

Got DJ? Event Group, LLC Event Service Agreement Terms & Conditions

This Event Service Agreement sets forth the terms and conditions between Got DJ? Event Group, LLC and the Purchaser for event services. By signing this Agreement, the Purchaser agrees to the following terms:

1. Performance and Setup

1.1 Performance Readiness: Got DJ? Event Group, LLC guarantees readiness to perform at the event's scheduled start time. While every effort is made to arrive early, specific arrival times cannot be guaranteed. If Got DJ? Event Group, LLC fails to be ready due to circumstances within its control, a partial refund equivalent to 20% of the performance fee may be offered.

1.2 Setup and Takedown: Setup requires up to two hours before the event, and takedown requires up to 1.5 hours after the event. If the Purchaser or venue requires earlier setup or delayed takedown, this must be stated in the Agreement, and additional fees may apply. Delays caused by the Purchaser or venue may incur additional charges.

1.3 Extended Performance: Requests for extended performance will be accommodated when feasible, at the agreed Overtime Rate as specified in the Agreement.

2. Payment and Non-Payment

2.1 Payment Terms: Payments must be made as per the schedule outlined in the Agreement. Non-payment may result in service cancellation.

2.2 Penalties for Non-Payment: Got DJ? Event Group, LLC reserves the right to pursue collection through legal channels. The Purchaser will bear all associated costs, including court fees, legal fees, and a \$40 fee for bounced checks plus a \$10 service charge per collection notice.

3. Safety and Equipment Use

3.1 Safe Conditions: The Purchaser shall provide a safe and suitable work environment, including overhead shelter and grounded electrical outlets for outdoor events. Protective barriers around equipment may be requested to prevent tampering or accidental damage.

3.2 Weather-Related Cancellations: For outdoor events, Got DJ? Event Group, LLC reserves the right to suspend or cancel performances if weather conditions pose safety risks. The determination will be made by Got DJ? Event Group, LLC in consultation with the Purchaser or venue representative.

3.3 Guest Interactions: For liability and safety, guests are prohibited from tampering with Got DJ? Event Group, LLC equipment. Damages caused by attendees will be the Purchaser's responsibility.

3.4 Insurance: Got DJ? Event Group, LLC maintains liability insurance that covers injuries or damages directly caused by its operations up to \$1,000,000. It is recommended that the Purchaser secure event insurance to cover other unforeseen circumstances, including attendee-related incidents.

4. Music Selection and Supervision

4.1 Music Requests: Music requests must be submitted at least two weeks before the event using the provided Planning Form. Got DJ? Event Group, LLC will endeavor to accommodate requests but cannot guarantee availability.

4.2 Purchaser Supervision: The Purchaser retains full supervision of Got DJ? Event Group, LLC's performance, including music direction, within the scope of the Agreement.

4.3 On-the-Spot Changes: While Got DJ? Event Group, LLC will attempt to adapt to real-time requests during the event, this is subject to technical and logistical feasibility. Examples include adjusting playlists or prioritizing specific song genres.

5. Contingencies and Force Majeure

5.1 Unforeseen Circumstances: Got DJ? Event Group, LLC is not liable for non-performance due to conditions beyond its control, including accidents, acts of God, power outages, or civil disturbances.

5.2 Equipment Failure: In the event of technical issues, Got DJ? Event Group, LLC will make every effort to resolve the problem promptly. Alternative arrangements may include substituting equipment, adjusting the performance format, or rescheduling part of the event where feasible. If no solution can be found, a refund proportional to the time lost will be issued.

6. Termination and Refunds

6.1 Cancellation by Purchaser: Cancellation must be made in writing. Deposits are non-refundable if cancellation occurs within 30 days of the event. Cancellations earlier than 30 days may qualify for a partial refund of up to 50%, depending on the circumstances and costs incurred by Got DJ? Event Group, LLC.

6.2 Cancellation by Got DJ? Event Group, LLC: If Got DJ? Event Group, LLC cancels the event, all payments received will be refunded in full.

7. Recording and Promotions

7.1 Recording Restrictions: Recording or broadcasting the performance without prior written consent from Got DJ? Event Group, LLC is prohibited.

7.2 Promotional Use: Got DJ? Event Group, LLC may use photographs and videos of the event for promotional purposes. Purchasers may opt out by submitting a written request at least one week prior to the event. Got DJ? Event Group, LLC will confirm receipt of such requests in writing to ensure mutual understanding. Pending confirmation, such media will not be used for promotions.

8. Legal and Administrative Provisions

8.1 Jurisdiction: This Agreement is governed by the laws of the State of Colorado, with venue in Arapahoe County.

8.2 Age Requirement: The Purchaser must be at least 18 years old.

8.3 Amendments: Changes to this Agreement must be documented in writing and signed by both parties.

8.4 Transferability: This Agreement is non-transferable without prior written consent from Got DJ? Event Group, LLC.

8.5 Indemnification: The Purchaser agrees to indemnify and hold harmless Got DJ? Event Group, LLC against any claims arising from attendee actions or third-party incidents at the event.

9. Entire Agreement

This document constitutes the entire agreement between the parties. Any verbal or written statements not included herein are non-binding. If any provision is found unenforceable, the remaining terms remain valid.