Andrew Curotto

516-439-8269

DJRescueNY@gmail.com

Terms & Conditions

**1.    The Balance of payment is DUE IN CASH/CHECK/CREDIT prior on the affair date.  All overtime should be paid prior to the completion of the affair. (WE DO NOT ACCEPT PERSONAL CHECKS)

2.    Our DJ, MC AND STAFF are to be offered a meal at your affair.

3.    In the event the customer cancels the contract, NO REFUNDS will be made of deposits.

4.    In the event of customer cancellation within 21 days of the contracted affair, customer agrees to forfeit any and all payments. (excluding rain dates)**

 **5.    Permission is given to Andrew Curotto to disclose any information, exhibit letters, photos, and/or videos of affairs, as samples of my work.

6.    CONTRACT IS VALID RAIN OR SHINE IF NO RAIN DATE IS AGREED UPON

7.    Andrew Curotto is not responsible should injury occur to unauthorized persons tampering with any equipment.

8.    Client understands and agrees that all inflatable rides, tent rentals, photo booths, lighting etc. are sometimes sub- contracted, and that Andrew Curotto holds no liability for those companies. Each independent company has there own insurance and should any injury occur with sub-contracted equipment the company providing the equipment is held liable.

9.    Andrew Curotto Shall not be held liable for the failure to furnish services caused by any reason outside the control of Andrew Curotto, including but not limited to strikes, hurricanes, fires, blackouts, and any other calamity which might be considered an act of god, mechanical or equipment failure.

10.     Any person and/or entities contracting with Andrew Curotto Agrees to limit any and all liability to only the amount paid for the said contracted event or services.

11.   Andrew Curotto will be entitled to reasonable legal fees, including, but not limited to attorney fees, court costs, ect. In the event of a breach of contract by the contracting party.

12.    For Business checks: (When negotiated prior) A 1.5% surcharge will be applied per month on all balances past due.

13.    The Facility will allow us access to set up equipment in the room of the affair at least one hour prior to the contracted start time of said affair. (Video equipment will require 2 hours)

14.    DJ will be allowed to set up no more the 25 feet from a 110-volt outlet (3 prong grounded).  Unless this is an outdoor event, then it will extend to 50 Feet.  Voltage must comply to with 110-volts and must not be lower the 100-volts loaded.

15.    Facility meets all federal and state safety regulations and has all appropriate music licenses and performance permits.

16.    Reasonable steps will be taken to protect our equipment, personnel, and music, crowed control will be provided if warranted.

17.    For outdoor performances,  The DJ is to be placed on Pavement or Deck with a covering(NOT IN GRASS AREAS)

18.    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.

19.    In the event of circumstances deemed by myself or my staff to present a real or implied threat of injury or harm to our staff, equipment, or recordings, then we reserve the right to deny any guest access to recordings or equipment.

20.    In the unlikely event our performance is delayed do to our negligence; liability is limited to providing client with performance time equal to time lacking.

21.    Placement and power are not our responsibility.  We will not be held liable for any delay due to elements beyond our control, such as but not limited to, weather, placement, non-power etc.**

**22. RAIN DATE CLAUSE: In the event of rain being a reason that a party gets canceled, The client can reschedule the party for up to 6 months after party date for the same price. All staff for the event will always try to accommodate before resorting to canceling a party! If an employee deems it not safe for said employee to have equipment out in the rain, the employee reserves the right to stop and pack his equipment up. That is why we require a covering for the DJ even if no rain is predicted.**

 **By Signing below you have read and accept all terms of our Terms & Conditions**

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