

Professional Services Agreement

This Professional Services Agreement (this Agreement) is entered into as of the order ship date, (Effective Date), by and between Creative Technology Group, Inc (CT), and the Customer (Customer).

Subject to the terms and conditions of this Agreement, CT and Customer agree as follows:

1. **SERVICES** CT agrees to perform those services (Services), rent that equipment (Equipment), and deliver those resale items (Resale Items), all as set forth above, attached hereto and incorporated herein (the Quotation), for/to Customer. Services shall be performed, Equipment shall be rented, and Resale Items shall be delivered, for/to Customer by CT on the applicable dates (and for the applicable terms) set forth in the Quotation. The location at which Services, Equipment and Resale Items are to be provided is the Show Venue identified in the Quotation. CT is an independent contractor in the performance of Services, and Customer is and shall be deemed to have no control over the manner in which CT completes Services. CT shall be entitled to utilize any of its employees, independent contractors, and subcontractors to perform Services.
2. **PAYMENT** Unless otherwise expressly agreed to in writing by CT, the following shall apply with respect to Customer's payment obligations hereunder:
 - (a) **Initial Deposit** A deposit equal to fifty percent (50%) of the Total price indicated on the Quotation shall be paid by Customer on the date of Customer's execution of this Agreement. The balance of the Total price indicated in the Quotation shall be due and payable by Customer on or before ten (10) days prior to the Deliver date indicated on the Quotation.
 - (b) **Non-Union Labor Rate** For non-union labor, the first ten (10) hours per day are charged at straight time, the next two (2) hours are charged at time and a half, and any remaining hours are charged at double time.
 - (c) **Union Labor Rate** Union labor overtime and double time is charged on the basis required to be paid to the union members.
 - (d) **Estimates** Customer acknowledges that the Quotation is an estimate, and that the actual charges may vary. To the extent that such actual charges exceed the Total price, Customer agrees to pay such actual charges as may be billed to Customer, and all other amounts that may otherwise be due from Customer under the terms of this Agreement, no later than thirty (30) days from the Show End date specified in the Quotation.
 - (e) **Late Charge** A late charge of 1.5% per month (18% per annum), or the maximum amount allowed by law if such amount is less, will be applied to all amounts due from Customer that are not paid in accordance herein.
 - (f) **Taxes** Unless otherwise expressly set forth in the Quotation, all fees and charges contained in the Quotation are exclusive of any and all federal, state, local and foreign taxes (Taxes), including but not limited to sales tax, use tax, property tax, excise tax, customs duties, and other charges that may be assessed, charged, imposed or levied by any federal, state, local or foreign authority. All such Taxes shall be borne solely by Customer.
 - (g) **No Setoff** All payments due CT hereunder shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever. Discounts, if any, shown in the Quotation are conditional upon Customer's timely payment of its payment obligations herein, and may be withdrawn at anytime upon Customer's failure to tender timely payments.
 - (h) **Queries** All queries shall be notified in writing to CT no later than 14 days from the date of invoice. The existence of a query in respect of any individual item on an invoice shall not affect the due date for payment of the balance of the invoice.
3. **CANCELLATION FEES** Customer shall be liable for payment of a cancellation fee if Customer cancels the event or any of Services, Equipment, Labor and/or Resale Items (together the Cancelled Items). The cancellation fee shall equal to (i) fifty percent (50%) of the Cancelled Items price indicated in the Quotation if written notice of cancellation is received fourteen (14) or more days prior to the Load In date shown on the Quotation; (ii) seventy five percent (75%) of the Cancelled Items price indicated in the Quotation if written notice of cancellation is received seven (7) or more (but less than fourteen (14)) days before such Load In date shown on the Quotation; and (iii) one hundred percent (100%) of the Cancelled Items price indicated in the Quotation if written notice of cancellation is received six (6) days or less before such Load In date shown in the Quotation. Cancellation of Resale Items will result in a charge equal to any direct or indirect losses suffered by CT as a result of such cancellation.
4. **CUSTOMER RESPONSIBILITIES** Customer shall provide adequate facilities for CT's installation, use, operation and removal of Equipment and provision of Services, including but not limited to power supplies and safe working areas as CT may reasonably request from time to time. Customer shall provide twenty-four (24) hour security to safeguard Equipment during the period that Equipment is located at the Show Venue set forth in the Quotation. Customer shall provide CT with physical access to the Show Venue and Equipment at all times as reasonably requested by CT. On the Pick-Up date set forth in the Quotation or upon the earlier termination of this Agreement, Customer shall return Equipment to CT in the same condition as when delivered, ordinary wear and tear excepted, at the Show Venue or such other location as CT may reasonably designate. All costs and expenses associated with Customer's performance of its obligations under this Section 4 shall be borne solely by Customer.
 - (a) **Third Party Actions** To the extent permitted by law, CT shall not be liable for and Customer agrees to indemnify and hold CT, its affiliates, officers, directors, agents and employees, harmless for any claims, losses, damages, costs or expenses (including attorneys fees and costs) arising out of or in connection with any personal injury property damage (including loss of use thereof) or economic loss caused by or resulting from the negligence or omission of third parties (including, but not limited to, vendors, contractors or subcontractors) that are not under an express contract with CT.
5. **EQUIPMENT OPERATION, TITLE AND INSURANCE**
 - (a) **Access, Operation and Maintenance** Equipment shall be accessed, operated and maintained only by CT's employees or its designated agents unless otherwise authorized in writing by CT, whereby such authorization may be withheld in CT's sole and absolute discretion. To the extent CT does authorize any Customer personnel or Customer agents to access, operate and/or maintain Equipment, Customer will ensure all such access, operation and/or maintenance are carried out in a manner consistent with CT's requirements, as well as with the relevant manufacturers' specifications.
 - (b) **Title** Title to all Equipment shall at all times remain with CT and/or the relevant third parties, and Customer shall have no right whatsoever to any Equipment other than as set forth elsewhere in this Agreement. Furthermore, all Equipment shall be deemed to be personal property notwithstanding its attachment or fixture thereof to real property. Between the Deliver date and the Pick-Up date set forth in the Quotation, Customer shall, at its sole cost and expense, defend CT's (or relevant third parties') title to Equipment and shall keep it free and clear of all claims and liens of third parties except for the respective rights of Customer and CT under this Agreement and liens created by CT. Equipment shall not be removed by Customer (or by a third party at the direction/consent of Customer) from the Show Venue specified in the Quotation except as otherwise consented to by CT in writing.
 - (c) **Insurance** Customer agrees to obtain and keep in force during the term of this Agreement and use of the Equipment, policies of property and general liability insurance with limits of \$2,000,000 each with such responsible companies satisfactory to CT and if applicable, worker's compensation insurance to statutory limits and employer's liability insurance. Customer agrees to include CT in such policies as an additional insured. All outside vendors retained by Customer related to this Quotation will be required to submit to CT copies of their liability insurance as well.
6. **EQUIPMENT DAMAGE OR DESTRUCTION** Customer assumes all responsibility for the cost of repair and replacement of Equipment that may be damaged, lost, stolen, destroyed, condemned, confiscated or seized during the period that Equipment is located at the Show Venue identified in the Quotation or in transit arranged by Customer, excepting only such damage or destruction that may be suffered solely as a result of the gross negligence or willful misconduct of CT or its employees or agents. Unless otherwise expressly agreed to in writing by CT, all repairs shall be performed by CT or CT's designated agents or third parties and the costs thereof shall be paid by Customer. To the extent that CT reasonably determines Equipment is lost, stolen, totally destroyed, condemned, confiscated or seized, or CT reasonably determines it cannot be appropriately repaired on a cost effective basis, Customer shall pay CT for the replacement cost new.
7. **INDEMNITEE BY CUSTOMER** Customer hereby agrees to defend, indemnify and hold CT harmless from any and all claims, damages, causes of action of every kind and nature, liabilities and/or obligations stemming from or relating to its use or misuse of the Equipment, regardless of whether such liability or obligation arises in contract, tort (including, but not limited to, personal injury or death) or in any other fashion except to the extent such damage was caused by a defect in the Equipment or the gross negligence or willful misconduct of CT, its employees, agents and contractors. Such indemnification includes, but is not limited to, all costs and expenses (including all attorney's fees) incurred by CT.
8. **EVENT OF DEFAULT**
 - (a) **Definition** For purposes of this Agreement, an Event of Default shall mean: (i) Customer's failure of its payment obligations hereunder in a timely manner; (ii) breach of any of Customer's obligations or covenants hereunder; (iii) Customer attempts to sell, transfer, encumber, part with possession, or sublet any Equipment absent CT's prior written consent; (iv) Customer's making of any representation or warranty herein or in any other document furnished to CT which is

false, inaccurate or incomplete; (v) the entry of a decree or order for relief against Customer by a court of competent jurisdiction in any involuntary case brought against the Customer under any bankruptcy, insolvency or other similar law (collectively, Debtor Relief Laws) generally affecting the rights of creditors and relief of debtors now or hereafter in effect; (vi) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar agent under applicable Debtor Relief Laws for Customer or for any substantial part of its assets or property; (vii) the ordering of the winding up or liquidation of the Customer's affairs; (viii) the filing of a petition in any such involuntary bankruptcy case, which petition is not dismissed within 180 days of filing or which is not dismissed or suspended pursuant to applicable provisions of the Federal Bankruptcy Code (or any corresponding provision of any future United States Debtor Relief Law now or hereafter in effect); (ix) the consent by Customer to the entry of an order for relief in an involuntary case under any such law or to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar agent under any applicable Debtor Relief Laws for Customer or for any substantial part of its assets or property; or (x) the making by Customer of any general assignment for the benefit of its creditors.

(b) **Remedies** Upon the occurrence of any Event of Default at any time during the term of this Agreement, CT may in its discretion, do any one or more of the following: (i) immediately terminate this Agreement upon notice to Customer; (ii) declare all sums under this Agreement to be immediately due and payable upon notice to Customer; (iii) require that Customer return all Equipment to CT; and (iv) subject to compliance with applicable law, enter Show Venue specified in the Quotation to retake possession of Equipment. Furthermore, Customer shall be responsible to CT for all reasonable attorneys' fees, costs, losses and other expenses incurred or sustained by CT arising from or connected with an Event of Default or with remedial measures taken by CT in response thereto. The remedies set forth in this Section 8(b) shall be cumulative with those available elsewhere under this Agreement or otherwise available under law or equity.

9. **WARRANTY** CT warrants that Equipment is free from material defects and in good operating condition for normal use during the period commencing with Load In date and ending on the Pick-Up date specified in the Quotation, except such warranty does not extend to Equipment: (i) that may be damaged, lost, stolen, destroyed, condemned, confiscated or seized during the period that Equipment is located at the Show Venue identified in the Quotation; or (ii) the failure of which is due, in whole or in part, to a breach by Customer of any provision of this Agreement or to Customer misconduct.

(a) **Remedy for Breach of Warranty** IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 9, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO REQUIRE CT TO REPAIR SUCH EQUIPMENT OR TO OBTAIN A SUBSTITUTE THEREOF, ALL AS DETERMINED BY CT.

(b) **Disclaimer** SUBJECT TO THE WARRANTY SET FORTH IN THIS SECTION 8, SERVICES, EQUIPMENT AND RESALE ITEMS ARE PROVIDED BY CT TO CUSTOMER ON AN AS IS BASIS, AND CUSTOMER'S USE OF SERVICES, EQUIPMENT AND RESALE ITEMS ARE AT CUSTOMER'S OWN RISK. CT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

(c) **Limitation of Liability** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, EVEN IF CUSTOMER HAS NOTIFIED CT IN ADVANCE OF SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD PARTIES. IN THE EVENT OF A BREACH BY CT OF ANY PROVISION OF THIS AGREEMENT, CT SHALL HAVE NO LIABILITY WHATSOEVER FOR DAMAGES IN AN AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CT UNDER THE QUOTATION.

10. **GENERAL PROVISIONS**

(a) **Entire Agreement/Modification** This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any prior agreement between the parties. This Agreement may be modified or amended only by a writing signed by both parties.

(b) **Waiver** No failure or delay in exercising any right, power or privilege in respect of this Agreement, or failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, will act as a waiver, and a single or partial exercise of any right, power, or privilege will not act to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

(c) **Severability** If any provision (or portion thereof) of this Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions (including other portions of a provision having an invalid portion) shall remain in full force and effect and, as far as possible, the arbitrator or court shall limit the scope or application of the affected clause to the least extent possible in order that it may be valid and enforceable.

(d) **Assignment** Neither this Agreement nor any of the duties or obligations hereunder may be assigned by either party without the prior written consent of the other party, which may be withheld at such other party's sole and absolute discretion.

(e) **Successors** This Agreement shall be binding upon and inure to the benefit of the parties and their permitted heirs, successors, executors, and permitted assigns.

(f) **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law rules. In the event of any lawsuit, arbitration, or other proceeding between or among any of the persons, entities or Organizations hereunder, that relates in any way to this Agreement or any matter referred to herein, the lawsuit, arbitration or other proceeding shall take place in Los Angeles County, California.

(g) **Legal Fees** In the event of any legal or equitable proceeding (or arbitration) arising out of or in connection with the parties' obligations under this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs, including reasonable costs for experts. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award.

(h) **Notice** All notices, communications, or consents given by either party to the other party must be in writing, addressed to the party to be notified at their address set forth above, or as may be later designated in writing. Notices shall be effective: (i) twenty-four (24) hours after telefax or other similar electronic method, (ii) seventy-two (72) hours after deposit in the United States mail, certified, return receipt requested and postage prepaid, or (iii) immediately upon personal delivery. Notice in any other manner shall be effective only if and when received.

(i) **Confidentiality.** Customer acknowledges that the information contained in the quote is confidential and undertakes not to use the information other than for the purposes of this agreement or to disclose the information to any third party except if appropriate the Customer end client, any professional advisor in connection with this agreement or as may be required by applicable law or regulation.

Agreed on behalf of:
Creative Technology Group, Inc.

Agreed on behalf of:
Customer:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____