LEGACY'S PRODUCTIONS, LLC

MASTER SERVICES & EQUIPMENT RENTAL AGREEMENT

Production Services • Labor • Delivery • Setup • Equipment Rental

IMPORTANT ACCEPTANCE NOTICE: This Agreement may be accepted by signature or by conduct as described in Section 15. If the Client is provided this Agreement and then authorizes work, makes payment, accepts or uses equipment, permits delivery/setup, or knowingly allows Legacy's Productions to begin Services, the Client agrees to these terms to the extent permitted by law.

This Master Services & Equipment Rental Agreement (the "Agreement") is between **Legacy's Productions, LLC** ("Legacy," "Provider," "we," or "us") and the Client identified in the acknowledgment and signature section at the end of this Agreement ("Client," "you," or "your"). It is intended to govern current and future services and rentals unless replaced or terminated in writing.

1. SCOPE AND WORK ORDERS

1.1 Services. Legacy may provide production services, equipment rental, labor, transportation, delivery, setup, operation, teardown, technical support, and related services (collectively, the "Services"). The specific Services, event dates, equipment, quantities, rates, and charges will be stated in a quote, invoice, rental order, event planning sheet, or other written work order issued by Legacy (each, a "Work Order").

1.2 Future Work. This Agreement applies to each Work Order accepted while this Agreement remains in effect. A new master agreement is not required for every event or rental unless Legacy requires one or the parties sign a replacement agreement.

1.3 Client Entities and DBAs. If Client orders, authorizes, accepts, or receives Services under a DBA, trade name, rebranded name, affiliate, successor, or other business name, this Agreement applies to that Work Order only to the person or entity that is the Client or otherwise agrees to be bound. Use of another business name does not release an existing Client from obligations already incurred.

2. PRICE, DEPOSIT, AND PAYMENT

2.1 Price. The price for each job is the amount shown on the applicable Work Order, together with approved additions, taxes, reimbursable expenses, damage/loss charges, late-return charges, and other amounts authorized by this Agreement.

2.2 Deposit. Unless the Work Order states otherwise, Client will pay a non-refundable reservation deposit equal to fifty percent (50%) of the quoted total. The deposit is applied to the amount due and reserves equipment, labor, and scheduling capacity for the Client.

2.3 Final Payment. Unless otherwise stated in writing, the remaining balance is due no later than the scheduled start of the event, delivery, or rental period. Legacy may withhold delivery, equipment, labor, or performance until required payment is received.

2.4 No Setoff. Client may not withhold or offset undisputed amounts because of a separate claim. A good-faith dispute over a specific charge does not excuse timely payment of all undisputed amounts.

3. LATE PAYMENT AND COLLECTION

3.1 Grace Period. No late charge will be assessed during the first fifteen (15) calendar days after the payment due date.

3.2 Late-Fee Schedule. If an undisputed balance remains unpaid, the following charges may be assessed: (a) after 15 days, a one-time $45 late fee; (b) after 30 days, $85 per month; (c) after 60 days, $150 per month; and (d) after 90 days, $250 per month while the balance remains unpaid. Only the monthly rate for the applicable tier applies for that month. Late fees do not earn interest or additional late fees. Each monthly charge is capped at the lesser of the stated fee or the maximum reasonable and lawful amount under the circumstances and applicable law.

3.3 Discounts. Any early-payment, package, promotional, or courtesy discount may be withdrawn if the account becomes more than fifteen (15) days delinquent, but only if the applicable Work Order identifies the undiscounted amount or the basis for the discount.

3.4 Collection Costs. For amounts legally due and unpaid, Client is responsible, to the extent permitted by law, for reasonable collection costs, court costs, filing fees, and reasonable attorneys' fees actually incurred by Legacy in collecting the debt or enforcing this Agreement.

3.5 Lawful Remedies Only. Legacy may use any lawful collection remedy available after default. Nothing in this Agreement authorizes self-help seizure, garnishment, liens, or other remedies without the notices, court process, or other legal requirements that apply.

4. CHANGES, ADDITIONAL SERVICES, AND OVERTIME

4.1 Client-Requested Changes. Client may request additions or changes to equipment, labor, schedule, delivery, setup, or Services. Changes may be approved by email, text, written message, electronic approval, or other documented authorization by Client or an authorized representative.

4.2 Added Charges. Approved additions will be billed at the quoted rate or, if no rate was quoted, Legacy's then-current standard rate. This may include additional equipment, transportation, fuel, parking, shipping, lodging, permits, power, rigging, technicians, and other reasonable job costs.

4.3 Urgent, Short-Notice, and Time-Critical Services. Live events may require immediate changes when there is not enough time to negotiate a final price before equipment, labor, delivery, transportation, technical support, scheduling changes, replacement gear, or other Services are needed. If Client or an authorized representative directs Legacy to “get it here,” “make it happen,” “proceed,” or otherwise act immediately, Legacy may rely on that authorization and perform the requested work. Client acknowledges that urgent requests may require Legacy to rearrange crews and schedules, dispatch personnel on short notice, incur overtime or after-hours labor, make expedited or special deliveries, source equipment from outside vendors, alter transportation plans, interrupt other scheduled work, and perform additional coordination or administrative work to complete, protect, or preserve the Client’s event or production. Legacy may therefore charge a higher urgent-service rate than its normal scheduled rate. Unless the parties agree to a different price in writing, Legacy will determine the charge in good faith based on the actual circumstances, including labor, delivery, transportation, scheduling, availability, outside-vendor costs, timing, difficulty, risk, insurance, taxes, fees, and other reasonable operational factors. Legacy may consider prices charged by reputable service providers for substantially similar equipment or Services, but Legacy determines whether a comparison is truly comparable, and competitor pricing does not control or require Legacy to match that price. The parties may later negotiate a written adjustment, but the absence of a price agreed in advance does not make the requested equipment or Services free or delay payment of undisputed amounts.

4.4 Extended Time. Unless a Work Order states otherwise, labor exceeding eight (8) hours in a day may be billed at 1.5 times the standard labor rate. Time beyond the agreed event, setup, rehearsal, standby, or teardown schedule may also be billed at the applicable hourly rate shown on the Work Order or, if none is shown, Legacy's then-current standard rate.

4.5 Client-Caused Delay. Reasonable waiting time and additional labor caused by Client, venue, access, schedule, power, credential, loading, or third-party delays may be billed when the delay is outside Legacy's reasonable control.

5. EQUIPMENT DELIVERY, POSSESSION, USE, AND RETURN

5.1 Ownership. All rented equipment remains the property of Legacy or its equipment partner. No ownership interest passes to Client.

5.2 Inspection. Client will inspect rented equipment promptly upon receipt when practical and report obvious shortages or damage as soon as reasonably possible. Use or retention of equipment after a reasonable opportunity to inspect is evidence that the equipment was received in acceptable condition, except for hidden defects not reasonably discoverable at delivery.

5.3 Authorized Use. Client will use equipment only for its intended purpose and in a safe manner. Client will not alter, repair, rewire, open, subrent, transfer, pledge, encumber, or allow unauthorized persons to use equipment without Legacy's written approval.

5.4 Care and Security. From delivery or transfer of possession until return and acceptance by Legacy, Client is responsible for reasonable care, security, and protection of equipment, except while equipment is solely under Legacy's exclusive control.

5.5 Return. Client will return rented equipment at the agreed place and time in substantially the same condition as received, ordinary wear excepted. Unless otherwise agreed in advance, equipment returned late may be charged up to two times the applicable daily rental rate for each late day, subject to applicable law and reasonable mitigation.

6. LOSS, THEFT, AND DAMAGE

6.1 Responsibility. Client is responsible for loss, theft, or damage occurring while equipment is in Client's possession or control, except to the extent caused by Legacy's negligence, normal wear, or a defect existing before delivery.

6.2 Repair or Replacement. Legacy may charge the reasonable cost to inspect, diagnose, repair, clean, replace, and restore damaged or missing equipment, including reasonable shipping and labor. Replacement charges will not exceed a commercially reasonable replacement value for comparable equipment, less any required credit for salvage or insurance recovery.

6.3 Loss of Use. If damaged, lost, or stolen equipment cannot be rented while being repaired or replaced, Client may be responsible for documented and reasonably foreseeable lost rental revenue actually incurred, subject to Legacy's duty to reasonably mitigate its loss.

6.4 Insurance Proceeds. Any insurance payment received by Legacy for the same loss will be credited against amounts otherwise owed for that loss, except for deductibles, uncovered losses, and reasonable recovery expenses.

7. SITE, SAFETY, AND STOP-WORK RIGHTS

7.1 Site Conditions. Client will provide reasonable access, working space, electrical service, permissions, schedules, and site conditions required for the agreed Services unless the Work Order assigns those duties to Legacy.

7.2 Safety. Client and its guests, employees, contractors, and venue personnel may not interfere with, climb on, move, disconnect, operate, or access Legacy equipment unless authorized.

7.3 Stop Work. Legacy may immediately pause or stop Services if Legacy reasonably believes personnel, equipment, the public, or property faces an unsafe condition, threat, harassment, severe weather risk, electrical hazard, rigging hazard, or unauthorized interference. Legacy will resume when the condition is reasonably corrected if time and circumstances permit.

7.4 Unsafe Conditions Caused by Client. If Services cannot reasonably resume because of an unsafe condition caused or controlled by Client after Client is given a reasonable opportunity to correct it, amounts already earned and nonrecoverable committed costs remain due. Legacy is not required to place personnel or equipment in an unsafe condition to complete the job.

8. CLIENT AUTHORITY AND RESPONSIBILITIES

8.1 Authority. A person who signs or accepts this Agreement for an organization represents that the person has authority to bind that organization. Client is responsible for identifying any limits on an on-site representative's authority before work begins.

8.2 Authorized Representatives. An owner, officer, manager, event producer, event coordinator, employee, or other person whom Client has authorized or reasonably holds out as authorized may approve ordinary on-site changes, added labor, timing changes, equipment changes, or operational directions within the apparent scope of that authority.

8.3 Accurate Information. Client will provide reasonably accurate event, venue, access, schedule, power, loading, security, and technical information needed to perform the Services.

9. CANCELLATION AND RESCHEDULING

9.1 Written Notice. Client cancellation or rescheduling must be made in writing, including by email to accounts@legacyproav.com or another written method acknowledged by Legacy.

9.2 Deposit. Unless the Work Order states otherwise, the reservation deposit is non-refundable because it reserves equipment, labor, and scheduling capacity. Legacy will not charge more than the contract permits or more than is enforceable under applicable law.

9.3 Additional Cancellation Charges. Any additional cancellation or rescheduling charge must be stated in the applicable Work Order or separately agreed in writing. Legacy will credit amounts it actually avoids or reasonably mitigates when required by law.

10. FORCE MAJEURE

10.1 Events Beyond Control. Neither party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, natural disaster, fire, government action, widespread utility or transportation interruption, war, civil disturbance, labor disruption, or material shortages, except that Client remains responsible for Services already performed, equipment already provided, and nonrecoverable costs reasonably committed for the job.

10.2 Mitigation. The affected party will use commercially reasonable efforts to reduce the impact and communicate material changes when practical.

11. INDEMNITY AND RESPONSIBILITY FOR CLAIMS

11.1 Client Indemnity. To the extent permitted by law, Client will indemnify and defend Legacy from third-party claims, damages, and reasonable expenses arising from Client's negligence, willful misconduct, violation of law, misuse of equipment, or acts of Client's employees, contractors, guests, or agents, except to the extent caused by Legacy's own negligence, gross negligence, or willful misconduct.

11.2 Legacy Responsibility. Legacy remains responsible for its own obligations and for liability that applicable law does not permit Legacy to disclaim or shift to Client.

12. LIMITATION OF LIABILITY

12.1 Excluded Damages. To the fullest extent permitted by law, neither party will be liable to the other for speculative, remote, or purely consequential damages that were not reasonably foreseeable when the applicable Work Order was

accepted. This limitation does not apply to payment obligations, damage to rented equipment, indemnity obligations, fraud, willful misconduct, gross negligence, or liability that cannot legally be limited.

12.2 Service Liability Cap. Except for the exclusions in Section 12.1, Legacy's aggregate liability arising from a particular Work Order will not exceed the amount actually paid to Legacy for that Work Order. This cap applies only to the extent permitted by law.

13. INSURANCE

13.1 When Required. Legacy may require proof of insurance, a certificate of insurance, or additional-insured status for higher-risk events, unattended rentals, rigging, large equipment packages, or other jobs identified in the Work Order. Any such requirement must be communicated before performance unless an unforeseen material risk arises.

14. TERM AND TERMINATION

14.1 Term. This Agreement begins when accepted and continues until terminated in writing by either party. Termination does not cancel an already accepted Work Order unless the parties agree otherwise or this Agreement expressly permits cancellation.

14.2 Survival. Payment obligations, equipment-loss obligations, indemnity, limitations of liability, collection rights, dispute provisions, and any other term that by its nature should continue will survive completion or termination.

15. ACCEPTANCE WITHOUT SIGNATURE OR DEPOSIT

15.1 Methods of Acceptance. A handwritten signature and payment of the 50% reservation deposit are not required for this Agreement to become binding. If Client has been provided this Agreement or given reasonable access to it, Client may accept it by signing electronically or in writing, authorizing Legacy to proceed, accepting delivery or possession of equipment, allowing delivery or setup, using or retaining equipment after a reasonable opportunity to inspect it, knowingly allowing Legacy to begin or complete Services, or otherwise knowingly accepting the benefit of Legacy's performance. Legacy's issuance of a quote, invoice, Work Order, rental order, delivery record, or commencement or performance of Services is evidence of Legacy's assent to this Agreement; no separate signature by Legacy is required.

15.2 Services Rendered as Good-Faith Performance. If Legacy begins or completes Services, delivers or sets up equipment, provides labor, or otherwise performs at Client's request before a signature or deposit is received, that performance is a good-faith effort by Legacy to fulfill Client's needs and shall not be treated as free service, a waiver of payment, or a waiver of this Agreement.

15.3 Unsolicited Delivery Does Not Constitute Acceptance. Unsolicited delivery, without prior authorization, request, scheduling, or knowing acceptance by Client or an authorized representative, does not by itself establish acceptance of this Agreement.

15.4 Electronic Records. Emails, text messages, electronic signatures, online approvals, payment confirmations, delivery records, Work Orders, and other electronic records may be used to establish authorization, notice, acceptance, or changes to a Work Order.

15.5 Opportunity to Review. Client acknowledges that Client is responsible for reviewing this Agreement before authorizing delivery, setup, rental, or performance and may request clarification before acceptance.

16. GOVERNING LAW AND DISPUTES

16.1 Utah Law. This Agreement and each Work Order are governed by the laws of the State of Utah, without regard to conflict-of-law rules, except where federal law or another mandatory law controls.

16.2 Good-Faith Resolution. Before filing suit, the parties will make a reasonable good-faith effort to resolve any genuine dispute informally, except when immediate action is reasonably necessary to protect property, preserve a legal right, meet a filing deadline, or collect an undisputed debt.

16.3 Venue. To the extent permitted by law, any court action arising from this Agreement will be brought in a state or federal court having proper jurisdiction in Utah County, Utah. If applicable law requires another venue, that law controls.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 Entire Agreement. This Agreement, together with accepted Work Orders and documents expressly incorporated into them, constitutes the entire agreement concerning the Services and supersedes prior or contemporaneous negotiations, proposals, promises, representations, emails, text messages, and oral or written understandings concerning the same subject matter.

17.2 Order of Precedence. If documents conflict, they control in the following order: (1) a later written amendment signed by both parties that expressly states it modifies this Agreement; (2) this Agreement; (3) the applicable accepted Work Order; and (4) other documents expressly incorporated into the Work Order. A specific term in a signed amendment controls only to the extent of the stated modification.

17.3 Client Forms and Outside Terms. A purchase order, vendor form, venue form, website term, email footer, client contract, or other document supplied by Client does not modify or replace this Agreement merely because Legacy receives, signs for delivery under, or performs in connection with that document. It modifies this Agreement only if an authorized Legacy representative expressly agrees in a signed writing that identifies the provision being changed.

18. GENERAL CONTRACT TERMS

18.1 Amendments. Except for ordinary Work Order changes allowed by Section 4, this Agreement may be amended only by a written document signed by both parties that clearly states it is amending this Agreement.

18.2 Severability and Reformation. If a court finds a provision invalid or unenforceable, the remaining provisions remain effective. To the extent permitted by law, an overbroad provision will be enforced to the maximum lawful extent rather than causing the entire Agreement to fail.

18.3 No Waiver. A delay or failure to enforce a right does not waive that right or any later breach. A waiver is effective only for the specific matter waived.

18.4 Assignment. Client may not assign or transfer an accepted Work Order or rented equipment without Legacy's written consent. Legacy may use employees, subcontractors, or equipment partners to perform portions of the Services while remaining responsible for its contractual obligations.

18.5 Notices. Formal notices under this Agreement may be delivered by email to the addresses used by the parties for the applicable Work Order, unless a party gives written notice of a replacement address. Collection or litigation notices will also comply with any additional notice method required by law.

18.6 Headings and Construction. Headings are for convenience only. This Agreement will be interpreted as a whole and not automatically against either party as the drafter.

18.7 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature. Copies and electronically transmitted signatures may be treated as originals to the extent permitted by law.

LEGACY ACCEPTANCE: Legacy's issuance of a quote, invoice, Work Order, rental order, delivery record, or performance of Services constitutes Legacy's acceptance. No separate Legacy signature is required.

CLIENT AGREEMENT: By signing below, Client agrees to this Master Agreement. A signature is optional because Client may also accept this Agreement by the conduct described in Section 15.

CLIENT ACCEPTANCE

Client / Company Name: _____

Authorized Signer / Title: _____

Signature: _____

Date: _____