

Production Terms and Conditions

Services and/or Equipment will not be rendered without a signed copy of this quotation and payment terms defined 48 hours prior to the requested delivery date.

BINDING AGREEMENT. This legally binding agreement is entered into by Production Design Associates, Inc. ("PDA") and Client for good and valuable consideration. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THIS PAGE AND ADDITIONAL TERMS ON THE BACK HEREOF AND ON ANY OTHER PAGES and is the complete agreement of the parties, superseding all other understandings or prior agreements.

PDA'S SERVICES. Except as otherwise set forth in this agreement ("herein"), PDA agrees to provide the services specified herein, including equipment and labor necessary to deliver the equipment to the venue, to set-up, operate and strike the equipment, and to return the equipment to PDA's facilities. PDA will perform its services in a professional manner according to industry standard practices. PDA may delay or discontinue its performance if PDA determines that such action is necessary due to conditions beyond PDA's control. Client acknowledges and agrees that PDA is not responsible for conditions beyond its reasonable control.

CLIENT'S EVENT DUTIES. Notwithstanding anything to the contrary set forth herein, Client shall, at its sole expense: (i) provide safe, secure and appropriate environmental conditions, full and unrestricted access to the venue and necessary power and facilities for set-up and operation of the system by PDA's employees and contractors; (ii) provide for electrical professionals, other third party vendors and additional equipment deemed necessary by PDA; (iii) coordinate the delivery, set-up and operation schedule with PDA and give PDA ample, fair notice of any changes; (iv) provide 24-hour security to safeguard PDA's equipment at the venue, including during the event; (v) be solely responsible for and bear the entire risk of loss, theft, destruction of, or damage to PDA's equipment or injury to PDA's personnel from any cause whatsoever except loss, damage or injury caused solely by PDA's negligence or willful misconduct; (vi) assume full and sole responsibility for the content of media displayed, or message delivered, whether live or recorded, including compliance with all intellectual property laws; and (vii) obtain liability insurance concerning the venue, event and this agreement, to include PDA's services, including personal injury and property damage, with contractual liability endorsement, with a combined single limit of not less than \$2,000,000; such policy shall name PDA as an additional insured and insure PDA's contingent liability under this agreement and be issued by an insurance company acceptable to PDA and licensed to do business in South Carolina; Client shall provide PDA with a certificate confirming the insurance and that all premiums have been paid by Client.

CHARGES; PAYMENT; CANCELLATION. Client agrees to pay all charges for services rendered as contemplated herein, even if Client does not achieve its intended benefit due to conditions beyond PDA's reasonable control. The labor hours indicated herein are estimates only; the actual hours likely will vary from the estimates. With the exception of union labor, the first 10 hours each day are charged at straight time, and any additional time is charged at time and a half. Union labor overtime and double time are charged as appropriate. Any discount(s) reflected herein are contingent on timely payment in full by Client. Sale or cross-rental items included herein are not subject to discounts and may be subject to sales tax. Client is responsible for the actual labor hours, which will be invoiced after the services are rendered. Client shall pay PDA 50% of the amount indicated herein upon execution of this agreement by both parties. Client shall pay the balance indicated herein no later than 10 days prior to the delivery date set forth herein. Client shall pay any additional sums owed, based on a final invoice, immediately upon receipt of such invoice. Client authorizes PDA to charge against Client's credit card all

amounts that may become due under this agreement when due, including without limitation all losses and damages incurred by PDA. Damages and losses may include without limitation repair or replacement (by payment of the current list price) of PDA's equipment as PDA deems appropriate. If Client cancels this agreement or reduces PDA's services by more than 30% prior to the scheduled delivery date, Client shall pay a cancellation fee as follows: 0% for notice received at least 15 days before delivery date; 25% for notice received between 7 and 14 days before delivery date; and 50% for notice received less than 7 days before delivery date. All notices shall be in writing signed by the party serving the same.

DISCLAIMER OF WARRANTIES. PDA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. Client and PDA expressly waive any right to any special, indirect, incidental, or consequential damages, including without limitation punitive damages and third party claims. In no event shall PDA's liability exceed the fees paid by Client hereunder. This section shall survive the expiration or termination of this agreement.

INDEMNITY. Client shall indemnify, defend and save PDA and PDA's agents and employees harmless from any and all claims, liability, damages, costs and expenses, including reasonable attorneys' fees and costs, whether due to claims for injuries or death to persons or damage to property, or otherwise, arising from or relating to this agreement, but excluding claims, liability, damages, costs and expenses attributable solely to PDA's negligence or willful misconduct. PDA shall indemnify, defend and save Client and Client's employees harmless from any and all claims, liability, damages, costs and expenses, including reasonable attorneys' fees and costs, whether due to claims for injuries or death to persons or damage to property, or otherwise, attributable solely to PDA's negligence or willful misconduct. This section shall survive the expiration or termination of this agreement.

DEFAULT. Client agrees that any unpaid balance due hereunder shall draw interest at rate of 1.5% per month and shall continue until such balance is paid in full and that all discounts are forfeited in the event of a default by Client. Client agrees to pay all reasonable attorneys' fees and costs incurred by PDA in connection with PDA's enforcement of this agreement. Client expressly agrees that it shall be subject to the personal jurisdiction of the courts in Charleston County, SC and that venue shall lie in such courts. **THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

MISCELLANEOUS. This agreement may be amended only by a written instrument signed by the parties. Nothing herein shall be construed to constitute either party as a partner or joint venturer with the other party. The failure of a party to enforce its rights hereunder shall not constitute a waiver of such rights or prevent such party from enforcing its rights at a later time. PDA shall not be liable for any delay or failure in the performance of any of its obligations caused by an act of God, war, labor dispute, government action, inability to obtain suitable labor, materials or supplies, or any other cause beyond its reasonable control. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. The headings herein are for convenience only and shall not affect the provisions herein. If any provision herein is found to be illegal, void or unenforceable, the other provisions shall remain in full force and effect. This agreement shall be governed by SC law, excluding its conflicts of laws principles. In the event of a dispute concerning the interpretation of this agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which drafted the document. A copy of this agreement signed and transmitted by facsimile or other electronic means shall be deemed to be an original and shall be binding.

Rentals Terms and Conditions

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CONDITION, OPERATION AND RETURN OF EQUIPMENT. Client acknowledges that Client has inspected the equipment, received the equipment in good working order, accepted the equipment "AS IS," and is solely responsible for use, operation and return of the equipment. PDA is not responsible for any conditions which prevent satisfactory operation of the equipment. Client shall return the equipment to PDA by the time specified herein and in the same condition as received. In addition to rental charges, Client is responsible for all losses and damages incurred by PDA due to damaged, stolen or lost equipment from any cause whatsoever. Damages and losses may include without limitation repair or replacement (by payment of the current list price) of the equipment as PDA deems appropriate.

DISCLAIMER OF WARRANTIES. PDA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. Client and PDA expressly waive any right to any special, indirect, incidental, or consequential damages, including without limitation punitive damages, loss of profits or revenue, and third party claims. In no event shall PDA's liability exceed the rental fee paid by Client. This section shall survive the expiration or termination of this agreement.

INDEMNITY. Client shall indemnify, defend and save PDA and PDA's agents and employees harmless from any and all claims, liability, damages, costs and expenses, including reasonable attorneys' fees and costs, whether due to claims for injuries or death to persons or damage to property, or otherwise, arising from Client's rental or use of the equipment or in any way relating to this agreement. This section shall survive the expiration or termination of this agreement.

PAYMENT; DEFAULT. Client authorizes PDA to charge against Client's credit card all amounts that may become due under this agreement, including without limitation rental charges and all losses and damages incurred by PDA. Payment is owed regardless of any conditions which prevent satisfactory operation of the equipment. For all equipment not returned by the specified time, Client agrees that the rental rate shall increase to one and a half times the rental rate set forth herein, until Client returns the equipment. Client agrees to pay all reasonable attorneys' fees and costs incurred by PDA in connection with PDA's enforcement of this agreement. Client expressly agrees that it shall be subject to the personal jurisdiction of the courts in Charleston County, SC and that venue shall lie in such courts. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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