

SPACECITYPRO

WE SERVE CLIENTS ACROSS THE
COUNTRY BUT WE CALL TEXAS AND
ALABAMA HOME

ADDRESS: 4747 RESEARCH FOREST DR. STE 180 #11
THE WOODLANDS, TX 77381
EMAIL: CONNECT@SPACECITYPRO.COM

WEBSITE: SPACECITYPRO.COM





ABOUT US



We believe that when people attend a live music event, their experience should invite them to lean-in, and engage them in a platform that is captivating and clear.

OUR TEAM OF CREATIVES HAVE PLAYED KEY ROLES IN SOME OF THE LARGEST EVENTS IN THE CHURCH SECTOR.

Space City Pro is a comprehensive audio visual production company that specializes in creating spectacular multi-media solutions. Our team members have spent decades working in all aspects of the entertainment industry; Live, Film, Broadcast, Concert, Church, and Festival applications. We employ the latest tools and technologies to produce immersive live experiences, design comprehensive AV systems, empower teams, and bring visions to life.

Audio Visual Production and integration is at the core of what we do. With our comprehensive understanding of how production teams operate, we are uniquely able to create and implement solutions that are easily repeatable, while still providing outstanding performance and reliability.

We know how stressful planning a big event or a system overhaul can be, but working with us can make the process a whole lot easier! Our team is experienced in all areas of production, so whether you need help with branding and marketing, creative vision, equipment rental, labor, or technical systems, we are here to help.

OUR PHILOSOPHY

**SPACE CITY PRO
WAS BORN OUT
OF OUR DESIRE
TO ELEVATE
PRODUCTION
TEAMS WITH
THE TRAINING,
EQUIPMENT, AND
VISION NEEDED TO
CREATE AMAZING
EXPERIENCES.**

EMPOWER

EQUIP

LABOR AGREEMENT

This Installation Agreement (this “Agreement”) is made effective as of JUNE 22, 2022 by and between

_____ of _____
 (the “Client”) and Space City Pro Consulting LLC of 4747 Research Forest Drive Suite 180 #11, The Woodlands, TX 77381 (the “Company”, “SCP”, or “Space City Pro”).

Assumptions

Room Availability

Rooms are to be made available for exclusive use by Space City Pro on the day(s) of the scheduled installation. Client shall grant Company 24hr access to the facility on such days and provide building keys or other means of access as necessary.

Scope

The physical scope of work shall be limited to the specific details agreed to prior to the execution of this agreement. Such specifications shall be submitted in writing and may be communicated via email.

In the event that circumstances require a change in such physical scope, such changes must be submitted as a Change Order and approved through the execution of an amendment to this Agreement. Change Orders may incur additional fees, alter the cost and/or alter the timelines of the Project.

Contact

Client shall designate a representative to serve as their Production Manager. The Project Manager shall be the primary point of contact and shall be solely responsible for communication with and direction of Company.

Structural Vibrations

Job site building structures – including ceilings, walls and floors – used to support audiovisual equipment are assumed to be vibration free.

Structural Integrity

It is the responsibility of the Client to ensure the integrity and appropriate load bearing capacity of any structure(s) to which Company will be making an attachment. Client shall consult with a Professional Engineer that is licensed and insured in their state to certify the suitability and load bearing capacity of such structure(s), and will provide to Company documentation bearing said engineer’s stamp upon request. Client shall ensure that any work to structure, including modifications, reinforcements, or additions, that is deemed necessary by the structural engineer is completed prior to Company arriving on site to commence work.

Company shall not be responsible for delays or additional expenses that occur due to structural complications that may arise.

Rigging

Client shall provide documentation certifying that any existing rigging located in close proximity to where Company will be conducting work is in compliance with any governing laws or regulations, conforms to all industry standards, and was installed by ETCP Certified riggers.

Additionally, Client shall provide detailed documentation for any existing rigging to which Company will be making any attachment. Such documentation shall include rigging diagrams, load diagrams, load analysis, and shall be stamped by a Professional Engineer that is licensed and insured in their state.

Company reserves the right to immediately cease all work if it deems existing rigging or structure to be of uncertain suitability and/or integrity, if components are missing tags verifying proof testing, or if any safety concerns arise.

Furniture

If there is furniture that cannot be removed prior to the time of work, Client will adequately cover or otherwise protect it.

Flooring

Client shall be responsible for adequately covering or otherwise protecting flooring from damage prior to Company arriving on site to commence work. Company shall bear no liability for damage to flooring, from lifts or otherwise.

Ceiling Tiles

If work occurs in any room where suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.

Merchandise Ownership/Storage

Client accepts responsibility for all merchandise sold and/or provided on this project, delivered to the job site and signed for by a representative of the Client. Client will provide secure storage for such merchandise. Space City Pro will not be responsible for any loss or damage, except loss or damage caused by a Space City Pro employee during the act of installation that occurs after delivery and acceptance by the Owner. All Merchandise shall remain the sole property of Company until the project has been completed and installation has been signed off on by Client. Merchandise shall not be used in any way prior to installation by Company. Company shall not be responsible for any loss of pieces, components, and/or parts due to Client use, mis-use, storage, and/or un-boxing of merchandise.

Existing Equipment/Wiring**Documentation**

If this project entails installation and/or re-use of any existing equipment and/or wiring provided by the Owner, Owner shall, at Space City Pro's request, provide any documentation that may be required to properly install and/or integrate said existing equipment into the new system.

Good Working Order

Space City Pro is not responsible for the integrity and/or good working order of any existing hardware and/or wiring that is designated to be included in this new system. If during the installation process such hardware and/or wiring is found to be defective, it is understood the project schedule, budget, and completion date may be affected, and a Change Order may be required to overcome the obstacle(s) created by such defects.

Right of Revision

Space City Pro reserves the right to revise this proposal based upon information obtained from subsequent site visits and/or other sources not available at the time this proposal was prepared.

Freight/Trucking

Freight fees are estimated for ground freight service. Actual costs may vary. Shipments may require adequate space for a Semi Truck to pull in and maneuver, and the use of a Fork Lift for means of unloading. Delivery of rented equipment shall bear additional trucking expenses. Such expense shall be added to the final invoice. Client specifically reauthorizes all charges and expenses related to trucking and delivery. Expedited freight, as required by the Client, will be prepaid and added to invoices. NOTE: Due to the global COVID-19 pandemic, shipping times may be extended.

Aerial/Fork Lift

Aerial Lifts and/or Fork Lifts are to be provided for Space City Pro's Sole use during the installation. These lifts are to meet the specifications and quantity decided by Space City Pro after the final pre-install site visit. If you would like us to provide them, the rental charges can be added into the project total with a change order.

Warranty and service**Exclusions**

The following items are not covered under the provisions of this agreement and if requested are subject to additional charge: System misuse or abuse, as determined by Space City Pro; acts of nature, damages due to fire; water damage; image burn-in on any device display; expedited shipping for repaired parts; camera lenses; problems caused by improper connection of equipment by the end-user or other user errors, as determined by Space City Pro and accessories, software, or hardware not provided or sold by Space City Pro after the agreement acceptance.

Delays and Postponement

Should Space City Pro be delayed in the performance of the work due to material changes, labor disputes, fire, unusual delay in deliveries, construction delays, project postponement, unavoidable casualties or

other causes beyond its control, the agreed-to time for completion shall be extended by Change Order, and may include charges to cover costs incurred by Space City Pro due to the delay. A delay is represented by a notification that is three (3) business days or less from the commencement of scheduled on-site work by Space City Pro.

Labor

Unless specifically noted, all labor is quoted at prevailing wage rates. For jobs that it is determined must be performed by union technicians or by technicians paid a non-prevailing wage rate a change order will be processed to cover the increased labor expenses.

Day Rate Labor

When billing labor on a flat Day Rate basis, a day shall be no more than 10 hours before additional overtime expense is incurred. Company does not bill for partial days, and any amount of on site work shall incur a full day's charge. Any work that goes past the 10 hour Day shall be considered overtime and will be billed at 1.5x the Day's equivalent hourly rate. (for example, a 14 hour shift at a \$1000 day rate will incur a total expense of \$1600. \$1000 for the first 10 hours, then \$150 for each additional hour past the first 10.)

Parking

Secure, on-site parking spaces shall be provided to Company as needed for their trucks, personnel, and contractors. Any parking fees incurred by company shall be billed back to client at actual cost plus 15 (fifteen) percent.

Security

It is the responsibility of Client to ensure adequate security of the work site to prevent unauthorized access. Client shall provide licensed security personnel for the security of the work site, and the protection of personnel and equipment as needed.

Safety

SPACE CITY PRO CONSULTING LLC reserves the right to issue an "ALL STOP" order and forcibly cease all on site work, regardless of whether work is being managed by COMPANY, at any time should any hazardous condition be present. Said "ALL STOP" shall remain in effect until the hazard has been appropriately remedied. Only SPACE CITY PRO CONSULTING LLC may issue an "ALL CLEAR" order and allow work to resume.

Hotels

SPACE CITY PRO CONSULTING LLC reserves the right to book hotel rooms as it determines necessary for its staff, personnel, and contractors at its sole discretion and bill back all associated expenses, plus 15 (fifteen) percent, to client. CLIENT SPECIFICALLY PRE-AUTHORIZES ALL EXPENSES RELATED TO HOTEL ROOMS, ACCOMMODATIONS, VALET AND PARKING FEES.

Room Restrictions

SPACE CITY PRO CONSULTING LLC shall be exempt from any venue or job-site policies restricting food or beverage.

Change Orders

This Agreement may be amended to provide for additions, deletions and revisions in the Work or general Scope or to modify the terms and conditions thereof by either written amendment or by Change Order. If a change of modification is deemed necessary by Company and if delay of such change would prevent the continuation of work or would jeopardize the on time completion of the project, it shall be considered an Emergency Situation. In the event of such Emergency Situation, Company may give verbal notification to the Project Manager of such change and proceed with changes as necessary without prior approval, to be followed up by a written Change Order and summary of any expenses incurred.

Insurance

CUSTOMER shall, at his own expense maintain all risk insurance coverage adequate to fully protect SPACE CITY PRO CONSULTING LLC against loss, theft or damage to its equipment and injury to its personnel. Said insurance shall be provided by an insurance company satisfactory to SPACE CITY PRO CONSULTING LLC, and SPACE CITY PRO CONSULTING LLC shall be named as additional insured and loss payee thereon. The policy shall state that SPACE CITY PRO CONSULTING LLC will be given ten days written notice before the policy may be modified or canceled. CUSTOMER shall deliver to SPACE CITY PRO CONSULTING LLC written proof of this insurance coverage. Any cancellation or lapse of this insurance shall

represent a default under the terms of this AGREEMENT.

Miscellaneous

Whenever Company is required to setup on or around other contractor's décor, stages or other property these must be in place with sufficient time to setup, power, focus, sound-check, and otherwise prepare our property. Company is not responsible for any delays in the completion of the job when we are required to wait for other contractors to complete their installation.

CUSTOMER agrees that Company will charge labor rates per hour per person for delays in our setup on the job site caused by circumstances beyond our control or for additions or changes to the services described. These charges shall be on a separate Invoice from the original Quotation or Invoice.

Company is not responsible for any Venue's electrical power, generator, or electrician charges unless specifically stated in the Estimate.

Company is not responsible for any production delays due to problems with the Venue's electrical power.

A qualified electrician or Venue engineer shall be provided or arranged by CUSTOMER to do electrical power tie-in and disconnect at Company's request, or when required by Venue.

Company is not responsible for any charges for the use of a Venue's ladder or lift unless specifically stated in our Estimate.

Overhead work is dangerous to both the person on the ladder or personnel lift and to persons on the ground. Company personnel are required to practice safe working habits at all times, which includes stopping all work if at any time the environment is deemed to be unsafe by any Company personnel.

When food or beverage is provided to guests at the event, COMPANY shall be provided the same.

Project Initiations and Payments

A written Contract, Purchase Order, Invoice or other acceptable authorization to proceed must be received prior to the start of all work. A 3.5% surcharge will be added to any credit card or check payment.

Acceptance

Proposals shall be valid until the expiration date written upon them. Due to Covid-19 there are high fluctuations in product pricing and availability. Company will do its best to honor the pricing detailed in this document, but reserves the right to make amendments should equipment and/or material costs change. Should this occur, Company will provide written notice prior to placing any orders.

Payment Terms

Company shall issue a finalized invoice upon the completion of all labor. Payment shall be due in full no later than 15 days upon issuance of invoice (net 15). Additional expenses incurred as the result of a Change Order or otherwise shall be due immediately upon issuance. Payment shall be made via ACH as described in the associated Invoice. Payment methods other than ACH may be accepted at Company's sole discretion and may incur additional convenience and/or processing fees. Late payments will incur an additional fee of eighteen (18) percent per month and may result in alterations to the timeline and cost of the project. Client specifically agrees to allow and pre-authorizes Company to charge any outstanding and/or past-due amounts to the Card and/or Bank Account on file without prior notification.

When you provide a check as payment, you authorize Company to use information from your check to make an electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Suspension of Service Right

Space City Pro reserves the right to (1) modify or discontinue, temporarily or permanently any service (or

any part thereof) and (2) refuse any and all current and future service if customer's account with Space City Pro is otherwise past due.

Limitation of Liability

Space City Pro shall not be liable for: (i) special, direct, indirect, incidental, consequential, tort or coverage damages which includes without limitation, damages from delay of delivery, loss of revenue or loss of profits, data, business or goodwill, whether or not customer has been advised or is aware of the possibility of such damages or (ii) any claim that arose more than one (1) year prior to the institution of suit thereon.

TERM

This Contract will terminate automatically upon completion by "Company" of the Services required by this Contract.

EXCLUSIVITY

Client shall not have any other persons provide services the same as or similar to the services provided, offered, or managed by Company where such services would commence prior to termination of this Agreement or would otherwise conflict with Company's ability to provide a service under this Agreement.

WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, processes, trade secrets or other information (collectively the "Work Product") developed in whole or in part by Company in connection with the Services will be the exclusive property of Company. Upon request, Client will execute all documents necessary to confirm or perfect the exclusive ownership of Company to the Work Product.

CONFIDENTIALITY

Client will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Client, or divulge, disclose, or communicate in any manner, any information that is proprietary to Company. Client will protect such information and treat it as strictly confidential. This provision will continue to be effective in perpetuity after the termination of this Agreement. Proprietary information shall include, but is not limited to, the following.

- Work Product
- This Agreement
- The existence of any discounted pricing

DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

The failure to make a required payment when due.

The insolvency or bankruptcy of either party.

The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

The failure to make available or deliver the Services in the time and manner provided for in this Contract.

INDEMNIFICATION

CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, THEIR REGENTS, OFFICERS, MEMBERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY LOSS, COST, OR DAMAGE OF ANY KIND (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) TO THE EXTENT ARISING OUT OF ITS BREACH OF THIS AGREEMENT, AND/OR ITS ERROR, DEFECT, OMISSION, FAILURE, NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), OR WILLFUL MISCONDUCT.

ATTORNEYS' FEES AND COLLECTION COSTS

If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by

failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties.

ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT

This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Texas.

NOTICE.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, email, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ATTORNEY'S FEES TO PREVAILING PARTY.

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

CONSTRUCTION AND INTERPRETATION

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

ASSIGNMENT

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning

party, which approval shall not be unreasonably withheld.

Acceptance

The CUSTOMER and SPACE CITY PRO CONSULTING LLC agree that signatures transmitted by facsimile, e-mail or other electronic means have the full force and effect of an original signature. CUSTOMER further agrees to be fully bound by these terms by accepting a Quotation, awarding a bid to COMPANY and/or submitting payment for an Invoice. CUSTOMER agrees that such action shall constitute acceptance of these terms and shall bear the same force and effect of an original wet ink signature. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Client (Company or Organization name): _____

Representative (Name): _____ Date: _____

Representative's Signature: _____

**Primary Contact
(Production Manager)**

Production Manager (Name): _____

Contact Information:

Phone Number:(_____) - _____ - _____. Email Address: _____

Secondary Contact

Name: _____ Title: _____

Contact Information:

Phone Number:(_____) - _____ - _____. Email Address: _____

(For Company Use)

Company: Space City Pro Consulting LLC

Representative (name): _____ Date: _____

Signature: _____

NEW CLIENT FORM

Client Name: _____

Physical Address:

_____Billing Address:

Preferred Payment Method

___ - ACH or Wire

___ - Credit Card*

___ - Paper Check*

*3.5% Surcharge

Accounts Payable Contact:

Name: _____

Email: _____

Phone: _____

Credit Card on File

Name (as shown on card): _____

Type: _____

Card #: _____

Exp. Date: _____ CVV: _____

Bank Account on File

Accountholder Name: _____

Account Number: _____

Routing Number: _____

Swift Code: _____

I, _____, specifically authorize SPACE CITY PRO CONSULTING LLC to charge my payment methods above for agreed upon purchases and/or any outstanding balances. I understand that my information will be saved to file for future transactions on my account.

Customer Signature: _____ Date: _____

936-445-8930

SPACECITYPRO.COM

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