

## **TERMS and CONDITIONS**

1. **ALL AROUND SOUND** works on a first come first serve basis. A deposit payable by check, cash, or money order, made payable to **Keith Plante**, secures the date, if still available. Deposit is **NOT refundable**. Client is responsible for full payment if cancellation is within 45 days of the date of the function.
2. The balance of the performance fee must be paid at least 45 days prior to the event. Only cash and/or money orders will be accepted on the day of the event and must be given to the D.J. prior to commencement of services.
3. Extended services shall be provided at an hourly rate determined prior to contracting services, to be paid prior to the performance of extended services.
4. Your DJ requires access to the event location at least 90 minutes prior to the contracted start time, and 60 minutes after the event for takedown.
5. Client shall ensure that, (1) the performance facility provides D.J. with one sturdy six or eight foot table within 25 feet of two 110 volt outlets (3 prong grounded). (2) Reasonable steps will be taken to protect **ALL AROUND SOUND** DJ equipment, personnel, music, and that crowd control will be provided if warranted. (3) For outdoor performances, that shelter is provided that completely covers and protects **ALL AROUND SOUND** DJ equipment from adverse weather conditions (i.e.: direct sunlight, rain, snow, excessive winds). Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions.
6. In the event of circumstances deemed by **ALL AROUND SOUND** to present a threat or implied threat of injury or harm to **ALL AROUND SOUND** staff or any equipment in **ALL AROUND SOUND** possession, **ALL AROUND SOUND** reserves the right to cease performance. If client is able to resolve the threatening situation in a reasonable amount of time (within 20 min.), **ALL AROUND SOUND** shall resume performance in accordance with the original terms of this agreement.
7. To prevent equipment damage or liability arising from accidental injury to any individual attending the performance, **ALL AROUND SOUND** reserves the right to deny any guest access to the sound system, music, recordings, or other equipment. **ALL AROUND SOUND** cannot be responsible for injuries to guests while using fog or bubble machines.
8. Client must provide **ALL AROUND SOUND** with directions to the event and must provide free and secure parking for two (2) **ALL AROUND SOUND** vehicles.
9. Functions over 20 mile radius from our office will incur fuel surcharges of \$1.00 per mile.
10. Client is responsible for paying any charges imposed by the function/parking facility. These charges may include, but are not limited to: parking, use of electric power, fire marshal, security services, and time before and after the event utilized by **ALL AROUND SOUND** for setting up and taking down equipment.
11. In the event of a power failure (ie: weather storm), or temporary power outage (ie: rolling blackout), the client is responsible for full payment to **ALL AROUND SOUND**.
12. Please sign and return one copy of agreement with reservation fee within 14 days to secure date.
13. The terms and conditions are not binding until the contract is received signed by the client. ANY changes MUST be agreed upon between **ALL AROUND SOUND** and the client in writing at least 48 hours before the start of the event.
14. In the event of non-payment by client, **ALL AROUND SOUND** retains the right to attempt collection through the R.I. court system. Client will be responsible for all court fees, legal fees, and collection costs incurred by **ALL AROUND SOUND**. Client shall be charged \$25.00 for each returned check plus a \$7.00 service charge for each collection notice.
15. The laws of the state of Rhode Island shall govern this agreement. In the event of litigation involving or relating to this agreement, client agrees that venue will be in Providence County.