

LASER SHOW/PRODUCTION CONTRACT

THIS AGREEMENT, made and entered into this 13th day of February 2024, by and between **Laser Encore, Inc.**, located at 14210 10th St. N. Stillwater MN 55082 and **Town of Ashland City** hereinafter referred to as **CLIENT**, located at 233 Tennessee Waltz Parkway Suite 103 Ashland, TN 37015.

IT IS MUTUALLY AGREED BETWEEN THE ABOVE SAID PARTIES AS FOLLOWS:

1. LASER SHOW/PRODUCTION:

- 1.1 *Location(s)*: The laser show will be held outdoors at Ashland, TN
- 1.2 *Date(s)*: Laser Encore will provide the laser show on the following dates: June 7, 2024.
- 1.3 *Type of Show(s)*: 20-minute outdoor laser show with full-color laser graphics and aerial beam effects all choreographed to music.

2. LASER ENCORE'S OBLIGATIONS.

- 2.1 *Operations*: Laser Encore shall transport, set up, test, operate and dismantle all equipment necessary for said display.
- 2.2 *Safety*: Laser Encore is required to and shall comply with all Center for Devices and Radiological Health safety regulations, as well as all federal, state, local and municipal radiological health safety regulations controlling the operation of laser light shows. Laser Encore is also required to and shall comply with all Federal Aviation Administration regulations for all outdoor displays. Laser Encore shall not be held liable by CLIENT, its owners, officers, members, employees, affiliates, associations, or entities, in any way whatsoever, nor shall it sustain any loss of contracted costs as specified in this Contract, with regard to any directives, restrictions, and/or instructions imposed by said government agencies, or should client sustain losses because of governmental actions.

3. CLIENT'S OBLIGATIONS.

3.1 *Operations*: CLIENT agrees to provide the following at CLIENT'S sole expense to assist Laser Encore in providing said shows:

- (a) Electricity; (8) 20 amp, 120v circuits or 20kW generator
- (b) Lift for laser screen
- (c) Hotel

3.2 *Set Up Time*: CLIENT agrees to provide Laser Encore with adequate time to set up and test the laser equipment before each show on a given date and between each multiple performance on the same date.

3.3 *Safety*: CLIENT is responsible for providing security at all times, including set up and during the shows to ensure a clear and safe projection area.



Town of Ashland City, CONTRACT (Cont'd.)

4. TERMS AND CONDITIONS:

4.1 *Term:* The term of this AGREEMENT shall begin on the day of signing this AGREEMENT and shall run through the date of the final payment. If, before the date of any scheduled laser show/production, it is found that CLIENT has not fully performed its obligations under the terms of this AGREEMENT or that the financial credit of the CLIENT has been impaired in a material way, Laser Encore may cancel this AGREEMENT at any time and in either event, CLIENT shall be liable to Laser Encore for all damages incurred thereby, in addition to the compensation specified herein.

4.2 *Cost:* \$8,000.00*

*Cost includes all necessary laser equipment, labor, travel and production expenses.

*Cost does not include power, lift for screen, hotel or venue expenses which are the responsibility of the CLIENT (as specified herein in Section 3.1).

4.3 *Payment:* All payments shall be paid by CLIENT to and in the name of Laser Encore, Inc., in the form of a business check, cashier's check, money order or cash.

4.4 *Down Payment:* \$4,000.00 shall be paid as a deposit down by CLIENT, to and received by Laser Encore not later than May 7, 2024.

4.5 *Balance:* \$4,000.00 shall be paid by CLIENT, to and received by Laser Encore not later than June 7, 2024.

4.6 *Late Payments:* In the event that payments are not received within the specified dates, then payment(s) shall bear an interest rate of eighteen percent (18%) per annum, compounded monthly, until such funds are paid.

4.7 *Cancellation Fee:* In the event CLIENT cancels said laser light show(s), Laser Encore shall be entitled to amounts specified in Paragraph 4, subdivision 4.4 (down payments), plus any and all incurred attorney/collection fees.

5.0 COPYRIGHTS.

5.1 Laser Encore retains all copyrights for its productions.

6.0 INDEMNITY.

6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's breach under this Agreement or the indemnifying party's actual negligence or malfeasance.

7.0 SEVERABILITY.

7.1 If any part of this Agreement shall be determined to be void, voidable, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

8.0 JURISDICTION.

8.1 Any action arising from or relating to this Agreement (including enforcement of any provision of this Agreement) shall be venued in any applicable state or federal court in the State of Minnesota, and the parties hereby consent to the personal jurisdiction of said court. Any party seeking enforcement of the Agreement shall be entitled, if successful in enforcing the Agreement, to award of all costs, fees, and expenses, including attorney's fees incurred in enforcing the Agreement.



Town of Ashland City, CONTRACT (Cont'd.)

9.0 COUNTERPARTS.

9.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which when taken together shall constitute one and the same instrument.

10. SCANNED SIGNATURES.

10.1 Electronically scanned copies of signatures sufficient to fully execute this Agreement, including counterpart signatures, shall have the same force as an original signature.

11. COOPERATION.

Each party to this Agreement agrees to execute and deliver all such other documents or instruments and to take any action as may be reasonably required in order to effectuate this Agreement.

THIS AGREEMENT is the whole agreement of the parties above named. No representation, inducement, or agreement has been given by one to the other to enter into this AGREEMENT other than expressly set forth herein. This AGREEMENT shall not be altered, modified or amended except in writing by a duly authorized officer of each party.

IN WITNESS WHEREOF, the parties hereunto set their names on the day and in the year first above written.

Town of Ashland City

By: _____
SIGNATURE AND TITLE

LASER ENCORE, INC.

By: _____
Robert Teorey, CEO

