

THIS AGREEMENT is made on the _ day of _ 2003.

BETWEEN: INNOVATIVE LIGHTING AND SOUND PTY LTD of Unit 3/19-21 Wilson St, Botany Sydney NSW 2019 Australia. ("Innovative")
AND: (client stated on quote) ("Hiree")

RECITALS

- A Innovative is in the business of providing Production Services and equipment as well as providing quotes 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.
- B 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.
- C. Specific details regarding the supply and purchase of Production Services and equipment between the parties is set out in the quote annexed to this Agreement

IT IS AGREED

1. INTERPRETATION

1.1. Definitions

In this document, unless the context otherwise requires:

"Booking Fee" means deposit or 50% of the Total Contract Price paid to Innovative upon acceptance of this Agreement.

"Booking Period" means the period set out in the quote.

"Equipment" means all sound and lighting equipment brought to the Venue by Innovative (and its representatives).

"Hiree" means the entity contracting with Innovative for the benefit of their services.

"Hirer" means Innovative Lighting and Sound Pty Ltd.

"Insurance" means the insurance under Clause 7.3 unless agreed in writing otherwise.

"Production Services" means the installation of sound and lighting equipment to Venues.

"Total Contract Price" means the Contract Price plus GST.

"Venue" means the venue nominated by the Hiree and accepted by Innovative.

1.2. Headings

Headings shall be ignored in construing this document.

TERMS AND CONDITIONS OF PROVISION OF SERVICES

CONDITIONS OF PAYMENT

- 2.1 The Total Contract Price is comprised of:
2.1.1 Contract Price
2.1.2 GST

2.2 Booking Fee

The Booking fee shall be 50% of the Total Contract Price and shall be paid to Innovative upon acceptance of this Agreement. The Booking fee is non-refundable if the Hiree seeks to cancel the booking within two (2) weeks of the period.

2.3 Balance of Payment

The Balance of the Total Contract Price is payable within 30 days of the invoice date.

INSTALLATION OF SOUND AND LIGHTING

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

QUOTES NOT INTENDED TO REPRESENT TOTAL CONTRACT PRICE

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

INTEREST ON LATE PAYMENT

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.

REPARATION OF DAMAGE

The Hiree shall repair all defects and damage and bear all risks of damage to the Sound and Lighting Equipment or any part of it subsequent to its erection including all plant, material, leads, Equipment and all other items which may be upon or may be brought upon or placed under or around the Venue and or Equipment from whatever cause arising (including electrical fault). Any such repairing shall be carried out without delay and in every way subject to the terms and conditions of the Agreement.

INSURANCE AND INDEMNITY

Without in any way limiting the Hirees' liability under the preceding clause the Hiree shall indemnify and keep Innovative indemnified:

- 7.1 in respect of all loss or damage to any property of Innovative including the Equipment, arising out of any accident which may occur, excluding due to Innovative's negligence, arising out of or in connection with the mobile stage and or equipment during the Booking Period.
- 7.2 from and against all actions, claims, suits and demands at any time made or brought against Innovative by any person or persons whatsoever in relation to any loss, damage or injury caused to or suffered by such person or persons or to the property of such person or persons.
- 7.3 The Hiree shall arrange adequate insurance in respect of his liability under the preceding paragraph of this Agreement and such insurance shall be in the joint names of the Hiree and Innovative. The Hiree shall upon request produce to Innovative the policies of insurance and the receipts for the premiums paid.
- 7.4 The Hiree shall insure against any liability for loss claims or proceedings whatsoever whether arising at common law or by virtue of statute relation to workers compensation or employees liability by any person employed by him in or about the Venue and/or Equipment and procure that every sub contractor shall be insured against any such liability in the case of employees or such sub contractor.

NO LIABILITY OF INNOVATIVE

Innovative is not responsible for any damage to or any loss of any property or personal injuries of any party whatsoever regardless of cause unless it results solely from the negligence or intentional act by Innovative. The Hiree hereby agrees to indemnify Innovative against any claims in respect of any such loss or damage arising in connection with this Agreement.

SITE ACCESS

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 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.

COMMENCEMENT DATE OF BOOKING PERIOD

Innovative warrants that it will supply and erect the Equipment not later than the Installation Completion Date as nominated in the quote 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.

CANCELLATION

- 11.1 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 Booking Fee referred to herein shall be immediately forfeited and paid to Innovative by way of liquidated damages and in addition 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.
- 11.2 No cancellation or purported cancellation of the Agreement shall be made by the Hiree subsequent to the commencement of the Booking Period and all monies payable by the Hiree as specified in Clause 8(a) pursuant to the Agreement shall become immediately payable upon demand.

TERMINATION

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.

FORCE MAJUERE

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.

TRADE PRACTICES ACT

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.

ENTIRE AGREEMENT AND GOVERNING LAW

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