

PRODUCTION AGREEMENT

This Agreement is effective this 2nd day of August, 2021, between McFarlane Promotions, Inc. (“Production Company”), with a principal place of business at 656 5th Avenue, Suite B, San Diego, CA 92101 and Hillcrest Business Association (“Client”), with a principal place of business at 3737 Fifth Ave #202, San Diego, CA 92103.

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement shall become effective upon execution by both parties and shall continue in effect until terminated as provided in this Agreement or October 30th, 2021.

ARTICLE 2. SERVICES TO BE PERFORMED BY PRODUCTION COMPANY

Specific Services

Section 2.01. Conditional upon receipt of an executed Agreement and receipt of the deposit as specified herein, Production Company agrees to assist in coordinating an event on October 12th, 2021 in San Diego, CA (the “Event”) including:

Scheduling & Optimization

- Coordinate with client to decide the format of the event
- Create an overall timeline for the event and continually track progress against this
- Develop draft budget for client review
- Continually update and manage budget to make sure revenue and expenses are tracking properly in a forecasted vs actual comparison
- Attend one phone-in or in person meeting per month
- Send out a weekly update to Client featuring event progress, budget updates, etc.
- Assist with additional duties and items as they come up
- Continually communicate with client via email, text and phone.
- Create a production schedule of items, with all appropriate parties, outlining all steps in pre-production, load in of the event, the event, and load out of the event
- Act as on-site management for load in, load out and the event day

Meetings, Permitting & Venue Management

- Act as liaison between event venue and Client
- Maintain excellent communication with venue to meet all expectation of both parties and ensure flawless execution
- Attend preliminary venue walkthroughs plus pre-load in chalk off
- Secure all necessary insurance from all production vendors naming appropriate parties as additionally insured
- Secure Health Department license for the event with the Municipal Official
- Complete and submit all required permits which will include, Health Department Food Permit, Alcohol Beverage Control Permit (ABC)

Event Logistics

- Work with Client to insure that production expenses do not exceed budgeted costs
- Create map/layout for the event – if necessary for parking lot
- Create a contingency plan for the event
- Oversee the event before, during and after
- Day of Show management

- Hire & coordinate event staffing
- Coordinate security – including drafting and revising security plan as well as working with venue security
- Coordinate labor for event set up and breakdown
- Create waste disposal plan, scheduling, coordination, recycling & storm water plan
- Create safety and sanitation plan for the event based on current regulations and best practices
- Work with venue to create pre, during and post cleaning plan
- Develop parking plan and shuttle transportation (if needed)
- Develop entry/exit, gate & flow of traffic plans. Ensure that Box Office and on-site ticketing plan is efficient. Secure a ticketing expert (if needed) to provide guidance before event and on-site.
- Order rentals for the event taking into account everyone’s needs including partners, sponsors, vendors, etc.
- Secure professional sound, lighting and power for Concert Facilities
- Draft and manage signage plan including design, printing and install
- Ensure that overall event look and décor is unique and effective in conveying messaging, branding and intention of the event
- Secure all style items for the event; including but not limited to, linens, florals, napkins, chargers, chair covers, chairs, etc.
- Secure photographer and act as day of photography liaison
- Manage and monitor av throughout evening
- Work with client to develop a Registration/Check-In Process
- Oversee check-in during the event
- Hire any necessary staff to work check-in (if volunteers cannot be secured)
- Coordinate all the production vendors of the Event including but not limited to;
 - Rentals – tables/tents/chairs/lights/etc.
 - Stages
 - Seating
 - Crowd Control Barriers
 - Sound
 - Ice
 - Printing
 - Lighting
 - Security
 - Cleaning, Trash & Recycling Systems
 - Radios
 - Décor
- Work with client on table/seat assignments
- Compile copy for the program and work with designer on concept & edits
- Coordinate the printing of the program

Sponsorship Management (Client to secure sponsors, MP to manage sponsorship fulfillment)

- Obtain logo and ad (if needed) from sponsor (as requested by client)

Entertainment Management

- Research entertainment for the event
- Submit offers, secure and contract entertainment (once approved by client)
- Communicate all entertainment needs with appropriate vendors; i.e. sound, lighting, etc.
- Review and follow through with all entertainment riders for event
- Secure entertainment stage plots and input lists
- Coordinate meals
- Coordinate parking
- Coordinate green room requirements
- Finalize all equipment needs
- Act as entertainment liaison for the show

CLIENT TO PROVIDE:

- Develop and maintain event website
- Manage all event advertising/promotions and social media
- Review & approve event budget & expenses
- Establish and oversee overall event concept
- Approve and sign all contracts for all production vendors
- Secure sponsors
- Develop & Manage Gala Program including speakers, awardees, etc.
- Secure donations for and manage silent auction, live auction and opportunity drawing
- Manage Guest List
- Pay and all fees associated with the event
- Manage event accounting including submitting invoices, payment distribution

Method of Performing Services

Section 2.02. Production Company will determine the method, details, and means of performing the above-described services. Production Company shall expend its best efforts to meet the objectives of Client and, in doing so, strive to preserve the integrity of Client in its relationships. Producer agrees to abide by any policies and procedures established by Client during the term of this Agreement.

ARTICLE 3. COMPENSATION

Rate

Section 3.01. Client agrees to pay Production Company the amount of \$7,000 for Coordination Services. A booking deposit of \$3,500 is due upon signing of this agreement and for work to begin. The second and final payment of \$3,500 is due on October 1st, 2021. Any pre-approved expenses and reimbursements to be paid within 30 days of each event date.

Change in Rate

Section 3.02. Compensation may be adjusted by Production Company dependent upon room size, room availability, power and access charges, access to rigging and lifts, applicable fire codes, policing costs, change in design specifications, change in equipment requests, change in scheduling, union considerations or labor stoppage or acts of God. Rate does not include venue power, rigging, fire watch, security, or on-site modifications. Any changes in design, location or scheduling to the contracted services will result in additional charges to the client for shipping, labor, construction and other related costs. Any conditions beyond the control of Production Company, including but not limited to weather conditions, venue changes and time chances, causing delays to setup or tear down may result in reasonable additional labor, transportation and other related costs. Production Company reserves the right to substitute proposed items with items of equal or greater value due to unexpected circumstances.

Event Cancellation or Termination of Agreement by Client

Section 3.03. The deposit paid upon execution of this Agreement is not refundable should the Event be canceled or if this Agreement is terminated by Client. In addition, Client shall pay Production Company upon such cancellation or termination the balance due of the full amount of compensation as specified under 3.01 plus any actual direct costs expended or incurred by Production Company as a result of such cancellation or termination. For events cancelled more than 6 months in advance of event date, full services can be transferred to an alternative event/date. For events cancelled within 6 months of event date, the value of the remaining services can be transferred to an alternative event/date.

Property Rights

Section 3.04. All production and services shall remain the property of Production Company. Any lost or damaged items will be an additional charge to Client.

ARTICLE 4. OBLIGATIONS OF PRODUCTION COMPANY

Non-Exclusive Relationship

Section 4.01. Production Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Production Company, in its sole discretion, sees fit.

Workers' Compensation

Section 4.02. Production Company agrees to provide workers' compensation insurance for its employees and agents.

Insurance

Section 4.03. Production Company agrees to provide broad form commercial general liability insurance, including contractual liability, product liability and completed operations in an amount of not less than \$1,000,000.00/\$2,000,000.00, and business automobile liability of not less than \$2,000,000.00/\$4,000,000.00.

Production Company's Qualifications

Section 4.04. Production Company represents that it has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner. This means Production Company is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement.

Indemnity

Section 4.05. Client agrees to indemnify, defend, and hold Production Company, together with its owners, officers, and employees, harmless from and against any obligations, costs, claims, judgments, attorney's fees, and attachments (collectively "Claims") arising from, growing out of, or in any way connected with the Event, including but not limited to Claims arising from any injury, death, or economic loss suffered by Event participants, vendors, or sponsors, unless such Claim is directly attributable to the gross negligence or willful misconduct of the Production Company as judged by a court of competent jurisdiction.

Section 4.07. Client agrees to indemnify, defend and hold Production Company from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from or related to any and all claims made against Production Company or its employees or agents due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to COVID-19.

Assignment

Section 4.06. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Production Company without the prior written consent of Client.

ARTICLE 5. OBLIGATIONS OF CLIENT

Cooperation of Client

Section 5.01. Client agrees to comply with all reasonable requests of Production Company and provide access to all documents reasonably necessary to the performance of Production Company's duties under this Agreement.

Assignment

Section 5.02. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Production Company.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination or Expiration

Section 6.01. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time by giving five (5) days written notice to Production Company. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until that date set forth in Paragraph 1.01 unless renewed in writing by the parties. For events cancelled more than 6 months in advance of event date, full services can be transferred to an alternative event/date. For events cancelled within 6 months of event date, the value of the remaining services can be transferred to an alternative event/date.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Production Company for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 7.03. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Arbitration

Section 7.04. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Attorney's Fees

Section 7.05. If any legal action or arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court or arbitrator in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.06. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflict of law rules.

Executed at San Diego, California, on the date and year first above written.

McFarlane Promotions, Inc.

By: _____
Laurel McFarlane, CEO

By: _____
Benjamin Nicholls, Executive Director
Hillcrest Business Association