

Pegleg Entertainment Event Agreement

This Event Agreement (“Agreement”) is entered into as of January 26, 2022, (the “Effective Date”) by and between Pegleg Entertainment, Inc., (“PEGLEG”) and the below-named Client, (sometimes hereinafter simply referred to as “CLIENT”). PEGLEG and CLIENT may be referred to in this Agreement individually as a “Party” and collectively as the “Parties,” with reference to the following facts:

The Parties wish to enter into a binding Agreement whereby PEGLEG shall be providing, and Client shall be contracting for the services of PEGLEG for the coordination of and logistics relating to the hereinbelow described “Event.”

RECITALS

A. PEGLEG is Corporation organized and existing under the laws of the State of California involved in the business of organizing, facilitating, and executing the production of special events for schools and other organizations.

B. Perris Union High School District (“Client”) is a school/school district interested in retaining PEGLEG in order to organize, facilitate, and execute on the production of an event (the “Event”) identified and described hereinbelow. The person executing this Agreement on behalf of the school/school district represents and warrants that he or she is fully authorized on behalf of the school/school district to enter into and legally bind the school/school district for such purposes.

C. PEGLEG represents that it is ready, willing and able to perform the services called for by the instant Agreement.

D. CLIENT represents that it fully adopts the terms and conditions of this Agreement, and that it has the financial ability to fulfill its obligations arising under this Agreement.

E. The RECITALS of this Agreement are to be considered salient and relevant to the terms of this Agreement.

WHEREFORE, in consideration of the respective covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. Event and Payment Terms

Client Site: Heritage HS

Name of Event: Prom 2022

Date of Event: 04-30-22

Time of Event: 7pm-11pm

**Location of Event: San Diego Wild Animal Park
15500 San Pasqual Valley Rd. | Escondido. CA 92027**

Minimum Guaranteed Guest Count: 500

**Guest Count: Minimum payment due at least 10 business days prior to Event date.
Final guest count due seven (7) days prior to Event.**

Payment: Initial Payment Due No Later Than: 11-12-21

Initial Payment Amount: \$6500 (deposit was made in2020)

Final Payment Due No later than ten (10) days prior to Event Date (less deposit)

Final Payment Amount: \$35,475

PEGLEG'S receipt of initial payment and signed Agreement for Event will confirm CLIENT's Event for services. Client shall pay the final payment by CLIENT check or wire, which must be received by PEGLEG no later than the Due Dates specified hereinabove. Wire instructions will be sent upon request from CLIENT.

2. Failure to Make Payment When Due / Cancellation by PEGLEG

Timely Payment Due: In the event CLIENT fails to pay the Final Payment by Due Date listed on this Agreement, PEGLEG shall, in its sole discretion, have the right to cancel the Event without prejudice to its rights from any nonpayment of contracted amount due, or for any other breach by the CLIENT of the conditions contained herein. Further, in the event of such cancellation due to non-payment of the Final Payment by the Due Date as specified hereinabove, Client's Initial Payment shall be payable to PEGLEG as liquidated damages.

Manner of Payment: CLIENT shall pay the final payment by CLIENT check or wire, and funds in payment for services must clear by the Due Dates specified herein. (Wire instructions will be sent upon request from Client).

Cancellation for Failure to Make Timely Payment: If CLIENT fails to pay the final payment by due date listed on contract, PEGLEG ENTERTAINMENT shall, in its sole discretion, have the right to cancel the Event without prejudice to its rights from any nonpayment of contracted amount due, or of any breach by the CLIENT of the conditions contained herein. Further, in the event of such cancellation due to non-payment of the Final Payment by the Due Date as specified hereinabove, Client's Initial Payment shall, at the option of PEGLEG, revert to PEGLEG as liquidated damages, as set forth hereinbelow.

Liquidated Damages: PEGLEG has entered into this contract in reliance upon the Client's representation that PEGLEG will be performing the work and supplying the materials required for the successful operation of the Event. In so doing, PEGLEG has both committed materials and labor allocations to the Event, and has, simultaneously blocked time, materials and resources which, at such a late date, cannot fully compensate PEGLEG for the losses which would be incurred by Client's non-performance. The Parties agree that such a breach of the terms of this Agreement would result in irreparable harm to the PEGLEG, as well as damages to PEGLEG which would be impossible to calculate. Thus, in the event the Client is

unable to fulfill the requirements of this Agreement, such failure shall give rise to a presumption of damages, and any court of competent jurisdiction shall assume liquidated damages as set forth herein.

Specifically, the Parties stipulate that the damages sustained by the PEGLEG for Client's failure to perform would include damages to PEGLEG for an interruption in PEGLEG's ability to replace the booking, to re-book and re-allocate its time, resources, and labor, and PEGLEG's inability to quickly replace the same as a result of the fact that the booking for Client is unique, which requires unique planning and allocation of such resources, which cannot be replaced upon such short notice. All of these conditions would result in monetary damages to PEGLEG, all in an amount which would be difficult, if not impossible to fully calculate. Therefore, Client agrees that any failure to fulfill its' obligations hereunder shall entitle PEGLEG to an award of liquidated damages in the amount of Initial Deposit, which damages shall be in addition to any actual damages which may be proven. Both Parties agree and acknowledge that the amount stated hereinabove is a reasonable figure which may, at least, approximate some portion of the range of damages which would be sustained by PEGLEG by the Client's breach under the terms of the Agreement. Further, in addition to all damages recoverable under the terms of this Agreement, the prevailing party in any Action brought to enforce the terms of this Agreement shall be entitled to an award of costs and actual attorney's fees.

3. Cancellation by Client / Pegleg Policies

PEGLEG's policy regarding Cancellations is as follows:

Off campus and per person events: Minimum guarantee shall be owed to PEGLEG if due if cancelled within 12 months of Event date.

On campus events: Any cancellation of an "On Campus" event must be received by PEGLEG no later than sixty (60) days prior to the scheduled Event in order to allow PEGLEG a reasonable opportunity time to rebook and re-allocate its time and resources.

Any cancellation of an On Campus event not actually received by PEGLEG prior to the sixty (60) day time frame prior to the scheduled event will result in the Full Payment price for the event being due and owing to PEGLEG. However, in such instance, PEGLEG shall credit CLIENT fifty percent (50%) of that amount towards a future event if such event takes place within one (1) year from the date of the originally scheduled Event date.

Coordination Payments: PEGLEG shall perform certain coordination work in advance of the Event in conjunction with persons designated by CLIENT. Services for Coordination shall be billed separately, and shall be due at the outset of engagement between PEGLEG and CLIENT. All Coordination payments are non-refundable, as PEGLEG performs such services far in advance of the Event.

4. Miscellaneous Provisions

a. This Agreement, to include the Schedules appended hereto, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

b. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party has been represented by or been given the full and effective opportunity to be represented by, counsel of its own choice throughout all of the negotiations, preparation, and execution of this Agreement. Nothing in this Agreement shall be deemed or construed to create a relationship between the Parties as partners, joint venturers, agents or principals of one another. Neither Party shall have the authority to bind one another, or to incur any liability on behalf of the other whatsoever. Each Party shall be solely responsible for its own taxes arising out of any matter arising out of the fulfillment of this Agreement.

c. This Agreement can only be amended or modified by a writing signed by both Parties. Emails, texts, other forms of electronic communication cannot amend, modify, or waive any portion of this Agreement.

d. This Agreement inures to the benefit of, and is binding upon, each Party and any of their approved successors and assigns. If any portion of this Agreement is held to be void, invalid or inoperative by a tribunal of competent jurisdiction, that decision will not affect any other portion of this Agreement, the remainder of which remains fully binding and effective.

e. A waiver by a Party of any breach or of any provision of this Agreement, is not a waiver of any subsequent breach or provision, whether or not similar, or a permanent modification of this Agreement. Each Party has a duty to execute with acknowledgments or affidavits, if the Party requires, any and all further documents and writings which may be necessary or expedient, in each Party's discretion, in the creation and performance of this Agreement.

f. Section headings are for convenience only and are not to be used to construe or interpret anything in this Agreement.

g. As used in this Agreement, the terms "Agents or employees" includes the directors, officers and employees of any of the Parties, it also includes the Confidant, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned. Whether expressed or not, the provisions of this Agreement are deemed to bind the Agents and Employees of each Party executing this Agreement.

h. No right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.

i. No agency or partnership relationship is created between the Parties by this Agreement.

j. Electronic Signatures in this document are within the parameters establishing the legality of electronic signatures in the United States - the Electronic Signatures in Global and National Commerce Act (ESIGN, 2000) and the Uniform

Electronic Transactions Act (UETA, 1999). Both E-SIGN and UETA establish that electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures stating: A document or signature cannot be denied legal effect or enforceability solely because it is in electronic form.

k. ANY and ALL additions, modifications, and waivers of this Agreement must be made in writing and signed by all Parties. However, the failure of a Party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

l. This Agreement is made and shall be governed and construed in accordance with the laws of the State of California. Proper venue shall be determined by Rules of Civil Procedure pertaining to venue in any jurisdiction.

m. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable.

n. Indemnifications.

PEGLEG shall fully indemnify, hold harmless and defend CLIENT and its directors, officers, employees, agents, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlement, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arise out of or relate to any act or omission of PEGLEG ENTERTAINMENT.

CLIENT shall fully indemnify, hold harmless and defend PEGLEG ENTERTAINMENT and its directors, officers, employees, agents, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlement, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arise out of or relate to any act or omission of CLIENT.

o. WAIVER OF LIABILITY/ INSURANCE, AND ASSUMPTION OF RISK. CLIENT acknowledges that there are risks associated with events such as

dances and rallies. CLIENT hereby knowingly and freely assumes and accepts all risks, including the risks of personal property damage, personal and physical injury, and death to persons as well as unforeseen risks attendant to events such as that for which CLIENT now contracts. CLIENT acknowledges and agrees that PEGLEG ENTERTAINMENT shall not be liable for the death of, or injury to any person, and/or damage to or destruction of any property which may occur as a result of the Event, except as that which may occur directly caused by PEGLEG's sole gross negligence, willful misconduct or fraud, whether arising from the condition of the equipment or otherwise. CLIENT shall be fully responsible and promptly pay and indemnify PEGLEG for loss or damage caused by CLIENT, CLIENT'S guests or persons or entities hired by CLIENT.

PEGLEG agrees to maintain a \$4 million liability policy, \$1 million auto and Worker's Compensation coverage pertaining to the Event. Upon request by CLIENT, PEGLEG will name CLIENT as an additional insured and issue a certificate of insurance to CLIENT for such coverage.

p. **Force Majeure:** In the event either party is unable to perform its obligations under the terms of this Agreement because of an act of God, unforeseen event(s), pandemic, strikes, equipment or transmission failure or damage reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform, including any obligations to pay for services not yet rendered at the time of the intervening Force Majeure event. Should the contemplated services be subject to a Force Majeure event, all monies excluding payments for Coordination Services will be refunded to CLIENT. If the CLIENT opts to reschedule the event, all monies not otherwise refunded to CLIENT, including for Coordination Services will be credited towards the rescheduled event.

In the event of a COVID-19 incident which results in a lockdown or quarantine Order, or in the event of laws, ordinances, regulation, or Orders by State or Local Authorities resulting from outbreaks relating to COVID-19, either Party may terminate this Agreement without any liabilities or obligations under this contract. In the event that PEGLEG cancels due to a COVID-19 related incident, all monies received by PEGLEG for payment for Event services will be refunded to CLIENT.

In the event that the CLIENT cancels due to a COVID-19 related incident by way of laws, ordinances, regulation, or Orders by State or Local Authorities, all monies excluding payments received for Coordination Services will be refunded to Client. If the CLIENT chooses to reschedule the event, for a time within one year of the lifting of any COVID-19 related laws, ordinances, regulation, or Orders by State or Local Authorities, all monies including Coordination Services payment will be credited towards the rescheduled event.

q. Dispute Resolution. PEGLEG ENTERTAINMENT and CLIENT agree that any and all disputes or claims arising between them out of this event, or any resulting transaction, shall be resolved through binding mediation, and each Party waives any right to proceed to a Court or Jury Trial relating to any such claim or dispute. Arbitration fees shall be divided equally between the Parties, with the prevailing Party being entitled to an award of costs and attorneys' fees.

r. Governing Law. This Event shall be governed by, and enforced in accordance with, the laws of the State of California.

s. Severability. If any part of this Event is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder shall not be invalidated thereby and shall be given full force and effect so far as possible.

t. Amendment or Waiver. No amendment or modification of this Agreement or waiver of any provision thereof shall be effective unless approved by a writing signed by PEGLEG and CLIENT. Any waiver of any provision shall not be deemed a continuing waiver but only a waiver for the specific instance and for the specific purpose for which given.

u. Authority to Sign. Each person signing this Agreement on behalf of an entity represents and warrants to the other party that such person has full authority to sign this Agreement and bind that Party's principal.

v. This Agreement constitutes the entire understanding between all the Parties and supersedes all previous understandings, agreements, communications

and representations, whether written or oral, concerning the discussions by and between the Parties hereto regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

Agreed to and accepted by:

**PEGLEG ENTERTAINMENT, INC., a
California Corporation**

DATED: _____

By: _____

Perris Union High School District

DATED: _____

By: _____

Printed name and title: _____

SCHEDULE B

GUEST COUNT POLICIES

The Parties Agree to the following Terms which shall comprise the Guest Count Policies pertaining to this Agreement as it relates to the Event:

Contract price is based, in part, upon Guest Count.

Client shall provide prior to execution of this Agreement, an anticipated Guest Count. In the event Client is unsure of exact Guest Count, Guest Count shall, in good faith, correspond, generally, to ticket sales.

CLIENT shall give PEGLEG ENTERTAINMENT a final guaranteed Guest Count at least 3 days prior to the event.

If CLIENT does not provide a Guest Count, then PEGLEG shall assign a Guest Count based upon the minimum guarantee, which Guest Count number shall be deemed adopted by CLIENT.

Should the CLIENT request an increase in the number of guests beyond the minimum guarantee, CLIENT agrees to pay additional charges for such increase based upon an agreed price per additional Guest, and such payment shall be received by PEGLEG prior to the Event.

Any increase in the number of guests must be approved by the PEGLEG in writing prior to the Event and PEGLEG may, in its sole discretion, refuse to approve an increase in the number of guests.