

Agreement and Disclosures

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This Agreement and Disclosures is made effective for all purposes in all respects as of signing of Pricing Agreement by and between Thomas Media Solutions, LLC, hereinafter referred to as "the COMPANY" and **the party or parties hiring the COMPANY for services**, hereinafter referred to as "The CLIENT" relating to the current event and subsequent events desired by the CLIENT, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract is required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, any retainer fee or deposit collected is non-refundable and shall be liquidated damages to The COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's related charges incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to adhere to the timeline for the EVENT(S) as prescribed in SECTION 3 of this agreement. Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

SAFETY: The COMPANY reserves to right to terminate coverage and leave the location of the EVENT(S) if the representative from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the representative from the COMPANY is in question.

EVENT TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. The EVENT(S) commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), the EVENT will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT at the hourly rate agreed upon in SECTION 3 of this agreement.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT location(s) and the COMPANY's office address. For all EVENT(S), the first 50 miles of roundtrip travel are included (25 miles to event + 25 miles return travel). All miles in excess of 50 miles roundtrip are charged at \$0.50 per mile.

Event Entertainment Agreement

Thomas Media Solutions, LLC

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations.

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

LIMIT OF LIABILITY: In the unlikely event that the assigned representative from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S) to the CLIENT.

In the unlikely event that there is an equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S).

PAYMENT SCHEDULE: Payment amounts and payment schedule information are defined in SECTION 3 of this contract. Payment schedule provisions will apply to any extension of the original contract including addition of any additional services post-signing of the initial contract by the CLIENT. In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S) or provide further services. If final payment is by check, the COMPANY requires that the check is cleared prior to the date of the EVENT(S).
Returned checks will be assessed a \$100.00 non-sufficient funds fee.

PRICING: Pricing for services rendered and products purchased by the CLIENT are defined in SECTION 3 of this contract. Services not included in this initial contract will be sold by signing a pricing agreement addendum to the original contract. The COMPANY reserves the right to establish non-standardized pricing dependent on EVENT variables.

By signing a Pricing Agreement, you acknowledge that you have read and understood the terms above. You agree to the terms of this Agreement and Disclosures document and understand that this applies to this and all future EVENT(S). In the event that changes are made to this document, you also understand that the COMPANY is responsible for providing you an updated copy of this document.