



San Diego – Los Angeles – San Jose
Central Office: 17645 Sierra Hwy, Santa Clarita, CA 91351
(800) 6321-SOS (767) - Fax: (888) 425-2378

SINGLE EVENT CONFIRMATION CONTRACT

Agreement made on 04/12/21, by and between Alvord Unified School District is hereinafter referred to as the "Client", and by request SOS ENTERTAINMENT referred to as "SOS".

Event Summary

Event: Hillcrest High School Movie Night/ Senior Sunset

Date: 05-13-21

Time: 8:00pm - 10:00pm

Location: 11800 Indiana Ave, Riverside, CA 92503

*****On-site contact name (for day of event):** Becca Cook Cell #: (909)910-5367

Requirements

By executing this contract, Client agrees that he or she is at least eighteen (18) years of age, that he or she has the authority to enter into this Agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract. This contract contains the entire Agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative of either party hereto, which are not contained in this written contract, shall be valid or binding.

Individual Event Details

Event details including: package contents, finalized agenda items, proposed themes, etc. may be found on documents outside of this individual agreement.

Basic Reservation Requirement

Client has expressed a desire to reserve the necessary equipment, fleet, crew or other services to be rendered by SOS for the event stated above. In requesting such a reservation, client agrees to pay the reservation fee of 0. This non-refundable deposit will be applied to the "Final Service Fee" for the entire event.

Waiver of Deposit

SOS may, at their discretion, waive the deposit required for reservation without waiving any of their other rights under the service Agreement. Waiver of deposit will be made per discretion of SOS Entertainment on a case by case basis for customers with previous event history.

Payment Requirements

Client agrees to pay SOS the amount of \$5,325.00 for rendered services during listed event. The final Service Fee must be received in full **before the listed event date**. Payment may be made via check, cashier's check, cash or credit card. Late payments are subject to penalties and/or late fees. Additionally, all extended special pricing and discounts will be void if payment is not received PRIOR to the event date. If payment is not made within 14 days after listed event, client agrees to pay a late fee equal to 10% of the total Service Fee. If payment is not received within 30 days of the event, client agrees to pay a late fee equal to 15% of the total Service Fee. Client also agrees to pay any fees associated with collection agencies or legal costs in pursuing Service Fee(s) listed in this contract. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.

Other Payment Considerations

In return for services rendered and equipment supplied by SOS, the Client has agreed to supply SOS with the following:

Arrival Time, Set-up and Strike

This Agreement guarantees SOS will be ready to perform at the start time of the engagement. SOS requires at least 4 hour(s) before the engagement for set-up and 3 hour(s) after the engagement to remove equipment.

Client Direction

Client expressly reserves the right to control the manner, means and details of the performance and/or services by SOS through the provided questionnaire(s) and/or through an event agenda provided by Client. SOS must receive any written event/music agenda or music request list prior to the engagement to guarantee inclusion in SOS' programming guidelines. Client shall provide necessary event media, lists or other paperwork by the following deadlines:

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|--|---------------------------------|
| ➤ Request Additional Insured Certificates | At least 21 DAYS prior to event |
| ➤ Copy of Auto, Workers Comp and other Insurance | At least 14 DAYS prior to event |
| ➤ Event Timeline, Run of Show, Audio Visual Cues | At least 14 DAYS prior to event |
| ➤ Music Questionnaires / Request Lists | At least 14 DAYS prior to event |
| ➤ Video Content, Slide Shows, Powerpoint Presentations | At least 7 DAYS prior to event |

Working Condition and Guarantees

Client will provide a safe environment for SOS to perform its services. This environment must be safe from hazards associated to physical or verbal harassment, construction, water, rain, fire, extreme temperatures, extreme sunlight, heavy dust or other elements hazardous to sensitive audio visual equipment, crew and performers. Under conditions where SOS is on-site for over four hours, the ability and freedom to access water and food must be available. Client will provide a secure environment for SOS and SOS equipment. In the case that equipment is stored at a venue and NOT under the direct control of SOS or its employees OR while under the possession of Client, Client assumes all risk of theft, damage or injury. Client shall pay the replacement value or repair costs of all property and equipment damaged, lost or stolen while in their possession.

Unreasonable Load-in Conditions

Client agrees to pay applicable fees for unreasonable load-in conditions. These include, but are not limited to: transporting staging and trussing up stairs, moving heavy equipment over dirt paths when direct access for vehicles does not exist or access paths over 250' in length. Client agrees to pay for any additional cost incurred by SOS to execute such load-in and will be billed after listed event.

Accessibility

Client agrees to grant access to necessary elements required for SOS to perform its services before, during and after the event. This includes, but is not limited to: Venue parking, safe venue load area, sufficient lighting (if at night), a contact for the venue, unlocked entry ways to venue, accessible electrical, accessible water, etc. Client agrees to hold SOS harmless in the case that SOS is unable to access the required elements to perform its services.

Guests

Client shall assume the risk and responsibility for Client's guests at all times. SOS can discontinue service without refund due to acts of violence, underage drinking, drug use or other illegal or unsafe activities. Client is explicitly responsible for damage caused by negligence of Client's guests. Client is also responsible for the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.

Equipment Guarantee

SOS will be responsible for any unforeseen equipment failure or damage due to negligence. A refund for the specific service costs or costs of damage to property will be made to Client by SOS.

Client and other Vendor Equipment

SOS will not be held responsible for equipment or items belonging to Client or other Vendors not directly contracted by SOS. Client may not hang or secure items to existing SOS equipment. Client agrees to not rearrange, adjust or move SOS equipment in any way. Client also agrees to not disconnect electrical power provided to SOS at any time or connect electrical items to outlets, cables or power strips belonging to SOS, unless directly advised to do so by an SOS representative.

Cancellations and Amendments

This Agreement cannot be terminated except by mutual written consent of both the Client and SOS. In the case of cancellation, Client is required to pay any unrecoverable costs incurred by SOS after this Agreement is signed. Client agrees to pay full Service Fee (if listed above) if event is cancelled within 14 days of event date. Client also agrees all installment payments prior to event are non-refundable.

Should Client make changes to the event date and/or time after this Agreement, Client shall be responsible for compensating SOS for all event planning, production costs, vendor cancellation fees and any additional costs associated with such change.

In the case where a multi-event discount exists, termination of this contract enacted after the first event listed will result in a loss of all deposits for future (and outlined) events. Also, all previously extended discounts included in a multi-event Agreement may be void and/or the difference retroactively due in full.

Force Majeure

Neither party shall be liable for any failure or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including (without limitation) acts of God or a public enemy including, but not limited to: earthquakes, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes and/or acts of any governmental body, nor shall any such failure or delay give either party the right to terminate this Agreement.

SOS reserves the right to discontinue service during an event without refund due to damage caused by unforeseen weather conditions during outdoor events. This includes, but is not limited to: damage or probable damage from rain, thunderstorms, lightning or other unsafe conditions.

Denial or Termination of Service

SOS reserves the right to refuse or terminate service to anyone at anytime where lack of safety precaution or likelihood of abuse of equipment (or personnel) is evident. In the case of multiple events or ongoing service, SOS reserves the right to terminate future service Agreements if lack of safety or equipment abuse exists.

Limit of Liability

SOS' liability for failure to perform in whole or in part any portion of the Agreement of services, or failure of any rented equipment to operate properly or effectively, is limited to the face value of the contract for those specific products or services. SOS shall not be responsible for any injury suffered by Client, its agents or guests either in person or on property other than by reason of the negligence or willful misconduct by any agent employed by SOS on the premises. SOS shall further have no responsibility for loss or damage to personal property of Client or its agents or guests unless due to SOS' negligence. SOS shall not be responsible for fire damage, water damage or any loss whatsoever to any vehicle unless due to SOS' actions. Further, SOS shall not be responsible for any personal injuries sustained by Client or its agents or guests in the parking areas adjacent to or provided for the event location.

Media

SOS may capture general photo, video or audio recordings during the event. SOS will be permitted to do so without permit or consent and files shall be property of SOS Entertainment.

Agreements

If any provision of the Agreement is judicially declared to be invalid, illegal or unenforceable, such provision shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall remain in force.

Arbitration

Any dispute or claim arising from or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), except for a dispute or claim falling within the jurisdiction of the California Small Claims Court, shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential or other multiple or exemplary damages, and the Parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in California; both Parties hereby give their irrevocable

consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

Signatures

SOS ENTERTAINMENT

(Signature) Derek Sage

(Print Name) Derek Sage

(Title) President

(Date) 04/12/21

CLIENT

(Signature) Sherri Kemp

(Print Name) Sherri Kemp, Ed.D

(Title) Assistant Superintendent,
Educational Services

(Date) April 19, 2021