

Iode Design, LLC

dba Iode Productions

Acceptance of Service and Rental Agreement

GENERAL TERMS and CONDITIONS

1. **ACCEPTANCE.** This Proposal will be valid for a period of thirty (30) days from the Proposal Date (“Acceptance Period”). In the event this proposal is not accepted, signed and returned to Iode Design, LLC within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period.

2. **ESTIMATE.** This proposal was developed based upon information provided by the undersigned customer (“Customer”). This proposal is only an estimate of equipment and services to be provided in connection with the applicable event (“Event”). In the case where the actual amount of equipment, services and labor provided in connection with the Event is greater than the amount specified in this proposal, Customer shall be charged for such additional equipment, services and/or labor (including rental fees and freight) at prevailing standard rates. Unless otherwise itemized on the proposal, all pricing excludes sales tax, freight, shipping/handling and electrical charges (if applicable to the Event) which will be charged and due upon final invoice. Sales tax exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. In the event tax exemption certificates are not received prior to the billing of the Event, sales tax will be due and payable at the time of final invoice.

3. **LABOR RATES.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates and per diems apply and are based upon prevailing rates and practices at the venue where the Event is being held and the business division providing the equipment and services. Labor estimates were developed based on information provided by the Customer. All Labor calls are subject to a minimum charge period based on venue, servicing, and or Union rules, as they may apply. In the event that the employee works more hours than estimated in the proposal, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked.

4. **EQUIPMENT RATES.** Unless otherwise noted, all rates are based upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00am and continuing through 11:59pm. Customer agrees to pay the rental fees described in this proposal for the stipulated period. Any equipment that is used and/or retained by Customer for a longer period shall be subject to Iode Design, LLC’s prevailing rates until the equipment is returned.

5. **EQUIPMENT HANDLING.** All equipment must be handled by Iode Design, LLC personnel only. Equipment may not be moved, stored, or serviced by Customer or any other party. Customer may not operate the equipment unless authorized by Iode Design, LLC. Customer will incur additional charges if equipment is moved or relocated by Customer or any other party. Customer agrees that Iode Design, LLC shall be permitted free access to the equipment at any time before, during and/or after the Event for purposes of set/strike, maintenance and routine checks. Iode Design, LLC retains all title and rights in and to the equipment and all related accessories.

6. **DAMAGE & SECURITY.** Customer shall be responsible for all equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect), unless caused by Iode Design, LLC’s negligence. In addition to amounts due to Iode Design, LLC in connection with this proposal, Customer agrees to pay Iode Design, LLC upon demand for all amounts incurred by Iode Design,

LLC on account of lost, damaged and stolen equipment, based upon repair costs for reparable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer shall be responsible for rental fees while equipment is being repaired and/or replaced, as the case may be. If security is required by Customer or deemed necessary by Iode Design, LLC to protect the equipment during the Event, Customer shall be responsible for all costs in connection with the provision of security.

7. EQUIPMENT FAILURE. Iode Design, LLC maintains and services its equipment in accordance with the manufacturer's specifications and industry practice. Iode Design, LLC does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason whatsoever, Customer agrees to immediately notify a Iode Design, LLC representative. Iode Design, LLC will attempt to remedy the problem as soon as possible so that the Event is not interrupted. Customer agrees and acknowledges that DCS assumes no responsibility or liability for any loss, cost, damage or injury to persons or property in connection with the Event as a result of inoperable equipment or otherwise. Under no circumstances will Iode Design, LLC be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Event.

8. PAYMENT. Direct Bill - Customers will be required to make a deposit of at least 50% of the total invoice at least 30 days prior to the first day of the Event or at signing of the contract if such date is within 30 days of the first day of the Event. The deposit received will be credited to the final invoice for the Event. Customer shall be required to make full and final payment to Iode Design, LLC within 30 days of the Event.

9. CANCELLATION. If Customer cancels the Event or the provision of audiovisual equipment and services by Iode Design, LLC more than **30days** prior to the first day of the Event, no cancellation charges shall apply except for any expenses actually incurred by Iode Design, LLC. Any deposits will be refunded less any incurred expenses. Cancellations received less than **30 days** but more than **15days** prior to the Event shall be subject to a cancellation charge equal to **50%** of the total estimate of charges described on the most recent proposal submission. Cancellations received at least **15days** but more than 72hours prior to the first day of the Event, shall be subject to a cancellation charge equal to **75%** of the entire estimate of charges contained in the most recent version of this proposal. Cancellations received 72hours or less before the first day of the Event, or after equipment has departed from its storage facility will be subject to a cancellation charge equal to **100%** of the total estimate of charges described on the most recent version of this proposal. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event and/or cancels the provision of audiovisual equipment and services by Iode Design, LLC. Cancellation fees, including fees to cover any incurred costs, shall be due immediately upon any such cancellation by Customer.

NOTE: ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY IODE DESIGN, LLC'S ON-SITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF APPLICABLE - IF ANY CUSTOM SETS, GOBOS OR OTHER CUSTOM MATERIALS ARE REQUIRED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO IODE DESIGN, LLC REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY PSAV OR ITS AFFILIATES IN SECURING AND/OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% ADMINISTRATION FEE.

10. INDEMNIFICATION. Customer and Iode Design, LLC each hereby forever agree to indemnify, defend and hold harmless the other for any and all claims, losses, costs (including reasonable attorneys fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors or omissions of each party and their respective

employees, agents, representatives and contractors.

11. LIMITATION OF LIABILITY. Notwithstanding any other provision, Iode Design, LLC's aggregate liability to Customer under any circumstances shall be strictly limited to an amount equal to the actual fees paid to Iode Design, LLC in connection with the Event. Under no circumstances shall Iode Design, LLC's liability exceed such fees paid by Customer to Iode Design, LLC in connection with the Event.

12. FORCE MAJEURE. Performance under this Agreement may be delayed due to unforeseeable and unavoidable delays caused by federal, state or municipal actions, statutes, ordinances or regulations; acts of god, hurricanes, earthquakes, war or terrorism; other adverse weather conditions; strikes or other labor disputes; or other unforeseeable incidents outside of any responsible party's control which shall make such performance impossible and/or impractical. The party whose performance is so delayed shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay.

13. MISCELLANEOUS. This proposal shall be governed and interpreted in accordance with the laws of the state where the Event is located. Time is of the essence with respect to each party's obligation hereunder. The individuals signing this proposal each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this proposal. The provisions of this proposal may only be modified by written agreement signed between the parties.

14. ADDITIONAL TERMS AND CONDITIONS. From time to time, additional Event-specific terms may also be included throughout the proposal. Customer understands and agrees to any additional provisions contained within the Event Proposal.

Acceptance By:

Customer

Iode Design, LLC

Date _____

Date: _____