

## Hosting Insurance: Customers being on the safe side!

***“I have been DJ’ing for 30 years and never had an insurance problem yet!”*** These are the famous last words of the casual or nonchalant DJ owner who sees his former lack of business trip-ups as a sign of probable future security because he thinks the odds are on his side. But everyone knows that the odds are in favour of “the HOUSE!”

### **Do DJs need insurance?**

Well, it all depends on your willingness to take risk. It all comes down to the roll of the dice. When the chips fall ... you lose! The DJ who made the above statement to me on the phone is playing with fire but he doesn’t acknowledge it. If he thinks about it, he probably drives a car and has insurance on it. Why? He may not have had a car accident in those 30 years either but he still carries it. The

same goes for “house, health, and dental insurance ... it’s the same relevance. The reality of it is: The risk is way too great to chance such an “odds-on” mishap. After 30 years of evading the possibility of a calamity, this man is flirting with a costly reversal as the probability increases for the dice to come up “craps!” **Just the cost of hiring a lawyer to defend yourself to prove that you are *NOT LIABLE OR NEGLIGENT* is a whopping bill that can cripple you!**

Insurance should simply be a cost of doing business ... just like protecting your office equipment, DJ stuff and the vehicle you use to get to your gigs. It’s all part of the standards that you provide to your clients as an assurance that they have hired a qualified, professional outfit to produce successful events for them.

I mean, if you are an incorporated company, then you have certain legal barriers on your side that protect you from losing any or all of your personal assets. But most DJ Companies are simple sole proprietorships or sometimes not even that. If things go wrong and worse comes to worse, then this is the time when litigations can lead to great loses by the owner who is found negligent or wanting in a second or third party legal contest.

***But this article is not so much about you, Mr. DJ.***

**It is about protecting your clients from legal harm.** The Bride and Groom (who are deeply immersed in the preparations of their fabulous day) usually by-pass a very important component of the “happy-ever-after” planning that could save them from a huge crippling lawsuit caused by unsuspecting events that could pop up to spoil their loving future together.



There is an Insurance Plan that can protect Party Hosts from Liability claims that may result from renting the hall and assuming many of the critical legal aspects of signing on the dotted line and taking control of their own shindig.



All party hosts (in general) should consider insuring their parties for the unwelcome events that can cause hurt, upset and large legal settlements. Provisions for this type of control are in place to protect people from the guests who carelessly (or drunkenly) cause injury to themselves (or (an)other person(s)) in the course of the party dynamics and interplay. In an instant, the party can become a reception of worry and legal recourse.

Let's say one of the guests gets "tanked" and is exuberantly strutting his stuff on the dance floor. The plastic beer cup in his hand is spewing beer all over the dance floor as he wildly performs to the glee of the circle of dancers who is egging him on. BEER ... BALANCE ... and BAM are the possible sequence of events that can happen in front of your disbelieving eyes in the blink of an eye.

Aunt Matilda or Granny Ethel may happen to join in the dance floor frivolity and one of them hits a little pool of suds underfoot. My god, she does a two and a half gainer with a full twist and lands awkwardly on her backside! The party comes to an abrupt stop and a serious pall settles over the mood of the guests.

"LAWSUIT," is the first thing that comes to mind when the little old lady can't get up and continue on the dance floor after taking her hip-breaking tumble to the hardwood!

The hall, the caterer, the bartender, the DJ *and the Bride & Groom (party hosts)* can be named in this court action because they are all attached to the contract signing or the event's unfolding. All of these participants had better be prepared for an interesting and protracted series of events to take place over the next while!

Another scenario comes to mind ...

I don't care who you are, but you will always have someone who leaves a party as a drunk! The only way to stop this is to not serve ALCOHOL at your party. If you do serve it, then you are open to any problems that may arise when the guest takes it upon themselves to go home under the influence and unfortunately gets himself into trouble on the way.

**Or these sample unsuspecting scenarios can occur ...**

1. The DJ is performing on a high stage. YMCA is playing and a guest jumps up on the stage and starts doing the routine hand/body moves. He slips and tumbles a meter to the floor below ... an arm snaps and so does your blood pressure and bank account!

2. You have rented a hall for a singles dance. You signed a contract to do so. The DJ is inside making the dance floor come alive while outside unbeknownst to you the freezing rain is coating the ground with a glistening sheen. A parton goes outside to have a smoke or leave early and slips on the ice. My heavens, the contract you signed says you hold the hall harmless and indemnify them of any blame. Oh no, not a good sign for you ...
3. Your bartender continues to serve a guest well past the point of inebriation and this fellow stumbles his way into some unfortunate (but almost predictable) catastrophe. How does this person's lawyer view YOUR BARTENDER'S ACTIONS and your expectations of making your guests safe at your party?
4. Lately, I have noticed that some Corporate Event party hosts have called up some of our DJ members and cancelled their company Christmas Parties (not because of the troubled economic times) because they know that the party guests are heavy drinkers and the company's liabilities for hosting the celebration puts them in legal jeopardy for the responsibility of the safety of their people. Some corporate party planners have been told that the Business doesn't need this headache and stops the annual event cold!

As mentioned before, having a good lawyer to represent you can be costly and harrowing. By insuring yourself against these (and many other) possibilities, you transfer the huge cost and a sparkling defense over to the Insurance Company. The Insurance Company now has a vested interest in saving themselves from a monetary nightmare by getting a great lawyer to defend you (and them) to win the contest or, at least, try to reduce the pay-out when the out-of-court decisions/settlements are finally applied.

Pat Curry, insurance spokesperson and article contributor in the USA points out a very distinct issue about liability coverage made by Scardina Becker (Wedding Consultant Teacher at San Francisco State University) ...

*Vetting your vendors*

*Brides and grooms can avoid many of the problems covered by wedding insurance ( Scardina Becker says) by carefully reading contracts and only using licensed and insured vendors.*

*Scardina Becker has worked on hundreds of weddings in her other capacity as president of the San Francisco-based special-event planning firm, Events of Distinction. She won't take on clients who want friends or family members to bake the wedding cake, take the photos or provide some other wedding service. All it takes is one person to get food poisoning, trip over a camera tripod or claim they burst an eardrum because Uncle Louie's band was too loud.*

*You want each vendor contract to contain a "hold harmless" clause that releases you from responsibility if something happens because of their negligence. The contract also should provide indemnification. That means that if you get named in a lawsuit (and as the host, you probably will), the vendor involved in the litigation will pay for your defense. They'll want you to do the same for them.*

Now who would have “*think*” that all this commotion could stem from a harmless guest who wouldn't “hold harmless” the party proponents who were aligned with their wonderful shin-dig. There are too many incidentals, too many variables and way too many conditions that must be factored in to the equation to make assurances that the event you host will be “jeopardy-free” and without consequences. There are too many “if's” and “maybe's” for DJs to be unprotected against second and third party law suits that get them tied to the stupidity or negligence of others, let alone our own first party foolishness.

**A caring DJ Company will bring this information to their customers' attention and explain the consequences of their decisions about relinquishing their party responsibilities over to their guests. And, at the same time, the wise DJ Company Owner will also be advised to show that he, too, is covered for the same negligent incidents that can jump up and bite us all in the butt. Make sure that when you "talk the talk," you also "walk the walk!"**

**Enough said ... I guess ... "What goes around, comes around!" Protect yourself and the people who put their faith in you. Make sure that you give them more than just a great party!**

**Doug Scott, CDJA National President, London**

*The CDJA is the only National DJ Association that demands that its members have liability insurance. This requirement is a CDJA Constitutional by-law that makes it mandatory in order to belong to our Association. Because of this, every one of our members can advertise the fact that they "walk the walk" and "talk the talk!"*

**The CDJA offers its members the name of a company that will provide "Hosting Insurance" to party planners. CDJA Members can contact Doug Scott and get the details on this benefit for their customers. This is just another way that the CDJA supports its members and makes them a better business provider to win over our customers and show them that we care!**