



# EVENT SERVICES AGREEMENT

Thank you for choosing Starlite. This Agreement sets out the details of your event, the equipment, and service that we intend to provide, and the terms and conditions under which the Parties agree to do so. (Rev. 1.18.19)

## CLIENT:



**Delran Township**  
900 South Chester Ave  
Delran, NJ 08075

Primary Contact:  
Colin Rafferty  
**Phone:** [REDACTED]  
**Email:** recreation@delrantownship.org

- VALIDITY.** This Agreement is valid for 45 days unless otherwise withdrawn by Starlite and shall become effective upon the date this contract is signed by both Parties.
- THE PARTIES.** Throughout this Agreement, the Client may be referred to as ("Client", "You", or "Your") and Starlite Productions International, Inc. may be referred to as ("Starlite", "us", or "Our")
- EVENT DESCRIPTION.** Carli Lloyd retirement event
- SCOPE OF WORK.** Technical support including audio, lighting, staging and generators
- FEES & TAXES.** You shall pay Starlite **(\$39,000)**, for the provision of our services hereunder, subject to such additional fees and surcharges as provided for in this Agreement. You are responsible for the payment of any taxes (including any resultant fees or penalties) which may arise in connection with this Agreement or as a result of the performance and payment of this Agreement, or with respect to the Equipment or Services provided herein. This sum is based on Starlite receiving payment by cash, certified check or wire transfer, and any payment made via credit card shall be assessed a 2% surcharge.
- PAYMENT TERMS.** You shall pay Starlite as follows: **50% deposit, Balance due on 10/14/21** You shall make payment in full in accordance with the terms of payment set forth above without any offsets, counterclaims, deductions or withholdings of any kind, including any amounts that may be due to you or asserted to be due you from Starlite, unless you have received an official credit memorandum from us authorizing such deduction. All payments shall be in United States Dollars (USD) in immediately available funds if not otherwise agreed upon in writing. For your convenience, you may make a payment online via our web portal at <https://www.starlite.com/payment>
- KEY EVENT DETAILS.**

<b>VENUE</b>	Delran Community Park- 12 Hartford Road, Delran, NJ 08075					
<b>SETUP</b>	<b>Date:</b>	10/13/21	<b>From:</b>	9am	<b>To:</b>	10pm
<b>SETUP (cont)</b>	<b>Date:</b>	10/14/21	<b>From:</b>	9am	<b>To:</b>	5:30pm
<b>EVENT</b>	<b>Date:</b>	10/14/21	<b>From:</b>	5:30pm	<b>To:</b>	9pm
<b>STRIKE (partial)</b>	<b>Date:</b>	10/14/21	<b>From:</b>	9pm	<b>To:</b>	completion
<b>STRIKE (remaining)</b>	<b>Date:</b>	10/15/21	<b>From:</b>	10am	<b>To:</b>	completion

- INCORPORATED DOCUMENTS.** The following exhibits and addenda are hereby attached incorporated into this Agreement and made a part hereof:
  - Exhibit "A" Client's Additional Responsibilities;

9. **ASSUMPTIONS.** Starlite has drafted the Scope of Work to capture and represent the complete picture of the services and equipment Starlite will provide, as it is known today, and we have established our pricing based on the specific dates, venue, equipment, services, staffing, locations, and other particulars herein agreed to by the parties. However, we recognize that all the details and needs may not yet be identified and that changes or alterations may be necessary or requested. If you request any change of scope or other material modifications, or if any such changes are necessitated for any reason (other than due to Starlite's errors or omissions) you shall promptly pay us any additional fees, charges and costs necessitated by reason thereof.
10. **PRIMARY CONTACT.** To facilitate the orderly progress of the Event, each Party shall designate a contact person whom has the authority to act on the Party's behalf for all purposes in connection with this Agreement, including providing timely direction, feedback, decisions, approvals and communication (i.e., emails, phone calls, and written documents, paying deposits/balances on time, etc.)
11. **SITE ACCESS.** You shall arrange for and provide us timely access to the event space(s) prior to the event or as we may require and we shall not be responsible for any delay or failure to perform our obligations hereunder due to a delay or failure to facilitate such timely access. If such delay or failure results in Starlite incurring any additional costs or expenses, you shall be responsible for such costs and expenses including, without limitation, acceleration, overtime, express shipping, additional workers and the like.
12. **CREDENTIALS.** Where access or backstage credentials are required for entrance to secured areas, you shall provide all-access credentials to Starlite's designated staff and contractors prior to their arrival.
13. **NON-UNION LABOR.** Unless otherwise specified in writing by Starlite, this Agreement is based on Open Shop / Non-Union labor and you are exclusively responsible for conformity to all labor union regulations, whether it be payment of money, meeting local craft requirements, or otherwise.
14. **COMPLIANCE WITH LAW.** Each Party shall, at its own expense and in good time, comply with all laws, rules, regulations, codes, and obligations of any governmental authorities having jurisdiction for their respective business operations. You shall obtain and maintain all approvals, licenses, permits and other consents required from governmental, municipal or other authorities having jurisdiction in order to permit the lawful performance of Starlite's obligations hereunder. Neither Party shall take any action in violation of any applicable legal requirement, which could result in any liability being imposed on the other Party. Any failure to provide same shall not constitute a Force Majeure event.
15. **SAFETY.** From the time that Starlite arrives at the venue until the time Starlite has completed its final load-out and vacated the premises you shall, at your own expense, be responsible for assuring:
  - (a) That adequate general site lighting remains in place to ensure adequate visibility and safe passage of all work areas, and
  - (b) The safety of persons and safekeeping of property (including the property of Starlite) at the site by procuring and maintaining an adequate number of security and crowd control personnel or other appropriate means.
  - (c) We shall have the right, but not the obligation, to interrupt the performance of our duties hereunder in the event of any concern condition or circumstance, which in our opinion, creates or may create a hazard, liability, risk or danger to the safety or security of persons or property. Any such interruption by us shall not relieve you from your contractual obligation to pay the entire Agreement price to us as agreed herein.
16. **INSURANCE.** Each Party shall, at its own expense, procure and maintain the following Insurance:
  - (a) Workers' compensation insurance applicable to the laws of New Jersey (or the State where the Event takes place) and employer's liability insurance with coverage equal to the greater of \$500,000 or as otherwise required by applicable state and federal law.
  - (b) Commercial General Liability insurance including Personal Injury coverage of \$1 million each occurrence and \$2 million Aggregate; Property Damage coverage of \$1 million each occurrence and \$2 million Aggregate;
  - (c) Commercial General Automobile Liability insurance, including owned and non-owned/hired vehicles for a combined single limit of \$1,000,00 for injury and/or death and /or property damage;
  - (d) All Risk Equipment Floater insurance covering equipment leased or rented from others in amounts reasonable to cover the aggregate replacement value of all equipment provided hereunder.
  - (e) General. On request, the parties shall deliver to the other Party a certificate or other proof of insurance, describing the amount and coverage of its insurance. All insurance policies must include a provision to provide the other Party at least 30-days' notice prior to any cancellation or material changes to the policy. The Client's obligation to procure and maintain insurance is separate and distinct from Client's obligations to indemnify Starlite, and such indemnification is not limited to amounts of any such insurance.

17. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE AVAILABILITY AND POLICY LIMITS OF ANY INSURANCE, THE CLIENT EXPRESSLY AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS STARLITE AND ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, PERSONNEL, AGENTS, CONTRACTORS, VOLUNTEERS OR SUCCESSORS AND ASSIGNS COLLECTIVELY (“INDEMNIFIED PARTIES”) AGAINST ANY CLAIMS MADE OR LEGAL ACTIONS BROUGHT AGAINST AN INDEMNIFIED PARTY/PARTIES BY ANY PERSON OR ENTITY AS A RESULT OF INJURIES, DAMAGES, EXPENSES AND LOSSES ACTUALLY OR ALLEGEDLY INCURRED BY SUCH A PERSON OR ENTITY (“LIABILITIES”) ARISING FROM OR INCIDENT TO STARLITE’S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT, EXCEPT WHERE THE LIABILITIES ARE THE RESULT OF STARLITE’S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE CLIENT’S OBLIGATION SHALL INCLUDE THE COST OF THE INDEMNIFIED PARTY/PARTIES DEFENSE AGAINST SUCH CLAIMS OR ACTIONS. THIS OBLIGATION SHALL SURVIVE THE TERMINATION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.
18. **NO CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO ANY OTHER PARTY HERETO OR ANY AFFILIATE OF ANY OTHER PARTY HERETO FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR DIMINUTION IN VALUE OR LOST PROFITS THAT ARISE OUT OF OR RELATE TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF OR ANY LIABILITY RETAINED OR ASSUMED HEREUNDER, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.
19. **CAP ON DAMAGES.** IN ORDER FOR THE CLIENT TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO STRICTLY LIMIT STARLITE’S LIABILITY FOR ANY CAUSE OR COMBINATION OF CAUSES, OF ANY KIND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY ARISING FROM STARLITE’S ACTS, ERRORS, OMISSIONS, OR DAMAGES SUCH THAT THE TOTAL AGGREGATE LIABILITY OF STARLITE SHALL NOT EXCEED MONEY DAMAGES IN AN AMOUNT EQUAL TO THE LESSER OF (A) ACTUAL DAMAGES, OR (B) FIVE (4) TIMES THE AGGREGATE AMOUNTS PAID TO STARLITE HEREUNDER BY THE CLIENT. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.
20. **INDEPENDENT ALLOCATION OF RISK.** Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by Starlite to you and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.
21. **EQUIPMENT OF OTHERS.** Unless otherwise expressly specified in this Agreement, Starlite shall not be responsible for the operation or performance of equipment, which we have not supplied and do not warrant that such equipment either may connect to or will work satisfactorily with Starlite’s equipment or systems.

22. **GENERAL PROVISIONS.**

**Entire Agreement.** This Agreement and the Attachments hereto constitute the entire agreement and understanding between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are superseded and merged herein. There are no warranties, representations, covenants or agreements, oral or written, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by authorized representatives of the contracting parties.

**Conflicting Terms.** The terms and conditions of this Agreement apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing. Starlite hereby rejects any additional or conflicting terms appearing, or contained in any Client purchase order or any other correspondence submitted by the Client and no such term, provision or condition of the Client shall have any effect on the rights, duties or obligations of Starlite, unless and until accepted by Starlite in writing, regardless of any failure of a Starlite to object to such terms, provisions or conditions.

**Further Assurances.** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

**Waiver.** Either Party’s failure or neglect to enforce any of rights under this Agreement shall not be deemed to be a waiver of that Party’s rights. A waiver or extension shall only be effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

**Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any single right or remedy by any Party shall not preclude or waive the right to use any or all other rights or remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise, and may be exercised concurrently or separately.

**Severability.** If any part of this Agreement is, for any reason, held to be illegal, unenforceable or invalid, the other provisions of the Agreement will be unimpaired and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**Late Fees and Collection Costs.** Any amount not paid when due shall be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. You shall reimburse any costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by us to collect any amount that is not paid when due. We may accept payment in any amount without prejudice to our right to recover the balance of the amount due or to pursue any other right or remedy.

**Title.** Any Equipment furnished hereunder by Starlite is provided on a rental basis, and no title, right or security interest in such Equipment shall pass to the Client except for the limited use of the equipment during the event contemplated herein. You shall not assign, sublet, loan, mortgage, hypothecate or otherwise encumber the equipment or any interest therein. The Equipment shall be used only at the locations shown in this Agreement and shall not be removed from these locations without our prior written consent. The equipment shall always remain and be deemed personal property even if attached to real estate. Equipment which is to be sold in connection with this Agreement will be referenced under a separate section of Starlite's order titled "Sales".

**Warranty.** We do not warrant or guarantee that the equipment provided will perform without error or operate without interruption. In the event of a defect or fault in the equipment, you shall immediately notify us and we will attempt to remedy the problem as soon as reasonably possible. In the event that we cannot remedy the problem, your exclusive remedy and our sole obligation will be to either: (i) provide an equivalent replacement or (ii) provide a refund of the rental price paid for the specific item found to be defective. Starlite's obligation hereunder shall not apply if the Equipment was subject to abuse, unauthorized modifications or repair, alterations, improper maintenance, or misuse, including, but not limited to, operating the Equipment outside of the manufacturer's recommendations or specifications.

**Confidentiality.** Each Party hereby agrees that all information provided by the other Party and identified as "confidential" will be treated as such, and the receiving Party shall not make any use of such information other than with respect to this Agreement.

**Assignment.** You may not assign this Agreement or any of your rights or obligations under this Agreement without the prior written consent of Starlite. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Starlite may assign some or all of its rights, duties, and obligations under this Agreement.

**Relationship of the Parties.** The Parties relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the parties. Neither Party is a legal representative of the other Party, nor and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

**Notices.** Any notice required or permitted to be given under this Agreement, must be in writing and delivered by personal delivery; a nationally-recognized, next-day courier service; first-class registered or certified mail, postage prepaid; facsimile to the Party's address specified in this Agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section; or via email. A Notice given in accordance with this Agreement shall be effective upon receipt by the Party to which it is given or, if mailed, upon the earlier of receipt and the fifth Business Day following mailing, or if via email, upon the recipient acknowledging having received the email. An automatic "read receipt" does not constitute acknowledgment of an email for purposes of this section.

**Dispute Resolution.** The parties each agree that in case of any dispute arising between the parties hereto in relation to this Agreement, the parties shall promptly use their best efforts to resolve any such dispute amicably prior to resorting to any legal action.

**Force Majeure.** If a force majeure event occurs, a Party that is prevented by that force majeure event from performing any one or more obligations under this Agreement (the "noncomplying Party") will be excused for any failure of or delay in the performance of this Agreement due to the force majeure event (other than any obligation to pay money), for the period of such failure or delay. Force majeure events may include, but not be limited to, riots or civil disturbances, embargo, war, invasion, action of foreign enemies, acts of terrorism, rebellion, revolution, insurrection, epidemic or pandemic outbreak, fire, nuclear or chemical contamination, failure of public infrastructure or any other cause reasonably beyond the parties' control, making the event unfeasible, impossible or illegal to fully perform under this Agreement as the Parties originally contracted.

Abnormal weather conditions, which are truly serious weather anomalies such as a hurricane, tornado, earthquake, cyclone, typhoon, tidal wave, tsunami or flood of overwhelming proportions, may be considered force majeure events. However, delay postponement or cancellation resulting from weather conditions (regardless of severity) which could reasonably be expected to occur in the geographic area where the Event is located, shall NOT constitute a force majeure event.

Industry-wide strikes or labor disputes having a direct impact on this Agreement may be a force majeure event. However, a labor dispute or strike that is specific to the site or limited to a Party's company, or any of its workforce or subcontractors, shall NOT constitute a force majeure event. The force majeure event must materially affect the performance of the noncomplying Party's obligations under the Agreement; must not, in any way be due to the actions, conduct or activities of the noncomplying Party; and must have been unforeseen and the consequences of the event must have been unpreventable. A Party shall not be excused from performance merely because performance may prove difficult, burdensome, or economically disadvantageous and any failure or delay resulting from only general economic conditions or other general market effects shall not constitute a force majeure Event; Application of the force majeure clause shall be limited to actual interference, and not the mere threat of interference and an inability to comply immediately with a law, order, rule, regulation or a governmental action, delay in granting necessary permits, or other required approvals shall not constitute a force majeure event. Upon the occurrence of a force majeure event, the noncomplying Party shall give prompt notice to the other Party of an event of force majeure upon it being foreseen by, or become known to the affected Party. In addition, the noncomplying Party shall bear the burden of proving that the event was beyond the Party's control, and without its fault or negligence.

**Non-Solicitation.** The Parties shall not employ, induce, entice or attempt to employ or solicit for employment, directly or indirectly, any of the other's employees during the term of this Agreement and for a period of one (1) year after termination of this Agreement.

**Governing Law.** This Agreement and any dispute arising out of the subject matter hereof shall be governed by and interpreted by the law of the place where the Project is located, without regard to any conflict of laws principles that would require the application of any other law and each party hereby waives any objection, which it might otherwise have to service of process under the Laws of another State or jurisdiction.

**Headings and Construction.** The titles and headings in this Agreement are for convenience only and do not form part of this Agreement nor are they relevant to the interpretation of this Agreement. Where this Agreement uses the word “including” it shall mean “including without limitation” and where it uses the word “includes” it shall mean “includes without limitation.”

**Counterparts.** This Agreement may be executed in several counterparts, including by facsimile, and all such executed and delivered counterparts, when taken together shall constitute a single fully executed document.

**Attorneys’ Fees.** If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

**Survival.** Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and continue in full force and effect.

**Agency.** Each of the persons signing below represents and warrants that he or she has all right, power and authority to execute this Agreement on behalf of the Party for whom he or she signs this Agreement and that the execution of this Agreement is the lawful and voluntary act of the parties.

**Waiver of Jury Trial.** Each Party hereby irrevocably waives its rights to a trial by jury in any Action or proceeding arising out of this Agreement or the transactions relating to its subject matter.

**Acknowledgment of Terms.** Each Party acknowledges that they have read and understood the terms of this Agreement, have had the opportunity to consult with independent legal counsel in connection with this Agreement, and have signed this Agreement voluntarily.

**THIS AGREEMENT** has been executed by the parties hereto and shall become effective (the “Effective Date”) upon the date this Agreement is signed by both Parties.

<b>STARLITE:</b>	<b>CLIENT:</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## EXHIBIT "A" - CLIENT'S ADDITIONAL RESPONSIBILITIES

The Client shall in a timely manner, provide at its sole cost and expense, all of the following indicated items:

### COMPETENT LABORERS:

The following additional personnel for the purpose of assisting Starlite's personnel from load-in through load-out, all of whom shall satisfy the requirements and qualifications set forth in this Agreement and shall be sober, able-bodied persons at least eighteen (18) years of age and capable of lifting at least fifty (50) pounds without medical concern whom shall arrive on time and ready to work. The specific personnel requirements are as follows:

Client is independently responsible for negotiating, providing and paying for any and all union labor.

### PARKING:

The Client shall provide free safe and adequate parking for any vehicles used in the transport of crew and equipment as deemed necessary to the operational requirements of the event. Parking shall be immediately adjacent to the staging area for the loading and unloading of equipment. The Client is responsible for maintaining clear access to the stage area and for securing such parking and access during the entire term of this Agreement. Any parking fines incurred by the Client's failure to provide such parking will be billed to the Client. The specific parking requirements are as follows:

Approximately (3) Box trucks, (1) Semi tractor, (2) Cargo vans, (8) passenger vehicles

### OTHER:

Starlite and its vendors assume no responsibility for protection of turf. While we will attempt to minimize any damage to the grass due to vehicle traffic and/or equipment, there is an inherent risk of damage to the grass. Client may, at its own expense, provide plywood protection for the turf. Client is responsible for any labor associated with placing or moving plywood.

Client to supply (16) 4 x 8 sheets of 3/4" plywood for the exclusive use of Starlite.

Client shall maintain an active safety plan and shall communicate in writing the actions that shall be taken in the event of emergency.

Client to provide all tents including 20' x 20' FOH riser as well as 20' x 20' backstage video control area.

Client to provide security for all equipment. Security personnel should remain on-site 24 hours a day from load-in through load-out.

Client is responsible for all barricade and/or crowd control.

This contract does not include any video services, which will be billed by others.



## EXHIBIT "A" - CLIENT'S ADDITIONAL RESPONSIBILITIES (Continued)

### Cancellation:

If the client reschedules the event due to rain or other weather conditions, Starlite will make every attempt to accommodate the request. Additional charges may apply, based on expenses incurred. Starlite makes no guarantee as to the availability of equipment and/ or labor on rescheduled event date(s). Rescheduling date shall be determined in advance and is considered to be within one or two days of the original event date. If the event is cancelled for any reason and not rescheduled to the agreed-upon backup-date, the following extra charges will be assessed:

- If Customer cancels event 48 hours prior to load-in, Starlite's expenses will be billed.
- If Customer cancels event 24 hours prior to load-in, 50% of the contract price will be due.
- If Customer cancels event less than 24 hours prior to load-in, the full contract price will be due.