

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of [Date] (the “Effective Date”) by and between:

Service Provider:

Lit & Loud Entertainment

Address: Beaver Dam, NB

Phone: 506-461-6288

Email: info@litandloudentertainment.com

(hereinafter referred to as “Service Provider”)

Client:Name:

Address:

Phone:

Email:

(hereinafter referred to as “Client”)

Collectively, the Service Provider and Client are referred to as the “Parties.”

### 1. Scope of Services and Equipment

The Service Provider shall provide and operate audio/visual and lighting equipment (the “Equipment”) for the event scheduled on [Event Date] at [Event Venue/Location] (the “Event”), in accordance with the selected package below:

#### A. Pulse Starter Package

Designed for intimate events and small gatherings.

- Equipment Provided:
- Two (2) high-quality speakers (e.g., YAMAHA SM12V, SM115V, or SM12IV; models subject to availability or comparable substitutes)
- One (1) professional audio mixer
- One (1) wired microphone
- Two (2) color-changing LED flood lights
- One (1) ALTO Bluetooth TOTAL Bluetooth Receiver
- Upgraded Professional Gear:
- YAMAHA P7000 Power Amplifier
- FBX Dual Feedback Exterminator
- DBX Compressor
- POWERBASE PB4X4 PRO (advanced power distribution and filtering system)
- Service Details:
- Event Duration: Up to six (6) hours, inclusive of setup, operation, and breakdown
- Additional Hours: CAD \$100 per hour beyond the initial six (6) hours
- Base Price: CAD \$500 per event, exclusive of applicable travel fees (see Section 5)

#### B. Pulse Pro Package

Designed for larger events and high-energy gatherings.

- Equipment Provided:
- Four (4) high-quality speakers (e.g., YAMAHA SM12V, SM115V, or SM12IV; models subject to availability or comparable substitutes)
- One (1) professional audio mixer
- One (1) wired microphone

- Two (2) color-changing LED flood lights
- Two (2) PAR64 stage lights
- One (1) Jellydome Moonflower Effect Light
- One (1) ALTO Bluetooth TOTAL Bluetooth Receiver
- Upgraded Professional Gear:
- YAMAHA P7000 Power Amplifier
- FBX Dual Feedback Exterminator
- DBX Compressor
- POWERBASE PB4X4 PRO
- Service Details:
- Event Duration: Up to six (6) hours, inclusive of setup, operation, and breakdown
- Additional Hours: CAD \$125 per hour beyond the initial six (6) hours
- Base Price: CAD \$900 per event, exclusive of applicable travel fees (see Section 5)

## 2. Setup, Operation, and Breakdown

a. Setup: The Service Provider shall arrive at the Event venue at a mutually agreed-upon time prior to the Event start. Billing shall commence upon initiation of setup activities.

b. Operation: A qualified technician shall remain on-site throughout the Event to ensure optimal Equipment performance and address any technical issues that may arise.

c. Breakdown: The Service Provider shall dismantle and remove the Equipment following the Event at no additional charge. Breakdown time shall not be included in the billable Event duration.

## 3. Payment Terms

- a. Deposit: A deposit of fifty percent (50%) of the total package price is required upon execution of this Agreement to reserve the Event date. Refund conditions are governed by Section 4.
- b. Final Payment: The remaining balance shall be due and payable in full no later than one (1) hour prior to the scheduled Event start time.
- c. Late Fees: Any amounts due under this Agreement not paid when required shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law, if lower) until paid in full.
- d. Default: Failure to remit the final payment in full by the specified deadline shall relieve the Service Provider of any obligation to perform services unless payment is received prior to the Event start, in which case late fees per Section 3. c shall apply. Upon such failure, the Client shall forfeit the deposit.
- e. Payment Methods: Payment methods accepted shall be communicated by the Service Provider at the time of booking.

#### 4. Cancellation Policy

- a. Cancellations with Notice: If the Client cancels the Event at least seven (7) calendar days prior to the scheduled Event date, the deposit shall be refunded, less an administrative fee of CAD \$100.
- b. Late Cancellations: Cancellations within seven (7) calendar days of the Event date shall result in forfeiture of the deposit in its entirety, unless the cancellation is due to a force majeure event as described in Section 11.

#### 5. Travel and Lodging Fees

##### a. Travel Fees:

- A base travel fee of CAD \$50 shall apply to Events located outside a 30-kilometer radius of Fredericton city center (the "Central Fredericton Area").

- For Events beyond this radius, an additional fee of CAD \$0.50 per kilometer shall apply for each kilometer traveled beyond 30 kilometers, calculated round-trip.

b. Lodging Fees:

- If the Event requires an overnight stay for Service Provider staff, the Client shall reimburse actual lodging costs, not to exceed CAD \$150 per person per night unless agreed otherwise.

- Reasonable meal allowances or per diem expenses may also be charged, supported by receipts.

c. All travel and lodging fees shall be included in the final payment due per Section 3. b, unless actual costs (e.g., lodging receipts) are invoiced separately within seven (7) days following the Event.

## 6. Equipment Damage, Theft, or Loss

a. The Client shall be liable for any damage, theft, or loss of Equipment beyond normal wear and tear occurring during the Event.

b. In such instances, the Client shall reimburse the Service Provider for repair or replacement costs based on the following estimated values:

- Yamaha Speaker (per unit): CAD \$800
- YAMAHA P7000 Power Amplifier: CAD \$2,500
- FBX Dual Feedback Exterminator: CAD \$600
- DBX Compressor: CAD \$400
- POWERBASE PB4X4 PRO: CAD \$800
- ALTO Bluetooth TOTAL Receiver: CAD \$250
- LED Flood Light (per unit): CAD \$100
- PAR64 Stage Light (per unit): CAD \$150
- Jellydome Moonflower Effect Light: CAD \$250

c. The Service Provider shall provide an Equipment condition report upon setup. Any discrepancies noted upon breakdown may result in charges per this section.

## 7. Client Responsibilities

a. The Client shall provide a safe and suitable environment for the installation, operation, and removal of the Equipment.

b. The Client shall ensure access to adequate electrical outlets and comply with all venue-specific requirements.

c. The Client shall obtain any necessary permits or permissions for the Event.

d. The Client shall coordinate with the venue to ensure the Service Provider has reasonable access for setup, operation, and breakdown, including sufficient time and space as agreed upon in advance.

e. The Client shall be responsible for any damage, theft, or loss of Equipment beyond normal wear and tear, as detailed in Section 6.

## 8. Right to Refuse Service

The Service Provider reserves the right to refuse or terminate services, without liability beyond the terms of Section 9, if the Client, its agents, or attendees engage in conduct that jeopardizes the safety of personnel or Equipment, or if the venue conditions pose an unreasonable risk, as determined in the Service Provider's sole discretion. In such cases, the Client shall remain liable for all fees incurred up to the point of refusal or termination.

## 9. Limitation of Liability

The Service Provider shall exercise reasonable care in the setup and operation of the Equipment. However, the Service Provider shall not be liable for any indirect, incidental, or consequential damages arising from the Event. The Service Provider's total liability under this Agreement shall not exceed the amount paid by the Client hereunder.

## 10. Indemnification

The Client shall indemnify, defend, and hold harmless the Service Provider, its employees, and agents from and against any claims, damages, or liabilities arising out of or related to the Event, except in cases of gross negligence or willful misconduct by the Service Provider.

## 11. Force Majeure

Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, natural disasters, war, terrorism, government regulations, or other events beyond the reasonable control of the affected Party. In such cases, the Parties shall negotiate in good faith to reschedule the Event or adjust payment terms, if applicable.

## 12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick, Canada. Any disputes arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of New Brunswick.

## 13. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral. Any amendments to this Agreement must be in writing and signed by both Parties.

## 14. Acceptance

By executing this Agreement, the Parties acknowledge that they have read, understood, and agree to be bound by its terms and conditions.

SERVICE PROVIDER:

Lit & Loud Entertainment

Signature: \_\_\_\_\_

Name: Tyler Cleghorn

Date: \_\_\_\_\_

CLIENT:

Signature: \_\_\_\_\_

Name:

Date: \_\_\_\_\_