

JONAS PRODUCTIONS, INC.

Service Agreement

This Service Agreement (the "Agreement") sets forth the terms and conditions under which services will be provided by Jonas Productions, Inc. (hereinafter referred to as "JPI") to the recipient of such services (hereafter referred to as "PURCHASER").

MODIFICATION OF AGREEMENT

This Agreement, along with the corresponding JPI estimate and JPI invoice, represents the entire agreement between JPI and PURCHASER for the specific services to be provided under the corresponding JPI estimate, JPI invoice and this Agreement (the "Services"), and there are no collateral, oral or other agreements outstanding related to the Services. In the event that there are inconsistent or conflicting terms and conditions between this Agreement and the JPI estimate or JPI invoice, the terms and conditions contained in this Agreement shall govern and control. No rights or obligations of JPI under this Agreement may be modified or expanded except in writing and signed by JPI. This Agreement and the terms and conditions contained herein shall be enforced under and construed in accordance with the laws of the State of Indiana (without regard to its conflict of laws principles). The parties to this Agreement consent to the venue and personal jurisdiction of the federal and state courts in Marion and Shelby Counties, Indiana as the exclusive forums for resolution of any dispute under this Agreement.

PURCHASER OBLIGATIONS/GENERAL

PURCHASER must provide and/or pay for the following:

- ALL necessary event credentials/access for personnel, and all equipment/items/vehicles related to the Services, whether owned or leased by JPI (collectively, "Equipment").
- ALL domestic/foreign permits, tariffs, taxes (entertainment/VAT), fees, Carnet and similar or related costs.
- Stagehands/labor to assist JPI in load in/out, set-up, and strike of JPI Equipment.
- Secured Equipment storage and protection from all causes whatsoever.
- Parking for all vehicles necessary for JPI to provide the Services.
- Thirty (30) day prior written notification of use of Equipment outside the continental United States.

Invoices and Payment terms:

- Each JPI Invoice must be signed and returned to JPI accompanied by a 50% non-refundable deposit.
- All payment(s) via ACH in U.S.D.
- Balance of the payment for each JPI Invoice is due prior to the Services being provided.
- **Receipt of the JPI invoice/JPI estimate by PURCHASER engages this Agreement and confirms PURCHASER'S acknowledgment and consent to the terms and conditions contained herein.**

INSURANCE

PURCHASER shall be required to maintain insurance in full force and effect consistent with the coverage provided below. Each insurance policy shall name JPI as an additional insured and loss payee, and the proceeds of any such insurance policy shall be payable to JPI and PURCHASER, as their interest may appear. Prior to commencement of the Services by JPI, JPI requires, and PURCHASER shall provide to JPI, certificate(s) of insurance containing the minimum insurances, liability limits and endorsements attached to the certificate(s) of insurance for confirmation of compliance with JPI requirements, which are as follows:

COMMERCIAL GENERAL LIABILITY (including, but not limited to, Bodily Injury, Property Damage, Personal and Advertising Injury)	
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
General Aggregate (other than Products - Completed Operations)	\$1,000,000.00
Products - Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury (any one person or organization)	\$1,000,000.00
Other (i.e. liquor legal liability (if selling or serving alcoholic beverages))	\$1,000,000.00
AUTOMOBILE LIABILITY (for any/all owned, hired, nonowned, borrowed)	
Bodily Injury and Property Damage/Combined Single Limit	\$1,000,000.00
WORKERS COMPENSATION	Statutory
EMPLOYER LIABILITY	
Bodily Injury by Accident/Each Accident	\$100,000.00
Bodily Injury by Disease/Policy Limit	\$100,000.00
Bodily Injury by Disease/Each Disease	\$500,000.00
EXCESS/UMBRELLA LIABILITY INSURANCE	
Each Occurrence	\$5,000,000.00*
Aggregate	\$5,000,000.00*
ERRORS & OMISSIONS PROFESSIONAL LIABILITY (including, but not limited to, media, technology, internet, website, etc.; construction, confidentiality, etc.; director and officer, etc.; medical providers and services, etc.)	
Limit of Liability	\$1,000,000.00*

ADDITIONAL INSURED CERTIFICATE(S) AND ENDORSEMENT(S):

1. ALL insurance companies rated A. M. Best or equivalent as A:VII or better;
2. JPI as additional insured for general and automobile liability insurances;
3. Certificate Of Insurance (ACORD 25-S or equivalent);
4. Insurance Services Office (ISO) Form (or equivalents) Commercial General Liability CG 20 10 (10 01) and CG 20 37 and Commercial Automobile Liability;
5. Contractor(s)/Concessionaire(s)/Exhibitor(s)/Entertainer(s)/Vendor(s)/Venue(s) (CEVs):
 - a) responsible for any and all of their purposes, personnel and property, and JPI is

- not responsible for any CEVs purposes, personnel, property;
- b) CEVs insurance and indemnification is sole and primary to JPI from CEVs, and JPI insurance and indemnification is noncontributory to CEVs;
 - c) CEVs responsible for any and all deductibles, limitations, exclusions related to their own insurance, and JPI is not responsible for any CEV deductibles, limitations, exclusions;
 - d) CEVs responsible for all sub-CEVs with same requirements rendered to JPI;
- 6. insurances referenced above are primary to any and all JPI insurances, AND no JPI insurances contribute to any claim unless or until CEV/sub-CEV(s) insurance exhausted;
 - 7. all insurances and liability limits must apply "per project" to JPI;
 - 8. minimum requirements subject to change any time at JPI sole discretion*

INDEMNIFICATION

Except for the sole negligence of JPI, PURCHASER shall defend, indemnify and hold harmless JPI, its parents, subsidiaries, owners and affiliates, and their successors, assigns, directors, officers, employees and agents from and against all claims, costs, liabilities, losses, damages, fines, penalties and expenses (including fees of attorneys and other professionals) of every character whatsoever, including death or injury to persons (including PURCHASER'S employees, representatives or contractors) or property, arising out of, resulting from or in any way connected with this Agreement or the Services.

MANAGEMENT OF EQUIPMENT

JPI shall maintain SOLE and ABSOLUTE control and ownership of its Equipment to the exclusion of all other persons, including PURCHASER; however, PURCHASER or qualified representatives of others may possess, operate or use such Equipment with the consent of JPI to the extent that JPI, in its sole discretion, deems such possession, operation or use appropriate, safe and advisable. However, in this case, PURCHASER assumes all risks inherent in the possession, operation and use of the Equipment and agrees to assume the entire responsibility to defend, pay, indemnify and hold harmless JPI, its parents, subsidiaries, owners and affiliates, and their successors, assigns, directors, officers, employees and agents from, and hereby releases JPI, its parents, subsidiaries, owners and affiliates, and their successors, assigns, directors, officers, employees and agents from, any and all claims, costs, liabilities, losses, damages, fines, penalties and expenses (including fees of attorneys and other professionals) of every character whatsoever for damage to property or bodily injury (including loss of life) resulting from the use, operation or possession of the Equipment, whether or not it be claimed or held that such damage or injury resulted in whole or in part from JPI'S negligence, from the condition of the Equipment, or from any other cause whatsoever. PURCHASER shall not sublease, transfer, convey or encumber the Equipment without the written consent of JPI.

If JPI is providing any structure under this Agreement, JPI shall maintain SOLE and ABSOLUTE control of such structure, including, but not limited to, weight loads, banners, backdrops, etc., and all actions regarding operation of the structure. In no event shall such structure be used in high winds and/or inclement weather, as determined in the sole and absolute

discretion of JPI. JPI shall be held harmless if a show is cancelled or postponed due to unsafe operating conditions, as determined by JPI in its sole and absolute discretion.

Prior to event, PURCHASER MUST provide to JPI a weather-crisis/emergency management plan, detailing procedures during inclement and/or severe weather conditions, or other possible emergencies.

RECOVERY OF EQUIPMENT

JPI, to enforce its control and ownership of any Equipment and protect its interest in such Equipment, may retake the Equipment at any time and to do so JPI or its representatives may enter upon PURCHASER'S premises, PURCHASER'S site or any event location, PURCHASER hereby waiving any right of action against JPI for such entry and retaking. In addition, PURCHASER acknowledges that the failure to return any Equipment or the sale/concealment of any Equipment is prohibited, and that any such action may constitute a crime. JPI, in addition to any other action it may take, may notify the proper authorities and take other action, including the filing of criminal complaints, that may subject PURCHASER to prosecution.

EQUIPMENT SECURITY/DAMAGE

PURCHASER shall be responsible for and shall provide adequate security for all Equipment at all times while Equipment is in the PURCHASER'S possession, operation or use, on PURCHASER'S site, or at any event location.

If any Equipment is lost, stolen or damaged under any circumstances while in PURCHASER'S possession, on PURCHASER'S site or at any event location, regardless of fault, PURCHASER shall be responsible for all costs for repair and/or replacement, including, but not limited to, repair labor, parts, shipping, complete replacement and loss of use (whether insurable, insured or not). PURCHASER acknowledges that, prior to operating, using or taking possession of the Equipment, PURCHASER examined it, saw it in operation (if appropriate) and agrees that the Equipment is in good working condition.

CONFIDENTIAL INFORMATION

JPI, at its sole discretion, may make available to PURCHASER certain confidential and proprietary information of JPI, including, but not limited to, information regarding markets, sales, products, key personnel, pricing policies, operational methods, customers and vendor agreements, names and relationships, contracts, technical processes, other business affairs and methods, plans for future developments, and other information not readily available to the public (collectively, "Confidential Information"), the disclosure of which to third parties would, in each case, have a material adverse effect on JPI'S business operations. The term "Confidential Information" shall not include information that PURCHASER can prove (A) is in the public domain other than through an unauthorized or improper act or omission of PURCHASER (or its employees, agents or contractors); or (B) was independently developed by PURCHASER without reference to the information provided by JPI; or (C) is or was lawfully received from a third party having no obligation to its confidentiality.

PURCHASER agrees that the terms and conditions of this Agreement, the JPI estimate, the JPI invoice and the Confidential Information will be used solely for the benefit (and not the detriment) of JPI and for the purpose of effectuating, engaging in and furthering this Agreement, and not for any other purpose, and that this Agreement, the JPI estimate, the JPI invoice and the Confidential Information will be kept strictly confidential by PURCHASER. The restrictions on disclosure under this Agreement shall not apply to prohibit disclosure pursuant to any directive of a court or governmental agency of competent jurisdiction, provided that, to the extent practicable, prior notice is given to JPI so that it may, in its discretion, seek a protective order or other relief from disclosure.

FORCE MAJEURE/UNSAFE CONDITIONS

JPI'S obligation to provide the Services is subject to postponement or cancellation by reason of an event of "Force Majeure" or unsafe conditions. The term "Force Majeure" includes, but is not limited to: illness, sickness, injury, unavailability resulting from inability to obtain reasonable means of transportation, riots or other manifestations of civil strife, emergencies, strikes or other forms of labor difficulties, epidemics, an act or order of any public authority or court, Acts of God, and/or similar or dissimilar causes beyond JPI'S reasonable control. In the event of any Force Majeure or unsafe conditions which could result in damage to person or property, as determined by JPI in its sole and absolute discretion, or should JPI feel insecure in any way, then JPI shall be excused from JPI'S obligation to perform the Services and under this Agreement, without any liability to PURCHASER. It is agreed that there shall be no claim for damages (including, but not limited to, consequential damages or loss of income) by PURCHASER as a result of such cancellation.

PAYMENT AND COLLECTION COSTS

All charges are due in full according to the terms set forth in the JPI invoice and this Agreement and PURCHASER shall be responsible for and pay all such charges. Any applicable sales and/or use taxes that are not included in the JPI invoice or this Agreement and are found to be due are the PURCHASER'S responsibility and the PURCHASER assumes the liability for any such taxes, and shall indemnify and hold harmless JPI for such taxes. Any past due balances over 30 days will be charged a monthly service charge of 1.5% of the balance (18% per annum) or the maximum allowed by law. Checks returned for any reason will result in a \$50.00 returned check fee payable to JPI. PURCHASER agrees to pay attorneys' fees, collection fees, court costs and any other expenses (including, but not limited to, alleged or actual lost or uncollectible income or revenue) incurred in collecting any charges under the JPI invoice or this Agreement, in retaking or securing any Equipment, or in enforcing this Agreement.

LIMITED WARRANTY/LIMITATION OF LIABILITY

JPI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN.

PURCHASER'S SOLE REMEDY UNDER THE JPI INVOICE OR THIS AGREEMENT IS

LIMITED TO THE RETURN OF THE PAYMENTS RECEIVED BY JPI UNDER THIS AGREEMENT. IN NO EVENT SHALL JPI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOST PROFITS, WHETHER SUCH LIABILITY BE PREMISED UPON BREACH OF THIS AGREEMENT OR WARRANTY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND PURCHASER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO SUCH DAMAGES.

SEVERABILITY

In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect, and such illegal, void or ineffective provision shall be modified to conform to any applicable statute or rule of law.

HEADINGS

The headings and paragraph captions herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

AUTHORITY TO ENTER INTO AGREEMENT

PURCHASER represents and warrants to JPI (i) that it has read and fully understands the terms and conditions of this Agreement and the JPI invoice, (ii) that it has the full legal right, power and authority to enter into and perform under this Agreement, the JPI invoice, and any other documents contemplated by this Agreement, (iii) that it has taken all company actions necessary to consummate the transactions contemplated by this Agreement and the JPI Invoice, and to bind PURCHASER to this Agreement and the JPI invoice, and (iv) that the contact person referenced on the JPI invoice or the person signing the JPI invoice is duly authorized to enter into this Agreement and the JPI invoice for and on behalf of Purchaser.

JURY WAIVER

JPI AND PURCHASER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THEM ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT, THE JPI INVOICE, THE JPI ESTIMATE, OR ANY OTHER DOCUMENT CONTEMPLATED BY THIS AGREEMENT, OR ANY RELATIONSHIP BETWEEN JPI AND PURCHASER. THIS PROVISION IS A MATERIAL INDUCEMENT TO JPI AND PURCHASER TO ENTER INTO THIS AGREEMENT.

MUTUAL RECIPROCITY

PURCHASER shall be bound by any and all obligations, requirements or liabilities imposed on JPI under any documentation or agreement submitted by PURCHASER in connection with this Agreement or the Services. In the event of a conflict or inconsistency between any of the terms and provisions of this Agreement and any documentation or agreement submitted by PURCHASER, the terms and provisions of this Agreement shall control and govern.