



Event Production - Terms of Service

PRODUCER TERMS AND CONDITIONS

The following Terms and Conditions apply to all agreements for BML-Blackbird "BML" to act on a Clients behalf in order to produce an event for Client. All terms apply unless specifically excluded in writing. These terms are published and reference is made to the below terms on all invoices for services. In the absence of any other agreement the below terms constitute the entire agreement between the Parties. To the extent there is a written agreement, the below Terms and Conditions are incorporated into such agreement by reference.

1) All services to be rendered to Client by BML are based upon the specific needs of each project on a case by case basis. BML will, for the fee quoted for such services, act in the best interests of Client to meet the requirements and goals of Client based upon the agreed upon event production budget. To the extent BML advises Client that any element of its budget is unrealistic as to obtaining goods, services, labor, or any other elements of the production known or unknown at such time, BML does not warrant nor guarantee the event outcome. BML will, on a best efforts basis, manage any such line item(s) which, in its opinion are insufficient to deliver the desired result to the best of its reasonable ability to do so including through value engineering the overall budget. In no event shall BML be liable for any non-performance of any such provider except to the extent that BML failed to properly communicate the to the provider, sufficient detail as to services to be provided, timing of such services to be provided, and the full expectation of the degree of performance of a particular provider and respond to such provider with information requested consistent with generally accepted industry practices.

2) BML is not a fiduciary on the part of Client unless specifically agreed upon in advance. BML shall not advance any funds to any provider of any goods or services for the event of Client for which Client has not advanced funds to BML. BML will not enter into service contracts or other provider agreements on behalf of Client that are not specifically invoiced to Client. To the extent the Parties agree, BML will accept payment from Client for certain services and providers and make payment to them to the extent Client has provided sufficient funds. Client expressly releases BML and any contracted service provider in any scenario where Client has not provided the budgeted funding to BML. BML will only disburse fund per the budget and will not utilize budgeted funds for other purposes of Client. Notwithstanding the foregoing, to the extent BML enters into any provider agreements on behalf of Client, all such agreements shall be written with Client being shown as the responsible party and BML as the payment agent only, and not a responsible Party. To the extent BML agrees to execute provider agreements on behalf of Client, BML shall include with its signature "For and on Behalf of "XYZ" where XYZ is the Clients name inserted. Client agrees that it is fully responsible for payment of all providers for its production and specifically releases and holds BML harmless for any amounts due and owing to a Third Party Provider and shall provide and pay for the defense of BML in the event of any action commenced by any Party related to such production with a claim of non-payment.

3) Client and BML shall exchange reciprocal Certificates of Insurance which, at a minimum, shall include coverage for General Liability (\$4M), Workers Compensation, Hired & Non-Owned Automobiles, Property Damage, Inland Marine, and statutory minimum medical benefits to injured parties.

4) To the extent there are claims of accident, injury, molestation of any kind or nature, death, or other tort claim whereby Client is named and BML is named either as a Co-Defendant or Third Party Defendant, Client shall be responsible for any and all costs incurred by BML unless a jury or court of competent jurisdiction deems BML to be solely liable and/or finds BML guilty of gross negligence. Such costs include all costs of defense and that BML would not have occurred but for such claim.

5) BML shall, on a best efforts' basis, report to Client on a per occurrence basis, any potential cost overruns. To the extent it is not possible to report such cost overrun to client in advance of same or, Client is unable to contact Client in advance, Client expressly understands and agrees that BML will have acted in the best interest of Client and has utilized its best judgement to avoid such costs. None the less, Client warrants and represents that it has been advised that such cost overruns may be possible through no fault of Client nor BML, yet such events do occur from time to time that are completely unforeseeable.

6) Client expressly authorizes BML to remove or terminate any person or provider to Client's event that acts unprofessionally in any manner whether verbally, by gesture, or by failing to meet its specific performance requirements. BML shall always endeavor to avoid this however, in particular should any event occur which includes but is not limited to inappropriate conduct, a failure to adhere to safe working practices, or performing in a manner inconsistent with the performance required, consumption of drugs or alcohol, or any other event which in some way impacts or impedes the work in progress and/or affects the safety and/or wellbeing of all personnel supporting the event.



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7) To the extent a BML team member is required to collect any payments on site from any source and on behalf of Client, BML shall only do so with a second BML team member present. To the extent payment(s) to be collected cannot be collected from the Obligee due to its refusal to pay, the inability for BML person to find the Obligee, or refusal by Obligee to make the required payment, BML shall make every attempt to contact Client for its direction as to any course of action Client may wish BML to pursue and which may include removing Obligee from the premises, taking temporary possession of property of Obligee on behalf of Client or any other reasonable and legal means which do not include disturbing the peace nor intentionally creating potential harm to any person(s) or property. In no event will BML ignore, overlook, or fail to act responsibly should it be notified of any untoward, illegal, or offensive behavior and shall not prevent the alleged victim from making a formal complaint to the appropriate authorities.

8) The fee quoted by BML is for a comprehensive service which at times may include air or train travel. All travel arrangements are to be provided and paid for by Client or, BML shall supply Client with a cost projection and Client shall make advance payment to BML prior to BML completing travel arrangements. Travel time is not included in any service offering and is quoted on a per event basis plus expenses. Travel costs for all BML personnel from home base to the event location is included within a one-hundred-mile radius.

9) Elements not included within the general scope of this agreement and are charged for separately include but are not limited to:

*Talent acquisition (available by separate agreement & fee structure)

*Legal fee's related to contract reviews, although BML will initially review all for accuracy as to payment and defined scope of service.

*Resolution of insurance coverage issues other than collecting certificates from all participants and forwarding to the insurance agent for client

*Collection/payment of taxes of any kind or nature.

*Engineering drawings/engineering fee's; BML arranges all and Client is invoiced directly

*Permit costs (generally part of a budget but paid directly by and in the name of client)

*Permit expediting via an Expeditor or other means

*Advertising/promotional activities

*Visa's or visa assistance (we will refer to an immigration attorney to be paid by client)

*Contractor license; for outdoor events in public spaces typically a licensed contractor must be engaged to sign off on all activities.

10) The Parties understand and agree that the above language represents the general understanding by and between the Parties and may be modified in writing at any time upon agreement between the Parties. Any such modification is not binding until executed by both Parties. The Parties agree that modifications are possible via email and/or text and whereby Client clearly defines the modification, and BML responds affirmatively (or negatively) are binding.

11) This Agreement contains the entire agreement between the Parties and may not be modified except as otherwise provided for herein.

12) In the event a Court of Competent jurisdiction deems any portion of this agreement to be unenforceable, the remainder of this agreement shall survive.

13) In the event of any disagreement between the Parties that cannot be resolved peaceably, such dispute shall be heard in the State of New Jersey, County of Bergen and is governed by the laws of the State of New Jersey.

14) The prevailing Party in any legal action which may arise between the Parties shall be entitled to recover all legal fees and any and all costs of suit reasonably incurred that it would not have incurred but for the action and which include but are not limited to deposition costs, transcription(s), videography, expert witnesses, expert reports, exhibits, travel and travel related expenses.

ALL OF THE ABOVE IS HEREBY INCORPORATED BY REFERENCE INTO ANY AGREEMENT(S) WHETHER WRITTEN OR ORAL.
