

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
AN ARENA LED BOARD FOR THE 2019 COUNTY FAIR**

THIS AGREEMENT ("Agreement") #2019.045 is made this 17th day of May 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Encompass Event Group, located at 6890 Argonne Street, Denver, Colorado 80249, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first written above.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$12,264.50 with a 50% deposit as soon as feasible.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining

and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount

that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Special Events
Contact: Casandra Vossler
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303-637-8027
E-mail: cvossler@adcogov.org

Department: Adams County Purchasing
Contact: Kat Herrera
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6272
E-mail: kherrera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Encompass Event Group
Contact: Dave Jensen
Address: 6890 Argonne Street
City, State, Zip: Denver, Colorado 80249
Phone: 303-232-9909
E-mail: djensen@encompasseventgroup.com

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**ADAMS COUNTY COLORADO
COUNTY MANAGER**

[Signature]
Raymond H. Gonzales

17 MAY 2019
Date

ENCOMPASS EVENT GROUP

[Signature]
Signature

8 MAY 2019
Date

DAVID M. JENSEN
Printed Name

CEO
Title

Attest:
Josh Zygielbaum, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams

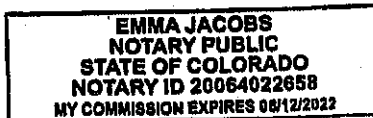
STATE OF Colorado ISS.

Signed and sworn to before me this 9 day of may, 2019,

by David M. Jensen

[Signature]
Notary Public

My commission expires on: June 12, 2022



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

ENCOMPASS EVENT GROUP 8 MAY 2019
Company Name Date

David M Jensen
Signature

DAVID M. JENSEN
Name (Print or Type)

CEO
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



6890 Argonne Street - Denver, Colorado 80249
 (303) 232-9909 - www.encompasseeventgroup.com

EXHIBIT A

ESTIMATE

(PE) Adams County - Arena LED

Estimate Number 1959

Client

Adams County
 Casandra Bossingham
 9755 Henderson Road
 Brighton, Colorado 80601
 Phone: (303) 637-8027
 cvossler@adcogov.org

Venue / Site

Adams County Fairgrounds
 9755 Henderson Road
 Brighton, Colorado 80601
 Phone: (303) 637-8000

Estimate Information

Estimate Number:	1959	Terms:	50% Retainer / Net30
Name:	(PE) Adams County - Arena LED	Shipping Method:	Local Delivery
Account Manager:	Dave Jensen	Customer PO #:	
Ship Date:	7/30/2019 9:00 AM	Status:	Tentative
Return Date:	8/5/2019 2:00 AM	Sales Tax Rule:	Exempt

Estimate Summary

Description	Cost
Rental	\$10,607.50
Labor	\$5,650.00
Local Trucking - Zone 1	\$250.00
Subtotal	\$16,507.50
Discount	(\$4,243.00)
Sales Tax	\$0.00
Total	\$12,264.50
Total Applied Payments	\$0.00
Balance Due	\$12,264.50

By signing below you acknowledge you have read and agree to the Terms and Conditions

Signed:

Date:

Casandra Bossingham

Title:



6890 Argonne Street - Denver, Colorado 80249
 (303) 232-9909 - www.encompasseventgroup.com

Estimate

Estimate Number 1959
 (PE) Adams County - Arena LED

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 Casandra Bossingham
 9755 Henderson Road
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 Phone: (303) 637-8027
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Venue / Site
 Adams County Fairgrounds
 9755 Henderson Road
 Brighton, Colorado 80601
 Phone: (303) 637-8000

Account Manager	Status	Shipping Method	Ship Date	Return Date
Dave Jensen	Tentative	Local Delivery	7/30/2019 9:00 AM	8/5/2019 2:00 AM

Qty.	Description	Notes
LED		
84	Absen A7 7mm 500mm x 500mm Outdoor LED Tile	19'8" x 11'6" (788 x 448) 2,074 pounds plus rigging structure
8	Absen A7 7mm 500mm x 500mm Outdoor LED Tile	** spare **
8	Absen Data Jumper	
8	Absen Tru1 Jumper	
6	Absen A7 Double Column Rigging Header	
13	5/8" Domestic Steel Rigging Shackle	
6	6' - Steel GACflex Rigging Sling	
1	3' - Nylon Spanset Rigging Sling	
1	Tru1 Break-Out from Socapex (M)	
2	100' - 12/14 Socapex Power Cable	
1	ATOMOS Shogun Studio Dual Record	primary and backup media
1	Barco ImagePRO-II All-In-One Video Scaler, Scan Converter & Switcher	scaling
1	Dbstar DBS-HDT13E 8 Output LED Display Sender Box	

Total Before Discount: 7,632.50
40% Discount: -3,053.00
LED: 4,579.50

Qty.	Description	Notes
Rigging		
2	Applied LA12-25 Line Array Tower Package	
2	10' - 20.5" x 20.5" Box Truss (Plated) - Silver	
2	60' - Stagemaker 1 Ton Chain Motor - 7 PIN - 208V	
1	Applied 4 Channel Chain Motor Control - 7 Pin	
1	50' - L21-30 Twistlock Power Cable	

Total Before Discount: 2,855.00
40% Discount: -1,142.00
Rigging: 1,713.00

Qty.	Description	Notes
Power		

Qty.	Description	Notes		
1	LEX L21-30 6 Circuit Edison Power Distribution Box - BNB2-3B			
1	50' - 2/0 Feeder Set Package			
			Total Before Discount:	120.00
			40% Discount:	-48.00
			Power:	72.00

Labor				
1	(V1) Video Technician	setup and strike		
	7/30/2019 9:00 AM - 8/5/2019 2:00 AM			
	LED Video Lead			
4	(T3) Event Technician	setup and strike only		
	7/30/2019 9:00 AM - 8/5/2019 2:00 AM			
	Stagehand			
			Labor:	5,650.00

Logistics				
1	Local Trucking - Zone 1 Box Truck - Roundtrip			
			Logistics:	250.00



6890 Argonne Street - Denver, Colorado 80249
(303) 232-9909 - www.encompasseventgroup.com

Estimate Number 1959
Name (PE) Adams County - Arena LED
Account Manager Dave Jensen
Estimate Date 3/25/2019

Client

Adams County
Casandra Bossingham
9755 Henderson Road
Brighton, Colorado 80601
Phone: (303) 637-8027
cvossler@adcogov.org

Venue / Site

Adams County Fairgrounds
9755 Henderson Road
Brighton, Colorado 80601
Phone: (303) 637-8000

Ship Date	Return Date	Status	Terms	Total
7/30/2019 9:00 AM	8/5/2019 2:00 AM	Tentative	50% Retainer / Net30	\$12,264.50

LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Equipment

- Indemnity. *To the extent allowed by law for shipping* Lessee/Renter (hereinafter designated as You or Your) agrees to defend, indemnify, and hold Encompass Event Group its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as Us or We or Our) harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees (Claims), in any way arising from, or in connection with, the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as Equipment), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our sole negligence or willful misconduct, from the time You take care, custody or control of the Equipment, until the Equipment is returned to Our care, custody or control.
- Loss of or Damage to Equipment. You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage, while on Your premises, and while being used by You in any manner whatsoever, except that You are not responsible for damage to or loss of the Equipment caused by Our sole negligence or willful misconduct. You are also responsible for actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable.
- Protection of Others. You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by Your employees or agents qualified to use the Equipment.
- Equipment in Working Order. We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, You acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement.
- Property Insurance. You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance (Property Insurance), covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including but not limited to coverage for loss of use of the Equipment, from the time the Equipment is picked up by You or a shipper at Our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Equipment is returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary and non-contributory coverage over Our insurance.
- Workers Compensation Insurance. You shall, at Your own expense, maintain workers compensation insurance during the course of the Equipment rental as required by applicable law and employers liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.
- Liability Insurance. You shall, at your own expense, maintain commercial general liability insurance (Liability Insurance), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us as an additional insured and provide that said insurance is primary and non-contributory coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, ~~completed operations, and product liability~~. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.
- Insurance Generally. *All insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us.* You shall hold Us harmless from, and shall bear the expense of, any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, You shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to Us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by You of a sublease of the Equipment rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.
- Cancellation of Insurance. You and Your insurance company shall provide Us with written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions. If Your insurance is cancelled or sustains a material change that reduces coverage below Our requirements indicated in sections 5, 6, 7, 8 and 9 of this Agreement, You must return Our Equipment prior to the cancellation or material change.
- Certificates of Insurance. Before obtaining possession of the Equipment You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.
- Operators. Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and employ any Operator who operates the Equipment and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies.
- Compliance With Law and Regulations. You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, You shall at all

times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including Our reasonable costs and reasonable attorney fees.

13. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value or repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, You shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which We are responsible, Our liability will be limited to the contract price and We will, in no event, be liable for any consequential, special or incidental damages. In the event of loss for which You are responsible, You will, in no event, be liable to Us for any consequential, special or incidental damages, other than loss of use damages which may be owed by You to Us.

14. Bailment. This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment.

15. Condition of Equipment. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which You are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed by Us in writing. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by Us.

16. Identity. We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement a logo or identifying mark confirming Our ownership of the Equipment.

17. Expenses. You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with the operation of the Equipment.

18. Promotional Consideration. We will have the right to use photos, videos and/or other elements pertaining to the overall production for promotional purposes unless specifically agreed otherwise.

19. Projector Lamp Overrun. Projector rentals include adequate provision for setup. Lamp allowances are twelve hours per charged rental day. Lamp overrun will be charged at a rate of \$100/hour without any discount unless otherwise specified on the estimate.

20. Past-Due Balance. Terms are listed on estimates and invoices. Any balance due beyond the written terms will be considered past-due and subject to 1.5% per month compounding interest.

21. Accident Reports. If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, Your employees, and agents will cooperate fully with Us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to Us any documents served or delivered to You, Your employees, or Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both You and Us.

22. Default - If You fail to pay any portion or installment of the total fees payable hereunder or You otherwise materially breach this Agreement, then such failure or breach shall constitute a default (Default). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of Our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of Our right to cease such performance at any time so long as such Default has not been cured.

23. Return. The rental period shall not exceed 30 days. Upon the expiration date of this Agreement with respect to any or all Equipment, You will return the property to Us, together with all accessories, free from all damage and in the same condition and appearance as when received by You.

24. Additional Equipment. Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the monthly rental, security deposit, and stipulated loss value of the additional Equipment. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

25. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

26. Applicable Law. This Agreement will be deemed to be executed and governed by the laws of the State of Colorado. *Venue will be in 17 Judicial District Adams County*

27. Arbitration. ~~Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration in Denver, Colorado, under the auspices of the Judicial Arbitration and Mediation Service (JAMS). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys fees and costs in addition to any other relief granted.~~

28. Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

29. Rights in Recordings. All rights of every kind in and to all photographs, film and recordings made by Lessee shall be and remain vested in Lessee, its licensees, successors and assigns, including, without limitation, the right to use and reuse all such photographs, film and recordings (Recordings) in all manner and media now known or hereafter devised, in perpetuity, throughout the universe, and in connection with advertisements, promotions, publicity, clips, etc., related to the photographs, film and recordings made by Lessee.

30. Waiver of Injunctive Relief. Lessors sole and exclusive remedy in connection with Lessees breach, termination or cancellation of this agreement or any term hereof, shall be an action for damages. In no event shall Lessor be entitled to enjoin, restrain or otherwise impair in any manner Lessees production, distribution, exhibition, exploitation, advertising, publicity or promotion of the Recordings.

31. Facsimile/Scanned Signature. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

Date: _____

Date: _____

Company: _____

Client: _____

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____