

BOOKING TERMS AND CONDITIONS

Please read and ensure that you fully understand the all implications of these Terms and Conditions before signing and returning this contract.

1. Terms used in this contract. **“The Customer”** will be the person signing this contract and undertaking to abide by all details, terms and conditions detailed herein. **“The Supplier”** or **“Disco Culture (Trading Name Of Squeezernet Limited)”** will be the company providing the services to or on behalf of **“The Customer”**. **“The Contract”** refers to this document.

2. Disco Culture will hereby agree to provide a DJ Service for the Customer at the venue location detailed in the Event Details section of the contract overleaf.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format. The format can be of any type including CD, Vinyl, Minidisc or Digital Media i.e. MP3.

4. If not specifically requested or agreed, the customer shall be responsible for ensuring that the Venue has the correct and relevant music licenses for the event.

5. Disco Culture hereby agrees to render professional services and will, at all times, have complete control of the program.

6. The Parties hereby agree that the DJ Service shall be provided and accepted on the event date(s) and time(s) of the engagement detailed overleaf.)

6. The Customer in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration: A non-refundable deposit detailed in the “Financial Details” of this contract and is required to secure the services of Disco Culture for the engagement. This amount shall be applied toward the Total Event Price detailed overleaf.

7. Services requested that exceed the Start / End Time detailed in the contract will be charged at the rate overtime rate detailed overleaf. This overtime charge will be payable to the DJ undertaking the event and MUST be payable in CASH. A minimum of half hour increments will be applied and will be calculated pro-rata on the hourly overtime rate shown on the contract and also dependent upon the duration exceeding midnight. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

8. 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. If such circumstances arise, all reasonable efforts will be made Disco Culture to find replacement entertainment at the agreed upon fees. Should Disco Culture be unable to procure a replacement, The Customer shall receive a full refund. The Customer agrees that in all circumstances, Disco Culture liability shall be exclusively limited to an amount equal to the performance fee and that Disco Culture shall not be liable for indirect or consequential damages arising from any breach of contract.

9. All deposits are non-refundable if cancelled within 30 days of the engagement unless the DJ cancels the

engagement.

10. No performance on the engagement 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 Disco Culture relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

11. The Customer and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Customer breaches the contract, he or she shall pay the Disco Culture the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable legal fees.

12. It is hereby further agreed; that the Customer shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Customer or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

13. It is understood that if this is a "Rain or Shine" event, Disco Culture compensation is in no way affected by inclement weather. For outdoor performances, The Customer shall provide overhead shelter 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. The DJ's compensation will not be affected by such cancellation.

14. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Disco Culture staff or any equipment in Disco Culture (Trading Name Of Squeezernet Limited)'s possession, Disco Culture reserves the right to cease performance. If the Customer is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Disco Culture shall resume performance in accordance with the original terms of this agreement. The Customer shall be responsible for payment in full, regardless of whether the situation is resolved or whether Disco Culture resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Disco Culture reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

15. The Customer shall provide Disco Culture with safe and appropriate working conditions. This includes a 12-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Disco Culture requires a minimum of two 15-20-amp circuit outlet from a reliable power source within 10 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the customer. Three circuits are preferred, where possible. Additional outlets on SEPARATE circuits for

lighting (if contracted for) are required. Customer shall provide crowd control if warranted; and furnishing directions to place of engagement. Customer is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

16. The Customer shall at all times have complete control, direction and supervision of the performance of Disco Culture at this engagement and the Customer expressly reserves the right to control the manner, means and details of the performance of the services of Disco Culture. A written event/music planner or music request list must be received from the Customer and forwarded to Disco Culture at least two weeks prior to the date of the engagement for it to be included in Disco Culture programming guidelines. With or without the aid of an event/music planner or music request list, Disco Culture shall attempt to play Customer's and Customer's guests' music requests but shall not be held responsible if certain selections are unavailable. Disco Culture will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

17. All payments must be received prior to any entertainment taking place. If paying by cheque, the cheque must be received at least 10 working days prior to the event and be cleared through the banking system at least two working days before the event date. If paying in cash, the balance can be paid on the day of the event, but must be paid prior to any entertainment taking place. Any deviation from this will result in Disco Culture refusing to perform and any balances already paid will be non-refundable.

18. In the event of non-payment, Disco Culture retains the right to attempt collection through the courts. Customer will be held responsible for all court fees, legal fees, and collection costs incurred by Disco Culture. Customer shall be charged £25 for each bounced cheque plus a £7.50 service charge for each collection notice.

19. This agreement guarantees that Disco Culture will be ready to perform at the start time of the engagement. No guarantee is made as to Disco Culture time of arrival; however, Disco Culture requests that they be permitted 90 minutes before the engagement and 90 minutes after the engagement for setup and takedown. Disco Culture also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labour will be charged at the rate of £50.00. If the Customer or venue requires Disco Culture to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time may be charged at the rate of £50.00 per half-hour, unless previously arranged.

20. Engagements within a 10 mile radius of Malton, North Yorkshire (YO17 8EL) will not be assessed a travel charge. Services requiring travel outside of this area will be charged at £0.40 per mile in excess of 10 miles. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for Disco Culture and is to be provided and paid for by the Customer.

21. By executing this contract as Customer, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

22. All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

23. The laws of the United Kingdom shall govern this agreement. In the event of suit involving or relating to this agreement, Customer agrees that venue will be in North Yorkshire.

24. The Customer agrees to defend, indemnify, assume liability for and hold Disco Culture harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Disco Culture's performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay any legal fees and court costs of the prevailing party.

25. Customer may not transfer this contract to another party without the prior written consent of Disco Culture. This agreement is not binding until signed by both the Customer and Disco Culture, and both parties have received the contract signed by both parties. Any changes must be written and signed by both the Customer and Disco Culture. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

26. Disco Culture may elect not to exercise their rights as specified in this agreement. By doing so, Disco Culture does not waive their right to exercise those options at a future date.