

SERVICES AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 002746

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND LEVEL 2 PRODUCTIONS, LLC. (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 7 day of August, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and LEVEL 2 PRODUCTIONS, LLC, hereinafter referred to as "FIRST PARTY."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SERVICES TO BE PERFORMED BY FIRST PARTY

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform the following services for the CITY:
Photo booth for employee picnic event

2. AGREEMENT TERM

The term of this agreement shall be from August 15, 2019 to August 15, 2019 unless mutually agreed upon by CITY and FIRST PARTY in writing.

3. LOCATION AND PROVISIONS

Location(s) where services are to be provided is/are 700 Alma Street, Menlo Park, CA 94025.

FIRST PARTY to provide photo booth services.

CITY to provide photo booth location.

4. COMPENSATION AND PAYMENT


In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, CITY shall make payment to FIRST PARTY through check. In no event shall total payment for all services under this agreement exceed \$382 unless mutually agreed upon in writing by the CITY and FIRST PARTY. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. The FIRST PARTY shall complete the services herein described or forfeit the right to claim any part of the compensation to which FIRST PARTY would otherwise be entitled under this Agreement.

5. ADA COMPLIANCE
The FIRST PARTY represents and certifies to CITY that FIRST PARTY and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.
6. HOLD HARMLESS
The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
7. INTEREST OF FIRST PARTY
It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between CITY and undersigned. At all times FIRST PARTY shall be deemed to be an independent contractor and FIRST PARTY is not authorized to bind the CITY to any contracts or other obligations in executing this Agreement. FIRST PARTY certifies that no one who has or will have and financial interest under this agreement is an officer or employee of CITY.
8. CHANGES
This Agreement shall not be assigned or transferred without the written consent of the CITY. No changes or variations of any kind are authorized without a written consent of the CITY.
9. INSURANCE
The FIRST PARTY agrees to provide the CITY with a photocopy of required insurance coverage as Indicated in this agreement. The FIRST PARTY further agrees that the insurance policy will remain valid during the term of the contract. Insurance waived: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> The FIRST PARTY shall comply with all applicable Federal, State and local laws and ordinances including, but not limited to, unemployment insurance benefits, Worker's compensation and F.I.C.A. laws.
10. TERMINATION
This Agreement may be terminated by CITY upon ten (10) day written notice to FIRST PARTY. Moneys then owed based upon work satisfactorily accomplished shall be paid to the FIRST PARTY. It is understood that this offer in no way constitutes a guarantee of similar terms in future contracts.
11. ATTACHMENTS
Agreement includes supplemental information attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> The Agreement supplement may include scope of work, performance riders, stage plots, etc.

SIGNATURE PAGE TO FOLLOW

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:



Signature

7/7/2019

Date

Jared Lee

Printed Name

230 Castaneda Dr.

Address

(650) 273-2464

Phone

Millbrae, CA 94030

City/State/Zip

jared@level2p.com

E-mail

80-0912875

Tax ID/IRS/Social Security Number*
*must match information on W-9 on file with CITY

FOR CITY OF MENLO PARK:



Sangita Bajpai, Management Analyst I

8/7/19

Date

656-330-6675

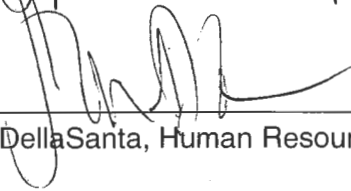
Phone

ASD

Department

sabajpai@menlopark.org

Email



Theresa DellaSanta, Human Resources Manager

8-7-19

Date

ATTEST:



Judi A. Herren, City Clerk

8/7/19

Date

AGREEMENT FOR SERVICES

This Agreement is made as of 7/1/2019 (date), between The City of Menlo Park ("Client") and Level 2 Productions, LLC, ("Producer," "Designer," or "Videographer").

Client and Producer hereby mutually agrees for in exchange of Client's valuable consideration, Producer agrees to produce and deliver to Client the production of the below referenced media(s) ("Specific Media(s)"), subject to and in accordance with all terms, conditions, and specifications set forth herein under the enclosed Basic Terms and Conditions. Producer responsibilities for furnishing media are outlined in attached Production Specification Form.

CLIENT INFORMATION

Client Name:	The City of Menlo Park	
Client Contact: Sangita Bajpai	Address:	701 Laurel Street
	Address:	
	City, State, ZIP:	Menlo Park, CA 94025
	Primary number:	650-330-6675
	Secondary number:	N/A
	Email:	sabajpai@menlopark.org

PROJECT SUMMARY

Project Title	Indoors/Outdoors	Print/Digital	Territory (local, regional)	Date/Time/Duration of Shoot	Special Requests/Notes
Inflatable Photo Booth	Outdoors	Print & Digital	700 Alma Street Menlo Park, CA	August 15 th , 2019 3pm-5pm	- Setup 2pm - Travel: \$32

PAYMENTS DUE & IMPORTANT DATES

Actions Due:	Payments due:	Dates due:
Payments due on signing (25%)	(insert amount here)	(insert dates here)
Payments due on approval (25%)	(insert amount here)	(insert dates here)
Production start		(insert dates here)
Production end	\$382	August 15th, 2019
Post-production		(insert dates here)
Due on completion & delivery (100%)		Within 14 Days of Receipt of Final Videos

BASIC TERMS AND CONDITIONS

1. DEFINITIONS. As used herein and throughout this Agreement:

1.1 **Agreement** means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

1.2 **Client Content** means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 **Copyrights** means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 **Deliverables** means the services and work product specified in the Proposal to be delivered by Producer to Client, in the form and media specified in the Proposal.

1.5 **Producer Tools** means all design tools developed and/or utilized by Producer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 **Final Art** means all creative content developed or created by Producer, or commissioned by Producer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Producer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 **Final Deliverables** means the final versions of Deliverables provided by Producer and accepted by Client.

1.8 **Preliminary Works** means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Producer and which may or may not be shown and/or delivered to Client for consideration but do not form part of the Final Art.

1.9 **Project** means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

1.10 **Services** means all services and the work product to be provided to Client by Producer as described and otherwise further defined in the Proposal.

1.11 **Third Party Materials** means proprietary third party materials that are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.12 **Trademarks** means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

2.1 The terms of the Proposal shall be effective for 7 days after presentation to Client. In the event Client does not execute this Agreement within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1 **Fees.** In consideration of the Services to be performed by Producer, Client shall pay to Producer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 **Expenses.** Client shall pay Producer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Producer's standard markup of percent (%) , and, if applicable, a mileage reimbursement at 30% of the total mileage of the round-trip to and from the location of the shoot outside of a 25-mile radius of 5262 Diamond Heights Blvd. San Francisco per mile; and \$16/hr of travel time round-trip. (b) travel expenses including transportation, meals, and lodging, incurred by Producer with Client's prior approval.

3.3 **Invoices.** All invoices are payable within (14) days of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Producer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon

receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

4.1 **Timing.** Producer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Producer. The Producer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Producer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Producer's obligations under this Agreement.

5. CLIENT RESPONSIBILITIES

5.1 Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

5.1.1 coordination of any decision-making with parties other than the Producer;

5.1.2 provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and

5.1.3 final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

6.1 All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Producer's name in the form, size and location as incorporated by Producer in the Deliverables, or as otherwise directed by Producer. Producer retains the right to reproduce, publish and display the Deliverables in Producer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. RELATIONSHIP OF THE PARTIES

7.1 **Independent Contractor.** Producer is an independent contractor, not an employee of Client or any company affiliated with Client. Producer shall provide the Services under the general direction of Client, but Producer shall determine, in Producer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Producer and the work product or Deliverables prepared by Producer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

7.2 **Producer Agents.** Producer shall be permitted to engage and/or use third party Producers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Producer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

7.3 **No Solicitation.** During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any Producer, employee or Design Agent of Producer, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Producer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Producer, in the event of

nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

7.4 **No Exclusivity.** The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Producer, and Producer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Producer.

8. WARRANTIES AND REPRESENTATIONS

8.1 **By Client.** Client represents, warrants and covenants to Producer that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

8.2 By Producer

8.2.1 Producer hereby represents, warrants and covenants to Client that Producer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

8.2.2 (b) Producer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Producer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Producer, Producer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Producer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Producer's knowledge, the Final Art provided by Producer and Producer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Producer shall be void.

8.2.3 (c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, PRODUCER MAKES NO WARRANTIES WHATSOEVER. PRODUCER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

9. INDEMNIFICATION/LIABILITY

9.1 **By Client.** Client agrees to indemnify, save and hold harmless Producer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Producer shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Producer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Producer in providing such assistance.

9.2 **By Producer.** Subject to the terms, conditions, express representations and warranties provided in this Agreement, Producer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Producer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Producer in writing of the claim; (b) Producer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Producer with the assistance, information and authority necessary to perform Producer's obligations under this section. Notwithstanding the foregoing, Producer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Producer.

9.3 **Limitation of Liability.** THE SERVICES AND THE WORK PRODUCT OF PRODUCER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF PRODUCER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("PRODUCER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY,

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF PRODUCER. IN NO EVENT SHALL PRODUCER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY PRODUCER, EVEN IF PRODUCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. TERM AND TERMINATION

10.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

10.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

10.2.1 becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

10.2.2 breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

10.3 In the event of termination, Producer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Producer or Producer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

10.4 In the event of termination by Client and upon full payment of compensation as provided herein, Producer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

10.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

11. GENERAL

11.1 **Modification/Waiver.** This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Producer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

11.2 **Notices.** All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

11.3 **No Assignment.** Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

11.4 **Force Majeure.** Producer shall not be deemed in breach of this Agreement if Producer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Producer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Producer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Producer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

11.5 **Governing Law and Dispute Resolution.** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Producer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Producer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity

as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

11.6 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

11.7 **Headings.** The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

11.8 **Integration.** This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all

prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control.

12.9 **Weather.** Producer may cancel the photo booth rental due to weather conditions that would harm the booth, such as rain or snow. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A, and the following documents as indicated by the parties' initials:

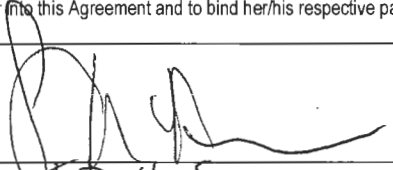
11.8.1 Supplement 1: Print-specific Terms & Conditions

11.8.2 Supplement 2: Interactive-specific Terms & Conditions

11.8.3 Supplement 3: Environmental-specific Terms & Conditions.

SIGNATURES

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

CLIENT SIGNATURE		PRODUCER SIGNATURE	
Printed Name	T. Della Santa	Printed Name	
Title	Human Resources	Title	
Date	8/7/19	Date	

CLIENT SIGNATURE		PRODUCER SIGNATURE	
Printed Name		Printed Name	
Title		Title	
Date		Date	