

Services Agreement

Booking No: MOB00100001

Customer: MUNICIPALITY OF BROCKTON

100 SCOTT STREET
PO BOX 68
WALKERTON ON N0G 2V0

Phone: -519-881-2223

Customer No: MOB001

PO: 213

Reference/Event: Lighting

Job Location: MUNICIPALITY OF BROCKTON

100 SCOTT STREET
PO BOX 68
WALKERTON ON N0G 2V0

Site Contact:

Phone:

Quotation Date	Booking Number	Confirmation Date	Concord Contact
01/25/19 0957	MOB00100001		
Delivery Date & Time 24Hrs	Via	Setup 24Hrs	Strike 24Hrs
Return Date & Time 24Hrs	Via	Payment Terms	Days Using

Terms	qty	unit	extended
Sales			
DIMMING & CONTROL			
LCD Monitor for Avolites Pearl	1	15.00	15.00
AVOLITES Pearl 2000 Console	1	2,000.00	2,000.00
Little Lite - XLR3	1		N/A
IEC CORDS LOCKING CONNECTORS	1		N/A
Case - Avolites Pearl 2000	1		N/A
AVOLITES Puck	1	0.00	N/C
AVOLITES Stylus	1	0.00	N/C
AVOLITES 4D Tablet	1	0.00	N/C
Manual - Pearl 2000	1	0.00	N/C
ETC Sensor Dimmer Pack 24 x 2.4K	1	6,000.00	6,000.00
ETC Sensor Control Panel	1		N/A
camlock input, twistlock and socapex output			
Dimmer includes roadcase on wheels and power distribution rack			
ETC SmartPack 12x1.2K	1	1,050.00	1,050.00
Case - Dimming Rack Case	1		N/A
Light C-Clamp AMDJ	2	2.00	4.00
Heavy duty cast c-clamp	10	5.00	50.00
18" Safety Cable	10	1.50	15.00
Altman 6" 750 Watt Quartz Focusing Fresnel	6	75.00	450.00
Lumi Par B 575	4	5.00	20.00
ETC Source4 26 Degree c/w c-clamp, colour frame	4	195.00	780.00
USED 16" Mirror Ball, motor and roadcase	1	70.00	70.00
Pinspot light for Mirror Ball	2	5.50	11.00
LAMPS assumes used lamps, if still new original price would still apply			
BTL, JCS120V-500WBP28	7	5.00	35.00
GLA/HP-575	5	5.00	25.00
HPL-575 X+ Long Life	5	5.00	25.00
POWER CABLES - DIMMERS			
50A TLG4 6/4 CABLE - 25'	1	180.00	180.00
50A TLG4 6/4 CABLE - 50'	1	260.00	260.00
MALE STOVE TO FEMALE 50A TLG4 ADAPTER	1	0.00	N/C
MALE 60A STRAIGHT BLADE TO SINGLE PHASE CAMLOCK AD	1	205.00	205.00
SPX Breakout to Female Uground	6	50.00	300.00

Initial _____



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CABLE			
DMX XLR5 Cable 100' - 2 pair, 110 Ohm 24awg	4	35.00	140.00
DMX XLR5 Cable 50' - 2 pair, 110 Ohm 24awg	4	25.00	100.00
100' Uground extension cable (12awg - black)	6	60.00	360.00
75' Uground extension cable (12awg - black)	6	55.00	330.00
50' Uground extension cable (12awg - black)	10	25.00	250.00
25' Uground extension cable (12awg - black)	10	20.00	200.00
American DJ Crank2 System	2	20.00	40.00

Current Valuation for wholesale purchase Only
If lamps are new, original sale price would still be valid, price assumes used and Working
Pricing assumes all in working condition and good clean shape

Fees	
Sales	12,915.00

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1. Definitions and Interpretations

- 1.1. Agreement means this agreement;
- 1.2. "Company" means Concord production Services a division of Concord Resources Inc.
- 1.3. "Customer" means the Customer as referred to on the face of this Agreement.
- 1.4. "Parties" means collectively the Customer and the Company, and each is a "Party".
- 1.5. "Term" means the term of this Agreement, as set out on the face of this Agreement.

2. The Services

- 2.1. The services (the "Services") provided by the Company to the Customer shall be set out on the face of the Agreement and shall be one or more of the following:

- 2.1.1. "Electrical Services" and "Electrical Service" means electrical contracting services;
- 2.1.2. "Rental Services" and "Rental Service" means rental services;
- 2.1.3. "Sales" and "Sale" means product sales; and/or
- 2.1.4. "Site Services" and "Site Service" means site setup services of any services provided on a site.

- 2.2. During the Term of this Agreement all Services listed on the face of this Agreement, or requested by the Customer and provided by the Company, shall be subject to the terms and conditions of this Agreement.

- 2.3. At all times, the Company may without notice and/or consent of the Customer, unilaterally, vary the specifications of the Services to be provided based on building, power and/or event restrictions.

3. Fees

- 3.1. The Fees for the Services shall be listed on the face of this Agreement. All Services not listed on the face of this Agreement, requested by the Customer and provided by the Company shall be at Fees normally charged by the Company for such Services, or as otherwise agreed by the Parties in writing.
- 3.2. The Customer agrees to pay to the Company when due all Fees and all applicable taxes ☒ In Advance ☐ upon completion ☐ within thirty (30) days of the Fees being invoiced. The Customer agrees to pay to the Company interest on any overdue amounts at the rate of 18% per annum. The Customer further agrees to pay to the Company late payment Fees including all costs of collection (including reasonable legal fees and expenses). If the Customer fails to comply with any of the terms of payment for Fees the Company may, in addition to any other right available to it, suspend performance of all or any part of the Services being provided by the Company to the Customer.
- 3.3. The Fees listed on the face of this Agreement are valid for acceptance by the Customer for 30 days from the date set out on the face of this Agreement. The Agreement is not valid until the Agreement is signed by both of the Parties.
- 3.4. The Customer agrees to pay a 25% charge (25% of the Fees listed on the face of this Agreement) if the Agreement is accepted by the Customer and subsequently terminated by the Customer prior to the provision of any Services.

4. Termination of this Agreement

- 4.1. This Agreement may be terminated by the Company as follows:

- 4.1.1. Immediately by the Company without further notice to the Customer, if the Customer fails to pay any Fees when due; and
- 4.1.2. By the Company, if the Customer breaches this Agreement and fails to cure the breach immediately upon notice.

- 4.2. Upon termination of this Agreement and/or end of the Term (whichever occurs first), the Customer agrees to return all Rental Services in good order, ordinary wear and tear excepted. If any Rental Services are not promptly returned, the Company shall be entitled to enter the Customer's premises and locations and obtain possession of all Rental Services without legal process. Any Rental Services not returned within five (5) days after termination of this Agreement shall be purchased by the Customer at the replacement cost ("Replacement Cost"), which refers to the Company's current cost of replacing the Rental Services with a similar brand new Rental Services. The Customer may retain the Rental Services upon payment to the Company of their Replacement Cost.

5. Access

- 5.1. The Customer shall allow the Company all necessary access to install, remove and provide the Services, as required by the Company, both during and after the Term of this Agreement. The Customer acknowledges and agrees that the Company is dependent upon the Customer providing all necessary access in order for the Company to install, remove and provide the Services to the Customer. The Company shall not incur any penalties or sanctions as a result of the failure by the Customer to provide the Company with all necessary access. The Customer agrees that the Company is not responsible to pay any building or site fees such as power usage, connection charges, dock fees or any other fees not specifically noted on this agreement.

6. Rental Services – the following additional terms and conditions apply to all Rental Services:

- 6.1. The Parties agree that subject to the Customer purchasing a Rental Service for its replacement cost pursuant to this Agreement, all Rental Services provided to the Customer under this Agreement are and shall always remain the property of the Company and title thereto shall remain with the Company.
- 6.2. The Customer agrees that it will be responsible for the repair and replacement of all Rental Services provided by the Company to the Customer.
- 6.3. The Customer is solely responsible for the safety and security of the Rental Services. If any Rental Services is not returned to the Company for whatever reason as required by this Agreement, the Customer shall reimburse the Company for the Rental Services in an amount equal to the replacement cost of the Rental Services, which refers to the Company's current cost of replacing the Rental Services with a similar brand new Rental Service.
- 6.4. The Customer is solely responsible for the use of the Rental Services, all freight and delivery for (unless specifically specified otherwise), and damages or material deterioration to, or loss of, the Rental Services for, during, and after the Term. The Customer will hold, save and indemnify, the Company harmless for any and all actions, causes of action, claims or costs resulting from the Customer's use of the Rental Services. The Customer assumes, and is solely responsible for, all risks associated with the use of the Rental Services.
- 6.5. The following additional terms and conditions apply to the rental by the Customer from the Company of all generator equipment as outlined on the face of this Agreement:

- 6.5.1. The generator equipment will be rented out to the Customer by the Company with a ☒ 95% Full ☐ % Full tank of #2 dyed diesel fuel and the Customer shall return the generator equipment to the Company with a tank of #2 dyed diesel fuel filled to the same level. The Customer agrees to pay for any missing fuel at an additional charge of \$1.45/L plus all applicable taxes.
- 6.5.2. At all times while in possession of the generator equipment the Customer is required to ensure the generator equipment for no less than the following: 15kw to 40kw at \$30,000.00 (thirty thousand dollars) each, 41kw to 80kw \$40,000.00 (forty thousand dollars) each, 81kw to 150kw \$60,000.00 (sixty thousand dollars) each, ☐ . The Customer must have general liability insurance in place for not less than \$1,000,000.00 (one million dollars). Prior to obtaining the generator equipment, the Customer must provide the Company with a Certificate of Insurance naming the Company as an added beneficiary for the full duration of the rental term. The Certificate of Insurance must carry a zero deductible, or the deductible will be the responsibility of the Customer.
- 6.5.3. The Customer is responsible for all grounding, connections and terminations to the electrical load as well as all permits and Electrical Safety Authority inspections as required unless otherwise specifically noted on this agreement.
- 6.5.4. The Customer is responsible to check and maintain all fluid levels while the generator equipment is in their possession.
- 6.5.5. The Customer is responsible for all losses and damage to the generator equipment when the generator is in the possession of the Customer and/or in the possession of the Customer's agent including transport by the Customer and/or the Customer's agent.
- 6.5.6. If any malfunction should occur, the generator equipment must be immediately shut down and the Company must be notified. Should a malfunction occur, the Company will attempt to rectify the problem as quickly as possible, however the Company shall not be responsible for any losses or costs related to the unit malfunction other than refunding the cost of the rental period after the point of failure.

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7. Sales

- 7.1. All Sales are final.
- 7.2. Special order items are non-returnable. Stock items may be returnable subject to a restocking fee.
- 7.3. All Sales are sold in "as is" condition and the Company disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose, or warranties arising by custom, trade, usage, promise, example or description. All of which warranties are expressly disclaimed by the Company and waived by the Customer. Further the Company disclaims any warranty as to the condition of the Sales and/or product(s) sold by the Company to the Customer.
- 7.4. The Customer has been given the opportunity to inspect the Sales and/or product(s) sold by the Company to the Customer before sale was completed and the Company accepted the Sales and/or product(s) in its existing condition.

8. Site Services - the following additional terms and conditions apply to all Site Services:

- 8.1. The Customer is responsible to provide suitable power within 100 feet of event location unless otherwise agreed to in writing by the parties. All electrical connections will be made by qualified electrical personnel in accordance with provincial and federal laws.
- 8.2. The Customer and the Company reserve the right to inspect any and all equipment and materials, which an artist, exhibitor, vendor or any 3rd party may wish to connect to the power source and/or may wish to use while on site. In the event that the equipment, materials or an installation do not meet the approval of the Customer, the Company or an Electrical Safety Authority Inspector, the equipment, material or installation shall be corrected or removed immediately.
- 8.3. Only an authorized employee of the Company is permitted to make a connection to the equipment provided. No electrical circuit shall be overloaded. No electrical equipment shall be restarted after a malfunction until an employee of the Company has located and corrected the malfunction.
- 8.4. The Customer is responsible to immediately report to the Company any and all damage and/or malfunction of the provided equipment. In the case of damaged equipment or a malfunction only an authorized employee of the Company is permitted to perform any maintenance required on the equipment. Any unauthorized tampering with the provided equipment will deem the Customer immediately liable. The Company makes no warranty on the said equipment.
- 8.5. The Customer will be responsible for the loss or damage of the said equipment by fire, theft or any cause.
- 8.6. Under the discretion of an authorized employee of the Company any and all specifications may vary due to building, power or event restrictions without allowances made for any reason that any part of equipment was not used.
- 8.7. The Customer agrees to use the provided equipment and services as stated above at their own risk and to be liable to any damage to persons or property, to protect and hold harmless the Company and its employees from any and all liability resulting from the operation or use of the above equipment.
- 8.8. The Customer is responsible for costs incurred by the Company to recover any and all equipment provided by the Company to the Customer.

9. Indemnification

- 9.1. The Customer shall defend, fully indemnify and hold harmless the Company, its affiliates, its officers, directors, agents and employees, from and against any and all claims, demands, suits, actions, causes of action or liability of any kind whatsoever for damages, losses, costs or expenses (including legal fees and disbursements) arising out of or relating to:

- 9.1.1. The Services;
- 9.1.2. The Customer's material breach of any of the terms of this Agreement;
- 9.1.3. Any injury to the Customer or its property, employees, agents, invitees, affiliates, licenses or any other third party resulting from the Customer's use, misuse or maintenance of the Services or any other negligent or intentional act or omission of the Customer, its employees, agents, invitees, affiliates, licensees or any other third party;
- 9.1.4. Any costs incurred by the Company, or claims of any third party arising from the Customer's installation, use, storage or disposal of any Services;
- 9.1.5. The Customer's failure to inspect the installation of the Services; and
- 9.1.6. The Customer's failure to remove any damaged or improperly installed Services.

- 9.2. The Customer agrees that the Company shall not defend, indemnify and hold the Customer harmless from any claims, losses, expenses or actions arising from any injury to the Customer or its property, employees, agents, invitees, affiliates, licenses or any other third party resulting from the Customer's use of the Services or any other negligent or intentional act or omission of the Customer or its employees, agents, invitees, affiliates or licensees.

10. Limitation on Liability

- 10.1. THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES ARE EXPRESSLY PROVIDED IN THIS AGREEMENT.
- 10.2. IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES BE LIABLE FOR ANY CLAIM FOR: (A) PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS; OR (C) INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.
- 10.3. IN THE EVENT THAT ANY SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT FAIL TO CONFORM TO THE MINIMUM QUALITY STANDARDS PREVELANT IN THE INDUSTRY, OR TO ANY WRITTEN SPECIFICATIONS FOR SERVICES, THE CUSTOMER'S SOLE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES AND NO CLAIM OF ANY KIND SHALL EXCEED THE REPLACEMENT COST OF THE SERVICE WITH RESPECT TO WHICH THE CLAIM ARISES.

General Clauses

11. **Notices** – All notices, consents, approvals, statements, authorizations, documents, or other communications (collectively "notices") required or permitted to be given hereunder will be in writing, and will be delivered personally, sent by fax, or mailed by registered mail, postage prepaid, at the addresses set forth or at any such other address or addresses set forth hereunder, namely, to the Company at: Little Electric Inc., 145 Turnbull Court, Cambridge, Ontario, N1T 1C6, Fax 519-621-0343 and to the Customer at the Customer's address listed on the face of this Agreement, or at any such other address or addresses as may be given by any of them to the other in writing, in accordance with this Notices Section, from time to time. If sent by registered mail, such notice will be deemed to have been given on the fifth day following such mailing; provided that if such notice will have been mailed and if regular mail service will be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice will not be effective unless delivered personally or sent by fax. If delivered personally or sent by fax during regular business hours, such notice will be deemed to have been given on the day of delivery or transmission, if during regular business hours on a day, or if not, on the day next following the day of delivery or transmission.
12. **Entire Agreement Clause** – This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the Parties with respect to such subject matter. This Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.
13. **Interpretation** – The headings, article, section and paragraph numbers appearing in this Agreement are inserted for convenience of reference only and will not in any way affect the construction or interpretation of this Agreement. The words "hereof", "herein", "hereunder" and similar expressions used in any article, section, subsection or paragraph of this Agreement relate to the whole of this Agreement and not to that article, section, subsection or paragraph only, unless otherwise expressly provided for or the context clearly indicates the contrary.
14. **Severability** – If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is to any extent invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the Parties or circumstances will not be affected thereby and will be separately valid and enforceable to the fullest extent permitted by law. The unenforceable provision(s) will be deemed to be amended to the extent needed to render them enforceable, so as best to reflect the intentions of the Parties.
15. **Force Majeure** – If the Company is delayed or hindered in the performance of any act including the provision of any Services required by this Agreement by reason of event cancellation, weather, act of nature, strike, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the Company, then performance of such act including the provision of any Services by the Company to the Customer will not be required. In addition:
- 15.1. In the case of Site Services, the Customer agrees to pay all Fees to the Company incurred to the time of non-performance and the costs and/or Fees incurred by the Company to remove its equipment and/or services from the site(s) in question.
- 15.2. The Term of this Agreement will not be changed without the written consent of the Company and such consent may be unreasonably withheld by the Company.
- 15.3. No Site Services will be rescheduled without the written consent of the Company and such consent may be unreasonably withheld by the Company.
- 15.4. The Customer is responsible for any additional time of use of Rental Services at rates normally charged by the Company for such Rental Services.
16. **Waiver** – No waiver by either Party of any obligation, restriction or remedy under this Agreement will be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Agreement or to insist upon full compliance by the other Party with their obligations hereunder, will constitute a waiver of any other provision of this Agreement or any further or subsequent non-compliance with the same or any other provision. No exercise or enforcement by a Party of any right or remedy hereunder will preclude the exercise or enforcement by such Party of any other right or remedy to which such Party is entitled by law to enforce.
17. **Governing Law** – This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.
18. **Assignment** – The Customer shall not assign this Agreement without the Company's prior written consent, which consent may be unreasonably withheld.
19. **Enurement** – Subject to the restrictions on assignment and transfer herein contained, this Agreement will enure to the benefit of and be binding upon all of the Parties hereto and their respective (as applicable) successors and permitted assigns.
20. **Time is of the Essence** – Time is of the essence of this Agreement and of each and every part hereof.

DATE: _____ (NOTE - print customer name) _____ Customer Signature (Authorized Representative if a Company)

Initial _____