

## Services Agreement

This Services Agreement (this “**Agreement**”) is entered into effective as of [DATE] (the “**Effective Date**”), by and between LOST COAST PRODUCTION PARTNERS LLC a Utah limited liability company (“**LCP**”), and [CLIENT NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] (“**Client**”).

1. Services. LCP shall provide to Client the services (the “**Services**”) and equipment (the “**Equipment**,” and together with the Services, the “**Deliverables**”) as set out in the order form attached hereto as **Exhibit A** (the “**Order Form**”). LCP shall provide the Deliverables in accordance with the terms and subject to the conditions set forth in this Agreement. Client shall have the right to request amendments to the Order Form up to thirty (30) days prior to the Event Date, as defined in the Order Form, which amendments may cause an adjustment to the Fee.
2. Fees and Expenses. Client shall pay a fee to LCP for the Deliverables in the amount as set out in the Order Form (the “**Fee**”). Payment of the Fee is due at the times set forth on the Order Form for the estimated fees, and within fifteen (15) days after receiving an invoice for all amounts charged in addition to the Total Deliverables Fee Estimate, as provided in the Order Form. Acceptable payment methods are: Check, wire transfer, or credit card. If Client wishes to make a payment by credit card, an additional 3.6% will be added to all payment amounts. All amounts unpaid by their due date will accrue interest at the rate of twenty-four percent (24%) per annum, compounded monthly. Client shall also reimburse LCP for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees, court costs, and collection agency fees.
3. Union Jurisdiction(s) & Fees. LCP, as a result of its geographically diverse, world-wide operations, is unable to fully understand and adequately investigate all potential union issues related to the Client’s venue(s) and event(s) as covered by this Agreement. Therefore, Client agrees that all fees including, but not limited to, union labor, union payroll processing, load in and/or load out, rigging fees, operating fees, and any other union and/or venue imposed fees related to the former, and that are imposed on LCP, by any union and/or venue having jurisdiction, if any, and are related to the carrying out of this Agreement, and, whether said fees are known prior to the event or are imposed after the event or without warning, shall be borne and paid for by the Client either directly to the party requesting payment or to LCP if LCP first pays the expense, either at LCP’s discretion. Client specifically agrees that under no circumstances will it hold LCP responsible for the payment of any such fees and agrees to take full responsibility for all said fees.

4. Payment on Termination. In the event that Client terminates this Agreement or the Order Form, pursuant to Section 9, for any reason, including those listed in Section 19, Client agrees that the actual costs incurred or accrued by LCP prior to the time of termination are deemed earned by LCP and Client agrees to make payment within fifteen (15) days of the receipt of an invoice for such incurred or accrued amounts.
5. Refunds. No refunds of payments will be granted under any circumstances.
6. Client Responsibilities. Client shall cooperate with and assist LCP, to the best of its ability, to facilitate the provisions of all rendered services as appropriate according to the scope of work covered by this Agreement. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, LCP's income, revenues, gross receipts, personnel, or real or personal property or other assets.
7. Confidentiality. Both parties mutually agree that all information exchanged regarding each party's proprietary technologies, client lists, legal structures, intellectual property, non-public, proprietary information, methodologies, and processes are confidential (the "**Confidential Information**"). As such, all Confidential Information may not be disclosed or used for any purpose whatsoever except to perform under this Agreement. This shall not apply to (i) any information known or which has become public through no fault of either party, including but not limited to, information either party already had in its possession prior to the date of disclosure of such information, (ii) information either party obtains from a third party on a non-confidential basis; or (iii) any information that LCP or Client is required by law to disclose.
8. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the event(s) outline on the Order Form, and shall at all times include necessary amounts of time after the event(s) for delivery of all final Deliverables (the "**Term**").
9. Termination. Subject to the cancellation policy in Section 4, Client may terminate this Agreement only prior to thirty (30) days prior to the beginning of the event set forth in the Order Form, by delivering written notice of termination to LCP. LCP may terminate this Agreement before the end of the Term on written notice if Client fails to pay any amount when due hereunder. Sections 2, 3, 4,

10. Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such assignment shall provide that the assignees are subject to all the terms and conditions set forth in this Agreement.
11. Independent Contractor. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of this Agreement by LCP shall be under its own control, Client being interested only in the results thereof. LCP shall be solely responsible for supervising, controlling and directing the details and manner of the performance of this Agreement. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the performance of this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
12. Limited Warranty. LCP warrants that it shall perform the Services (a) using personnel of industry standard skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services, and provide Equipment for the event(s) that does not infringe or violate the intellectual property rights of any third party. LCP (a) MAKES NO WARRANTIES EXCEPT FOR THOSE SET OUT ABOVE; AND (b) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. Limitation of Liability. IN NO EVENT SHALL LCP BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LCP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO LCP PURSUANT TO THIS AGREEMENT PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Controlling Law. The validity, interpretation, and performance of this Agreement will be controlled and construed under the laws of the State of Utah. Client agrees to bring any and all litigation regarding this Agreement exclusively in Salt Lake County, State of Utah.
15. Waiver. The failure of either LCP or the Client to take affirmative action, with respect to any conduct of the other which is in violation of this Agreement, shall not be construed as a waiver of the violation or breach, nor shall it be construed or deemed to be a waiver of any rights of the parties.
16. Breach of Contract Claims. Any claims brought against LCP, its vendors, subcontractors, or suppliers for breach of Agreement must be commenced within one (1) year of the date of this Agreement or said claims shall be forever barred.
17. Indemnification. Client agrees to indemnify and hold harmless LCP, and its officers, directors, and employees, from any and all losses, claims, suits, proceedings, expenses of any kind (including attorneys' fees) damages (including punitive damages, fines and penalties) and costs that any of them may suffer or incur as a result of, or arising from, the obligations and responsibilities of Client under this Agreement. LCP agrees to indemnify and hold harmless Client, and its officers, directors, and employees, from any and all losses, claims, suits, proceedings, expenses of any kind (including attorneys' fees), damages (including punitive damages, fines and penalties) and costs that any of them may suffer or incur as a result of, or arising from the obligations and responsibilities of LCP under this Agreement.
18. Force Majeure. LCP shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of LCP including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions (municipal, state, or federal), war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to termination of this Agreement pursuant to Section 9, except that such termination may occur less than thirty (30) days before the date of the event(s) set forth in the Order Form.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

LCP:

CLIENT:

Lost Coast Production Partners LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**ORDER FORM**

[See Attached]



This Order Form is part of that certain Service Agreement between Lost Coast Production Partners LLC (“LCP”) and [Name of Client] (“Client”), dated effective as of [Date], and is for an event entitled [Event Name], located at [Event Location] on [Start Date] (the “Event Date”).

The below chart outlines all requested Services and Equipment along with other expense line items for all of Deliverables and the associated Fees for each line item. The Total Deliverables Fee Estimate is considered an estimate because it can be updated by all in-house or Union labor requirements, venue charges, permits, taxes, and other imposed fees. Similarly, all labor line items will be adjusted for actual hours worked. The final Total Deliverables Fee will be determined after LCP has all pertinent information.

ANY CHANGES TO THE SCHEDULE OR REQUESTED ADDITIONAL EQUIPMENT ADDED ON-SITE WILL BE CHARGED AS AN ADDITION TO THIS ESTIMATE.

<b>Total Deliverables Fee Estimate:</b>	

Payment Schedule:

Thirty (30) days before the Event Date, Client shall pay LCP all travel costs and 50% of the total Equipment fees.

Seven (7) days before the Event Date, Client shall pay LCP all labor and shipping costs, and 35% of the total Equipment fees.

Fifteen (15) days after the Event Date, Client shall pay LCP all remaining amounts of the Total Deliverables Fee Estimate.

All additional amounts invoiced pursuant to this Order Form or the Agreement shall be paid by the Client pursuant to the Agreement.

LCP:

CLIENT:

Lost Coast Production Partners LLC

\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_