

U Be The DJ, dba. Services & Rental Contract

Rental Start Date/Time: _____	Rental End Date/Time: _____
Lessee (Legal Name / Organization Name): _____	
Billing Address: _____	
Phone: _____	Email: _____
Equipment & Services: _____	
Total Amount Due: _____	

The above listed Lessee hereby accepts complete responsibility for all the users of the equipment during the time the equipment is being rented by the Lessee.

The Lessee will exercise care over the rented equipment so as to prevent any loss and or damage to the equipment. The Lessee will advise all guests and attendees of safety measures and procedures to prevent and protect any and all bodily injury to aforementioned attendees and or guests from "improper use" or activities near or around the equipment.

The Lessee will return all rented equipment by the due date/time and specified time or the Lessee will be responsible for late charges.

The Lessee will notify U Be the DJ if there is any loss and or damage to the rented equipment due to the Lessee's negligence and or improper use. The Lessee will notify "U Be The DJ" if they are unable to return the equipment by the due date/time.

The Lessee accepts complete responsibility for any loss, damage both physical and/or operationally internal (i.e. exceeding recommended volume levels, or playback of damaging frequencies that may destroy internal electrical components and/or "blow" a speaker), or soiling that is caused to the equipment due to the Lessee's negligence and or improper use of the rented equipment.

Not using the rented equipment the way U Be the DJ, it's technicians, and/or the equipment manufacturer's instructions; not using the rented equipment for its intended purpose; allowing the rented equipment out of the Lessee's personal control and possession; not protecting the equipment from any form of any forms of moisture, wind and weather; and or not safeguarding the rented equipment from damage or loss all hereby constitute "improper use".

The Lessee further agrees to pay the complete and exact current MSRP including any taxes and shipping of an identical make and model replacement of the damaged or lost gear, as determined by U Be The DJ. In the event that U Be The DJ deems the damaged equipment can possibly be repaired or cleaned to restore the equipment to it's original pre-rental condition, those costs as determined by U Be The DJ, are to be paid to U Be The DJ in their entirety. All replacement or cleaning expenses must be paid in full within 5 business days from the event date, or be subject to a 15% late payment fee, to be compounded monthly until the entire balance including late fees are paid in full. Non-payment of either or both the original rental fee and reimbursement for damaged or soiled equipment can be charged to the Lessee's credit card on file with U Be The DJ. If full payment of any of the above costs is not received in full, U Be The DJ reserves the right to use any means necessary to collect payment. Any additional costs associated with the collection of funds will be the responsibility of the Lessee to pay, including but not limited to, collection agencies, attorney fees, court costs, and potential future equipment rental losses.

The Lessee assumes all financial risk, loss, destruction and/or cleaning costs resulting from the use of the rented equipment and hereby acknowledges that U Be the DJ, its owners and/or affiliates will not be held liable for any injury, loss or damage, direct or consequential, that may arise out of the use or the improper use of the rented equipment regardless if used singularly or in connection with any other equipment.

The Lessee is held solely responsible and liable to notify, advise, and educate all event attendees, guests, and any party within operating range, of the inherent risks associated with the rented equipment. Those risks include, but are not limited to, loose cables/power cords, heavy overhead objects, high power electronics, class IIIb laser products, strobing lights, fog juice usage, hot equipment surfaces, fan blades, small ingestible parts, tripping hazards, potentially uneven or slippery surfaces, and loud sounds.

The Lessee is solely responsible for any and all media content played/used in conjunction with the rented equipment. The Lessee will take full liability for usage of any copyrighted or trademarked material and media used at their event. U Be the DJ cannot control the media used or the content within, and/or if the content is appropriate for attendees of the event.

U Be the DJ and or it's owners or affiliates will not be held responsible for damage to the venue and contents, facilities, or structure. Nor will U Be the DJ it's owners or affiliates be accountable for loss, damage, or missing personal items.

Cancellations are subject to a \$100 cancelation fee to be paid by the Lessee. This fee may only be waived for poor weather conditions, or if U Be The DJ agrees to waive the charge at its own discretion. Cancellation while the technician is in-route or on-site are subject to the entire rental amount plus any additional delivery fees associated with the rental. U Be The DJ reserves the right to cancel it's services and remove it's equipment at any time, due to, but not limited to, unsafe conditions for the equipment, technician, or attendees, misuse/abuse of the equipment, weather conditions, or breach of this contract. U Be The DJ reserves the right to decline service for any reason without refund, as well as remove equipment from an event at any time if it deems the usage to be unsafe, used inappropriately, or potentially damaging to the equipment.

All equipment and services offered are subject to availability, modification, and/or substitution, with or without notice, these changes will not affect pricing unless specifically noted in writing by U Be The DJ or its designated representatives. Photos depicted in marketing materials or online content may not reflect the actual gear listed in the package and are used merely as representation. Equipment availability & pricing are subject to change with or without notice.

U Be The DJ requires a valid credit card to keep on file at the time of booking a reservation of services, this card can be used to recover fees from non-payment recovery, late payment fees, cancellation fees, repairing or replacing lost, damaged, misused/overdriven, or soiled equipment.

Additional labor and/or delivery fees (\$40 and up) may be added to the amount due for extended delivery areas, returning to the venue to make adjustments after setup has been completed and approved, or for challenging load-in requirements such as stairs, steep inclines, or delivery/pickup times outside of normal operating hours or the agreed upon delivery/pickup time.

U Be The DJ and its affiliates assume no legal or financial risk of bodily injury or damage to the venue from the use or misuse of its equipment. IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO CLOSELY MONITOR AND SUPERVISE THEIR ATTENDEES AT ALL TIMES AND TAKE ANY ACTION NECESSARY TO PREVENT UNSAFE AND/OR POTENTIALLY DANGEROUS INCIDENTS. The equipment and services provided by U Be The DJ, same as all other providers in this industry, have unavoidable and assumed inherent risks such as but not limited to: tipping and falling of unbalanced and unsecured heavy overhead equipment, unsecured ground cables and wires, tripping hazards, high voltage equipment, hot surfaces, spinning fan blades, use of fog/smoke juice, damaging volume levels, flashing and strobing lights.

Equipment is not to be used at audio levels exceeding that set by a U Be The DJ technician, used in direct sunlight, extreme heat or cold conditions, outdoors, or in wet, humid, or windy conditions unless equipment is specifically designated by a technician or on the website for such use.

U Be The DJ and its affiliates suggest following protocols outlined by the CDC for the prevention of spreading and contracting Covid-19 for the safety of you, your guests, and our technicians. The Lessee solely assumes any and all responsibility associated with any attendees or invitees risking contracting communicable diseases, including but not limited to Covid-19. The Lessee agrees to not hold U Be The DJ, or any of its affiliates accountable or responsible should any attendee or person in contact with an attendee at the event become ill or sick and will solely accept all liability for hosting such an event.

U Be The DJ makes no guarantees that the equipment provided will operate 100% of the time without failure, it is impossible to predict if or when equipment will cease to operate as intended. Unless of course the equipment is deliberately abused or operated outside of manufactures usage recommendations by the Lessee, in which case the likelihood of premature failure is imminent. U Be The DJ is not responsible for media streaming services and recommends all content be available locally in physical/digital form for best results. U Be The DJ has no control over inadequate wifi signal strength, speed, or stability, electrical interference, other signal interferences or the reliability and knowledge of use for items or electronics not owned and/or operated by U Be the DJ or its affiliates. The Lessee agrees that while U Be The DJ will make all commercially reasonable efforts to provide the equipment and services agreed upon and work with the Lessee to reach an amicable resolution in the event of a Cancellation, or failed equipment. However, U Be The DJ is not obligated to provide any refund or additional payments for either services not fully rendered or partially rendered. U Be The DJ is also not obligated to pay any form of restitution for an unsuccessful event.

Additional Terms and Conditions (as published on www.ubethedj.com/packages):

All equipment and services offered are subject to availability, modification, and/or substitution, with or without notice, these changes will not affect pricing unless expressly noted in writing by U Be The DJ or its designated representatives. Photos depicted in marketing materials or online may not reflect the actual gear listed in the package and are used merely as representation. Equipment is subject to change as we cycle through inventory in an effort to provide our customers with up-to-date and good-condition equipment. U Be The DJ requires a valid credit card to keep on file at the time of booking a reservation of services, this card can be used to recover fees from non-payment recovery, late payment fees, repairing or replacing lost, damaged, misused/overdriven, or soiled equipment. Equipment is not to be used at audio levels exceeding that set by a U Be The DJ technician, used in direct sunlight, extreme heat or cold conditions, outdoors, or in wet, humid, or windy conditions unless equipment is specifically designated by a technician or on the website for such use. U Be The DJ reserves the right to decline service for any reason without refund, as well as remove equipment from an event at any time if it deems the usage to be unsafe, used inappropriately, or potentially damaging to the equipment. Additional labor and/or delivery fees (\$40 and up) may be added to the amount due for extended delivery areas, returning to the venue to make adjustments after setup has been completed and approved, or for challenging load-in requirements such as stairs, steep inclines, or late delivery/pickup times. U Be The DJ and its affiliates assume no legal or financial risk of bodily injury or damage to the venue from the use or misuse of its equipment. IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO CLOSELY MONITOR AND SUPERVISE THEIR ATTENDEES AT ALL TIMES AND TAKE ANY ACTION NECESSARY TO PREVENT UNSAFE AND/OR POTENTIALLY DANGEROUS INCIDENTS. The equipment and services provided by U Be The DJ, same as all other providers of this nature, have unavoidable and assumed inherent risks such as but not limited to: tipping and falling of unbalanced and unsecured heavy overhead equipment, unsecured ground cables and wires, tripping hazards, high voltage equipment, hot surfaces, spinning fan blades, use of fog/smoke juice, damaging volume levels, flashing and strobing lights, and potentially eye damaging lasers. U Be The DJ makes no guarantees that the equipment provided will operate 100% of the time without failure, it is impossible to predict if or when equipment will cease to operate as intended. U Be The DJ is not responsible for damage to venue wiring, loss of or damage to personal electronics, loss of or damage to any personal effects, inadequate wifi signal strength, speed, or stability, or the reliability and knowledge of use for items or electronics not owned and/or operated by U Be the DJ or its affiliates. Technicians, DJs, or MCs used by U Be The DJ are solely independent contractors, these individuals or businesses are not managed, regulated, overseen, or run by U Be The DJ. U Be The DJ does not take any responsibility for the content or actions taken by any hired independent contractor including but not limited to technicians, DJ's / MC's. U Be The DJ will not be held financially liable for any damages, injury, misconduct, and/or dissatisfaction with independent contractors and/or their performance. By hiring U Be The DJ you understand and agree to the above terms and conditions in addition to the terms and conditions laid out in the signed Rental Contract.

This contract shall be governed by the laws of the State of Utah in Salt Lake County and any applicable Federal Law. Lessee agrees to any and all legal resolution via mediation, mediator to be selected by "U Be the DJ, dba." and to be paid for by the Lessee.

By utilizing the services of U Be The DJ you understand and agree to all of the above terms and conditions.

_____ Date _____

Signature of the Lessee, by signing this contract the Lessee fully understands and agrees to all the terms and conditions outlined and listed above and online. This contract constitutes the entire agreement of the parties relating to the subject matter addressed in this contract. This contract supersedes all prior and future communications, contracts, or agreements between the parties with respect to the subject matter addressed in this contract, whether oral or written.

_____ Date _____

Signature of the Lessee, (TO BE SIGNED UPON COMPLETION OF THE SETUP INSPECTION)

As the Lessee I confirm and agree that I have inspected the equipment and setup layout by U Be The DJ and its technician. I hereby affirm that I am satisfied with the arrangement and placement of all equipment provided by U Be The DJ for both my personal preference and that of the safety of all in attendance of the event. I agree that all the equipment is undamaged (unless noted in advance by U Be The DJ or the technician) and is in perfect operational condition. I agree to return the equipment in the same condition as it is at the time of setup, any other condition be it physical visible damage, internal damage, or soiling of the equipment constitutes it as "Damaged" and will be subject to replacement, repair, or cleaning fees. I agree that I have received adequate instruction from the technician of how to operate the equipment within its parameters of safe operation. If I did not understand how to operate the equipment, or fully understood the terms of the "Services & Rental Contract", I asked a U Be The DJ representative for clarification until I was clear in my understanding and agree to be responsible for the equipment and agree to the terms listed herein.