAYMENT OF THE TOTAL CONTRACT WILL BE REQUIRED. IF THIS AGREEMENT IS SIGNED WITHIN NINETY DAYS OF THE CONTRACTED DATE ANY CANCELLATION WILL REQUIRE FULL PAYMENT.

ALL SONG REQUESTS & EVENT INFORMATION MUST BE MADE A MINIMUM OF 3 WEEKS PRIOR TO ANY EVENT DATE IN ORDER TO GUARANTEE THAT WE WILL HAVE THE SONGS FOR THE EVENT. IF A CLIENT FAILS TO PROVIDE THEIR SONG CHOICES IN TIME THEY WILL BE LIMITED TO THE SONG SELECTION ON HAND AT THE EVENT.

IT IS THE CLIENT'S RESPONSIBILITY TO CLEAR PERFORMANCE TIMES & OBTAIN PERMISSION TO USE ANY EFFECTS (I.E. FOG, BUBBLES, SNOW, LIGHTING, SCREEN, ETC) WITH VENUE MANAGEMENT PRIOR TO BOOKING. NO REFUNDS OR CREDITS WILL BE GIVEN FOR PERFORMANCES THAT DON'T START OR END ON TIME, OR FOR ANY EFFECTS THAT CAN'T BE USED DUE TO VENUE RESTRICTIONS.

WE REQUIRE ACCESS TO THE PERFORMANCE LOCATION 1 HOUR PRIOR TO ALL EVENT START TIMES. IN ADDITION, WE REQUIRE A DEDICATED 20AMP ELECTRIC OUTLET WITHING 25FT OF THE SET UP LOCATION & ONE (6 FOOT OR LARGER) TABLE TO BE PLACED IN THE PERFORMANCE AREA. IN THE EVENT THAT THESE ITEMS ARE DELAYED OR NOT MADE AVAILABLE OUR START TIME WILL BE ADJUSTED ACCORDINGLY WITHOUT A REDUCTION IN OUR FEE OR EXTENTION OF OUR END TIME.

ALL N.S.F. CHECKS THAT ARE RETURNED TO THE BEACH BOYZ ENTERTAINMENT SERVICE ARE SUBJECT TO A \$40.00 HANDLING FEE IN ADDITION TO ANY BANK IMPOSED FEES.

A NON-REFUNDABLE \$100.00 DOLLAR FEE IS REQUIRED TO ENSURE A SPECIFIC ENTERTAINER FOR YOUR EVENT. IF FOR ANY REASON THAT SPECIFIC ENTERTAINER CAN NOT PERFORM AT YOUR EVENT YOU WILL BE REFUNDED THE FULL \$100.00 AND, AT THAT TIME WE RESERVE THE RIGHT TO ASSIGN A COMPARABLE ENTERTAINER WITH NO ADDITIONAL DISCOUNTS TO THE ORIGINAL CONTRACTED FEE.

ANY PERSON PERFORMING AT AN ENGAGEMENT IS FREE TO CEASE SERVICE BY REASON OF THREATS TO THE PERFORMER'S PERSONAL SAFETY OR THE SAFETY OF THE EQUIPMENT, WITHOUT ANY PENALTY, OBLIGATION, OR LIABILITY WHATEVER. NOT WITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY.

THE CLIENT IS RESPONSIBLE FOR PROVIDING ADEQUATE SHELTER FOR THE PERFORMER & EQUIPMENT AT ANY OUTDOOR EVENT. OUR COMPANY RESERVES THE RIGHT TO CANCEL ANY OUTDOOR EVENT, WITHOUT A REFUND, DUE TO INADEQUATE SHELTER AND/OR INCLEMENT WEATHER CONDITIONS.

THE CLIENT AGREES TO ASSUME THE RESPONSIBILITY FOR ANY DAMAGE OUR EQUIPMENT CAUSED BY YOU OR YOUR GUESTS. YOU WILL BE CHARGED \$25 FOR ANY INSTRUMENTS STOLEN BY YOUR GUESTS.

THIS CONTRACT AS A WHOLE CONSISTS OF THE ENTIRE AGREEMENT BETWEEN YOU (THE CLIENT) AND THE BEACH BOYZ ENTERTAINMENT SERVICE. THIS CONTRACT REPLACES ANY PREVIOUS WRITTEN OR VERBAL AGREEMENTS. ANY SPECIFIC CONDITIONS, TERMS, OR REQUESTS MUST BE ADDED TO THIS CONTRACT TO BE VALID.

THESE CONDITIONS HAVE BEEN EXPLAINED TO THE PURCHASER ON THE DATE BELOW. BOTH PARTIES HAVE AGREED TO ABIDE BY ALL CONDITIONS SET FORTH ABOVE.

EVENTS INCLUDE A SINGLE SET UP. IF A SYSTEM NEEDS MOVED DURING AN EVENT AN ADDITIONAL CHARGE IS REQUIRED

BEACH BOYZ INITIALS _____

PURCHASER INITIALS SM

DATE 3/10/2025

PLEASE MAKE ALL CHECKS PAYABLE TO "BEACH BOYZ ENTERTAINMENT SERVICE"
2364 SECOND STREET, CUYAHOGA FALLS, OHIO 44221 PHONE - 330.794-5339
WWW.BEACHBOYZENTERTAINMENT.COM