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Songbirds & Sunshine Entertainment, LLC – Terms & Conditions

Effective Immediately

By booking our services or using our website, you agree to the following Terms and Conditions. Please review them carefully.

1. Event Space and Equipment Requirements

We provide all necessary equipment to ensure a successful event. To support our setup, we require:

- A minimum 10' x 10' space or booth area.
- Access to at least two nearby electrical outlets.
- Advance notice as to whether your event will be indoors or outdoors and confirmation that power will be available.

If a generator is required, one can be provided for a \$125 rental fee (for powering our equipment only).

Live music and cabaret services require:

- A 15' x 10' hard surface staging area and nearby electrical outlets.
- A private dressing area for performers.
- For outdoor events, a covering to protect our equipment (we can provide a tent for a \$50 rental fee).

For events lasting four hours or longer, a meal for the entertainer(s) is required.

2. Setup and Breakdown Requirements

To ensure a smooth and professional experience:

- Setup (load-in): Minimum 2 hours prior to event start.
- Breakdown (load-out): Minimum 1 hour after event conclusion.

Failure to provide sufficient setup/breakdown time may impact service quality.

3. Model Release

By booking our services, you grant Songbirds & Sunshine Entertainment, LLC the irrevocable right to use photographs and recordings from your event in all forms of media for advertising, promotion, trade, exhibition, and any lawful purpose.

We may grant image use to third parties; all compensation and credit remain our property. You waive the right to inspect/approve final versions or accompanying written copy. This release is binding on you and your legal representatives.

4. Travel Fees

Events located more than 25 miles from Bristow, Virginia will incur additional travel fees, which will be clearly stated in your event quote.

5. Payment Policy

Payment for all events is due on or before the event date.

If payment is not received by the event date, the following late fee schedule applies after a 15-day grace period:

Days Past Service Date Late Fee Amount

1–15 Days (Grace Period) No Late Fee

16–29 Days \$100

30–45 Days \$250

46–90 Days \$500

91+ Days \$250 + \$50 per day overdue

Example: $100 \text{ days late} = \$250 + (10 \times \$50) = \750 Late Fee.

6. Cancellation Policy

We understand plans may change. All cancellation requests must be submitted in writing to <u>djsonia3000@gmail.com</u> or sales@djsonia3000.

- 30+ days before event: Full refund, minus 10% administrative fee.
- 15–29 days before event: 50% refund of total service fee.
- 8–14 days before event: No refund; full payment due.
- Within 7 days of event: No refund of any monies paid, plus a \$150 cancellation fee (payable immediately).

If the event is canceled due to extreme weather, natural disasters, or other uncontrollable circumstances, we will reschedule at no additional cost, subject to availability.

No-shows or failure to provide required setup conditions (e.g., power access, adequate space) will be treated as cancellations with no refund.

7. Changes to Event Details

All changes to event details—including location, setup requirements, or event timing—must be submitted in writing at least 14 days prior to the scheduled event date. While we will make every effort to accommodate last-minute requests, we cannot guarantee approval or availability. Changes made within 14 days of the event will be subject to cancellation fees and/or additional charges.

8. Dispute Resolution and Legal Fees

In the event of a dispute that cannot be resolved through mutual agreement, the parties agree to engage in mediation. If mediation fails and legal action occurs, the successful party will be entitled to recover legal and attorney fees.

9. Severability

If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions remain in full force and effect.

10. Force Majeure

If Songbirds & Sunshine Entertainment, LLC cannot perform due to fire, casualty, strike, civil disturbances, Acts of God (including but not limited to road closures, severe traffic, fire, terrorism), illness of the entertainer, or other causes beyond our control, any monies paid (minus expenses) will be refunded. No further liability will apply.

11. Liability

While we take every precaution for a safe and successful event, Songbirds & Sunshine Entertainment, LLC is not liable for:

- Property damage caused by venue conditions or third parties.
- Power outages or electrical failures beyond our control.
- Weather-related disruptions to outdoor events unless otherwise specified in the service agreement.

Clients are responsible for providing a safe environment and following all venue policies.

12. Acceptance of Terms

By booking services or attending an event hosted by Songbirds & Sunshine Entertainment, LLC, you acknowledge you have read, understood, and agreed to these Terms & Conditions.

13. Legal and Binding Agreement

This Agreement contains the full understanding between Songbirds & Sunshine Entertainment, LLC and the Client. Changes must be made in writing and signed by both parties. Waiving one provision does not waive any other.

Contact Information

Email: djsonia3000@gmail.com or sales@djsonia3000.com

hone: 571-771-7032