

MASTER SERVICES AGREEMENT

This Master Services Agreement including its exhibits (“MSA”) governs each statement of work executed by Staging Solutions, Inc. and its subsidiaries (“SSI”) and the Client (“Client”) identified in that statement of work. This MSA is between Staging Solutions Inc and the Client unless another applicable master agreement executed by the parties is in effect.

1. SERVICES

- 1.1. Ordering and Provision of Services:** Staging Solutions will provide the services to Client described in a Statement of Work (“SOW”) substantially similar in form to the one in Exhibit B agreed to by the parties (“Services”) The SOW together with this MSA and any incorporated terms for the entire agreement that applies to Client’s receipt of services (“Agreement”). If there is a conflict between the terms in the SOW and the MSA, then the terms in the SOW will govern.
- 1.2. Changes.** If there are changes to the scope of Services, the fees payable, or the schedule on which Services will be provided, the parties shall agree in writing to such changes.
- 1.3. FACILITY FEES:** Any venue related fees including but not limited to;
 - 1.3.1. Room rental charges,
 - 1.3.2. Service charges,
 - 1.3.3. Electrical access, usage or tie-in charges,
 - 1.3.4. Hotel equipment rentals such as lifts, props or stage platforms.Venue locations to supply all required electrical power, rigging charges and any applicable facility exclusive. The Client is responsible for any and all additional charges required by venue related to load-in/load-out, or execution of the project.
- 1.4. Contractor Labor Charging Policy:**
 - 1.4.1. All Day Rates are 1/2-day (5 hour) minimum/full day (10 hour)
 - 1.4.2. Overtime (1.5x Hourly Rate) is charged after 10 hrs. up to 12 hrs.
 - 1.4.3. Double-time (2x Hourly Rate) is charged after 12 hrs. until an 8-hour break is provided.
- 1.5. Security:** Client to provide for overnight dedicated security of all SSI Equipment from load-in to load-out. If Client does not provide security, that cost will be passed through to the Client.
- 1.6. Parking:** Client to provide parking passes for all required crew if venue charges for parking. If Client does not provide parking passes, that cost will be passed through to the Client.
- 1.7. Services at the George R. Brown Convention Center:** Services provided at the George R. Brown Convention Center (“GRB”) at 1001 Avenida De Las Americas, Houston, TX 77010 will be provided by Staging Solutions at GRB Inc. (“SSGRB”), a wholly owned subsidiary of Staging Solutions Inc.
 - 1.7.1. Union Labor Policy at the GRB**
 - 1.7.1.1. The Rigger booking minimum is 6 hours for load in and 4 hours for load out. The General AV Tech minimum is 4 hours.
 - 1.7.1.2. Overtime (1.5x Hourly Rate) is charged after 8 hrs. of work, on Sundays, and any work performed between the hours of 11:00pm to 7:00 am.
 - 1.7.1.3. Double-time (2x Hourly Rate) is charged on national holidays.

2. PAYMENT AND INVOICING; TAXES

- 2.1.** Client will pay the fees stated in the SOW for the Services. Client will pay SSI within thirty (30) calendar days after receipt of an accurate and undisputed invoice for the accepted deliverable(s). SSI shall submit invoices to the Client Contact Email listed in the SOW unless otherwise notified in advance and in writing. All estimated charges presented presume payment via check or bank transfer. Payments by credit card will require a 3.5% administration charge in addition to the total due.
- 2.2.** Unless Client provides SSI with a valid tax exemption certificate, Client will pay or reimburse SSI for all federal, state, and local taxes, including but not limited to, sales, use, gross receipts, VAT, GST, or similar transaction taxes. All transaction taxes payable by Client will be separately stated and exclusive of the price.

3. TERM AND TERMINATION

- 3.1. Term.** This MSA is effective on the Start Date of the first SOW processed under this MSA or the Effective Date of this MSA (if any), whichever occurs first, and will continue until terminated. If after termination of this MSA Services continue to be provided under a SOW, then the terms of this MSA will continue to be in effect until that SOW is terminated or all the obligations in that SOW are completed.
- 3.2. Termination.**
 - 3.2.1. Either Party may terminate this MSA or a SOW or both for any reason by providing thirty (30) calendar days prior written notice to the other party.
 - 3.2.2. The termination of any one particular or subsequent SOW will not terminate this MSA.
 - 3.2.3. These termination rights are (a) absolute and neither party will be liable to the other for any resulting compensation, reimbursement or damages; and (b) in addition to any other rights or remedies available to a party.
- 3.3. Effect of Termination.**

- 3.3.1. **Staging Solutions Obligations.** Upon expiration or termination of this MSA or an SOW, SSI will promptly (a) terminate its provision of Services and submit to Client all Deliverables in their state of completion as of the termination date; (b) provide any reasonable transitional assistance required by Client; and (c) refund to Client any pre-paid amounts for Services that have not been provided as of the termination date.
- 3.3.2. **Client Obligations.** Upon expiration or termination of this MSA or a SOW Client will promptly (a) pay SSI for Services provided (and accepted, if applicable) prior to the date of termination as follows: For Services completed, Client will pay SSI for Services provided prior to the date of termination. In the event of termination prior to a milestone being achieved, and such termination is not the result of Staging Solutions' uncured breach, Staging Solutions will be entitled to receive a prorated portion of the applicable fees for services performed and delivered up to the date of termination. Any overpayment by Client will be returned by Staging Solutions. All payments by Client under this section will be subject to "not to exceed" amounts, if any, described in the applicable SOW.

3.4. Survival. The provisions of this MSA that by their nature extend beyond the termination of this MSA, will survive the termination of this MSA.

4. WARRANTIES

4.1. Mutual Warranties. Each party represents and warrants that (a) it will comply with all applicable laws, orders, codes and regulations, including all privacy laws and U.S. sanctions laws, in its performance under the Agreement; and (b) in entering into the Agreement it does not rely on any promise, statement, representation or warranty (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as stated in the Agreement

4.2. Staging Solutions Warranties. SSI represents and warrants that (a) it will perform the Services in a diligent and workmanlike manner and in accordance with current industry standards and the Agreement; (b) the Work Product will conform to the related plans, specifications and other documents prepared by or for SSI.

5. COMPLIANCE: Each Party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders (whether federal, state, municipal or otherwise), and each is solely responsible for its own compliance with all such laws arising out of or relating to its obligations under this agreement.

6. AUTHORIZATION CAPACITY: The parties represent and warrant that the execution, delivery and performance of this Agreement have been duly authorized, that they have the full right, power, and authority to execute, deliver and perform this Agreement, and that such execution, delivery and performance do not and will not conflict with any agreement, instrument, order, judgement or decree to which they are a party or by which they are bound. SSI shall maintain adequate insurance for all activities and services provided under this Agreement, in accordance with applicable laws and general liability coverage.

7. INDEMNIFICATION:

7.1. By Staging Solutions: Staging Solutions hereby agrees to defend, indemnify and hold harmless The Client and its officers, directors, employees, agents and representatives from and against any and all claims, losses, liabilities, damages, settlements, costs or expenses arising out of or in connection with Staging Solution's breach or alleged breach of this Agreement or any alleged negligent act, omission or fault of Staging Solutions, its employees, agents or others under Staging Solutions control.

7.2. By The Client: The Client will be identified by the company named in the signature section below: The Client hereby agrees to defend, indemnify and hold harmless Staging Solutions, its officers, directors, employees, agents and representatives from and against any and all claims, losses, liabilities, damages, settlements, costs or expenses arising out of or in connection with The Client's breach or alleged breach of this Agreement or any alleged negligent act, omission or fault of The Client, its employees, agents or others under The Client's control.

8. LIMITATION OF LIABILITY.

8.1. Damages Waiver. Neither party will be liable to the other for any loss of business opportunities, lost profits and for any indirect, special, collateral, incidental, consequential, or punitive damages, however caused on any theory of liability, whether based on breach of contract, strict liability, warranty, tort (including negligence and breach of statutory duty) or otherwise, and whether or not the party has been advised of the possibility of that damage.

8.2. Exceptions. The limitations in section 8.1 will not apply to either party's liability for gross negligence or intentional misconduct, death or personal injury, any indemnification obligations under this Agreement, breach of its obligations under applicable law, or infringement or misappropriation of the other party's Intellectual Property Rights.

9. DISPUTE RESOLUTION.

9.1. Governing Law. If an issue arises under the Agreement (including non-contractual disputes or claims, then the Agreement is governed by the laws of the State of Texas. Each party irrevocably submits to the jurisdiction and venue of the applicable courts. The prevailing party in any litigation may seek to recover its legal fees and expenses.

9.2. Injunctive Relief. Nothing in the Agreement prevents a party from seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of the Agreement by the other party, without the requirement of posting a bond, in addition to any remedies available at law.

10. INSURANCE COVERAGE.

10.1. Coverage Limits: Both Parties shall provide and maintain in full force and effect, for the duration of the Term and any Renewal Term, at least the following insurance and limits of liability:

10.1.1. Commercial General Liability

Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000

10.1.2. Automobile Liability Insurance

\$1,000,000 combined single limit including Owned, Hired, and Non-Owned and Auto Coverage

10.1.3. Workers' Compensation

In the minimum amount required by the applicable Workers' Compensation statute. In the absence of the Workers' Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that the Party has legally non-subscribed to the applicable Workers' Compensation Act.

10.1.4. Employer's Liability

Bodily Injury by accident \$1,000,000 (each accident); Bodily Injury by disease \$1,000,000 (policy limit); and Bodily Injury by disease \$1,000,000 (each employee)

10.2. A certificate of insurance shall be furnished to SSI at least ten **(10) business days before** the commencement of the project and must include SSI as additional insureds by the names listed in Exhibit A, except those for Workers' Compensation. Each policy must include an endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against the other party by the names listed on this agreement.

11. FORCE MAJEURE: Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in the performance of its obligations (except for the payment of money), when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, strikes, lockouts or other labor disturbances, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, acts of war (whether war is declared or not), terrorism, governmental action, supplier problems, civil commotions, or any other force majeure event. Each party will use its reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of obtaining knowledge that such event will cause such a failure or delay.

Exhibit A – Insurance Requirements

Liability Requirements	
General Aggregate Limit	\$2,000,000
Products Completed Operations Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$100,000
Owned/Hired/Non-Owned Automobile-CSL	\$1,000,000
Statutory Workers' Compensation including Employer's Liability Insurance	
<p>In the minimum amount required by the applicable Workers' Compensation statute. In the absence of Workers Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that the Party has legally non-subscribed to the applicable Workers Compensation Act.</p>	
On-Site Property	
<p align="center">Staging Solutions Inc. is not responsible for damage or theft of any equipment on site.</p>	
Description of Operations / Locations / Vehicles / Special Provisions	
<p>The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when required by written contract.</p> <p>The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature when required by written contract.</p>	
Certificate Holders	Please send certificate of insurance to:
Staging Solutions, Inc., including all its subsidiaries 2014 Lou Ellen Ln. Houston, TX 77018	COI@stagingsolutions.com
<p align="center">A certificate of insurance shall be furnished to the other party at least 10 business days before the commencement of the project.</p>	

Exhibit B – SOW TEMPLATE


 Staging Solutions Inc.
 2014 Lou Ellen Lane
 Houston, TX 77018

STATEMENT OF WORK

This SOW is entered into between Staging Solutions Inc. (“SSI”) and the client (“Client”) as identified below. This SOW is governed by the applicable master service agreement (“MSA”) executed by the parties, if any, or SSI standard service terms located at LINK TO DEFAULT MSA. This SOW will not be in effect until both parties have signed and initial reserve payment has been received as specified within the SOW.

SOW #/SSI PROJECT #:		SOW Start Date:	
MSA # (if any):		SOW End Date:	
PROJECT NAME:			

Staging Solutions Contact Information		Client Contact Information	
SSI Project Contact Name:		Client Name:	
SSI Contact Address:	2014 Lou Ellen Ln Houston TX 77018	Client Address:	
SSI Contact Phone:		Client Contact Name:	
SSI Project Contact Email:		Client Contact Phone:	
SSI Billing Contact:	admin@stagingsolutions.com	Client Contact Email:	
		Client Billing Contact (if any)	

1. **SERVICES/PROJECT DESCRIPTION.** Staging Solutions will provide the Client with:

LIST SCOPE OF SERVICES HERE (i.e. production management and creative services for PROJECT NAME) INCLUDE DATE(S) AND VENUES/LOCATIONS IF APPLICABLE

2. **PERFORMANCE SCHEDULE.** Staging Solutions will complete the Services and furnish the Deliverables as follows:

Performance Milestone Description	Date

3. **PAYMENT.** Client will pay Staging Solutions the following fees under this SOW, per the achievement of the payment milestones outlined in the following schedule:

Payment Milestone Description	Estimated Completion Date	Service Fee
Initial Reserve Payment		\$
		\$
		\$
		\$
		\$
		\$
	Total Service Fees:	\$

Not to Exceed Limit: The maximum amount payable under this SOW is \$_____. The Client agrees that final charges may differ from those initially estimated in SOW and that the Client may incur additional charges due to adjustments in scope during the Project. Reduction in the scope of work could reduce the final amount payable under the SOW. Any changes must be confirmed by the Client in writing.



Staging Solutions Inc.
2014 Lou Ellen Lane
Houston, TX 77018

4. **INVOICES.** All amounts invoiced hereunder shall be invoiced in U.S. dollars (USD). Client will pay the fees stated in the SOW for the Services. Client will pay SSI within thirty (30) calendar days after receipt of an accurate and undisputed invoice for the accepted deliverable(s). SSI shall submit invoices to the Client Contact Email and Client Billing Contact Email listed in the SOW unless otherwise notified in advance and in writing. All estimated charges presented presume payment via check or bank transfer. Payments by credit card will require a 3.5% administration charge in addition to the total due.

5. **TERMINATION:** Either party may in its sole discretion terminate this Agreement or any applicable SOW in whole or in part from time to time and for any reason upon not less than thirty (30) days written notice to the other party, without further liability or obligation, except for payment to Staging Solutions for undisputed services performed and accepted up to the date of termination. Termination of one SOW will not affect the validity of any other SOW. In the event of termination prior to a milestone being achieved, and such termination is not the result of Staging Solutions' uncured breach, Staging Solutions will be entitled to receive a prorated portion of the applicable fees for services performed and delivered up to the date of termination. Any overpayment by Client will be returned by Staging Solutions.

To confirm agreement to this Statement of Work, please sign in the space indicated below.

<p style="text-align: center;">STAGING SOLUTIONS INC</p> <p>Signature: </p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Name: </p> <p>Title: </p> <p>Date: </p>	<p style="text-align: center;"> ("CLIENT")</p> <p>Signature: </p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Name: </p> <p>Title: </p> <p>Date: </p>
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