

## LMG Masters Services Agreement Venue Exhibit Orders Terms & Conditions

These terms and conditions shall be applicable to any and all sales and/or rentals transacted between LMG, LLC & LMG Technical Services, hereinafter referred to as “**LMG**”, and \_\_\_\_\_, hereinafter referred to as “**Client**”.

- 1. TERMS OF PAYMENT:** Client agrees to pay to LMG all undisputed amounts due and owing according to the payment terms set forth for each invoice presented by LMG. As a precondition to the delivery of any equipment, all Clients are required to provide LMG with payment in full. Additionally, all past due undisputed invoices shall be subject to a finance charge of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is greater.
- 2. DISHONORED CHECKS:** Checks remitted for payment that are subsequently dishonored by the issuing bank will be assessed a returned check charge of \$25.00.
- 3. COLLECTION COSTS:** LMG shall be entitled to recover from Client all reasonable costs LMG incurs as a result of its enforcement of the terms of this agreement or the collection of any undisputed amounts due and owing to LMG. These costs may include, but are not limited to, court costs, reasonable attorneys’ fees, and collection agency fees.
- 4. TRADE DISCOUNTS:** LMG may from time to time provide a trade discount. Such discounts are intended to reflect an ongoing relationship between LMG and the Client. Such discounts are given on the condition that undisputed invoices will be paid according to the agreed upon payment terms. Undisputed invoices not paid within the agreed payment terms may result in loss of trade discounts.
- 5. PRICES:** Subject to the terms above regarding trade discounts, LMG’s prices shall be as set forth in its estimates or quotes, if the same have been provided (subject to changes in prices resulting from tax, shipping and similar calculations and reimbursement of actual costs, which are pre-approved by Client and documented to Client’s reasonable satisfaction). All applicable sales and other taxes shall be the Client’s responsibility.
- 6. SHIPMENT OF MATERIALS:** Materials will be shipped via the method deemed by LMG to be most practical. Clients desiring a particular method of shipping, or insurance on a shipment, must make such requests in writing when materials are ordered. All shipping costs shall be charged to Client.
- 7. CONFIRMATION:** Any event that is confirmed by Client within fourteen days of the first day of warehouse prep may reduce discounts by up to 5% due to additional costs incurred by LMG, within that timeframe, to fulfill the equipment and labor needed. The Client will be notified in advance, prior to confirmation, before any changes in the discount would take effect.
- 8. CANCELLATION:** Any cancellation of LMG’s services or performance hereunder once Client’s order has been received is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by LMG. A cancellation charge of 25% of the cost to Client of equipment and labor is applicable when a project is canceled with less than thirty days’ notice of the scheduled first day of the project. When an order is canceled with less than seven days’ notice of the scheduled first day of

the project, a cancellation fee of 50% of the cost to Client of equipment and labor will be incurred. A fee of 100% is applicable to cancellations with less than 72 hours' notice of the scheduled first day of the project. The first day of the project is defined as the first scheduled day of warehouse prep for the overall project including without limitation keynotes, general sessions, breakouts, parties, exhibits and special events. Additionally, the Client will reimburse, in full, any direct costs to LMG incurred prior to such cancellation and which have been pre-approved by Client and documented to Client's reasonable satisfaction. LMG reserves the right to cancel all obligations under these Terms and Conditions if Client does not fulfill its obligations hereunder, including without limitation timely payment as described in Section 1.

In the event of any claim being made by Client against LMG, LMG may in its sole discretion, without admission of liability or responsibility, reimburse the Client for the cost of LMG's services or the material damaged or destroyed, in which event LMG shall have no further liability. Any claim for such reimbursement must be made by written notice to LMG within thirty (30) days after delivery of such property to Client or its designee or notice of its loss or damage, whichever is sooner. All property delivered to LMG may be moved or kept at such place or places as LMG may deem desirable, and there is no promise or representation, express or implied, that such property delivered for any purpose will be retained or kept at LMG's premises or at any other designated place.

## **9. INDEMNIFICATION:**

a. Mutual Indemnity Obligations. Each party (each, in such capacity, the "Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates and its agents, and successors and permitted assigns thereof (each, in such capacity, the "Indemnified Parties"), against any and all third party claims and resulting liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of the following by the Indemnifying Party or its personnel, agents or representatives (a) negligence or willful misconduct in connection with this Agreement or any Work Order or (b) a breach of this Agreement or any Work Order.

b. Indemnity Procedures. The Indemnified Parties will give the Indemnifying Party prompt written notice of any matter upon which the Indemnified Parties intend to base a claim. With respect to the settlement of any claim relating solely to the payment of money damages, which could not result in the Indemnified Parties becoming subject to injunctive or other equitable relief or otherwise adversely affect the business of the Indemnified Parties in any manner, and as to which the Indemnifying Party has acknowledged in writing its obligation to indemnify the Indemnified Parties hereunder, the Indemnifying Party shall have the sole right to settle or otherwise dispose of such claim, on such terms as the Indemnifying Party shall deem appropriate, provided that Indemnifying Party shall provide reasonable evidence of its ability to pay any damages claimed and, with respect to any such settlement, shall have obtained the written release of the Indemnified Parties from the claim. The Indemnified Parties may participate in such negotiations to protect its interests and the Indemnifying Party will provide reasonable assistance to the Indemnified Parties and their counsel at no charge. With respect to the settlement of any claim not relating solely to the payment of money damages, the Indemnifying Party will have the right to consent to the entry of judgment with respect to, or otherwise settle, a claim only with the prior written consent of the Indemnified Parties, which consent will not be unreasonably withheld, provided, however, that the Indemnified Parties may withhold consent if any such judgment or settlement imposes an unreimbursed monetary or continuing non-monetary obligation on such Indemnified Parties or does not include an unconditional release of the Indemnified Parties from all liability with respect to the claim.

**10. LIMITATION OF WARRANTY AND LIABILITY:** LMG shall not be liable for any loss or damage due to delay or failure of performance caused directly or indirectly by any event of force majeure, including without limitation acts of God, epidemic, strikes, lockouts and labor disputes of any kind or description, fire, severe weather, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, and any other matter beyond LMG's control.

The provisions hereof constitute the sole and exclusive responsibility of LMG regarding the matters set forth herein. IN NO EVENT SHALL LMG BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY LMG, LLC, LMG TECHNICAL SERVICES, THEIR OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE BY LMG, LLC AND LMG TECHNICAL SERVICES OF THEIR DUTIES PURSUANT HERETO, AND THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ANY OTHER LIABILITY, WARRANTY OR GUARANTY EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

**11. REMEDIES CUMULATIVE:** All rights and remedies at law or in equity, or pursuant to any provision(s) of this agreement between LMG and the Client to which LMG may be entitled, shall be cumulative and not exclusive of one another and may be exercised concurrently or separately.

**12. WAIVER:** Any waiver, whether express or implied, or the breach of any term, condition, or provision herein shall not be construed to be a continuing waiver or consent to a subsequent breach on the part of the other party hereto.

**13. ASSIGNMENT:** The Client may not assign its rights or obligations hereunder. LMG's rights and obligations hereunder may be assigned by LMG, and LMG shall have the right to subcontract or assign the performance of any or all of its obligations hereunder. The rights and obligations hereunder shall inure to the benefit of and shall be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto.

**14. CHOICE OF LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Disputes not otherwise resolved hereunder shall be submitted to litigation in a court of competent jurisdiction in the county of Orange in the State of Florida.

**15. MODIFICATION:** This agreement shall not be modified or amended by the parties except by written instrument signed by the parties.

**16. PARTIAL INVALIDITY:** If any term, provision, convenient, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**17. ENTIRE AGREEMENT:** This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

- 18. REIMBURSEMENT FOR TAXES:** Any taxes LMG may be required to pay in connection with the Client's material received by LMG or services performed, including sales tax, will be charged to the Client's account, and shall be promptly reimbursed to LMG by Client upon demand.
- 19. ACCEPTANCE OF TERMS:** Client expressly accepts, by execution of these Terms and Conditions and receipt of services and/or products delivered by LMG to Client or its designee, the terms and conditions herein contained.
- 20. FACSIMILE SIGNATURES:** Signatures sent/received via facsimile or emailed PDF shall be considered as originals, and as such are valid signatures.
- 21. EQUIPMENT RESPONSIBILITY:** Client fully understands, and accepts, complete responsibility for all LMG equipment rented to Client. Such responsibility shall include, but not be limited to, damage, any necessary repairs, replacement of equipment not capable of being repaired to a fully functional status, and loss of equipment. All equipment accessories, remote controls, cables, knobs, switchers, meters, or cases are included in Client's equipment responsibility. The client assumes responsibility for the equipment at the time it is delivered to the location as detailed in the final, confirmed quote. The client revokes responsibility for the equipment when it has been safely returned to LMG. LMG will not insure any Client materials while in the possession of LMG or while in transit to and/or from LMG or any event venue, unless specified in a separate agreement. All such Client materials delivered to LMG are accepted with the express understanding and condition that the Client will carry the insurance it deems necessary to protect against all loss or damage from any cause whatsoever, including negligence, whether suffered while in LMG's possession or control, or otherwise. LMG disclaims any responsibility for such loss or damage while Client materials are in LMG's custody or control.
- 22. WAIVER OF CONSEQUENTIAL DAMAGES:** Each party waives all Claims against the other party for consequential damages arising out of or relating to these Terms and Conditions. This waiver includes damages incurred by Client for rental expenses, for losses of use, income, profit, financing, business and reputation.