



StagePro Production Agreement

23085 Milwaukee Ave.
Big Bend, WI 53103
Telephone: (414) 477-6000
www.StageProOnline.com

StagePro Entertainment (Seller) agrees to provide Production work located at the address listed below under the following terms and conditions:

Buyer's Name _____ Phone _____
Address _____ Date _____
City _____ State _____ Zip Code _____

A. Scope of Production

1.) The undersigned Seller agrees to furnish the equipment, operators and/or engineers as set out on Exhibit A, attached hereto, and incorporated herein by this reference, 2.) or as follows: _____

(The "Work").

B. Description of Project	Retail	Amount
C. Totals		

Total Money Saved By Choosing Stage Pro Entertainment : _____

D. Location

Name of Facility _____ Phone of Facility _____
Address of Facility _____ State _____ Zip Code _____
Contact Person at Facility _____ Maximum Capacity of Facility _____ Estimated Guests/Patrons _____
Date(s) and Time(s) of Said Event _____

1.) Unless otherwise agreed in writing by the parties, the Production and the Contract Price includes all required Local and state permits that may be required for the production, which are as follows: _____
(if the required permits of the municipality having jurisdiction over the Production cannot or have not been determined at the time of signing this Contract, then Seller shall inform the Buyer of any required permits once the required permits are determined). Where midpoint or final inspections are required for the Production under state or local ordinances, copies of inspection certificates and commencement forms shall be furnished to Buyer when the Production is completed and before final payment is made.

E. Contract Price

The total price to be paid by Buyer to Seller for the Production Work, subject to changes as prescribed in Paragraph H.2 of this Contract is as follows:

1.) Contract Price _____ \$ _____
2.) Payment #1 _____ \$ _____
3.) Payment #2 _____ \$ _____
4.) Balance _____ \$ _____

F. Payments

1.) Balance of Contract Price is due in full upon complete of the Production. All sums remaining unpaid three days after the date on which payment is due shall bear interest at the rate of 1.75% per month or the fullest extent permitted by law, whichever is greater. Buyer will be responsible for all costs and expenses, including attorney fees, Seller may incur in enforcing any term of this Contract, including the collection of any past due amounts.

G. Governing Law

1.) In the event that either party stated on this contract enters into litigation, State of Wisconsin Law shall govern the entirety of this agreement

H. Contract Time

1.) Seller shall not be liable for delays caused by Buyer, the time associated with receiving Buyer's written authorization for changes, theft, fire, strikes, material shortages, weather conditions, site conditions, delay in obtaining goods, subcontractor delays, or any other cause beyond Seller's control. Seller shall give Buyer verbal notice of any impending delay if performance will be delayed beyond any deadline herein. Such notice shall specify the reasons for the delay, and shall specify new proposed deadlines by which Seller will begin and complete the Production

I. Terms and Conditions

- 1.) Lot Ownership. Buyer(s) represents that it has the expressed permission to operate on property on which production is to be done and, **if requested by Seller**, shall provide Seller with written evidence or the same. Seller may suspend production until such evidence is furnished.
- 2.) Changes. No changes, additions, alterations, or extras to or in the Work shall be made without a written change order signed by the Seller and Buyer, specifying the additional labor and equipment to be furnished, the adjustments to the Contract Price and the adjustments to the Contract Time. Seller, however, shall be entitled to rely on verbal authorizations of Buyer to perform changes, additions, alterations, or extras to or in the Work, which shall be subsequently memorialized in writing.
- 3.) Assignment and Severability. This Contract shall not be sold or assigned without the written consent of the non-assigning party. In the event that any provision of this Contract is found invalid or unenforceable all other provisions shall remain in full force and effect.
- 4.) Waiver. Waiver of any provision of this Contract shall be valid if in writing and signed by the person or party waiving the provision. Waiver and any provision in an instance shall not constitute waiver in any other instance unless specifically provided.
- 5.) Successors/ Assigns and Entire Agreement. This Contract shall be binding on the parties, their heirs, legal representatives, executors' administrators, successors or assigns. This Contract contains the entire understanding and agreement between the parties and shall not be modified except by written agreement of the parties..
- 6.) Promissory Note. If Buyer is required to sign a note in connection with this Contract, then the amount and terms of such note shall correspond exactly with those stated in this Contract. The promissory note shall state, in contrasting bold-face type: "This is a Production Entertainment instrument and is non-negotiable. Every holder takes subject to the claims and defenses of the maker or obligor."
- 7.) Seller's Right to Terminate. If, within thirty days of Seller's execution of the Contract, Seller determines that the actual permit and related fees are different than those originally estimated by Seller or if the actual production and/or quantities upon which Seller based its Contract Price are determined to be incorrect or otherwise not accurate, then Seller may terminate this Contract for its convenience. Upon such termination, neither party shall have any liability or responsibility to the other party except for Buyer's payment of any Work performed by Seller and retained by Buyer prior to termination. Seller has the right to terminate this Contract for cause if Buyer breaches a term of the Contract and fails to cure the same within three days' written notices from Seller.
- 8.) Cancellation. If at ANY time buyer cancels, void, and disregards this contract seller will charge seller a minimum of 30% of the contract amount, if permits and/or special equipment and/or labor has been secured for the production by seller, buyer shall be responsible 100% of stated costs. These costs shall be in writing on an Addendum to this contract signed by buyer.
- 9.) Security. Unless specifically specified above Security/ Crowd management will NOT be provide under the contents of this contract.
- 10.) Association. Stage Pro Entertainment is in no way directly associated with the above state host, event and/or its supporters. Stage Pro is simply assisting in the production of the event. Stage Pro is not responsible for the malfunction, condition, state or misuse of the facility, ground(s), area(s), but not limited to, the event planners, or any other parties involved with the event. Stage Pro Entertainment is individual from all parties that are not directly employed by Stage Pro Entertainment. Directly employed person(s) shall be those on the payroll of Stage Pro Entertainment. Subcontractors, Independent contractors, Individual parties hired/paid by Stage Pro Entertainment, which perform similar tasks, shall NOT be classified as directly employed by Stage Pro Entertainment.
- 11.) In addition to the documents identified above, the following documents are also incorporated in the Contract: _____

12.) Buyer(s) certify that they have read and understand this entire Contract before signing below and acknowledge receipt of a copy of the Contract and all documents identified herein at the time of signing.
13.) _____ (Seller initials) If this box is checked and initialed by Seller, then Seller acknowledges receipt of the deposit required by Paragraph D above and, upon deposit and clearing of the same, Seller hereby waives its lien rights against the premises to the extent of the amount of the deposit. This conditional waiver of lien is a partial-waiver and limited to the amount of the deposit received by Seller.

J. Acceptations of Agreements

ACCEPTED BY BUYER 1.) Buyer: _____ 2.) Date: _____, 20____ 3.) Buyer: _____ 4.) Date: _____, 20____	Stage Pro Entertainment 5.) By: _____ (Representative) 6.) *Name: _____ 7.) Its: _____ 8.) Date: _____, 20____
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* If the name of the sales representative or agent who solicited or negotiated this contract is different than the representative of the Seller signing this Contract, then the name and address of such representative or agent is as follows: _____