

# Terms and Conditions

The below defined terms and conditions apply to all bookings made for services offered by SKYFLY Spain.

**Deposit and balance:** A deposit is required for all bookings at time of contract agreement. Client agrees to make full and final payment of the balance due under this contract at the start of the event. Failure to pay the balance on time will result in a €150 follow-up fee.

**Cancellation:** Client agrees to provide SKYFLY Spain written notification to be received not less than thirty days prior to the performance date in the event of cancellation. If SKYFLY Spain receives timely notice of cancellation, refund of 50% deposit amount, less any reasonable, actual expenses already incurred by SKYFLY Spain for the performance, shall be returned to Client within sixty days of the receipt of notice. In the event the cancellation is within thirty days of the event, deposits are nonrefundable.

**Loss for Non-Performance:** SKYFLY Spain assumes no liability for non-performance for reasons outside of his direct and immediate control, including, but not limited to unforeseen acts of God and nature, accidents, acts of law enforcement authorities, or any other legitimate conditions beyond control. In the event that performance is made impossible due to such an occurrence, SKYFLY Spain reserves the right to sub-contract to partner DJ providers whom are deemed competent to represent him. Client agrees that in all circumstances, SKYFLY Spain 's liability shall be exclusively limited to an amount equal to the performance fee (above). SKYFLY Spain shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 30 days of the event unless SKYFLY Spain cancels the engagement.

**Indemnity:** Client hereby agrees to indemnify, defend and hold harmless SKYFLY Spain from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, omission, negligence or fault of Client, its agents or employees in connection with this contract, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules or regulations. This obligation to indemnify, defend and hold harmless SKYFLY Spain shall survive termination of this Agreement.

**Liability:** It is hereby further agreed that the Client shall be held liable for any injury or damages to SKYFLY Spain, and/or property, equipment, and performers of SKYFLY Spain (i.e. lighting equipment, sound equipment, wiring, media), while on the premises of said engagement, if damage is caused by Client or guest, members of his organisation, engagement invitees, employees, or any other party in attendance, whether invited or not.

**Injury/Threat:** In the event of circumstances deemed to present a threat or implied threat of injury or harm to SKYFLY Spain's staff, any equipment, or performers, SKYFLY Spain reserves the right to cease performance. If Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), SKYFLY Spain shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether or not the situation is resolved or whether or not SKYFLY Spain resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, SKYFLY Spain reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

**Inclement Weather:** It is understood that if this is a "Rain or Shine" event, SKYFLY Spain's compensation is in no way affected by inclement weather. For outdoor performances, Client shall provide overhead shelter for setup area. SKYFLY Spain reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. SKYFLY Spain compensation will not be affected by such cancellation.

**Required Materials/Equipment:** Client shall ensure that a minimum of one 15-20 amp circuit outlet from a reliable power source within 10 meters (along the wall) of the set-up area. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of Client. Additional circuits are preferred where possible.

**Special Requests:** Special songs and other requests should be made at least five days before the event. Although we have a wide collection of all types of popular music, specific songs may not be available without request. SKYFLY Spain will not be held responsible for not having a song if it was not requested in writing at least five days in advance.

This contract shall be deemed formal and binding upon signature by an officer of the organising party and the representing party and shall be construed under the laws of Spain, with all and any disputes being settled by the court of Málaga, Spain. Any changes must be written and signed by both Client and by SKYFLY Spain. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.