

## PRODUCTION CONTRACT AGREEMENT

### DEFINITIONS:

DEALER or PRO-MIX - As expressed throughout this document refers to Mobile Music Systems, Inc. d/b/a Pro-Mix Audio & Lighting, and/or its assigns.

CUSTOMER - As expressed throughout this document refers to the individual and/or affiliated organization or group renting/hiring the equipment or services of Pro-Mix Audio & Lighting.

1. ACCEPTANCE - Prior to the execution of this contract, this document serves as a "Proposal", and the terms listed herein are effective for a period of 30 days from the origin of this document (the "Acceptance Period"). In the event this proposal is not accepted within the Acceptance Period, it will be considered null and void, and all terms withdrawn. If this agreement is signed by the customer within the Acceptance Period, this document becomes an executed, legally binding contract subject to the terms and conditions described herein.

2. ESTIMATE - This contract is developed based on the information provided by the Customer and by the information acquired at the venue site check. All items are subject to change if the scope of the project is changed in any way.

3. PAYMENT - ON-SITE PRODUCTION - Pro-Mix may require a 10% deposit due at contract execution and the remaining balance due prior to the start of the event unless otherwise noted. The final balance should be paid prior to set up. If contract is not paid in full prior to set up, additional fees may apply to ensure an on-time show start. Untimely payments will be charged a \$50.00 Late Payment Fee plus 2% per month (Annual Percentage Rate: 24%). Pro-Mix does not offer payment terms. Payment in full is due upon event completion.

4. CANCELLATION: If Customer cancels the Event more than 90 days prior to the first day of the Event, no additional cancellation charges shall apply with the exception of any deposits made to Pro-Mix or related expenses actually incurred by Pro-Mix. Cancellations received less than 90 days but more than 15 days prior to the Event will be subject to a cancellation charge equal to 25% of the total contract plus any related expenses actually incurred by Pro-Mix. Cancellations received at least 15 days but more than 72 hours prior to the first day of the Event, shall be subject to a cancellation charge equal to 50% of the entire contract. Cancellations received 72 hours or less before the first day of the Event, or after equipment has departed from the Pro-Mix warehouse will be subject to a cancellation charge equal to 80% of the total contract. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances. Cancellation fees, including fees to cover any incurred costs, shall be due immediately upon any such cancellation by the Customer. Any custom-made or custom ordered products such as video, gobos, banners, etc. are due regardless of cancellation date and are subject to a 15% project administration fee.

5. LABOR RATES: In the event that a Pro-Mix employee or contractor works more hours than estimated in the proposal due to event scope, detail or venue changes outside of Pro-Mix's control, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked.

6. EQUIPMENT RATES - Equipment rates are billed per-day unless otherwise noted. Day Rates are defined as 23-hour periods. If the Customer requires the equipment for a longer period of time, additional billing will apply.

7. EQUIPMENT HANDLING/OPERATION (Except Dry Hire) - All equipment will be handled by Pro-Mix staff only unless otherwise noted. Equipment may not be moved, stored, or handled by Customer or any other party. Customer may not operate the equipment unless authorized by Pro-Mix. Customer will incur additional charges if equipment is moved or relocated by Customer or any other party. Customer agrees that Pro-Mix shall be permitted free access to the equipment at any time before, during and/or after the Event for purposes of set-up, tear down and maintenance.

8. DIRTY, DAMAGED, LOST, OR STOLEN EQUIPMENT - Customer agrees to pay for any damage to, loss of, or theft of the goods as an insurer regardless of cause, except reasonable wear and tear while the goods are out of the possession of the dealer. Customer also agrees to pay a reasonable cleaning charge for any equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. Equipment lost, stolen, or damaged beyond repair will be paid for at its Fair Market Value when rented. The cost of repairs will be the responsibility of the customer whether performed by the dealer, or at the dealer's option, by others. Customer agrees to pay \$2.00 for each cable returned improperly coiled.

9. DAMAGE & SECURITY: Customer is be responsible for all equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect). Customer is not responsible for loss if caused by Pro-Mix's negligence. In addition to amounts due to Pro-Mix in connection with this Contract, Customer agrees to pay Pro-Mix on demand for all amounts incurred by Pro-Mix on account of lost, damaged and stolen equipment, based upon repair costs for reparable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer shall be responsible for rental fees while equipment is being repaired and/or replaced, as the case may be. If security is required by Customer or deemed necessary by Pro-Mix to protect the equipment during the Event, Customer shall be responsible for all costs in connection with the provision of security.

10. EQUIPMENT FAILURE/GUARANTEE - Pro-Mix employs a staff of fully trained professionals to set-up, operate, take down and maintain equipment. Pro-Mix maintains and services its equipment in accordance with the manufacturer's specifications. Pro-Mix cannot warrant or guarantee that the equipment or services being provided will be free of defect, malfunction or operator error. If the equipment malfunctions or does not operate properly during the event for any reason whatsoever, Customer agrees to immediately notify Pro-Mix. Pro-Mix will attempt to remedy the problem as soon as possible so that the event is not interrupted. Customer agrees and acknowledges that Pro-Mix assumes no responsibility or liability for any loss, cost, damage or injury to persons or property in connection with the event as a result of inoperable equipment or otherwise. Under no circumstances will Pro-Mix

be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Event. Pro-Mix does not make any guarantee on entertainment services. Pro-Mix reserves the right to provide equal to or greater products listed in the above estimate.

11. LIMITATION OF LIABILITY: Notwithstanding any other provision, Pro-Mix's liability to Customer under any circumstances shall be strictly limited to an amount equal to the actual fees paid to Pro-Mix in connection with the Event. Under no circumstances shall Pro-Mix's liability exceed such fees paid by Customer to Pro-Mix.

12. REPLACEMENT OF MALFUNCTIONING EQUIPMENT - If the equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use and notify dealer who will replace the equipment with similar equipment in good working order if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.

13. WARRANTIES - There are no warranties of merchantability or fitness either expressed or implied. There is no warranty that the equipment is suitable for the customer's intended use, or that it is free from defects.

14. TITLE - This agreement is not a contract of sale. Dealer does and shall continue to hold title to all goods.

15. ASSIGNMENTS, LOANS, AND SUBLEASES OF EQUIPMENT - Dealer may assign its rights under this contract without customer's consent, but will remain bound by all obligations herein. Customer may not loan or sublease the equipment without written permission. Any purported assignment by customer is void.

16. INGRESS/EGRESS: Customer is to provide adequate, level, unobstructed ingress and egress to and from the performance site. Elevators, stairs, or other changes in elevation must be disclosed in writing prior to the scheduled event and are subject to additional charges. Customer is to provide complimentary, close-access parking for two vehicles (truck if specified) for the entire duration of the scheduled event, including pre-event and post-event to allow for setup and strike.

17. SET-UP/STRIKE: Customer will allow adequate time, or notify and make arrangements with venue management to allow adequate time, for arrival, ingress, setup, performance, strike, egress, and departure. The estimated necessary arrival time is specified on the contract as "Set-Up". Strike and Egress generally take 75% of the amount of time of setup, beginning after the conclusion of the event. In no circumstances are Pro-Mix personnel to be "rushed" or harassed during this time period. Customer will provide access to, or notify and make arrangements with venue management to provide access to, a nearby safe and secure storage space for equipment cases, carts, covers, and any other unused equipment on-site during the event.

18. FACILITIES: Customer agrees, and will notify venue management that ALL lights deemed necessary by Pro-Mix personnel are to be left ON during setup and strike. Customer agrees, and will notify venue

management that heating and/or air-conditioning will be fully operational and ON during the entire time Pro-Mix staff is on site. Pro-Mix will dictate the level of ambient room lighting and temperature before, during and after the performance in order to best suit the needs of the event itself and the comfort of guests and staff.

19. POWER: Customer will provide access to, or notify and make arrangements with venue management to provide access to, a power source or power sources capable of handling the current needs of the contracted event. It is crucial to an uninterrupted successful event to have adequate electrical power. Customer or venue management should know beforehand and have marked serviceable outlets on separate 15 or 20 amp circuits (breakers) for performance use. Alternately, Pro-Mix will be allowed access 24 hours in advance to properly "tie-in" or have the venue's staff electrician "tie-in" a Pro-Mix owned or other suitable electrical distribution system for Pro-Mix's use. Customer agrees to cover all costs related to the provision of suitable power for the event. Customer agrees, and will notify venue management that electrical power will be operational and ON during the entire time Pro-Mix staff is on site.

20. INDEMNIFICATION: Customer and Pro-Mix each hereby forever agree to indemnify, defend and hold harmless the other for any and all claims, losses, costs (including reasonable attorney fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors or omissions of each party and their respective employees, agents, representatives and contractors. Customer further agrees to indemnify and reimburse dealer for all liabilities to the customer, their agents or third parties arising out of the use of the goods or a breach of this contract by the customer.

21. PROHIBITED USES - Use of the equipment in any of the following circumstances is prohibited and constitutes a breach of this contract. a) Use for illegal purpose or in an illegal manner. b) Use when the equipment is in disrepair or is unsafe. c) Improper, unintended use or misuse. d) Use by anyone other than customer or their employees without dealer's written permission. e) Use at any location other than the address furnished to dealer on the face of this document without written permission from the dealer.

22. AGREEMENT TO HOLD HARMLESS - Customer agrees to assume the risks of and hold the dealer harmless for property damage and/or personal injuries not caused by the dealer or their assigns, or caused by acts of God, unforeseen equipment failure, items out of the dealer's control or the actions of the customer, their guests, or their agents, as well as other entities contracted or working on behalf of the customer.

23. DISCLAIMER OF AGENCY - The customer acknowledges that they are not the agent of the dealer for any purpose.

24. DISCLAIMER OF MANUFACTURE - The customer acknowledges that the dealer is neither the manufacturer of the goods, nor the agent of the manufacturer.

25. REPOSSESSION - The customer waives any statutory notice for return of equipment under provisions of state statutes. Upon a failure to pay rent or fees, or any other breach of this contract, dealer may

terminate this contract, take possession of, and remove the goods from wherever they are. Dealer and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

26. COLLECTION COSTS/COURT PROCEEDINGS - Customer hereby authorizes irrevocably any attorney of any court of record to appear for the customer in such court if they fail to fulfill the covenants of this contract whether in term time or vacation, to confess judgment, without process, in favor of the dealer, for such amount as may appear to be due and unpaid thereon, together with reasonable costs of collection including reasonable attorney's fees and costs and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

27. FORCE MAJEURE: Performance under this Agreement may be delayed due to unforeseeable and unavoidable delays caused by federal, state or municipal actions, statutes, ordinances or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; or other unforeseeable incidents outside of any responsible party's control which shall make such performance impossible and/or impractical. The party whose performance is so delayed shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay.

28. LOCATION: This contract is executed in DuPage County, Illinois USA and is inter-operated in accordance with the laws of this state and county.

29. SEVERABILITY - The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.