RENTAL/SERVICES AGREEMENT

Sound-Stagling-Lighting

T.

LMG Attractions Inc. 1085 Lindo Ct. Manteca Ca. 95337 209-275-0226

June 20, 2013

LMG Attractions Inc. (Hereinafter referred to as the "Consultant"), and Mountain House Community Services District (Hereinafter referred to as the "District") for the purpose of supplying sound reinforcement, staging, entertainment and event management between the undersigned parties at the Mountain House Community Services District

This agreement is for service to the Mountain House Community Services District in the Fiscal Year 2013-2014 which includes pre-planning and organization for following dates of events:

- June 14th 2014 Kite Festival
- July 4th Celebration in the Park
- Music in the Parks Concert
 - o July 27th, 2013
 - o Aug. 17th, 2013
 - o Sept 21ST 2013

This agreement shall also include early preplanning for events held in 2014. To include billable hours for planning and deposits for entertainment or contractors as needed and approved by MHCSD

The scope of work shall include but not limited to:

- Booking all Entertainment, Bands, Bounce houses ect.
- Provides contracts and coordination of all Artists, and or contractors
- Investigate Vendors, and contract all Vendors
- provide all necessary paperwork for event such as;
 - o Health permits,
 - o Contracts and insurances' if needed.
- Entertainment Sound requirements
- Sound and Stage and management of each event
- Day of event management for vendor placement and coordination,
- Coordination of each event with MHCSD to insure each event is well managed and executed.

Sound-Staging-Lighting

LMG Attractions Inc. 1085 Lindo Ct. Manteca Ca. 95337 209-275-0226

• Attends all meeting required by MHCSD

At the date of the signing of this agreement the event schedules may include the following, subject to any necessary last minute substitutions:

- A. Consultant hereby agrees to provide all the sound equipment and personnel specified within. Consultant warrants that the equipment listed within is in good working order and equal to the manufacturers operating specifications.
- B. Consultant shall provide one (1) Stage 20 x 20 and shade tent, Entertainment, Stage, Sound and Event Management for the each Music in the Park concert series, July 4th Celebration, and Kite Festival.

Sound system as the following Equipment shall be:

- a) 32channel digital console with operator
- b) DB Technologies Loud Speakers
- c) DB Technologies Monitor speakers
- d) Microphones, stands
- e) Cables and connections
- C. District shall pay to Consultant the invoiced amount on or before each event. Invoices will be submitted to District 14 days prior to each event and will be as per budget, list below for each event.

In the event that a entertainment venue being planned requires a deposit, District shall provide to Consultant that deposit upon notification. Consultant shall provide District notification of such need for a deposit in a timely manner. Checks shall be made out to LMG Attractions. Each Event will run from the times stated on the Mountain House CSD Annual Event Calendar. Stages and tents will be delivered on Friday afternoon before each event. District shall provide security for the stage and tent overnight. On the days that events fall on other than a Saturday, tents will be set up the afternoon before the event and District shall be responsible for tent and stage security from set up until the event start time. Sound shall be delivered and set up 3 hours prior to each event sound checks to be done as artist arrives.



RENTAL/SERVICES AGREEMENT

Sound-Staging-Lighting

LMG Attractions Inc. 1085 Lindo Ct. Manteca Ca. 95337

209-275-0226

- D. Entertainment shall be provided by LMG Attractions. At the time of the execution of the agreement the scheduled acts are as follows:
- June 14, 2014th Kite Festival, Water Stage to be all Community acts booked by LMG to include local kids groups of dancing, martial arts and other groups as booked. Headlining act will be
- July 4th 2013 Threshold and community acts
- July 27th 2013 "House Rockers"
- August 17th 2013 Main Street Music all Star Jazz Band" w/ Main Street youth Jazz Band
- September 21st 2013 "Evolution" a tribute to Journey
 - E. District shall be responsible for any theft, vandalism or damage to Consultant equipment except for normal usage during the venue or event. This responsibility begins when truck doors are unlocked at load—out.
 - F. Consultant shall provide labor to install and remove Consultant equipment during the term of this Agreement
 - G. District shall designate one of his representatives to be responsible for decisions necessary to complete any and all aspects of this agreement. This person shall be on-site and fully available from the beginning of load-in through the completion of load out. Representative shall have full authority to make any and all final decisions. This person shall be available and capable of responding to Consultant starting 24 hours prior to load-in.
 - H. District shall provide the electrical and circuit's necessary for Consultant to perform duties herein. In the event District's electrical system is not functioning and Consultant must rent generators, Consultant shall charge District for the generator as an extra to this contract. Generator shall be charge at its cost plus a twenty five (25) percent markup.
 - I. Consultant is acting as an independent agent in the performance of its duties herein. District is not responsible for any worker compensation or workmen's compensation insurance for Consultant or Consultant employees or personnel. All expenses pertaining to Consultant's employees and personnel, including but not limited to taxes, insurance, union or guild dues or any other expenses regarding Consultant's



Sound-Stagling-Lighting

 \propto

LMG Attractions Inc. 1085 Lindo Ct. Manteca Ca. 95337 209-275-0226

employees or personnel are the sole responsibility of the Vendor.

- J. This Agreement is for service rendered rain or shine. Consultant and/or District have the right to interrupt the performance of any duties hereunder in the event of inclement weather, safety, or any other conditions which Consultant or District regard as hazardous. Any such interruption, postponement or cancellation of services shall not affect the Consultant compensation specified herein.
- K. NO PART OF THIS DOCUM ENT MAY BE CROSSED-OUT OR OTHERWISE ELIMINATED OR MODIFIED. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of California and shall be the place of execution and jurisdiction.
- L. Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.
- M. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

THE UNDERSIGNED PARTIES have read and understand the terms and conditions of this Agreement and do hereby set their hands.

MHCSD August McClintol	LMG Attractions Inc.
6-20-13	David Tillman
Date	Date



EST. 1977 RENTAL/SERVICES AGREEMENT

Sound-Staging-Lighting

X

LMG Attractions Inc. 1085 Lindo Ct. Manteca Ca. 95337 209-275-0226

Budget for 2013 - 2014

Entertainment Water Park Stage \$4500 Staging and Sound includes generator \$3950 Other Entertainment: Sparkle and Ravioli the Clowns and Bounces Houses Event management day of \$1000 Billable hours for Planning and vendor coordination Billed at \$20 per not to exceed 40 hours \$600 Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500 Event Management day of \$1000
Other Entertainment: Sparkle and Ravioli the Clowns and Bounces Houses Event management day of \$1000 Billable hours for Planning and vendor coordination Billed at \$20 per not to exceed 40 hours \$600 Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Other Entertainment: Sparkle and Ravioli the Clowns and Bounces Houses Event management day of \$1000 Billable hours for Planning and vendor coordination Billed at \$20 per not to exceed 40 hours \$600 Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Event management day of \$1000 Billable hours for Planning and vendor coordination Billed at \$20 per not to exceed 40 hours \$600 Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Event management day of \$1000 Billable hours for Planning and vendor coordination Billed at \$20 per not to exceed 40 hours \$600 Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Billable hours for Planning and vendor coordination Billed at \$20 per not to exceed 40 hours Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Billed at \$20 per not to exceed 40 hours Total \$12,550 July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
July 4, 2013 Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
July 4, 2013\$1800Entertainment Water Park Stage\$1800Stage and Sound includes generator\$3950Sparkles the Clown and Bounce house\$2500
Entertainment Water Park Stage \$1800 Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Stage and Sound includes generator \$3950 Sparkles the Clown and Bounce house \$2500
Sparkles the Clown and Bounce house \$2500
•
Billable hours for Planning and vendor coordination
Billed at \$20 per not to exceed 40 hours \$600
\$000
Total \$8,850
Music in the park Series
•
July 27, 2013
Entertainment \$2800
Stage, Sound \$3800
Event Management \$ 500
Billable hours for Planning and vendor coordination
Billed at \$20 per not to exceed 40 hours \$600
Total \$7,700
August 17, 2013
Entertainment \$2800
Stage, Sound \$3800
Event Management \$ 500
Billable hours for Planning and vendor coordination
Billed at \$20 per not to exceed 40 hours \$600



Sound-Staging-Lighting

X

LMG Attractions Inc. 1085 Lindo Ct. Manteca Ca. 95337 209-275-0226

Total \$7,700

September 21 ST , 2013	
Entertainment	\$2800
Stage, Sound and Hospitality tent	\$3800
Event Management	\$ 500
Billable hours for Planning and vendor coordination	
Billed at \$20 per not to exceed 40 hours	\$ 600

Total \$7,700

Consultant will perform other tasks as requested by District on a time and material basis not to exceed 20 hours per week. All additional work shall be billable at \$25 per hour and will be submitted by the 15th of each month all hours will be pre-approved by MHCSD.

MHCSD shall also pay for any other rental items needed, I.E. Generators, extra tents, tables, chairs ect.. All must be preapproved by MHCSD.