

# 2 X-treme, Inc. 'Small Print Page 1 of 2'

<http://www.YourDJMC.com> \* YourDJMC@YourDJMC.com

Direct 516-889-4395 \* Toll-Free 888-835-2474 \* Fax 866-264-3682

Celebrating our Second Decade – 24 Hours, Servicing 12 States, 12 Languages, 2 Countries & London!

1. **Accepting The Contract:** We do NOT hold any entertainers under any circumstances, verbal or otherwise, without a signed contract & deposit. We reserve the right, to give the date & specific entertainers away **without** contacting you. We will not process a deposit unless we are able to fulfil the contract. There are no exceptions for any reason. No person or employee can supercede this policy. Deposits can not be refunded under any circumstances, including change of heart.
2. **Oral Warranties:** No agent, employee, or representative of 2 X-treme, is authorized to make any oral warranties or representations with regard to services performed and 2 X-treme, will not be responsible for, nor bound by, any such warranties or representations.
3. **Payment:** A deposit of approximately 20% is required, made payable to **2 X-treme Entertainment Productions, Inc.** Balance is due when equipment **ARRIVES** and **BEFORE** event starts. This is the point where we discuss all final event plans and complete all financial obligations. We do not want to interrupt you at the end of the affair while you bid your guests thanks. We accept bank certified check, money order or cash (the day of the event, no exceptions – you will be asked to find an ATM – the entertainers will not play and are not allowed to violate this policy, doing so will result in their immediate termination from the company, please don't put your entertainers in this situation). Personal/Business Checks & Credit Cards must be submitted with all contact information and 3 digit security code at least 5 full days prior. There are no refunds.
4. **Fees:** Your account will be considered delinquent if you fail to pay us the amount due **BEFORE** event start. Returned check fees and/or charge back fees from credit cards are the customers responsibilities and must be paid or will be considered part of the balance. A \$35 Late Fee will be charged immediately (and monthly thereafter). Overdue balances are compounded and assessed at 21% APR of the outstanding balance, beginning immediately.  
We offer a 3.5% Cash Discount Price (reflected on your contract). If you choose to pay by any other means we reserve the right to remove this discount. This is legal in New York State. This is not a Credit Card surcharge (which is illegal as defined by the Truth in Lending Act, 1984). We are a service company, which means we do not collect sales tax on ANY service you retain from us. If we supply taxable products, you will be charged New York State tax if you reside in this state.
5. **Delivery, Set up and breakdown:** Delivery and set up may be at an earlier hour or day, especially during Shabbos, breakdown will be at the end of job or at a later time or day. Certain services will require more time for preparations and we must have the following times to properly perform contracted services. Client is solely responsible for providing reasonable access to the facility, including freight elevators, freight doors, informing us if there are any steps, etc. Client is ultimately responsible for items that will not fit due to width or height restrictions (i.e. projector screens height clearance of ceiling, dunk tank width clearance, etc.). There will be an additional charge of \$25 for **STEPS** and/or obstructions on some items, per occurrence, per equipment item if **NOT** disclosed to us prior to affair date. We will also contact catering facilities prior to your date. Halls often book events BEFORE/AFTER your and do not disclose that this time is not allotted.
6. **Location/Electric:** Shall be supplied by you within 25 feet of each item. For maximum safety and proper performance, components, lighting, audio, video, etc. must be supplied with separate and independent lines. If generators are needed they can be supplied at an additional fee, subject to availability. We will contact catering facilities prior to date also. We may need up to 140 Amps or power (7 separate lines). If there are specific rules that reside at the location that conflict with our show that are not disclosed prior to arrival, we will abide by the location rules, even if you have paid for a service.
7. **Rain Date/Natural Disasters:** We will honor a rain date, although the same equipment and staff may not be guaranteed. If your specific equipment is not available we have the right to substitute of equal value, at our discretion (however, we will notify you of ANY changes). It is agreed that we will be allowed to substitute equipment which may be of greater or lesser value with no increase or decrease in balance of job. Once staff arrives at the warehouse and vehicles are loaded, a rain date will not be honored. Rain dates must be notified at least 24 hours prior to the start of the affair. We are not responsible for Acts of God, riots, strikes, labor difficulties, epidemics, any act of order or any public authority or any other cause, similar or dissimilar, beyond the control of either party. We can provide an underwriter for insurance which covers catastrophic events. Please remember, we are not responsible for any disasters above. We will hold your deposit, without loss of it for future bookings.
8. **Sponsor Advertising:** Sponsor specifically agrees that in any newspaper or other advertising on Sponsor's behalf during the term of this agreement, the phrase "Entertainment Provided by" shall be featured.
9. **Liability:** The client hereby releases and forever discharges 2 X-treme, their respective officers, agents, representatives, and employees from any and all liability, losses, costs, expenses, causes of action, claims and suits for property damage, theft of property or bodily injury (including death) arising in connection with the DJ's performance of services hereunder, unless such damage, theft or injury is caused by the negligent acts or omissions of 2 X-treme, their respective officers, agents, representatives, or employees, in which use the foregoing release shall not apply to the negligent party but shall remain applicable to the non-negligent party.  
The client shall indemnify and hold harmless 2 X-treme, their respective officers, agents, representatives, and employees from any and all liability, losses, costs, expenses, including reasonable attorney's fees, causes of action, claims and suits based upon the negligent or intentional acts or omissions of the DJ, its officers, agents, representatives, and employees, arising in connection with the DJ's performance of service hereunder.
11. **Arbitration Provision:** If Arbitration is chosen by our company with respect to a

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claim, the right to litigate that claim in court or have a jury trial on that claim is null. Further, you will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision may be final and binding. Note that other rights that you would have if you went to court may also not be available in arbitration. NAF Code, rules and forms can be obtained by visiting [www.arbforum.org](http://www.arbforum.org).

**12.** If the Contracting Party or any outside artist, performer, friends, waitstaff, management, crew, agents or anyone else associated with the Contracting Party, damages any property in any way, 2 X-treme Entertainment Productions, Inc reserves the right to hold responsible, the contracting party, for the damages incurred.

**13. Governing Law and Legal Venue:** If a court outcome is decided, all parties hereby irrevocably agree that this AGREEMENT shall be governed by the laws of the State of New York, of the United States of America, and the venue for any and all legal actions brought under this AGREEMENT shall be the courts for the County of Nassau, State of New York.

**14. Specific Performance and Expectations:**

**14A. Sickness/Illness:** The DJ may at its discretion provide a qualified substitute in the event of illness or accident.

**Unsafe conditions:** If any guests or persons make threats or inappropriate comments to any of the entertainers, including male or female dancers, that makes them question their safety at the affair, we reserve the right to remove the entertainer from your affair without discounting any portion of the balance of the affair. This also encompasses any illegal activities, socializing, nudity, profanity, or fireworks.

**14B Smoking Affairs:** If your affair will be held in a facility or boat that allows smoking, or a barbeque/smoke grill will be nearby, we MUST be notified ahead of time. Due to health concerns, some entertainers, including Chris, are unable to perform under those conditions, a replacement will be made available prior to start.

**14C. Taking Breaks:** Your DJ, MC, dancers, etc. performers are entitled to the normal labor laws of New York State. Our entertainers currently do not take breaks. Either way, there will be continual music throughout the affair. Bands may substitute pre-recorded music at pre-determined times during the affair.

**14D. Music Request/Planner Guarantees:** Music, planner and speeches MUST be submitted 2 weeks prior to affair, if this is not completed, we can not guarantee all music will be on hand. We do NOT guarantee to play all or any of the music. Candle lighting songs may be played more than once in the evening (if popular). If a specific portion of the song should be played (i.e. chorus) it must be disclosed prior. Planner must also be finalized, if any changes are made, and most times things change, we will do our BEST to accommodate. We must have a COPY of the Candle Lighting Songs, Artists and Speeches. Above all else, the entertainers will have sole discretion over the music.

**14E. Feeding Entertainers:** While it is always appreciated, we do not assume we will be fed. It's not always advantageous to feed the entertainers, most times, we are fed after your guests, which means, we are still eating while you are ready to dance, if the facility automatically includes dinner for vendors, it is recommended the entertainers get fed prior to your guests, so we are ready to perform as soon as you are done eating. Some facilities will make tables up in separate rooms for vendors. If it is a buffet, our entertainers wait until the line is finished and grab a light snack. Our suggestion: Always ask or inform your entertainers of what you may want to do, some of the entertainers DO NOT eat at all during events, no matter if it's included, or if it's offered. Once again, let me repeat some of our entertainers DO NOT eat at affairs. With plates ranging in the triple digits, feeding a few more entertainers may not be what you want to do. Keep the cost of the plates and put it towards something else, our entertainers would definitely prefer a gratuity.

**14F. Gratuities:** Based solely on the client. However, we know clients often ask, what is 'average' - the average is about 10%-15% (similar to dining out) of the total which would be split up evenly among the staff. Side-tipping is also allowed (as in tipping the DJ, MC, dancers, etc. different amounts). For example, assuming you enjoyed yourself: a \$2500 package is approximately \$250-\$375: tipping the DJ and Dancers \$50 and the MC \$100 is greatly appreciated; any other 'extras' would appreciate \$20-\$25. Limousine gratuities are not optional, all other services are left up to the discretion of our clients. As a guide, all entertainers here would rather you put the cost of feeding them into a tip. Regardless of what you decide, if you are happy with the services, please come up and let us know, it means a lot.

**14G. Recording:** The performance to be rendered pursuant to this Agreement is not to be recorded or transmitted unless by written agreement by the DJ.

**15. OTHER:** This is a fully integrated contract. It is further understood that this AGREEMENT contains the whole AGREEMENT between Obligor and contracted party and this document supercedes any other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this contract, not expressly set forth herein. Furthermore, this AGREEMENT may not be modified, amended, changed, or altered except in writing executed by all parties. If one or more of the provisions of this contract is held invalid, unenforceable or illegal in any respect, the remainder of this lease shall remain valid and in full force and effect. Hey did you really, really, really, really, really read this?

Signature

Print Name

Date