

Harvest Productions

AGREEMENT FOR EVENT SERVICES

Res. 18657

This Event Services Agreement For Private Events ("Agreement") is made on this date, October 28, 2014.

This Agreement is made by Harvest Productions, Inc., a Missouri corporation with offices at 1340 Burlington Avenue, North Kansas City, Missouri 64116 ("HARVEST"), and by Jackson County Missouri, 22807 Woods Chapel Road, Blue Springs, MO 64015 ("CLIENT").

Client has requested that HARVEST provide certain services, materials and equipment in connection with Client's planned Event described below. HARVEST has agreed to provide the services, materials and equipment described in this Agreement (including Event Scope hereto) for the Event, upon the terms and conditions set forth herein.

The parties agree as follows.

CERTAIN DEFINED TERMS. For the purposes of this Agreement:

"Event" means: **Truman Courthouse Light Show (In conjunction with City of Independence)**

"Event Date" means: **November 15th, 2014**

"Event Location" means: **Truman Courthouse, Independence, MO**

SCOPE OF SERVICES. HARVEST will provide for the Event the services, materials and equipment set forth in the Scope of Services attached hereto (collectively, the "Services") on the Event Date at the Event Location in exchange for the Services Fee, in accordance with the directions and specifications set forth. Contracted Services Fee includes labor sufficient to provide services defined in the scope within the time frame defined in the scope. Delays due to issues outside of Harvest's control may result in additional labor charges. If the need arises for additional labor or time, Harvest will get Client's approval before proceeding

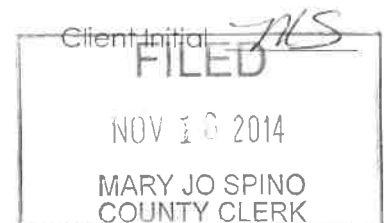
SERVICES FEE. Client will pay to HARVEST and will reimburse HARVEST for all amounts owed under this Agreement by Client to HARVEST (all of the foregoing, collectively, the "Services Fee"). The Services Fee is set forth on the attached Scope of Services.

Client hereby agrees to pay to HARVEST the Services Fee Not To Exceed a Total of **\$3,500.00** without written approval by Client. Upon the signing of this Agreement, and before November 14, 2014, Client will pay to HARVEST the balance of the Services Fee, **\$3,500.00**. Approved changes will be billed within ten (10) business days after the services being delivered, with payment of net 30 days from date of the invoice.

Client and City of Independence are partnering on this event. Independence will contract separately for the remaining balance of \$2,500.00. It is understood that both parties must agree, sign their respective agreements, and pay their fees for the services to be delivered. Should one party default, the both agreements shall be void.

HARVEST acknowledges receipt of this fee. However, if HARVEST has accepted Client's check in full or partial payment of the fee, this Agreement will cease to be effective if such check is not paid by the bank on which it is drawn. The fee paid by Client is absolutely non-refundable, regardless of the weather on the Event Date or any circumstance that may occur. All payments made by Client to HARVEST pursuant to this Agreement will be made in a form reasonably acceptable to HARVEST.

EVENT LOCATION. Client will be solely responsible for making all arrangements to use the Event Location. In particular, Client will be responsible for HARVEST being given such access to the Event Location as HARVEST may



request in order to provide the Services. Client will cause its contractual arrangements with the owner or manager of the Event Location to provide expressly that HARVEST has no responsibility or obligation of any kind whatsoever to such owner or manager or any person affiliated with such owner or manager.

LICENSES/PERMITS. The cost of all licenses and permits will be secured by Client. Said costs will be covered by separate agreement as outlined in the Addendum attached hereto.

SUBCONTRACTORS; RELATIONSHIPS OF PARTIES. HARVEST will be entitled to enter into contracts with subcontractors chosen by HARVEST, in its sole discretion, for all or any portion of the Services. HARVEST and each such subcontractor will be deemed to be an independent contractor and not an employee, agent, joint venture, or partner of Client. HARVEST will have the right to perform services for others during the term of this Agreement. HARVEST shall consult with Client, at Client's request, on subcontractors to ensure compatibility with Client's interests.

INDEMNIFICATION. Each party will defend, indemnify, and hold the other and its directors, officers, agents, employees, and other affiliates harmless from and against all loss, cost, liability, claims, and expenses (including attorneys' fees), including without limitation liability for personal injury or property damage or violations of any statutes, regulations, or other laws: (i) arising out of or resulting from any act of negligence or any misconduct of or by each party or any of its guests, directors, officers, employees, contractors, or other affiliates; or (ii) that may arise from or relate to either party breach of this Agreement except that Harvest's liability arising from any breach of this Agreement shall be limited to the Services Fee paid hereunder. Neither party will be liable to the other for any punitive damages, lost profits, or other special damages.

INSURANCE. Upon request by Client, Harvest will provide evidence through an Accord Certificate of Insurance the following: (i) General Liability \$1 Million per Occurrence and \$2 Million Aggregate, (ii) Auto Liability \$1 Million per Occurrence with Owned/Non owned/Hired coverage, (iii) Workers Compensation - Statutory Coverage, and (iv) Employers Liability limits.

LIMITATION ON LIABILITY AND DAMAGES. THE LIABILITY OF HARVEST UNDER THIS AGREEMENT, IF ANY, WILL BE LIMITED TO THE SERVICES FEE PAID HEREUNDER. Neither party will be liable to the other for any punitive damages, lost profits, or other special damages.

INCLEMENT WEATHER. The Event is a rain or shine event. Client and HARVEST agree that all of the terms of this Agreement will be performed by the parties regardless of inclement weather conditions.

PROMOTIONS. Client agrees that HARVEST may utilize photos, videos, and/or other materials from the Event to market and otherwise promote HARVEST and the services offered by HARVEST.

AMENDMENTS AND WAIVERS. This Agreement contains the entire agreement of the parties. No amendments may be made to this Agreement except by an agreement in writing executed by both of the parties. Any waiver, consent or approval on the part of HARVEST must be in writing, and will be effective only to the extent specifically set forth in the writing. No delay or omission by HARVEST in the exercise of any right or remedy with respect to any one occasion will impair HARVEST's ability to exercise the right or remedy in the same or on another occasion.

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FORCE MAJEURE. If either party is prevented from fulfilling its obligations hereunder due to an act of God, state of war, acts of terrorism, strikes, boycotts or other labor troubles, or any other reason beyond the control of the parties, then such party shall not be deemed to have breached this Agreement, provided the party claiming force majeure promptly notifies the other party of the force majeure, the anticipated duration of the force majeure, and the steps being taken to remedy the failure. If any force majeure event results in the failure of the HARVEST to deliver any rights or benefits, in whole or in part, HARVEST agrees to use best efforts to arrange for substitute benefits of comparable value, which substitution shall be subject to Client's reasonable approval. If any force majeure event results in a full cancellation of the Event, Client shall be entitled to a full refund of all monies paid prior to the cancellation, less any direct expenses incurred by HARVEST in preparation of fulfilling the scope of the agreement. Said direct expenses will be verified by copies of receipts and invoices for aforementioned direct expenses. If any force majeure event results in a cancellation of a portion of the Event, then HARVEST shall reimburse Client the pro rata portion of its fee paid for rights and benefits not delivered due to the force majeure event, less any direct expenses incurred by HARVEST in preparation of fulfilling the scope of the agreement. Said direct expenses will be verified by copies of receipts and invoices for aforementioned direct expenses.

MISCELLANEOUS. If any provision of this Agreement is held invalid or unenforceable, the holding will affect only the provision in question and that provision in other circumstances and all other provisions of this Agreement will remain in full force and effect. The rule that the terms of a contract are strictly construed against the drafting party will have no application to the construction or interpretation of this Agreement. The interpretation and enforceability of this Agreement will be governed by the laws of Missouri. All attachments to this Agreement are hereby incorporated herein by this reference as though fully set forth herein.

Client will not discriminate against any person on the grounds of race, color, sex, national origin, age, impairment, or handicap in connection with the Event.

AGREED TO AS OF THE DATE FIRST ABOVE WRITTEN.

JACKSON COUNTY MISSOURI

HARVEST PRODUCTIONS, INC

By: MDS / 11/17/14
Date

By: [Signature] / 11/6/2014
Date

Name: Michael D. Sanders
Title: County Executive

Bill Hartnett
Vice President

APPROVED AS TO FORM
[Signature]
County Counselor

ATTEST:
[Signature]
Clerk of the County Legislature

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Herein please find Harvest's Scope of Services to the event defined above.

Summary

The production services package as specified below shall be delivered for deployment in the specified areas of the Event Space at the Facility, beginning on November 14, 2014, at 10:00 AM, in order to have all equipment and decorative elements installed and preliminary testing completed in preparation for the event as scheduled. The period of operation shall begin at approximately 3:00 PM on November 15, 2014. All equipment will be dismantled and removed from the facility upon completion of the event as scheduled, on November 15, 2014, beginning at approximately 7:00 PM.

Music Development

- Harvest will prepare 5 – 8 minutes of recorded music to be played in conjunction with the Light Show.
- Client will have ability to approve the music bed in advance of the show.
- Harvest will coordinate playback of the music with the Client's audio contractor and or employees, as so directed by Client.

Lighting

- Harvest will design light show synchronized to the music culminating in a 5-8 minute light show.
- The lighting system would be complete with all necessary dimming and control elements required for the creation of a fully integrated system.
- An array of spotlights equipped with gobo breakups would be deployed around the venue to allow for the projection of texturing and coloration to wall surfaces.
- A stage lighting system to consist of weighted base type lighting trees equipped with a collection of fixtures to create the light show performance.
- The lighting system would further include an array of remote controlled robotic lighting fixtures to add energy to the lighting presentation in the event area.
- LED wash and spot lighting fixtures will be distributed throughout the venue.

Rigging

- All trussing, lifts, chain hoists, and ancillary rigging hardware as necessary for the proper deployment of the lighting elements as specified above.

Labor

- All lighting technicians and ancillary labor required for the delivery, installation, testing, focus, operation, and subsequent removal of the equipment and materials as specified.

Miscellaneous

- All power feeder cable, load distribution cable, control signal cable, and the power distribution network necessary for the proper integration of the lighting system, audio, and décor elements as specified.
- Power, internet, and other utilities provided by the venue are additional to this agreement unless otherwise specifically specified above.
- All above is contingent upon each venue's "House Rules". Additional charges from the venue may apply. Harvest will make its best efforts to define, negotiate, and minimize these costs to the Client.

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