

Xcite Entertainment LLC

The Following contract and terms will set forth an agreement between Xcite Entertainment (Provider) and (Client) for services at an event location agreed upon in contract. This written contract sets the full intention of both parties and supersedes all other written and/or oral agreements between the parties.

Service Period

Xcite Entertainment requests that they be permitted at least 90 minutes before the event to set up and at least 75 minutes after the event to take down. Xcite Entertainment is responsible for the delivery, setup, and breakdown of equipment during the scheduled time and date of services. Service hours are counted as consecutive hours with no breaks in run-time unless otherwise arranged in written contract. If the DJ or Photo Booth equipment is inoperable 100% of the event or in an emergency, we cannot perform services for your event, we will refund the entire cost of the agreed upon price. We are not liable for any other costs above and beyond our service fee. If we are unable to provide services, we will find another professional DJ and/or photo booth company to provide services.

Provisions, Space & Power for DJ Equipment and Photo Booth

1. A 6-foot table to be within 10 feet of a power outlet (110V, 5 amps, 3 prong outlet).
2. Dinner be provided for DJ and or Photo Booth Operator if event exceeds 3 hours.
3. The client is responsible for providing a solid level area large enough for the Equipment, protected from rain, wind and other elements.
4. The client is responsible for any damages caused to Xcite Entertainments equipment during the rental period by you or your guests.
5. Our staff will be onsite to make sure the equipment is fully operational. Please inform us of any special requests you may have regarding the event venue.
6. If any other musician or performer wishes to use our equipment, client is responsible for any damages made by said musician or performer.

Service Discontinuation

Xcite Entertainment reserves the right to discontinue services at any such time during the event that the Provider feels that the integrity or safety of the Provider and/or Xcite Entertainments equipment is compromised. In the event services are discontinued, Client will not receive a refund in part or in full. Such acts can include severe weather, violence or riot etc.

Damage to Providers Equipment

Client acknowledges responsibility for any damage or loss to the Providers equipment caused by any misuse of the Providers equipment by Client or its guests, any theft or destruction of equipment including but not limited to DJ equipment, Up Lighting, computers and microphone, and any other equipment that is being used for client's event.

Payment

A non-refundable deposit is due upon signing this contract to secure your event date. The remaining **balance is due 14 days before the event**. There will be a \$100 fee added for all returned checks. Xcite Entertainment reserves the right to seek legal means to recover the remaining balance of the total amount for services and any court and legal fees resulting from such legal means.

Acceptable payment methods

- Checks can be made out to: Xcite Entertainment LLC
- Mail to: W224N2593 Springwood Ln Waukesha, WI 53186.
- If you prefer to pay with a credit card, we can email an invoice but there will be a 5% processing fee.
- Credit card payments can be made through PayPal, QuickBooks, or Venmo

Date Changes and Cancellations

Any request for a date change must be made in writing at least 90 days in advance of the original event date. Change of date is subject to providers availability. If there is no availability for the alternate date, the deposit shall be forfeited, and event canceled. Cancellation occurring less than 120 days prior to the event date shall forfeit all payments received. In the event of an emergency, which can

include but is not limited to: severe health issues, extreme weather (tornado, fire), or military leave/reasons, Xcite Entertainment can determine if a full refund shall be granted. Any canceled services exceeding \$300 will result in a \$150 fee since the service or equipment could have been used at another event. This agreement cannot be canceled except by mutual written consent of both the client and Xcite Entertainment.

Indemnification

1. Client agrees to and understands the following: Client will indemnify provider (Xcite Entertainment) against any and all liability related to Clients event during or after Clients event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client.
2. Client will indemnify Provider against any and all liability associated with the use of pictures taken by Xcite Entertainment, its representatives, employees or affiliates at Clients event.

Miscellaneous Terms

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under the Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceable of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration.

Model Release

Client hereby grants Xcite Entertainment the right and permission to copyright and use, photographic portraits or video of any guest who may be included intact or in part, made through any and all media now or hereafter known for illustration, advertising, or any other purpose. In addition, Client hereby agrees to release, discharge and save harmless Xcite Entertainment video or pictures from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

Client				
Phone				
Email				
Event Date				Time:
Location				
DJ Services	Ceremony	Cocktail	Dinner	Reception
Photo Booth	Hrs:	Video:	4x6:	Video:
Up Lights	How Many:		Marquee Letters:	
Additional Services	Slideshow/Projection services:		Pipe & Drape:	
	Monogram Projection:		Bubble Machine:	
	Wedding Wheel:			
	LED Dancefloor:			
DJ Total: \$	Photo Booth Total:		Package Deal: \$	
Deposit: \$	Total: \$		Balance: \$	

Client _____ Date _____

Client _____ Date _____

Xcite Entertainment _____ Date _____

Spencer Dominguez - Phone: 262-391-5774
www.xciteentertainment.com Email: Spencer@xciteentertainment.com
Make Checks Payable to: Xcite Entertainment LLC
Mail to: W224N2593 Springwood Ln, Waukesha, WI 53186
All Credit Card Transactions will be subject to a 4% Transaction fee