



## **Terms and Conditions of COSMIC PRODUCTION Agency for DJ Booking, DJ and Sound Equipment Rental**

### **1. Introduction**

These Terms and Conditions ("Agreement") govern the use of services provided by Cosmic Production d.o.o., located at Zagrebačka 13, Split, Croatia, OIB: 67085310627, an agency for booking DJs, artists, and rental of DJ and sound equipment. By booking a DJ/artist or renting equipment from Cosmic Production d.o.o., the Client agrees to these Terms and Conditions:

### **2. Booking Services 2.1 Booking Process**

Clients can book a DJ or artist via our website, email, or phone. All bookings are subject to the availability of the DJ or artist. A booking is confirmed only after receiving a written acceptance of the offer, a signed contract, and a non-refundable deposit of 10% of the total fee.

### **2.2 Performance Requirements**

Clients must provide necessary event details, including date, time, location, and any special performance requirements for the DJ or artist, as well as for equipment rental. The DJ will arrive at least 30-45 minutes before the scheduled performance time to set up equipment and prepare.

### **3. Equipment Rental 3.1 Rental Process**

Clients can rent DJ and sound equipment by submitting a rental request via our website, email, or phone. Rental is confirmed only after receiving a signed rental agreement and a non-refundable deposit of 20% of the total rental fee.

### **3.2 Equipment Use**

Rented equipment may only be used for the specified event and must be returned in the same condition it was received. Clients are responsible for any damage or loss of rented equipment and will be charged for repair, replacement, or purchase costs at market value.

### **4. Payment Terms 4.1 Fees**

The total fee for DJ or artist services and equipment rental will be stated in the booking confirmation, financial offer, or rental agreement. Full payment must be made at least 2 days before the event date unless otherwise agreed in writing.

### **4.2 Payment Methods**

Payment can be made via bank transfer or other methods agreed with Cosmic Production d.o.o.

### **5. Cancellation and Refund 5.1 Cancellation by the Client**

If the Client cancels the booking or rental more than 7 days before the event, the deposit is retained. Cancellation within 3 days of the event will result in a charge to the Client of 50% of the total fee.

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MB:4578384 | MBS:060349270  
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Temeljni kapital uplaćen u cijelosti: 20.000,00kn  
IBAN: IBAN: HR6424840081135278855 kod Raiffeisenbank Austria d.d.|SWIFT:RZBHH2X

## **5.2 Cancellation by the Company**

In the unlikely event that Cosmic Production d.o.o. must cancel a booking or rental, the Client will receive a full refund of all payments made. Cosmic Production d.o.o. is not responsible for any resulting damages.

## **6. Liability and Indemnification 6.1 Liability of Cosmic Production d.o.o.**

Cosmic Production d.o.o. is not liable for any indirect, incidental, or consequential damages arising from the use of our services or equipment. The total liability of Cosmic Production d.o.o. will not exceed the total fee paid by the Client.

## **6.2 Client Indemnification**

The Client agrees to indemnify 100% Cosmic Production d.o.o., its employees, and agents from any claims, damages, or costs arising from the use of services or equipment by the Client. The Client is responsible for any accidents, unforeseen situations, delays, etc., and accordingly, the agreed performance time or equipment rental cannot be extended beyond the agreed time unless specifically agreed by Cosmic Production and the Client.

## **7. Force Majeure**

Cosmic Production d.o.o. will not be liable for failure to fulfill its obligations under this Agreement due to events beyond its reasonable control, including but not limited to natural disasters, terrorist attacks, government actions, pandemics, and similar situations.

## **8. Governing Law**

This Agreement will be governed and interpreted in accordance with the laws of the Republic of Croatia.

## **9. Miscellaneous**

### **9.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

### **9.2 Amendments**

Cosmic Production d.o.o. reserves the right to amend these terms and conditions at any time. All changes will be published on our website and will apply to all bookings and rentals after the date of publication.

### **9.3 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect.

### **9.4 Contact Information**

For any questions or concerns regarding this Agreement, please contact us at Cosmic Production d.o.o., Zagrebačka 13, 21000 Split, email: [info@cosmicproduction.hr](mailto:info@cosmicproduction.hr)

Ivan Boban

General Manager

Split, 01.01.2024.

