

Groovelabs LLC

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Master Operating Service Agreement

Thank you for the opportunity to service your event. This Master Operating Service Agreement sets the rules for how Groovelabs LLC provides services, no matter how you engage us for example; retainers, contracts, purchase orders, or any other arrangement. It applies and governs our operations even if you sign a separate contract or ask us to sign yours.

Any conflicting terms are subject to this agreement and require a written amendment to change. This document is the controlling agreement for all work we perform.

By engaging our services, you agree to these terms as our operating guidelines—whether you sign below or not. If Groovelabs LLC is engaged, this agreement governs regardless. An invoice is included for prompt payment once services are rendered. You can also view a copy of this operating policy on our website.

Sincerely,

Anthony Pelayo

owner

Groovelabs LLC

Groovelabs LLC

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Master Operating Service Agreement

1. Master Agreement

This document is the Master Operating Service Agreement and constitutes the entire understanding between the parties. It supersedes any prior or contemporaneous agreements, proposals, purchase orders, or other documents. In the event of any conflict between this Agreement and any contract or document presented by the Purchaser, the terms of this Agreement shall control and prevail.

2. Engagement & Payment

Official engagement happens once we receive a non-refundable retainer applied toward the total fee or a purchase order has been executed. Full payment is due before or on load-in. We reserve the right to refuse service or stop providing additional services if payments aren't made on time.

All credit card payments incur a 3.5% processing fee. Late payments are subject to a 5% finance charge every 15 days.

3. Cancellation Policy

- If cancelled 30 or more calendar days before the event date, the retainer converts to a credit for future services within 60 days.
- If cancelled 29 calendar days or less before the event, the Purchaser shall pay the full service fee.

Groovelabs LLC's cancellation liability is limited to a refund of retainers paid.

4. Force Majeure

Neither party shall be liable for failure to perform due to events beyond their reasonable control, including acts of God, weather, strikes, riots, epidemics, government orders, or other circumstances making performance impractical or impossible.

5. Purchaser Responsibilities

The Purchaser shall:

- Provide a safe, code-compliant venue with adequate power if required.
- Secure and pay for all permits, licenses, parking, union labor, fire marshal inspections, and any other required fees for purchaser to host such event.
- Deliver a detailed event schedule, input list, and stage plot at least two weeks prior to the event.
- Maintain adequate crowd control to protect personnel and equipment. Including overnight security were applicable.

6. Insurance

Each party agrees to maintain Commercial General Liability insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Groovelabs LLC will provide the Purchaser with a Certificate of Insurance naming the Purchaser as an Additional Insured upon request. Likewise, the Purchaser shall name Groovelabs LLC, its owners, and employees as Additional Insureds on a primary and non-contributory basis and shall provide a Certificate of Insurance to Groovelabs LLC at least fourteen (14) days prior to the event.

7. Indemnification

Purchaser agrees to defend, indemnify, and hold harmless Groovelabs LLC, its owners, employees, and agents from any claims, damages, losses, or expenses (including attorney's fees) arising from known or unknown condition of the venue, Purchaser's failure to obtain any required permits or approvals, or any acts or omissions of Purchaser, its guests, performers, employees, or vendors, whether or not Purchaser was aware of such conditions.

8. Limitation of Liability

Groovelabs LLC's total liability under this Agreement shall not exceed the total fees paid by Purchaser. Neither party shall be liable for indirect, consequential, or punitive damages.

9. Governing Law

This Agreement shall be governed by the laws of the State of California. Venue for any dispute shall be in San Bernardino County. Prior to commencing any litigation, the parties agree to first attempt to resolve any dispute through good faith negotiations. The prevailing party in any action shall be entitled to recover its reasonable attorney's fees and costs.

10. Equipment Use

All equipment is provided in accordance with manufacturer specifications only. Purchaser shall not repair, alter, or allow unauthorized persons to operate the equipment. Once the equipment is delivered to the venue, the Purchaser is responsible for supervising the area and preventing damage or theft by guests, performers, or other third parties.

11. Weather

This agreement is "Rain or Shine." Groovelabs LLC's compensation is not affected by inclement weather, provided safety is not compromised.

12. Acceptance

The Purchaser agrees to all terms of this Master Operating Service Agreement. If the Purchaser requires Groovelabs LLC to sign their own contract, this Master Agreement shall be attached as an amendment or incorporated by reference. If this Agreement is not signed, the Purchaser's acceptance of services, proposal, or scheduling of Groovelabs LLC shall constitute acceptance of all terms contained herein.

The parties agree to be legally bound by the terms of this Agreement.

Purchaser: _____ Date: _____

Print Name: _____ Title: _____

Groovelabs LLC: _____ Date: _____

Anthony Pelayo, Owner