



COMPANY POLICIES

1. Sidney Productions, LLC will provide a variety of live and/or prerecorded music, and/or sound reinforcement services. All selections will be played at the discretion of the entertainers. All musicians are entitled to a fifteen-minute break per hour of performing time and all disc jockeys are entitled to a fifteen-minute break for every two hours of performing time.
2. **The production personnel, entertainers' and/or musicians' obligations are subject to detention by sickness, inability to perform, accident, accident by means of transportation, traffic delays, Acts of God, riots, epidemics, emergencies, unsafe or unsecured locales, any act or order of any public authority or any other cause, similar or dissimilar, beyond their control.** If such circumstances arise, all reasonable efforts will be made to find a *similar and complete* replacement entertainment option at the agreed upon fees. If Sidney Productions, LLC is unable to offer a *similar and complete* entertainment option, then a *similar but partial* replacement entertainment option will be offered. Should Sidney Productions, LLC be unable to procure a *similar and complete* replacement entertainment option equivalent in value to the performance agreement **and** also be unable to procure a *similar but partial* replacement entertainment option to Customer, then Customer shall receive a complete refund. Should Sidney Productions, LLC procure a *similar but partial* replacement of the contracted entertainment, Sidney Productions, LLC will refund the difference in price between the contracted entertainment and the replacement entertainment. Please note, Customer will not be offered a complete refund if a *similar but partial* replacement entertainment option is available and the reason it is offered is specifically due to any detentions (of the *originally* scheduled entertainers) that are listed above in this paragraph. Sidney Productions, LLC shall retain the right to designate and change the performing personnel at any time when necessary to attempt to meet contractual obligations. Customer agrees that in any and/or all above circumstances, Sidney Productions, LLC's liability shall be exclusively limited to the refund of any monies paid toward the contracted amount on the performance agreement.
3. **All customer balances must be paid in full before entertainment services can be rendered. Payments made within ten business days of event must be in the form of cash, cashier check, or money order only.** Customer may cancel event and partially forfeit or completely forfeit his/their payments depending on time of cancellation as follows: *Fifty percent (50%) of the deposit amount is non-refundable once received by Sidney Productions, LLC. The entire deposit amount is non-refundable if customer cancellation occurs within three months of event. The entire contract fee is non-refundable and/or due if customer cancellation occurs within twenty-four hours of event, due to inclement weather, or for any other reason.* Sidney Productions, LLC does NOT guarantee availability if event is postponed. Cancellations must be made in writing via email or US mail only and are effective only by the original signed client on the performance agreement. Verbal, text, or other means of cancellation are not accepted.
4. **It is understood that this is a "Rain or Shine" event.** Regarding all outdoor events: If there is inclement weather which becomes too severe, at the sole discretion of Sidney Productions LLC, then all equipment & performances may need to be relocated to an indoor location provided by Customer. The time required to relocate equipment will be deducted from performance time. If no indoor location is available and weather becomes too severe to continue any performance, or inclement weather might damage any company equipment, Sidney Productions, LLC will be forced to cancel any remaining performance time. *Customer agrees that in any and all inclement weather related instances, Sidney Productions, LLC's compensation is in no way affected even if performance becomes delayed or cancelled due to these reasons stated within this paragraph.*
5. In the event of non-payment, Sidney Productions, LLC retains the right to attempt to collect payment through any legal means available, including but not limited to, collection agencies and court judgments. Customer will be held responsible for all court fees, legal fees, and collection costs incurred by Sidney Productions, LLC. Customer will be charged \$35 for each check returned by a financial institution. Sidney Productions, LLC may require prepayments of all outstanding balances because of any returned checks or non-payments. These payments will be due in the form of cash, money orders, or cashier checks only. In the event Customer fails to make deposit and / or balance payments by the "due dates" stated on the performance agreement, or makes any payments with a check that is returned, cancelled, stopped, and / or does not clear customer's bank, Customer is aware that he or she may forfeit the entertainment services agreed upon and forfeit any payments made prior to this inaction. Sidney Productions, LLC will attempt to contact Customer via phone, email, or US mail, for any lack of payment, and give fair warning that Customer's entertainment services may be forfeited if payment is not received, but cannot guarantee entertainment services will still be available if payment is late or not paid.
6. It is hereby further agreed; that the Customer shall be held liable for any injury or damages to Sidney Productions, LLC's entertainers, DJs, musicians, assistants, staff, and/or company property, while on the premises of the said event if damage is caused by Customer, guest, member(s) of his/her organization, event invitees, audience members, employees if event is held on customer owned or leased property, or any other party attending the event, whether invited or not. If ANY person mentioned in this paragraph performs a "Mic Drop," defined as an intentional releasing of any of our microphones to fall to the floor, Customer will be responsible to pay for a replacement microphone (or microphone system) regardless of whether the microphone involved demonstrates damage at the time of the incident.
7. Sidney Productions, LLC reserves the right, in good faith, to stop or cancel performance should bad weather, inappropriate audience behavior, or any other circumstance pose a potential threat or danger to any and all entertainers, musicians, DJs, assistants, staff, customers, guests, audience members, and/or company property, equipment or vehicles. Every effort will be made to continue the performance however, safety is primary in all decisions. Sidney Productions, LLC's compensation will not be affected by such cancellation. In the event of any and/or all of the above circumstances in this paragraph, Sidney Productions, LLC reserves the right to cease performance until the potential threat or danger is resolved. The Customer is responsible for all resolutions to problems inhibiting performance or services provided by Sidney Productions, LLC included in this paragraph. Customer shall be responsible for payment in full, regardless of whether the situation is resolved or whether Sidney Productions, LLC can or cannot resume performance.



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8. In-Person event consultations, client meetings, telephone requests, telephone consultations, and/or any other communication before event and/or performance, will be in length and duration prescribed by Sidney Productions, LLC to, in good faith, achieve the necessary preparation for the client's event. If client requests more time to consult or communicate with Sidney Productions LLC regarding the contracted event, additional fees may apply. **In-person consultations, event planning, and / or in-person meetings requested and paid for by client, may occur at Sidney Productions, LLC office, or another location, at most, not more than one hour's time travel time from Sidney Productions, LLC address as shown on contract.** If travel is requested by client to a location beyond the scope of the distance declared in this paragraph, additional fees will apply. *Please note, in person consultations and / or various other consulting for events, are not necessarily standard offerings upon booking, and may incur an additional cost if requested.*
9. Sidney Productions, LLC reserves the right to deny any and/or all guest or third-party access to the sound system, music recordings, or other company equipment, and/or work areas utilized by Sidney Productions, LLC. **At all times, ANY guest or third-party items or equipment must not be placed within 12' (feet) in any direction of Sidney Productions, LLC equipment and/or workspace. By way of example, video or photography personnel placing cases or equipment within these areas is absolutely prohibited.**
10. Customer shall provide Sidney Productions, LLC with safe and appropriate working conditions. **Sidney Productions, LLC requires a minimum of one 120 volt, 15-20 amp circuit outlet from a reliable power source within 50 feet of the setup area. This circuit must be free of all other connected loads.** Any delay in the performance or damage to company equipment due to improper power is the responsibility of the Customer. Two circuits are preferred, where possible. Total output wattage shall be determined by the Sidney Productions, LLC depending upon attendees and circuit outlets provided. If more than one 120 volt 15-20 amp circuit outlet is required to safely and effectively operate performance and sound equipment, Sidney Productions, LLC will specify at time of booking and Customer will have to provide such electrical requirements in order for Sidney Productions, LLC to provide agreed upon entertainment or production services. If there is a discrepancy in power requirements agreed upon and the electrical power available at time of event, and it is due to Customer's inability to provide correct and agreed upon electrical needs, Sidney Productions, LLC will attempt to work within the limitations of the power availability given. If Sidney Productions, LLC cannot perform contractual obligations in its entirety and/or partially, due to limitations as mentioned in this paragraph, Customer is still obligated to compensate Sidney Productions, LLC the total amount as stated in performance agreement. *If entertainment equipment including, but not limited to, speakers, amps, mixers, cd players, microphones, stands, cabling, instruments, lighting, and/or any other is furnished by customer and / or any agent of customer for Sidney Productions, LLC use, and there is any type of equipment failure delaying or terminating Sidney Productions, LLC ability to perform or function, Sidney Productions, LLC will not be held liable for equipment failure, nor inability to perform or function, and Customer is still obligated to compensate Sidney Productions, LLC the total amount as stated in performance agreement.*
11. **Customer is responsible for all reception facility, catering hall, recreation center, hotel, restaurant, or any other event location which is property not owned or leased directly by Customer [hereby known as Venue's] terms & conditions, rules, and restrictions pertaining to his or her hiring of entertainment or production companies. Customer is strongly advised to check with Venue before booking Sidney Productions, LLC entertainment services.** If there are any discrepancies between Sidney Productions, LLC's policies and Venue's terms & conditions, rules, and restrictions, Sidney Productions, LLC must be made aware prior to booking. If there are any discrepancies, Sidney Productions, LLC will attempt to accommodate and obey all Venue terms & conditions, rules, and restrictions where possible. Please be aware, to meet certain Venue requirements, additional fees may apply. Sidney Productions, LLC cannot guarantee that all Venue requirements can be necessarily fulfilled or met and Customer will still be held responsible, and Sidney Productions, LLC compensation will in no way be affected, for the discrepancy, even if discovered after booking has been made and deposits and / or payments have been received. At time and execution of event, if and only when, Customer is unavailable, and event is occurring on property not owned or leased by Customer, and there are any issues pertaining to Sidney Productions, LLC operation, function, and / or performance, Sidney Productions, LLC will address questions and concerns to management or owner of event location and follow their guidelines, answers, and or instructions.
12. Customer is responsible for paying any miscellaneous charges imposed by the Venue including, but not limited to, parking, tickets, passes, use of electric power. Customer shall provide crowd control if warranted. Customer shall furnish directions to event. Customer will be responsible for any potential noise violations, including, but not limited to, tickets, fines, penalties, court appearances, and/or any other legal infraction relating to noise due to Sidney Productions, LLC musical performances. Customer is advised, if necessary, to check with local ordinances regarding noise to ensure there are no noise violations during the event, especially if event is held outdoors. Customer may always have volume reduced, at customer's discretion, to the minimum volume produced by the amplification or musical instruments.
13. **All event planning documentation including, but not limited to, music selections, introductions, special events, game selections, special music arrangements, must be received from the Customer and forwarded to Sidney Productions, LLC at least one month prior to the date of event in order to be included in Sidney Productions, LLC performance.** With or without the aid of event planning documentation, Sidney Productions, LLC shall attempt to play Customer's and Customer's guests' music requests, however, shall not be held responsible if specific selections are unavailable. Customer certifies that all entertainment permits, if required, are up to date and agrees to show Sidney Productions, LLC on demand copies thereof.
14. This agreement guarantees that Sidney Productions, LLC will be ready to perform at the start time of the event. No guarantee is made as to Sidney Productions, LLC time of arrival, however, **Sidney Productions, LLC requires that they be permitted to set-up equipment at least one and a half hours before the event and one hour after the event for teardown.** *Note – **Wedding and other special events require a minimum of a two hour arrival to setup before the event. If ceremony proceedings, cocktail hour, or any other additional events are held on the premises,**



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- 15. **more setup time will be required. Sidney Productions, LLC area of setup designated by Customer and / or Venue must be COMPLETELY vacant at time of setup.** If Sidney Productions, LLC is delayed in setting up equipment due to Customer, Venue, lack of vacancy in setup area, or any other reason beyond Sidney Productions, LLC control, the performance start time may be delayed and Sidney Productions, LLC compensation is in no way affected. If Customer and/or Venue require Sidney Productions, LLC to setup in less time than stated in this paragraph, Sidney Productions, LLC must be made aware at time of booking. If Sidney Productions, LLC is made aware of setup time constraints anytime after booking, Sidney Productions, LLC will attempt to operate within timeframe given, but performance start time cannot be guaranteed, and additional charges may apply. Sidney Productions, LLC cannot guarantee any constrained setup or teardown times can or will be executed.
- 16. Sidney Productions, LLC also requests ramp or elevator access between parking/service entrance and the setup area. Sidney Productions, LLC must be allowed temporary parking of vehicle(s) no more than 250 feet from performance and/or sound engineer location to unload and move equipment. **If equipment must be carried up stairs more than (4) four steps, additional labor will be charged at the rate of \$200.00 (two hundred dollars) per additional flight (each flight containing up to (12) twelve steps.) Sidney Productions MUST be advised of all stairwells and loading issues involved in moving equipment at least one month prior to event. CUSTOMER WILL PROVIDE PARKING FOR FULL SIZE CARGO VAN (plus additional passenger vehicles if necessary) for the duration of the event. Valet parking is not allowed for commercial cargo van, and parking must be reasonable walking distance to performance location.**
- 17. **Sidney Productions, LLC requires a MINIMUM of 12'X 10' space to perform. Depending on type of entertainment requested, more space may be required.** If proper space requested is limited or unavailable, Sidney Productions, LLC will attempt to operate and perform within available area. If performance cannot be executed due to inadequate space, Sidney Productions, LLC will not be held liable for inability to perform, and Customer is still obligated to compensate Sidney Productions, LLC the total amount as stated in performance agreement. Sidney Productions outdoor services can be performed on grass, concrete, wood of even horizontal footing. Sand, mud, & other non-solid materials are prohibited for performances.
- 18. **All entertainers, sound engineers, technicians, roadies, musicians, DJs, or other Sidney Productions, LLC personnel may wear different and/or less formal attire, including but not limited to, shorts, sneakers, t-shirts, jeans, and / or worker's pants before and / or after contracted performance time on performance agreement for purposes of setup, teardown, load-in, load-out of equipment, and / or for sound checks, rehearsals or other pre/post operations as determined by Sidney Productions, LLC.** Attire of all performers and / or sound engineering staff during contracted performance time will be the pre-determined and agreed upon choice of customer and Sidney Productions, LLC made before event, and / or as indicated on performance agreement. **Customer must provide a private location such as a bathroom, large closet, or vacant private space for staff and entertainers to change into performing attire when necessary.**
- 19. If Customer and/or Venue **requires** Sidney Productions, LLC to complete setup more than one and a half hours before start time, or to postpone teardown more than one hour after the time indicated on the agreement, the additional time will be charged at the rate of \$200.00 (two hundred dollars) per hour.
- 20. By executing this contract as Customer, the person executing said contract, either individually, or as an agent or representative, represents and warrants the he or she is at least 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 resumes full responsibility and liability under the terms of this contract.
- 21. This contract is a function of the performance agreement invoice issued from Sidney Productions, LLC for the Customer's event. The invoice number is written at the top of each page of these policies, and should be kept with the performance agreement invoice at all times. This contract and the performance agreement invoice contain the entire agreement between 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 or the performance agreement invoice noted at the top of page 1, shall be valid or binding. This contract and the performance agreement invoice shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.
- 22. Customer agrees to defend, indemnify, assume liability for and hold Sidney Productions, LLC harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertain directly or indirectly to Sidney Productions, LLC performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Customer may not transfer this contract to another party without the prior written consent of Sidney Productions, LLC.
- 23. Any changes to these policies must be written and signed by the Customer and Sidney Productions, LLC. Oral agreements are non-binding.

I, the Customer, agree to and will abide by the terms and conditions set forth in this agreement and intend to be legally bound thereby.

_____/____/____
Customer (print) Date

Customer (signature)