

Event Service Agreement Terms & Conditions

The Event Service Agreement guarantees that Got DJ? Productions LLC will be ready to perform at the start time of the event. No guarantee is made as to Got DJ? Productions LLC time of arrival; however, Got DJ? Productions LLC requests that they be permitted up to two hours before the event for setup and up to one and a half hours after the event for takedown. If Purchaser or venue requires Got DJ? Productions LLC to complete setup more than two hours before the start time, or to postpone takedown more than one and half hours after the end time indicated, the additional time must be stated in the Event Service Agreement at time of signing. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated at an Overtime Rate as stated on the Event Service Agreement.

In the event of non-payment, Got DJ? Productions LLC retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Got DJ? Productions LLC. Purchaser shall be charged \$40 for each bounced check plus a \$10 service charge for each collection notice.

Purchaser shall provide Got DJ? Productions LLC with safe and appropriate working conditions. It is understood that if this is a "Rain or Shine" event, Got DJ? Productions LLC compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter and sufficiently grounded electrical outlets for setup area. The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions.

In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Got DJ? Productions LLC reserves the right to deny any guest access to the sound system, music recordings, or other equipment. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of Got DJ? Productions LLC, while on the premises of said event, if damage is caused by Purchaser, guest, members of his/her organization, or any other party in attendance, whether invited or not.

The Purchaser shall at all times have complete direction and supervision of the performance of Got DJ? Productions LLC at this event and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Got DJ? Productions LLC. All music requests must be included in the Planning Form provided by Got DJ? Productions LLC at least two weeks prior to the date of the event for it to be included in Got DJ? Productions LLC programming guidelines. Got DJ? Productions LLC shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable.

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. Purchaser agrees that in all circumstances, Got DJ? Productions LLC liability shall be exclusively limited to an amount equal to any fees paid previously up to the total of the Performance Fee. The purchaser and DJ agree that the Event Service Agreement is not subject to cancellation unless both parties have agreed to such cancellation in writing prior to 30 days before the event. In the event the Purchaser breaches the agreement, he or she shall pay the DJ the full amount set forth in the Event Service Agreement as "Total" as liquidated damages. All deposits are nonrefundable if cancelled within 30 days of the event unless Got DJ? Productions LLC cancels the event.

No performance of the event shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Got DJ? Productions LLC relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the purchaser and by Got DJ? Productions LLC as promotional material without individual consent or compensation of participants of the event.

By executing the Event Service Agreement as Purchaser, the person executing said agreement, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age. The laws of the State of Colorado shall govern the Event Service Agreement. In the event of suit involving or relating to the Event Service Agreement, Purchaser agrees that venue will be in Arapahoe County. In the event that a civil action arises in an effort to enforce any provision of the Event Service Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

Got DJ? Productions LLC may elect not to exercise their rights as specified in the Event Service Agreement. By doing so, Got DJ? Productions LLC does not waive their right to exercise those options at a future date.

Purchaser may not transfer the Event Service Agreement to another party without the prior written consent of Got DJ? Productions LLC. The Event Service Agreement is not binding until signed and Got DJ? Productions LLC has received it. Any changes must be written and signed by both the Purchaser and Got DJ? Productions LLC. Oral agreements are non-binding. All attached riders are an integral part of the Event Service Agreement. The Event Service Agreement will supersede any other agreement. If any part of the Event Service Agreement is illegal or unenforceable, the remaining provisions of the Event Service Agreement will remain valid and enforceable to both parties. The Event Service Agreement and Terms and Conditions contain the entire agreement between the parties. Any statements, promises, or inducements made by either party, agent or representative, which are not contained in the Event Service Agreement or Terms and Conditions, shall not be valid or binding. The Event Service Agreement shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.