

PARTIES ARE US INC. / H & H ENTERPRISES TERMS AND CONDITIONS (COMMISSION SPLIT)

PAYMENT

Terms on all commission split events are DUE AT TIME OF EVENT, unless otherwise stated in a written agreement prior to the purchase or rental of said items. Any change in terms will appear on the face of this document as provided by PARTIES ARE US INC./H & H ENTERPRISES. Should the event, company, organization, etc. fail to pay this bill, I agree to be personally responsible for the debt due to PARTIES ARE US INC./H & H ENTERPRISES. If charges are not paid and legal action must be taken, all discounts, coupons, and special pricing will be reverted back to full price charges plus all court and legal costs will be added.

SERVICE CHARGES

A service charge of one and one half (1.5%) per month, or the maximum lawful rate, whichever is lower, on the unpaid balance until paid will be assessed monthly on past due accounts and a late payment fee of \$25.00 per month will be added to all unpaid accounts regardless of the amount of the unpaid balance and Customer hereby agrees to pay all such service charges assessed.

TAXES

Customer shall pay the amount of any sales, use, compensating, intangibles, gross income or the like tax, or similar charges levied by any government authority in connection with this order.

RETURNED CHECKS

A returned check fee of \$30.00 will be applied to any and all checks returned from a customer. The customer will be turned over to the authorities if they fail to make good on the debt within 10 days.

BOOKING FEES AND CANCELLATION CHARGES

An event is considered booked even if PARTIES ARE US INC./H & H ENTERPRISES has not received a signed contract and the event-booking fee as listed on the front. This fee will be applied to the total amount due and will reduce your total by that amount. Should the event be cancelled, this fee is non-refundable. It can however be applied toward another event that is booked with PARTIES ARE US INC./H & H ENTERPRISES. This must be used no later than 3 (three) months after the original scheduled event. PARTIES ARE US INC./H & H ENTERPRISES will hold a date for a fee of \$100.00 and this fee will be applied to the total amount due and will reduce your total by that amount. THIS FEE IS NON-REFUNDABLE AND IS NON-TRANSFERABLE should you decide not to have the event. PARTIES ARE US INC./H & H ENTERPRISES cancellation policy is made to make it easy on everyone. We require a 2-week cancellation on all events. Weather related cancellations do not 2 weeks notice, but PARTIES ARE US INC./H & H ENTERPRISES will determine if weather plays a factor in the event cancellation. If it does not, then the event will continue as planned. Any payments made on an event that is cancelled due to weather will also remain with PARTIES ARE US INC./H & H ENTERPRISES for 6 (six) months to be used for a rescheduled event. After the 6 (six) month period passes, the money will be considered property of PARTIES ARE US INC./H & H ENTERPRISES. If you fail to cancel, you will be required to pay the full rental rate with no discounts given. If your event was a commission split event, it will be converted to a rental event and the full rental rate will be due with no discounts given.

COMMISSION SPLIT EVENTS WITH GUARANTEE

It is understood that the event split will be what is listed on the face of this invoice/confirmation with the larger percentage going to PARTIES ARE US INC./H & H ENTERPRISES and the smaller percentage going to the event. The guarantee relates to the minimum that PARTIES ARE US INC./H & H ENTERPRISES must have regardless of the total split that is made. (Example: On a 70/30 split event 1000.00 gross would be 700.00 to PARTIES ARE US INC./H & H ENTERPRISES and 300.00 to the event. On a 70/30 split and a guarantee being 350.00 and the total gross is 500.00 that would be 350.00 to PARTIES ARE US INC./H & H ENTERPRISES and 150.00 to the event. This would satisfy the guarantee needed. On a 70/30 split and a guarantee being 350.00 and the total gross is 400.00 that would be 280.00 to PARTIES ARE US INC./H & H ENTERPRISES and 120.00 to the event. Since the guarantee was not made, the event will have to pay PARTIES ARE US INC./H & H ENTERPRISES 70.00 to make up the difference.) The event can also rent the equipment at the rental rate instead of doing the commission split. This decision must be made at the time of booking and if changed, must be done 2 weeks prior to the event. If you need any further information regarding the commission split terms, please call our office.

ADVISE

It is expressly understood that any technical advice furnished by PARTIES ARE US INC./H & H ENTERPRISES with respect to the use of its goods or services is given without charge, and PARTIES ARE US INC./H & H ENTERPRISES assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Customer's risk.

COSTS AND ATTORNEY FEES

In the event invoices are not paid timely in accordance with the terms thereof, and PARTIES ARE US INC./H & H ENTERPRISES initiates suit against the Customer or otherwise incurs legal fees because of Customer's nonpayment, PARTIES ARE US INC./H & H ENTERPRISES, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including a minimum charge of \$150.00, including reasonable attorney's fees.

ENTIRE AGREEMENT

This document sets forth the entire agreement between the parties to this transaction and includes all promises and representations both express and implied. Nothing not contained herein is part of this agreement.

I have read and understand the terms and conditions of this agreement and certify that those printed are agreed to. There are no oral or other representations not included herein. I have received a copy of this agreement. I fully understand them and will abide by them.

PRINT NAME: _____ SIGNATURE: _____ DATE: _____

PLEASE SIGN AND RETURN (1) COPY OF THIS CONTRACT TO THE ADDRESS ON THE FRONT OR FAX IT TO THE FAX NUMBER ON THE FRONT OF THIS INVOICE/CONTRACT. CONTRACT AND BOOKING FEE MUST BE RETURNED WITHIN 15 DAYS OF DATE EVENT WAS BOOKED ON FRONT OF THIS CONTRACT, or THERE MAY BE AN ADDITIONAL SERVICE FEE CHARGED IN THE AMOUNT OF \$100.00. ONCE EVENT IS ORDERED, THE ABOVE TERMS BECOME EFFECTIVE!