

Harmony Event Productions

SOUND AND LIGHTING AGREEMENT

AGREEMENT Made this _____ day of _____ (Month), (Year) by and between Harmony Event Productions, a California Corporation, (hereinafter "Contractor"), and

_____, (hereinafter referred to as "Client")

acting by and through its authorized representative:

_____ (Name and Title), whose address is as follows:

Address

City

State _____ Zip Code

Phone () _____ Fax

E-mail

In consideration of the foregoing, the Parties, intending to be legally bound, hereby agree to the following:

1. Retention. The Contractor is hereby retained by Client and Contractor agrees to provide all necessary services described (Services), as set forth and specified by Client on the RIDER, which is attached hereto as **Exhibit A**.

2. Specification of Services. The Contractor agrees to perform the Services as set forth in the attached **Exhibit A** to professional standards consistent with the Industry to the reasonable satisfaction of Client during the term of this Agreement. The Contractor warrants to Client that all materials and equipment furnished under this Agreement will be in good working order unless otherwise specified, and that all Services will be performed in a timely manner consistent with said specifications. In so doing, Contractor has relied upon the information furnished by Client as to job specifications and venue specifics, and in turn, Contractor has furnished information as to the kind and quality of materials and equipment to be provided for execution of the Event as specified in the RIDER, and Client, by execution hereof, approves of same.

3. A. Fees for Engagement.

Client agrees to pay the Contractor for the work specified in the Rider ("Exhibit A") the fixed fee of _____ dollars (\$ _____), payable by Client as set forth hereinbelow in order to reserve Contractor's services for the Event. Payment shall be made as follows:

1. Payment of Deposit for one half of the contract fee within forty five (45) days of the event; and
2. Payment of the remaining balance due no later than twenty (20) days prior to Contractor's set up (load in) for the event.

B. Fees in Case of Cancellation. Cancellations must be made within 45 days in advance of the event date in order to allow Contractor to re-book.

1. In the event of a cancellation within forty-five days, but not less than thirty (30) days prior to the event, or in the event of a cancellation due to force majeure, (as defined hereinbelow), Contractor shall return one-half of the Deposit fees received to Client; and
2. In the event of a cancellation less than thirty (30) days prior to the event, the entire contract fee shall be due to Contractor

4. No Employment Status /Independent Contractor. The Parties understand and agree that the Contractor's status hereunder is that of an independent contractor. The Contractor is not considered an employee of Client in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.

5. Taxes / Withholding. The Contractor agrees that Client will not deduct income, Social Security or other taxes on any payments to the Contractor for services described in this contract. The Contractor further agrees that the Contractor is solely responsible for payment of any such taxes due to the proper taxing authorities. The Contractor shall indemnify and hold Client harmless from any assessments of such taxes and any interest and penalties imposed upon Client by reasons of the Contractor's failure to pay such taxes.

6. Compliance with Laws. The Contractor shall provide the services hereunder in full compliance with all applicable federal, state and local laws. In the event that there are Any Rules and Regulations of the Venue itself, Client Agrees to provide the same, in writing to Contractor within three (3) days of entering this Agreement. If it is determined by Contractor, in its' sole discretion that Contractor cannot reasonably provide the services specified by this Agreement and be in compliance with such Rules and Regulations, the Parties shall immediately work together to design alternatives to Contractor's anticipated performance to the satisfaction of both Parties. In the event that this cannot be accomplished within a reasonable time, not to exceed two (2) weeks from entering into this Agreement, Contractor shall have the right to cancel this Agreement, return Client's Deposit, and all Parties' performance hereunder shall be excused.

7. Liability. The Contractor agrees that any personal injury to the Contractor, its employees or third parties, or any property damage resulting solely from performance by Contractor of Services hereunder shall be the responsibility of the Contractor, however, Client shall be liable if any such injury or damage results from the negligence or willful misconduct of Client or Client's agents and/or employees, it being the intent of this provision to absolve and protect Client from any and all loss except loss due to its negligence or willful misconduct. Client shall be responsible to indemnify Contractor for any damage, whether negligent or intentional, to Contractor's equipment by attendees at the Event, or by

Client's employees and/or agents.

8. Insurance. The Contractor agrees to provide evidence of Contractor's liability insurance upon Client's request, and to provide Client with evidence that Client has been named as an additional insured thereunder for the Event.

9. Cancellation / Non-Payment / Liquidated Damages. Client acknowledges that in agreeing to provide services hereunder, Contractor has committed time and resources and will, by reason thereof, be unable to take on other business commitments due to Contractor's commitments under this Agreement. As such, the failure to pay Contractor the sums as and when due as specified in this Agreement shall result in the forfeiture of any Deposits or other payments received hereunder from Client, and the same shall be deemed liquidated damages designed to compensate Contractor for the out of pocket loss sustained by reason of Client's breach.

10. No Authority to Bind Client. In the performance of Services, the Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind Client and shall not represent to anyone that the Contractor has such authority.

11. Intellectual Property. The Contractor shall not make use of Client trademarks, trade names and service marks, however, Client agrees that Contractor may publicize the Contractor's performance of Services at the Event in connection with Contractor's brochures, websites, and or other advertising and/or marketing materials.

12. General Provisions

A. Partial Invalidity. Nothing in this Agreement contained shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. This Agreement in all respects shall be subject to the laws of the State of California relating to agreements executed and wholly performed within the territorial limits of such State.

B. Disputes/Breach; Governing Law. All disputes occurring under this Agreement shall be submitted to, and finally determined by way of binding arbitration. The Arbitration shall be held in the County of Los Angeles, State of California, and shall proceed under the terms of Arbitration contained in the California Code of Civil Procedure and California Rules of Court governing arbitrations, including California Rules of Court 1613 governing evidence at such hearings. The parties shall agree upon a private arbitrator to conduct any hearings necessary, and the prevailing party shall be entitled to actual attorneys' fees and costs. This Agreement shall be governed by California law, without regard to conflict of laws principles.

C. Notices. All Notices in connection with this Agreement may be given by either party to the other by delivering said Notices, either personally, by facsimile transmission, by Certified Mail, or by telegram, and if so mailed, faxed, telegraphed or hand delivered shall, except as herein expressly provided, be conclusively deemed to have been given upon delivery thereof. Notices shall be delivered to the Parties at the addresses set forth on the signature page hereto. In the event of a refusal to accept delivery of any notices given hereunder, proof of service shall be by affidavit of a registered process server within the State of California, which notice shall also be mailed by U.S. post, with a proof of service conforming to the requirements of California Code of Civil Procedure, Sections 1005 and 1013.

D. Entire Agreement; Amendments. This Agreement supersedes other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and contains all the covenants and agreements between the Parties with respect hereto, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be amended except by a written agreement executed by the Parties through their authorized representatives.

E. Facsimile Counterparts. This Agreement may be executed in counterparts, and the parties may exchange signed copies by facsimile transmission, which signatures shall be valid as if the parties circulated and exchanged a single document bearing all signatures.

F. Representations and Warranties. Each of the Parties represents and warrants to the other that in performing the obligations under this Agreement, neither will be in breach of any agreement with a third party relating to the subject matter of this Agreement.

G. Force Majeure. Neither party shall be liable in damages (other than for delay in the payment of money due and payable hereunder) or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any permit or license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

AGREED TO AND ACCEPTED:

FOR CLIENT

_____ (Print Name of Company/Organization)

By _____ (Signature)

_____ (Print/Type Name)

_____ (Print/Type Title)

_____ (Date)

FOR THE CONTRACTOR

Harmony Event Productions, a California Corporation

By _____ (Signature)

Shawn Ellis, President

_____ (Date)

_____ (Contractor Federal Tax I.D. Number)

EXHIBIT A

RIDER TO CONTRACT BETWEEN
Harmony Event Productions, a California Corporation
and

In reference to that certain Agreement dated _____, as between the Parties specified hereinabove, the following terms, specifications, and conditions, (collectively, the “Specifications”), are hereby incorporated therein and specifically made a part thereof:

Details of Event

1. Name of Event:
2. Date(s) of Event:
3. Time of Event:
4. Venue of Event:
5. Contractor Load-in Time:
6. Venue Contact Person/Phone

Services to be Provided by Contractor (“Specifications”)

[Specify Job Details Here, or Attach Separate Spec. Sheet]

General Provisions:

1. Services are based upon the Specifications provided to Contractor by Client. Both Parties acknowledge that they have reviewed the job requirements, and that the Specifications set forth above have been approved by Client.
2. Unless Specifications above provide that Harmony Sound is to provide for any additional electrical power supply, Harmony Sound will not be responsible in the event that the power available at the venue is inadequate to perform to the Specifications set forth above. In such event, Harmony will use it’s professional talents and judgment to provide the best possible lighting and/or sound under the available circumstances, but shall have no further liability therefor, and Harmony’s contract price shall not be reduced as a result thereof.
3. Any changes in Specifications must be made no later than two weeks prior to the Event, and must be approved by Harmony. Changes may result in increase to contract pricing.

Approved:

By _____ (For Client)

By _____ (For Harmony Sound)