

access, most of our devices contain approximately 20,000 song files. If you and your guests tastes in music are unique, we will be prepared with the song lists/genres provided.

MUSIC - SONG MIXING

Just as music is subjective to taste, so is song mixing and our DJs all know how to effectively transition between songs to eliminate silent gaps, rapidly queue songs up, and other standard mixing practices. Your DJ will quickly and efficiently gauge your crowd to determine which level of mixing is appropriate in addition to general music genres.

MUSIC - SETUP LOCATION

Service is for a single location. If we are required to move equipment or bring additional equipment for sound coverage in a separate location of the venue, be sure to add those services on before your event date.

MUSIC - SETUP/BREAK DOWN

We require a 2 hour window before the event to allow for set up and sound checks and at least 1 hour to break down and pack up equipment before venue requires everyone to be out.

BOOKING/PAYMENTS/DEPOSITS

[1] Carl Calcara and Raytown South Middle School agrees to pay Levity Events a total of \$550.00 by 10/10/2018. Carl Calcara and Raytown South Middle School acknowledges that their event is not booked until the non-refundable \$275.00 deposit is received, unless otherwise arranged in writing. Once the deposit and a signed agreement are received by Levity Events, services are considered "BOOKED".

[2] Any balance left after 10/10/2018 is subject to a \$25 per diem late fee. Should collection efforts be required, Carl Calcara and Raytown South Middle School agrees to cover expenses associated with collection efforts including, but not limited to, legal fees for both parties.

[3] The \$550.00 fee covers all services rendered as well as any reasonable travel expenses Levity Events staff may incur including overnight accommodations if necessary. Gratuity is not included but *Is* welcomed.

[4] In the event this agreement is not signed within 30 days of receipt, it will expire, along with any available promotions and subsequent agreements will be at current rates and available promotions.

CANCELLATIONS/DATE CHANGES

[5] Because Levity Events begins turning away potential clients once your date is booked, your deposit is non-refundable. Carl Calcara and Raytown South Middle School may cancel by 7/12/2018 for a 50% refund of collected payment(s) above and beyond the initial deposit. Refund will be distributed to Carl Calcara and Raytown South Middle School within 7 days of cancellation. Cancellation must be in writing (mail or email) and the refund will be provided in the same form payment was received. If Carl Calcara and Raytown South Middle School cancels after 7/12/2018, no refund will be issued and all remaining balances become due immediately.

[6] Date changes are subject to availability and a \$350 administrative fee.

[7] In the extremely unlikely event that your assigned Levity Events staff is unable to fulfill their duties, a suitable replacement will be provided immediately at no additional charge to Carl Calcara and Raytown South Middle School.

WORKING CONDITIONS

[8] Carl Calcara and Raytown South Middle School will supply Levity Events staff with ample room, power source and suitable protection from any elements which could be hazardous to persons or equipment. Levity Events staff reserves the right to refuse or delay service if placement of staff or equipment is hazardous or unsuitable in any way.

[9] For venues that do not offer complimentary parking to vendors, a parking pass shall be provided for all Levity Events staff who will be working the event.

LIMITATION OF LIABILITY

[10] Carl Calcara and Raytown South Middle School agrees to indemnify and hold harmless Levity Events for any damages, loss, expense, and liability resulting from injury to venue, site or persons or for any persons injured while attending the event unless it is explicitly due to Levity Events staff's negligence.

[11] Should any equipment owned by Levity Events become damaged by anyone involved with Carl Calcara and Raytown South Middle School's School Event, Carl Calcara and Raytown South Middle School shall remit payment for the full replacement value immediately. This includes inclement weather (rain, heat, etc.) for outdoor events.

[12] Should Carl Calcara and Raytown South Middle School choose to hire any of Levity Events's "Trusted Vendors", Levity Events shall not be held accountable or responsible for any dissatisfaction or quality of their goods or services.

[13] Every effort will be made to ensure quality service and production, however, Levity Events's liability for failure to meet expectations will be limited to a refund for the total amount Carl Calcara and Raytown South Middle School paid for the selected service(s).

[14] If Carl Calcara and Raytown South Middle School can not, in good faith, post 100% positive reviews online due to dissatisfaction with service, Carl Calcara and Raytown South Middle School agrees to seek resolution with Levity Events regarding any dissatisfactions with service prior posting unfavorable reviews.

MODEL RELEASE (Because you're a star!)

[15] Levity Events and its representatives may capture images at events in which we are working. For valuable consideration received, Carl Calcara and Raytown South Middle School grants to Levity Events and their legal representatives, the irrevocable and unrestricted right to use and publish photographs of Carl Calcara and Raytown South Middle School and Carl Calcara and Raytown South Middle School's guests or photographs of which Carl Calcara and Raytown South Middle School and Carl Calcara and Raytown South Middle School's guests may be included, for editorial, trade, advertising and any other purpose and in any manner and medium and to alter and composite the same without restriction and without my inspection of approval. I hereby release Levity Events and their legal representatives from all claims and liability relating to said photographs.

HARASSMENT

[16] Levity Events staff expects to be treated with respect by our clients, their guests and other vendors. In the event that Levity Events staff feels harassed (verbally or physically) the following procedure will take place:

[17] Levity Events Staff will notify Carl Calcara and Raytown South Middle School of the harassment and request a verbal warning be delivered to the harasser(s).

[18] Should it happen a second time, Levity Events staff will request the harasser(s) be removed from the premises so we can dutifully fulfill our obligations. Should Carl Calcara and Raytown South Middle School refuse to ask the harasser(s) to leave, Levity Events staff reserves the right to cease any and all services until harasser(s) leave or Levity Events staff may conclude their services for the day.

[19] Should Levity Events staff decide to leave, Levity Events shall not be held liable for any unfulfilled services.

SUBSTITUTIONS

[20] You may request a specific Levity Events representative (DJ, photographer, videographer, coordinator, etc) for your event, however, staff availability is subject to change and staff assignments are not guaranteed. All Levity Events employees are thoroughly vetted, trained and experienced enough to maintain our award-winning reputation and Levity Events reserves the right to replace your assigned staff member with an equally skilled individual should circumstances require such action.

BREAKS/FOOD

[21] Levity Events staff shall be allowed a total of 15 minutes in break(s) for every 3 hours of service. Music shall continue to play but all other services will cease during break(s). Breaks will be utilized at staff's discretion. For events serving food, non-alcoholic beverages and a meal will be provided for staff.

OFFICE HOURS/COMMUNICATION

[22] Levity Events's normal office hours are Monday thru Thursday, 10am(ish) to 5pm(ish) and is when we typically respond to messages. Fridays, Saturdays and Sundays are dedicated to events. Our office is closed on all major holidays.

[23] The preferred method of contact is via email to info@levityevents.com, although we will respond to any form of communication. (Calls, texts, social media messages, smoke signals, etc.)

[24] There are various seasons throughout the year which create a high volume of communications and we prioritize responses based on upcoming event dates.

SERVICE STIPULATIONS

[25]

ALTERNATIVE DISPUTE RESOLUTION

[26] In the event of any claim or controversy arising out of or relating to the Agreement, or a breach thereof, **Carl Calcara and Raytown South Middle School** and **Levity Events** shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association (AAA) under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved claim or controversy shall be settled by the AAA under its Commercial Arbitration Rules. The number of arbitrators shall be one, mutually selected and agreed upon by the parties. Each party shall be responsible for its own costs.

GOVERNING LAW

[27] This Agreement shall be governed by and construed in accordance with the law of the State of Missouri.

NON-ASSIGNMENT

[28] This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part by **Carl Calcara and Raytown South Middle School**.

SEVERABILITY

[29] If any provision or term of this Agreement is held unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of this Agreement, valid and enforceable.

ENTIRE AGREEMENT

[30] This Agreement constitutes the entire agreement between **Carl Calcara and Raytown South Middle School** and **Levity Events** and supersedes any prior or contemporaneous understandings.

HEADINGS

[31] Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

FORCE MAJURE

[32] **Levity Events** is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of nature or natural disasters, and other acts which may be due to unforeseen circumstances.

UPGRADES OR ADDITIONS

[33] **Carl Calcara and Raytown South Middle School** may upgrade or add on available services at any time leading up to the School Event. Should **Carl Calcara and Raytown South Middle School** wish to upgrade or add any services provided by **Levity Events** on the day of the School Event, **Levity Events** will do its best to accommodate **Carl Calcara and Raytown South Middle School's** request. **Levity Events**, however, cannot guarantee the upgraded and/or additional services requested will be provided. All upgrades or additions will be subject to an additional cost due within thirty days of the conclusion of the event.

ACCESS TO THE PLANNING SUITE

[34] **Carl Calcara and Raytown South Middle School** will have access to our online planning suite and agrees to have this information completed by **11/2/2018** in time for the final planning.

By signing below, I agree to the terms and conditions set forth herein.

10/22/2018

<https://client.levityevents.com/esign.asp?id=50k6KWZe7BS9pACTkD2Af1Om1Xr1LG&action=print>

Client Name: X

KIM BIELAWSKI

Client Email: KIM.BIELAWSKI@RAYTOWNSCHOOLS.ORG

IP Address:

Date: 10/30/18

Time:

Kim Bielawski