

Policy Statement

Terms of Service

This document summarizes information, terms, conditions, and statements of policy which may be contained in our contract agreements, website postings, publications, other materials. It also addresses circumstances which might arise in the course of business. Throughout this document, the words we, our, and us, refer to Proformance. The words you, yours, client, renter, and customer, refer to the you the purchaser individually and/or severally if on behalf of a business or other organization.

CONTRACT

The completion of a contract is required prior to all services rendered including: disc jockeys, lighting, rentals, and other such related services. Your signed contract must be returned to us along with any required deposit in order to to perfect your reservations. We may provide specific time limitations or deadlines under which our contract offer will be honored, and we may revoke or amend our offer at any time should you fail to respond within the time frame allowed. (see: revocability)

In circumstances under which the normal contract process cannot proceed, such as when services are requested and rendered with immediate urgency, the default terms of our basic and usual contract for such services shall apply. Acceptance or use of the services shall constitute assent to those terms.

Revocability

Your contract offer will be valid only within a specific time frame. To perfect the agreement you must sign and return your contract to us along with any required deposit within that time frame. We may withdraw our offer should you fail to do so.

If we make subsequent offers, we will not be bound by the terms of any previous offer. If your contract and deposit are received after the specified time frame has expired we may at our option choose to accept or reject the agreement in its entirety. You would be notified and your deposit (if any) returned in such case where your contract offer had expired and we chose not to accept your confirmation.

Substitution

Entertainment contracts will include a protection clause whereby we will make every reasonable effort to provide equivalent alternate entertainment upon advice, and in the event that the designated performer is unable to perform. Any such substitution would be subject to your approval, and at no additional cost to you.

Proformance cannot guarantee the availability of designated performers and reserves the right of substitution to deal with instances of detention due to illness, accident, labor dispute, conflict of interest, or other circumstance which may arise. Customers sole recourse absent the availability of similar substitute entertainment shall be a refund of the deposit and any payments made prior to the event date.

Change of Service

We will make every effort to accommodate changes in the services you hire, schedule permitting, and subject to availability of labor and resources. Call us early with any changes. The greater the lead time the better able we will be to accommodate your needs.

Changes of date, time, or venue, may create schedule conflicts. In such circumstances we cannot guarantee the availability of all performers and all featured services. You would be notified if changes to your event require substitution or omission with regard to any portion of your service.

Extension of Time

Proformance reserves the right to limit service to the hours contracted in advance. You may however, with the express consent of the manager of the facilities in which your event is held, and our schedule permitting, request an on-site extension. Such an extension will be at the sole discretion of the performers or staff serving your event, except that any such extension must be paid at the overtime rate designated by your contract. Overtime rates are generally higher than the rate that would apply had the additional time been booked in advance.

Limit of Liability

Our liability for failure to perform in whole or in part, any portion of the agreement or services requested, or failure of any performer to render service with respect to any subjective standard, is limited to the face value of the contract for those

services. Proformance makes no guarantee of suitability for a particular purpose, and no assurances of any specified outcome with regard to entertainment services hired.

Transfer

Entertainment contracts, rental agreements, and other service agreements are non-transferable, and the obligations of the purchaser named in those agreements may not be transferred to, or assumed by any third party. Rented equipment may not be sublet

Persons who contract services for the purpose of resale, incorporation into larger offerings, for any agency, or on behalf of any third party, assume all responsibility for claims or disputes arising from the resale of those services, or from the failure of any performer to render service with respect to any third party's agreed upon, or subjective standard.

DEPOSIT

Certain minimum advance deposits may be required to reserve our disc jockey, lighting, rental, and other services. Advance deposits are reservation surety, and are non refundable in the event of cancellation, postponement, or other condition which might void our obligation to deliver or perform the agreed upon service.

Reservation deposits will be applied toward the final balance due, however such deposits when required for the reservation of equipment rental shall not be deemed to be in lieu of security or other deposits and charges assessed for damage, late return, or other condition specific to that rental. The amount of any required deposits will be expressly disclosed in the agreement or contract form.

Deposit Amount

The minimum required deposit for most disc jockey services shall not be more than 25% of the total contracted price, except where the amount in excess of 25% pertains to the purchase of non-returnable or non-refundable retail goods on behalf of the client, or represents non-refundable costs incurred by nature of the agreement

The minimum required reservation deposit for rental services may vary with the nature of the product or services hired. In most cases this shall not exceed 50% of the total contract price, except where the amount in excess of 50% represents non-refundable costs incurred by nature of the agreement, or for the purchase of non-returnable retail or wholesale goods on behalf of the client.

Deposit Paid Using Credit Card

We accept major credit cards including Visa, MasterCard, American Express, and Discover, for payment of any or all deposits and the balance of purchases. Credit cards presented for payment of disc jockey, lighting, rental and other services to be rendered at a future date shall be billed only for the minimum deposit required to secure the reservation of those services, provided that: the date on which the services are to be rendered is not within ten days of the date the card is presented for payment, and/or the customer has not specifically authorized prepayment, or any charge amount in excess of the minimum required deposit.

Deposit by credit card as stated for other deposits above, is reservation surety and is non-refundable. The receipt of credit card information does not itself constitute a valid deposit. Deposit shall be deemed received when the authorized charges are approved and the funds are made available to us by the appropriate merchant service or issuing bank.

You may elect at the time of deposit to have the remaining balance automatically charged to your credit card on the date that it becomes due (generally 10 days prior to the event), and/or may prepay your account at any time without risk of forfeiture on any amounts in excess of the minimum required deposit and incurred costs as described above.

Waiver of Deposit

We may at our discretion waive the deposit required for reservation without waiving any of our other rights under the service agreement. Waiver of deposit is not a reduction of any amounts due, or release from liability for other amounts assessed under the terms of the agreement including but not limited to late payment or returned check fees, assessments for damage, late returns, or other accrued charges. There is no circumstance under which a waiver of deposit is automatic, and a waiver of any required deposit should not be assumed as a result of our failure or inability to collect said amount in advance.

Transferability of Deposit

Deposits may be carried forward in the case where an event is postponed and rescheduled within 6 months of the original date. To qualify the event rescheduled must be substantially the same event originally postponed except for change of venue or time. Transferability of deposit does not apply to rental reservations.

Deposits or other prepayments which pertain to the purchase of non-returnable or non-refundable retail goods on behalf of the client, or non-refundable costs incurred by the nature of the original agreement are non-transferable and not

recoverable. Transferability of deposit will not apply to any postponed event deemed to have been terminated early. (see: Cancellations)

CANCELLATION

Notice

You may cancel your event at any time, however any required deposits, payments, or balance due as of the date you serve us with notice of cancellation will become immediately due and payable.

Settlement

Unless otherwise specified in the agreement, if notice of cancellation occurs more than ten days prior to the event date, only the minimum required deposit, and/or any amounts which pertain to the purchase of non-returnable or non-refundable retail goods on behalf of the client, or non-refundable costs incurred by the nature of the original agreement are non-refundable and not recoverable. Payments received in excess of the minimum required deposit and other incurred costs will be refunded.

Unless otherwise specified in the agreement, if notice of cancellation occurs within ten days prior to the event date all payments received to date are non-refundable and non-recoverable. Any remaining balance will be due and payable in full.

Early Termination

Unless otherwise specified in the agreement, when an event is cancelled or discontinued after it has already commenced; whether voluntarily, or due to weather, accident, act of God, insufficient participation, civil disobedience, citation, order of any public authority, or other circumstance not the direct result of our failure, inability, or unwillingness to deliver the agreed upon services, it shall be deemed to have been terminated early.

In such cases all payments received to date will be non-refundable and non-recoverable and any remaining balance will be due and payable in full. Transferability of deposit will not apply to postponement of an event deemed to have been terminated early.

PAYMENT

Method

Payments may be made by check, cash, money order, or major credit card including Visa, MasterCard, American Express, and Discover. Payments made at the time of delivery or for extension of service (overtime, etc) must be by check, cash, or money order.

When due

Any required deposit must be returned along with the contract agreement or paid at the time of signing in order for your reservation to be valid. For disc jockey and related services the remaining balance will be due ten days prior to the event. Terms are net 10 days.

For rental products and services the remaining balance is due and payable upon delivery or receipt of the rented merchandise. Any additional charges assessed for damages, or late return will be billed separately. (See additional information about rentals.)

Payment for products and merchandise will be due and payable at the time customer takes possession of such goods, or at the time such goods have been released for shipment to the customer via common carrier. Prepayment may be required for certain specialty goods, including but not limited to themed or dated merchandise, imprinted products or novelties, and custom fabricated goods, decor, and/or patterns.

Late fee

Invoices outstanding 30 days or more will accrue late fees at the rate of 1.5% monthly. Customer will be responsible for any additional recovery and court costs, legal fees, or other expenses involved in the collection of any overdue amounts.

Return check charge

A \$20 dollar fee will be added for any checks returned unpaid for any reason. Proformance reserves the right to rescind any contract offer, or to restrict payment options where any checks presented for deposit are returned for insufficient funds.

INSURANCE

We are commercially insured by Fireman's Fund Insurance Company and represented by R.V. Nuccio & Associates Insurance Brokers, Toluca Lake, CA. 91602

Certificates

Certificate of insurance is available upon request to current holders of a contract offer for any of our entertainment and related services. To obtain a certificate of insurance call us at 978-549-8837.

Exclusions

Our insurance coverage is not extended on behalf of customers hiring equipment rental services. Equipment rented is deemed to be in the custody and care of the rental customer and/or his designated agents. Customer is solely responsible for the full replacement value of equipment lost or damaged during the rental period, and if the equipment is to be used in commerce, any business related activity, or at any public facility, customer warrants that they are insured for such purpose.

LINKING TO OUR SITE

To link to our site please use our main gateway address at <http://www.proformance.net> You can also link directly to a relevant page, but please be advised that you would not be notified of page changes or deletion.

Your link to our site must not be structured or placed in such a manner as to appear as an endorsement of any other product or service.

If a graphic link is used it should contain our logo. Right click the image above and copy to your clipboard.

Links to your site

To have a link of your own placed on our site send a complete description along with your link to sales@proformancedj.com for review. Links to external sites are placed only on our resource page.

To qualify for inclusion links must be to related information or services of pertinent interest or convenience to our customers, and of a non-competing nature.

We may reject, alter, or remove, at our discretion any link submitted for consideration or included on our site at any time. Posting of a link on our site does not constitute an affiliation with or endorsement of any product or service, and does not guarantee any future postings of the same or any other link.

MUSIC SELECTIONS

Content Advisory

Music selections containing explicit or profane language are not regularly included among our music libraries. Clients and their guests may provide their own material for program inclusion, however Proformance - through the discretion of its DJs reserves the right to limit; restrict; or refuse play of any material which may be

- Offensive to the sensibilities of any of the audience present;
- inconsistent with the guidelines set forth by the event planners;
- specifically marked with any advisory or content warning label;
- unmarked or otherwise content indeterminate.

This is not a guarantee of suitability of all program material for any particular audience, and no assurance with regard to material content; the elimination of profanity; or elicit audience response, should be implied. Proformance makes every effort to define its programming to the constraints set forth by the event planners and within the bounds of propriety and good taste.

Copyrighted Musical Works

Proformance maintains multiple music libraries comprised of original compact discs and only authorized professional monthly music subscription services. We're committed to providing you a safe, fair, and conscientious disc jockey service while also providing the best in digital audio quality.

Recordings

We do not provide recordings of DJ performances, compilations of copyrighted musical works, or duplicates of karaoke tracks. Please contact your local music retailer to obtain a copy of the musical works in question.

Proformance can provide remote and studio recording, or CD duplication services for your original material, performances, or other non-copyrighted works. For additional information or to obtain a quote for a specific project contact: sales@proformancedj.com

CREDIT CARDS

Acceptance

We accept major credit cards including MasterCard, Visa, American Express, and Discover for all payments or deposits, subject to verification and approval by the issuing bank. There is no additional fee for payment with a credit card. (Note: you may accrue regular interest charges on your credit card account as assessed by the issuing bank.)

Refusal

We may refuse to accept any credit card for payment where: authorization cannot be obtained; the card appears to be altered or mutilated in any way; the expiration date has passed; the card is unsigned or the signature on the card does not match the signature of the sales record; or where the identity of the cardholder cannot be verified, or the cardholder and purchaser are not the same person.

Verification

In an effort to reduce credit card fraud we may request additional information before accepting your credit card. For orders placed by mail, telephone, email, our website, and/or where the ship to address is different from the billing address, we may request a faxed signature and photocopy of the credit card being used. These precautions are in the interest of protecting you, our customer, as well as ourselves. We appreciate your understanding.

PREVIEWS of SERVICE

Private events

We do not allow clients to preview our services by attending or visiting an event at which we are entertaining. Most of the events at which we entertain are private and we are at that time under the employ of the event sponsor. It is inappropriate for us to use our event schedule as a sales tool. Our performances are tailored specifically to meet the guidelines set forth by our client, and not to enhance our image - we expect our DJs to focus entirely on the job at hand. Furthermore, we perform at over 300 events each year and receive many times that number of inquiries. Allowing previews of this nature would be overwhelming to both our clients and our staff.

References

We can provide a list of recent references related to the type of event you are planning, or specific to a particular DJ you have requested. Our list is compiled based on clients who have given us permission to include their information for this purpose. Customers with a pending entertainment agreement may obtain a list of references by contacting our office. To preserve the privacy of our past clients references are only released upon request and mailed under separate cover rather than included with sales literature.

Some clients on our lists may not be available due to address/phone changes (as might follow a wedding). We generally include enough references to compensate for any outdated information. If you experience problems please contact us for additional references.

Names are added and dropped from our list of references on a rolling basis. Some clients may never be called, while a few may be called a few times within a year of their event. If you experience problems with calls seeking a reference, or would like to be eliminated from these lists please contact our office. Please remember that references are released only upon request to our most serious new customers. The largest portion of our schedule is repeat customers and referrals.

PRIVACY

At Proformance we respect your privacy whether you're a first-time visitor or a dedicated customer. We do collect information from you, but our policy is to ensure that all personal information remains private to the extent that customers and visitors wish it to remain private. To earn your trust and confidence in our site, we are disclosing our privacy practices and the uses of the information we gather.

To protect your privacy, Proformance provides a notice and a link to this privacy notice on all pages where we collect personal identifying information. We will use personal identifying information about you in a manner consistent with this Privacy Notice.

If you have any questions regarding this Privacy Notice, please contact us at: privacy@proformancedj.com

How we use your information

Proformance collects information from all visitors to our site, including IP address, operating system, and browser software. Using your IP address, we can determine your Internet Service Provider and your geographic location. This information reflects the population as a whole rather than focusing on individuals, and we use it to identify the most popular areas on our Web site and evaluate the effectiveness of our pages.

Proformance does not collect or store the e-mail addresses of people who communicate with us via e-mail; we use the addresses only as needed to respond to customer requests.

Information collected through online forms

We may obtain personal identifying information which includes: home or other physical address, phone number, and other information when you complete and submit one of our online forms. We collect this information at various locations throughout the site, including: information request forms, booking requests, reception planners, and emails. We give notice at each location that asks for personal identifying information that such information will be used only for the purposes stated at the location of the collection, and/or within this Privacy Statement. When we collect personal identifying information, you will always have the choice of whether or not to provide it. However, you may not be able to receive certain information or services without providing the information requested.

We use this information only for our own administrative purposes and sales response. We do not collect information for marketing purposes, resale, distribution or use by any third party.

External Links

Please be aware that Proformance does not control the acts of other web sites. You should be aware that when you link, or click on ad banners, they might go to other sites not operated by Proformance. These outside parties may have different privacy policies from those of Proformance. If you are asked to divulge personal identifying information at any point outside Proformance, please be aware that privacy policies other than our own may apply to the collection and use of that information. Proformance does not control and does not assume any responsibility for any actions of third parties sites

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