

## Agreement

**1. Services and Equipment.** For good and valuable consideration, the receipt of which is hereby acknowledged, Stages Northwest Inc. (“**Stages NW**”) agrees to provide the services (the “**Services**”) and equipment (including all parts of and accessories to such) for Customer’s use (the “**Equipment**”), as set forth in Stages NW’s Purchase Order, which is attached and incorporated by reference to this Addendum as **Exhibit A**. Customer and Stages NW agree that no changes will be made in the scope of Services absent a written amendment or change order executed by both Customer and Stages NW. The Equipment is and shall at all times be and remain the sole and exclusive property of Stages NW. Customer shall have no right, title or interest to the Equipment except as to the use thereof as set forth in this Addendum. Any additional Services or Equipment added by amendment or change order may require payment of an additional deposit.

**2. Payment.** In consideration of the Services to be provided and the Equipment to be supplied by Stages NW under this Agreement, Customer agrees:

**a.** To pay Stages NW the price set forth on **Exhibit A** (the “**Price**”). Should Customer fail to pay any part of the Price per the terms of this Agreement and/or **Exhibit A**, for any reason whatsoever, Stages NW shall be entitled to cease performance of any Services, refuse to deliver and/or install the Equipment, and/or to remove the Equipment from the site, without any prejudice to Stages NW’s right to demand payment from Customer of any unpaid part of the Price for Services provided and/or Equipment supplied, together with any other damage suffered and, moreover, without any recourse or claim of any nature whatsoever by Customer against Stages NW.

**b.** Customer agrees to pay a non-refundable deposit of 50% of the Price upon execution of this Agreement to secure equipment and services for the dates indicated in Exhibit A. Customer may be required to place a credit card on file, should a deposit be problematic. This card may be charged for all future invoices. Customer agrees that this Agreement is not valid until Stages NW’s receipt of the full deposit or Customer’s valid credit card information is on file. The remaining 50% of the Price must be paid in full before Equipment is installed. Stages NW may delay set-up due to lack of payment. Stages NW is not responsible for any delays, costs, etc. due to Customer’s tardy or lack of payment. A final invoice, including any change orders or cost adjustments, will be sent within 15 business days from completion, also known as the load out. This final invoice is due Net30 from the date it is received. Should payment not be made within the specified due date, the credit card may be charged without further authorization of Customer, together with a 3.5% transaction fee, per the terms of **Exhibit B**. If Customer fails to adhere to the payment terms as outlined in this Agreement, **Exhibit A** and this Agreement, Stages NW reserves the right to cancel this Agreement within thirty (30) days of the failure. Interest will be charged on past due amounts at the lesser of 1.5% per month or the maximum rate permitted by law. In the event any third parties are employed to collect any outstanding monies owed by Customer, Customer agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation.

**3. Customer Obligations.**

**a.** Customer shall provide a detailed schedule to Stages NW no less than 14 days prior to the load in date listed on **Exhibit A**. In the absence of a schedule, Stages NW may deliver the Equipment at 9:00 am on the load in date listed on **Exhibit A**.

**b.** For all agreements requiring Customer supplied labor, via volunteer and/or paid skilled/unskilled labor, Customer shall be responsible for providing the agreed number of staff to set up, take down and clean-up event site and to have such competent, legal aged staff trained in doing so prior to the event. In the event Customer fails to supply sufficient, competent, able-bodied labor, Stages NW reserves the right to not install the Equipment, without reduction of the Price or to provide such labor at additional cost to Customer (Customer acknowledges that premium labor pricing may apply). The labor provided by Customer is required to be present within 15 minutes prior of the scheduled load in time to receive proper training from Stages NW staff. For any time spent by Stages NW’s personnel (including but not limited to any technician or driver) beyond the 15 minute period specified above, and that is not caused by Stages NW, Customer may be billed an additional rate of \$200.00 per hour per technician or stage lead on site, together with the hourly rate of the driver.

**c.** Should customer supplied labor prove insufficient or unavailable, Stages NW reserves the right to maintain schedule by assigning and charging for added in-house labor. Every reasonable effort to communicate the need for additional labor will be fully documented and sent to the client directly. Day-of labor solutions may be charged at a rate of \$200.00/hour.

**d.** Customer shall secure the area surrounding the Equipment to prevent access to such Equipment by non-authorized persons. Customer acknowledges that this may require that it provide (at their cost) overnight security.

**e.** Customer shall be responsible for all lighting and necessary electrical requirements. Stages NW personnel shall have free and unrestricted access to the Equipment and the site throughout the event.

**4. Rental Period and Accounts.** Stages NW rents the Equipment to Customer for the period commencing when the Equipment is delivered to Customer and ending upon its retrieval by Stages NW. Stages NW may terminate rental at any time by written notice to Customer and/or by retaking the Equipment. Terms: NET 30 upon issuance of invoice. Customer shall bring any disputed invoices to the attention of Stages NW within fifteen (15) days of receipt of the invoices, or the invoices are deemed correct and undisputed.

**5. Receipt and Use of Equipment.** By accepting delivery, Customer acknowledges that the Equipment is in good working and secure condition, including all devices and materials needed to use the Equipment. Customer shall not abuse, harm, or improperly operate or use the Equipment, and shall possess and operate and use it in conformance with all applicable laws and regulations. Customer shall be solely responsible for the operation and use of the Equipment in accordance with all Equipment specifications and customary safety practices. Customer shall not allow anyone other than Customer’s qualified employees to operate the Equipment without Stages NW’s express written authorization. In the event of failure of the Equipment, Customer shall notify Stages NW within 24 hours of the failure.

**6. Lost or Damaged Equipment.** The Equipment is considered to be in the possession and responsibility of Customer from the time of delivery to Customer until Stages NW regains physical possession. Customer shall not alter or damage the Equipment. Customer is responsible for all damage, loss, or theft of Equipment up to the fair market value or cost of repair and rental on the Equipment at the regular rental rate until repairs are completed, plus a ten percent (10%) processing fee. Stages NW may invoice Customer the cost of repairing any such damage.

**7. Bodily Injury/Property Damage Responsibility to Third Parties.** Stages NW does not provide, extend, or afford any insurance coverage to Customer, authorized operator(s) or users. If valid and collectible insurance on any basis is available to Customer or any other person and such protection satisfies the financial responsibility laws, then no liability protection is afforded by Stages NW. However, if Customer is in compliance with the terms and conditions of this Agreement, and if Stages NW is determined by law to provide liability protection, such liability protection shall be limited to any applicable insurance coverage carried by Stages NW.

**8. Indemnify and Hold Harmless.** Customer shall defend, indemnify, and hold harmless Stages NW and its officers, directors, members, managers, employees, shareholders, and affiliates (collectively “**Indemnitees**”) from any and all claims, losses, costs, damages, and expenses of every kind and nature (including attorneys’ fees) arising out of or in any manner connected with this Agreement or Customer’s use of the Equipment including, without limitation claims for injury to, or death of, and for loss or damage to real or personal property. This indemnity shall be without limit and without regard to the cause(s) thereof, including without limitation, the negligence (whether sole, joint, concurrent, comparative, contributory, active, or passive), strict liability, product liability, breach of contract, breach of warranty, violation of statute, or other fault of the Indemnitees, and whether or not caused by a pre-existing or defective condition of the Equipment. Customer shall notify Stages NW immediately if the Equipment is involved in, or a part of, an accident, and shall furnish Stages NW with a complete report thereof including names and addresses of all persons involved and all witnesses. In the event any covenant in this Section is deemed to be unenforceable or against public policy, such covenant will be considered to be divisible with respect to the scope of Customer’s indemnification obligations, and such lesser scope will be effective, binding, and enforceable. It is the express intention that Customer’s indemnity obligations under this Section shall survive the termination of this Agreement.

**9. Insurance.** Customer shall maintain Commercial General Liability insurance covering all operations and contractual obligations with minimum limits of \$1,000,000 per occurrence. Customer’s insurance shall be primary insurance as to any insurance carried by Stages NW. Customer shall provide coverage for Stages NW for any losses, claims, accidents, or occurrences arising out of Customer’s use of the Equipment, including for claims of negligence or other wrongdoing on behalf of Stages NW. Customer agrees that this Agreement is not a construction contract.

**10. Subletting and Location.** No item of rented Equipment shall be sublet, assigned, re-rented, loaned, or removed from the location at which Customer represented it was intended to be used.

**11. Retaking of Equipment.** If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for the Stages NW to retake the Equipment to protect the Equipment or Stages NW from loss or damage, Stages NW and its agents may go upon Customer’s property and retake the Equipment, without notice and legal process, and Customer waives all rights to a prior judicial hearing. Stages NW and its agents may take all action reasonably necessary to retake the Equipment and Customer waives for itself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by Stages NW in retaking the Equipment. Customer agrees to pay all costs and expenses incurred by Stages NW in retaking the Equipment.

**12. Compliance with Law and Safety Regulations.**

a. As Stages NW has no control over the use of the Equipment by Customer, Customer agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State and Local laws, regulations, and ordinances, which may affect the Equipment, or the operation thereof, while it is in the possession of Customer. Customer shall indemnify and hold the Indemnitees harmless from any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations and ordinances.

b. To promote a safe staging environment, Customer shall adhere to all safety procedures provided by Stages NW, including but not limited to any wind resistance, installation and dismantling procedures, stage rigging restrictions, and any instructions provided by Stages NW's on-site technicians. When applicable, a high wind action plan will be drafted and included in your project documents as **Exhibit C**. If included, Customer expressly acknowledges the contents of agrees to strictly adhere to **Exhibit C**, without exception.

c. Customer shall notify Stages NW of any accident or incident that can be a basis of a claim by or against any party to this Agreement. Such notice shall be in writing by e-mail.

**13. Cancellation.** If Customer decides to cancel the event more than thirty (30) days prior to its scheduled date for any and all reasons, Customer forfeits any deposit paid and shall pay Stages NW for all Services performed, all Equipment ordered (whether or not provided or delivered to the event site prior to cancellation) and all costs incurred by Stages NW under this Agreement through the date of cancellation to the extent not covered by any deposit. Customer shall also pay Stages NW any and all costs to restock, resell or wholesale the Equipment and to cancel the any agreements Stages NW has with any suppliers. Restocking will be charged as time and materials. If Customer decides to cancel the event thirty (30) days or less prior to its scheduled date for any and all reasons, Customer forfeits any deposit paid and shall pay Stages NW the full Price as set forth in **Exhibit A**. In the event that the amount paid by Customer exceeds the costs incurred as of the date of cancellation, Stages NW may elect to issue refund in the form of a check or as credit for future events.

**14. Force Majeure.** Neither party shall be responsible for delay or default caused by labor disputes, fire, flood, earthquake, windstorm, war, terrorism, acts of government, incidence of disease or other illness that reaches outbreak, epidemic, endemic and/or pandemic proportions or other causes significantly affecting the area in which the event site is located, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or any causes which are beyond such party's reasonable control and which could not have been reasonably anticipated as of the date of this Agreement (each a "**Force Majeure Event**"); provided, however that the occurrence or existence of a Force Majeure Event shall not excuse Customer's timely payment for the Services provided or Equipment supplied. Each party shall make all reasonable efforts to remove or eliminate Force Majeure Event and shall, upon the cessation of the cause of the Force Majeure Event, diligently pursue performance of its obligations under this Agreement.

**15. Governing Law; Jurisdiction; Venue; Legal Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. The site of venue of any suit shall be Portland, Oregon and Customer, by execution of this Agreement, hereby consents to the personal jurisdiction of said venue. In the event a suit or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees (including all paralegals' and experts' fees) and all other fees, costs, and expenses actually incurred in connection therewith. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement.

**16. Counterparts, Electronic Execution and Delivery.** This Agreement and this Addendum may be executed in any number of counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one agreement binding on all parties. This Agreement and this Addendum may be executed by affixing an electronic signature by DocuSign or the equivalent electronic signature and digital transaction management service. Electronic delivery of documents by facsimile or email, including without limitation the delivery of .PDF, .JPG or the equivalent, shall be legally sufficient to bind the party the same as delivery of an original.

**17. Marketing And Photographer Access.** When available, the Customer agrees to provide Stages NW with two (2) to four (4) passes to the event for marketing and promotional purposes. These passes shall be provided at no additional cost and will be used solely for the promotion and representation of Stages NW at the event. Additionally, the Customer grants Stages NW the right to capture and use photographs and other media taken at the event for promotional purposes, including but not limited to social media, the company's website, printed materials, and other marketing channels.

Exhibits:

- Exhibit A – Approved Quote/Estimate
- Exhibit B – Credit Card Approval, via Stripe
- Exhibit C – High Wind Action Plan