

THIS AGREEMENT is made on the date specified on the signed proposal or commencement of the "Period of Engagement".

BETWEEN: INNOVATIVE LIGHTING AND SOUND PTY LTD  
(trading as INNOVATIVE PRODUCTION SERVICES)  
of Unit 7, 19 McCauley St, Matraville NSW 2036 Australia. ("Innovative")

AND: (client stated on proposal) ("Hiree")

## 1. RECITALS

- 1.1. Innovative is in the business of providing Production Services and equipment as well as providing proposals on the provision of such services and equipment. Innovative shall supply, erect and dismantle the lighting and sound system to the Hiree as specified in the Terms and Conditions contained in this Agreement.
- 1.2. The Hiree wishes to engage Innovative in the provision of production services and equipment and agrees to do so upon the Terms and Conditions contained in this Agreement.
- 1.3. Specific details regarding the supply and purchase of Production Services and equipment between the parties is set out in the proposal annexed to this Agreement.

IT IS AGREED

## 2. INTERPRETATION

### 2.1. Definitions

In this document, unless the context otherwise requires:

- 2.1.1. "Booking Period" means the period set out in the proposal.
- 2.1.2. "Equipment" means all production equipment brought to the Venue by Innovative (and its representatives).
- 2.1.3. "Hiree" means the entity contracting with Innovative for the benefit of their services.
- 2.1.4. "Hirer" means Innovative.
- 2.1.5. "Insurance" means the insurance under Clause 7.3 unless agreed in writing otherwise.
- 2.1.6. "Production Services" means the installation of sound and lighting equipment to Venues.
- 2.1.7. "Total Contract Price" means the Contract Price plus GST.
- 2.1.8. "Venue" means the venue nominated by the Hiree and accepted by Innovative.
- 2.1.9. "Period of Engagement" means the period after a signed quote has been received by Innovative, or after verbal or written confirmation of the "Booking Period".

### 2.2. Headings

- 2.2.1. Headings shall be ignored in construing this document.

## TERMS AND CONDITIONS OF PROVISION OF SERVICES

### 3. CONDITIONS OF PAYMENT

The Total Contract Price is comprised of:

- 3.1. Contract Price
- 3.2. GST

### 4. ACCEPTANCE OF THE PROPOSAL

- 4.1. The Hiree shall sign the acceptance page of the proposal to accept the price and payment terms stated on the proposal. If prepayment terms are stated, the full amount is payable prior to the event date.
- 4.2. Should variations of the original proposal arise, an additional invoice will be issued or a refund paid after the event date. If an additional invoice is issued, the payment terms for this will be C.O.D.

### 5. INSTALLATION OF SOUND AND LIGHTING

- 5.1. Innovative will ensure that a representative will supervise the installation of all sound and lighting equipment at the Venue.

### 6. PROPOSALS NOT INTENDED TO REPRESENT TOTAL CONTRACT PRICE

- 6.1. Any quotation given by Innovative is not intended as a warranty. The Hiree should not rely on a proposal as being a conclusive representation of the total of the contract price.

### 7. INTEREST ON LATE PAYMENT

- 7.1. If any payments required under the terms hereof are not made upon the due date then interest on the outstanding balance shall be payable at the rate of 18% per annum until such payment is made.

### 8. INSURANCE

- 8.1. The Hiree acknowledges and warrants that it holds public liability insurance to the value of \$20 million.

### 9. LIABILITY

- 9.1. Both the Hiree and Innovative shall be liable for any damage to or loss of any property or personal injuries of any party to the extent to which they each are jointly or severally responsible for or contribute to such damage, loss or injury.

## 10. SITE ACCESS

- 10.1. The Hiree shall obtain all necessary permits, authorities and other matters in order that Innovative has possession of the Venue for a minimum period of twenty-four (24) hours prior to the commencement of the period of the booking, or as otherwise agreed, and the Hiree agrees at all times to comply with and observe all acts, regulations, by-laws, permits or authorities in force in the locality in which the Equipment is to be erected or which are otherwise applicable to the site and all directions or requirements of the responsible local authority or other authority or governing body and will at their own expense obtain all consents and give all notices that may be required in connection with the site and the erection of the Equipment and will keep the Innovative indemnified from and against all liability claims and demands in respect of or arising out of any break or non-observance of any such acts, regulations, by-laws, permits or authorities or failures to comply with any such directions or requirements.

## 11. COMMENCEMENT DATE OF BOOKING PERIOD

- 11.1. Innovative warrants that it will supply and erect the Equipment not later than the Installation Completion Date as nominated in the proposal provided that Innovative shall not be responsible for any delay or failure to supply or erect the Equipment resulting from any act or default on the part of the Hirer or for any other cause, matter, or thing whatsoever beyond Innovative's control including but without limiting the generality of the foregoing – civil commotions, strikes, lockouts, inclement weather, war, fire, accidents, mechanical breakdowns or government regulation or prohibition or force majeure.

## 12. CANCELLATION

- 12.1. In the event that the Hiree cancels or purports to cancel this Agreement prior to the Booking Period, such cancellation or purported cancellation shall not be effective without the consent of Innovative and without prejudice to the rights, remedies and privileges of Innovative pursuant to this Agreement, the Hiree shall pay a sum equal to the sum total of any costs, charges or expenses that Innovative may incur or leave incurred arising out of or in connection with this Agreement. A notice given by Innovative to the Hiree setting out such costs, charges or expenses shall be deemed to be sufficient proof of such costs, charges or expenses and shall then become immediately payable on demand.

## 13. TERMINATION

- 13.1. Either party may terminate this Agreement by notice in writing to the other party provided that the notifying party allows a period of not less than three weeks before the commencement of the Booking Period. If this notification period is not complied with, Innovative has the right to forfeit the deposit.

## 14. FORCE MAJUERE

- 14.1. Innovative shall not be liable for any failure to perform or delay in performance of the hire Agreement due to strikes, explosions, floods, riots, lockouts, injunction, interruption or transport accidents, inability to obtain equipment, government action, mechanical breakdown or other circumstances beyond Innovative's control.

15. TRADE PRACTICES ACT

- 15.1. Innovative gives no warranty except those implied by the Trade Practices Act (1974) or any other law as to the condition and performance of the Equipment but nothing herein restricts the Hiree from their rights and remedies under those laws, where those laws permit Innovative to limit liability to replacement, repair or resupply. Innovative shall not be liable for any indirect or consequential loss or damage.

16. ENTIRE AGREEMENT AND GOVERNING LAW

- 16.1. This Agreement incorporates the entire understanding between Innovative and the Hiree and any prior Agreements express or implied that may have previously existed between Innovative and the Hiree are superseded. The Agreement is governed by and shall be construed in accordance with the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Executed by the parties as an Agreement