

# TERMS AND CONDITIONS

## **GENERAL** (Applies To All Contracts)

This contract may not be amended in any way except for in writing.

I understand and agree to the terms and conditions of this contract.

All invoices are due and payable on the sale/lease date. A 2% per month (24% per annum) Finance Charge will apply to all overdue invoices.

If an invoice is 15 days or more overdue, the account will be placed on Credit Hold. If an account reaches over 30 days past due, the account holder may risk cancellation of their credit status and must make future purchases with payment in advance.

The purchaser agrees that all collection fees, legal fees on a solicitor, and own client basis, court costs or any other expense involved in the collection of payment for this invoice will be borne by the purchaser.

All Payments and/or deposits made to IEG inc are considered non-refundable and only with written authorization from IEG Inc, can the payment amount be used as credit for a future service or rental.

I hereby personally agree to make the full payment for all charges incurred by this contract.

## **ACKNOWLEDGMENT** (Applies Only To Disc Jockey Music Supply Contracts)

As the Proprietor/Partner/Director or Officer of THE COMPANY, (the company and head office address as set out on reverse and/or attached) I acknowledge that THE COMPANY is a commercial subscriber and leases digital programs from the INNOVATIVE ENTERTAINMENT GROUP INC. And/or one of its authorized dealers.

That the INNOVATIVE ENTERTAINMENT GROUP INC. has entered into a music supply licensing agreement with AVLA Audio-Video-Licensing-Agency ("AVLA"). I/We acknowledge that as a commercial subscriber and lessee of INNOVATIVE ENTERTAINMENT GROUP INC., THE COMPANY is subject to the terms and conditions of the agreement between AVLA and the INNOVATIVE ENTERTAINMENT GROUP INC. including but not limited to the following:

1) Recorded musical compositions embodied on digital programs leased from the INNOVATIVE ENTERTAINMENT GROUP INC. are not to be duplicated, sold or otherwise distributed, pledged, mortgaged or in any other way encumbered.

2) The copyright in the recorded musical compositions embodied on digital programs leased from the INNOVATIVE ENTERTAINMENT GROUP Inc. are the property of AVLA member Record Companies

3) The term of any lease agreement for digital programs with the INNOVATIVE ENTERTAINMENT GROUP INC. is subject to and terminates upon the termination of the AVLA/INNOVATIVE ENTERTAINMENT GROUP INC. licensing agreement and all INNOVATIVE ENTERTAINMENT GROUP INC.'s digital programs must be returned to the INNOVATIVE ENTERTAINMENT GROUP INC. or to AVLA upon written notice of termination.

I acknowledge that digital programs which are licensed through AVLA and supplied by the INNOVATIVE ENTERTAINMENT GROUP INC. will have a unique serial number. Any recordable digital programs that do not have a unique serial number are not licensed under the agreement between AVLA and the INNOVATIVE ENTERTAINMENT GROUP INC

The lessee understands that this acknowledgement applies to this particular lease and any subsequent leases that the two parties may enter into at a future date.

## **DJ SERVICES** (Applies only to RSM Productions DJ Service Contracts)

I agree that if additional services are requested (i.e. beyond the hours that are set above or reverse) I will pay Innovative Entertainment Group Inc. the sum of \$75.00 (seventy-five dollars) for each additional hour or portion of overtime, prior to the commencement of such services.

I also agree that the balance payable to the Innovative Entertainment Group Inc. shall not be decreased, nor shall Innovative Entertainment Group Inc. be required to perform beyond the latest hour set out above, on account of any delays commencing their performance occasioned by myself, any guests or any other persons over who Innovative Entertainment Group Inc. has no control or authority over.

I also acknowledge that Innovative Entertainment Group Inc. requires adequate lead time to set up for their performance after they have been granted access to the setup area. I am also aware that I am responsible to provide a 220 Volt 40 Amp Range Receptacle within 100 ft. of the setup area for functions using a lightshow over 20ft in Length.

I understand that the obligations of Innovative Entertainment Group Inc. to perform the services provided for herein are subject to their proven detention by sickness, injury, accidents, epidemics, accidents to means of transportation, Acts of God or any other legitimate conditions beyond the control of Innovative Entertainment Group Inc..

I understand that I am responsible to pay for any and all damages that may be caused by any persons (invited or uninvited) attending this function (i.e. damages to the premises where the function is taking place and/or the equipment being used by RSM Productions).

I understand that if payment is due at the time or before the DJ arrives to set-up for the Services I have contracted for.

I understand that the deposit I pay to Innovative Entertainment Group Inc. will not be refunded in the event I cancel this contract for any reason whatsoever. However, the deposit may be used as a credit for another event if it held on or before September 30th of the following year. In the event that I cancel this contract within 72 (Seventy-two) hours of the function, I will be responsible to pay RSM Productions 50% (fifty percent) of the total balance within 10 (ten) days.

In order to facilitate an adequate amount of time for RSM Productions to properly prepare for my function, I understand that I am responsible to submit any special song requests to RSM Productions at least 14 (fourteen) days prior to the date of the function.

## **RENTALS** (Applies only to Equipment Rental or Equipment Lease Contracts)

The lessee acknowledges that he/she has examined the equipment referred to and agrees that such rented equipment is in good repair and in proper working order.

Rental period commences on the date equipment is shipped to lessors depot.

Minimum rental period is one day.

The lessee shall pay all transportation charges from and to the lessors depot.

The lessee shall pay the cost of making all repairs necessary to maintain the equipment in as good a state of repair as it was when received from the lessor (excepting normal wear).

The lessee shall indemnify the lessor against all loss or damage caused by the negligent handling or operation by the lessees employees during the rental period, and the lessor has no liability for damages of any kind arising out of the lease whether by the negligence of the lessor or otherwise.

This is a contract for lease only and nothing herein conveys to lessee any right, title or interest in or to any of the equipment except as lessee.

The lessee shall not assign this lease or sublet the equipment. The lessor shall have the right to assign this lease and/or the rentals due hereunder and lessee agrees to honor any such agreement in accordance with its terms upon receipt of written notice thereof.

In case of loss or destruction of equipment or loss of possession thereof inability to return same to Innovative Entertainment Group Inc. the lessee agrees to pay Innovative Entertainment Group Inc. immediately the complete and full value of equipment in cash.

The lessee agrees to compensate Innovative Entertainment Group Inc. for the amount of the reverse and/or attached rental rates for each day consumed while equipment is in the process of recovery or repair.

The lessee agrees that all charges for the rental will be paid in advance or immediately upon return of the described equipment and that all collection fees, legal fees on a solicitor and own client basis, court costs or any other expense involved in the collection of rental charges will be borne by the lessee.

The lessee further agrees that Innovative Entertainment Group Inc. may terminate this rental agreement at any time and demand return of the rented equipment and payment in full of all rentals owing in which case the lessee agrees to return the said equipment and pay the said rentals immediately in full.

The lessee agrees to insure to the full value of the described equipment for loss due to fire, theft, and other potential Acts of God. The lessee also agrees to provide documentation to Innovative Entertainment Group Inc. upon demand.

The lessee also agrees not to return the described equipment without the presence of an Innovative Entertainment Group Inc. agent. Failing to comply with this will result in a \$50.00 (fifty) dollar fine.

## **TEMPORARY OCCUPANCY** (Applies to Tradeshow Contracts)

Payment: The license fee, GST, and Additional Cost as set out in this Temporary Occupancy Lease must be paid in advance, Total Due 1(One) month prior to the Event by CASH, MONEY ORDER(s) or CERTIFIED CHEQUE(s), CREDIT CARD or REGULAR CHEQUE.

Early Termination: you may not terminate this license on less than 90 days notice. If you terminate this license in less than 90days notice, you must pay a cancellation fee of half of the original contract rate plus applicable taxes. If you terminate this license in less than 30 days notice, you must pay the full amount plus applicable taxes.

1. The licensee covenants and agrees with the Licensor as follows:

a) To pay the fee (s) as stated above, payable in advance by cash, certified cheque or money order.

b) Not to use the licensed area for any other purposes except as set out above.

c) The Licensee will indemnify and save harmless the Licensor and all persons for whom it is in law responsible from any and all liabilities, damages, costs, claims, suits or sections arising out of any damages to property including Loss of use therefore, and any injury to any person or persons, including death resulting at any time therefrom, occasioned by any act or omission of the Licensee, its officers, agents, servants, employees, contractors, customers, invitees, or licensees, or occurring on or in the Premises or any part thereof arising from or occasioned by any cause whatsoever.

d) To adequately insure for public liability in the amount of \$1, 000, 000 and to provide the Licensor on demand with proof of such insurance;

e) To secure at the expense of the Licensee all licenses, permits, and authorizations required by any competent government body and agrees to provide the Licensor with proof of having secured same, if required.

f) To abide by and ensure that it's agents and employees abide by all applicable government regulations and will conduct it's affairs with strict conformity in the venue with regulations imposed by the Licensor or the venue.

g) Not to assign or transfer this license.

h) That in case the Licensor will (i) fail or refuse to comply with the order or requests of the Licensor or it's managers, or (ii) permit any conduct or act which in the opinion of the Licensor is improper, or renders it inadvisable that the Licensee should be Allowed to carry on business under this license, or (iii) fails to comply with other terms and conditions herein, the Licensor may immediately terminate the license and take possession of the licensed area and at the cost of the Licensee remove him and all property therefrom, by force if necessary, and the Licensor will not, nor will the manager or any of it's officers, servants or agents, be liable in damages or otherwise by reason of such termination or removal, and not withstanding such termination or removal the Licensee will pay in full the fee set out in Subparagraph (a) above:

i) That in the case of payment of fees and all other monies is not made in accordance of terms hereof, this license may be cancelled by written notice from the Licensor without prejudice to the Licensor's right to recover all monies due and owing under this license;

j) This license is terminable by the Licensor at any time upon five (5) days of notice;

k) Upon the termination of this license, the Licensee will deliver to the Licensor vacant possession of the licensed area in the condition which the Licensee received it. The Licensee is required to repair, maintain and keep the licensed area in the manor in which it was found;

2) The Licensee must be set up completely and ready for business at the above stated time. If in fact the Licensee is late in arriving he will not be allowed to set up in the following day. Notwithstanding such action by the Licensor, the Licensee will pay in full the fees set out in paragraph (A)

3) The Licensee will operate and man the display during event hours, which may change from time to time.

4) The Licensee will not solicit business outside the licensed area.

5) All tables must covered with a tablecloth and with approved skirting.

6) Card tables and lawn chairs are not allowed.

7) Signage must be either professionally done, made with stencil or leterset. Freehand signage is not allowed.

8) Consumption of food, drink nor smoking within the display area is not permitted unless prior authorization is obtained, in writing, from management.

9) All electrical wires or cords must be secured to the floor using licensor approved methods from the outlet used to the display area and will not cross high traffic areas.

10) Receiving doors must be used to load and unload display equipment and merchandise.

11) The entrances to the parking lot of the venue shall not be blocked at any time, nor shall your use of the set area interfere with the customers or the normal operation of the venue. Your vehicles must be parked in areas designated by the venue.

12) The lessee hereby personally agrees to make full payment for all license fees and additional costs if applicable on behalf of the above business.

ANY notice herein provided or permitted to be given by the Licensor to the Licensee will be sufficiently given to the Licensee at the licensed area. Such notice may be delivered either personally or by prepaid registered post and, if so posted will be deemed to have been received within three (3) days of the posting thereof.

In the license the word "manager" will mean and include the manger of Innovative Entertainment Group Inc. and any other person for time being in charge of the Innovative Entertainment Group Inc. and any word singular where to context permits will include the plural.

## **SALES** (Applies to all Sales Contracts)

All sales remain the full property of Innovative Entertainment Group Inc. until paid in full.

All Sales Final.

Please keep this receipt for your warrantee.

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