

Building Block Racers Event Service Agreement

This Professional Service Agreement ("Agreement") is made and entered into as of Event Date: ____/____/____, by and between:

Customer:

Name: _____ Phone: _____

Address: _____

(Hereinafter referred to as "Customer". All event guests of Customer and participants associated with the event are an extension of the Customer and the Agreement will apply to the Customer, guests and participants.)

Service Provider:

Building Block Racers

Mesa, AZ Phone: (951) 972-6447

(Hereinafter referred to as "Service Provider")

Collectively referred to as the "Parties."

1. Scope of Services

The Service Provider agrees to provide the following services ("Services") to the Customer:

- Hourly rental of mobile Racing Track and Building Block racing materials. Customer determines event venue.
- An Event Organizer to set up racing equipment and directs Customer on use of building materials / racing format.
- Optional: Photo Digital Package provided by Service Provider to Customer. Additional details and fee apply.

2. Term of Agreement

This Agreement shall commence on Event Date: ____/____/____. Event Start Time: ____:____ and Event End Time: ____:____. The Event begins with the Event Organizer welcoming participants. Start and End Event Dates and Times subject to change due to Event Date circumstances, delays and/or Customer changes. ALL payments are final. Deposit amounts are non-refundable and full payment follows the same policy. However, if an event is canceled prior to the Event Date you still have access to the credit of your event order amount up to 1 year from the original Event Date. Or as easy as changing the date of the event within that year period. Event reservation dates are not confirmed until deposit amounts or full payment is confirmed and approved. Approved deposits required 48 hours prior to the requested event date and time. Balances due are required to be paid in full before the start time on the Building Block Racers event date.

____ Initials

3. Fee and Payment Terms

3.1 Fees:

The Customer agrees to pay the Service Provider the sum of \$_____ for the services provided under this Agreement.

3.2 Payment Schedule:

Payments will be made as follows:

- \$_____ for the first hour of the event. \$_____ for each consecutive hour or partial portion of consecutive hours Service Provider facilitates and provides Services.
- Services are not prorated and provided for periods of one full hour at a time. Total number of hours of services determined by Customer and Service Provider based on terms of the Agreement.

3.3 Payment for Services:

The Service Provider and Customer shall both agree on approved payment method. Payments are consider made when payment has been confirmed and approved by Service Provider. ALL payments are final. Deposit amounts are non-refundable and full payment follows the same policy. However, if an event is canceled prior to the Event Date you still have access to the credit of your event order amount up to 1 year from the original Event Date. Or as easy as changing the date of the event within that year period. Event reservation dates are not confirmed until deposit amounts or full payment is confirmed and approved. Approved deposits required 48 hours prior to the requested event date and time. Balances due are required to be paid in full before the start time on the Building Block Racers event date.

____ Initials

4. Responsibilities of the Parties

4.1 Customer Responsibilities:

- Provide a suitable location/venue at the expense of the Customer. Location should have electrical access.
- Other costs including but not limited to insurance, supervision, utilities or other services not spelled out in the Agreement are sole responsibility of the Customer.
- Provide necessary information, materials, and access to resources required for the Service Provider to perform the services. Respond to inquiries and requests from the Service Provider in a timely manner.
- A Customer assigned parent or guardian must be in the same room the whole time, as the event is taking place.

4.2 Service Provider Responsibilities:

- Perform the services outlined in Section 1 in a professional and diligent manner.
- Meet the agreed deadlines and deliverables.

5. Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary or confidential information exchanged during the course of this Agreement. Confidential information shall not be disclosed to any third party without prior written consent, except as required by law.

6. Independent Contractor Status

The Service Provider is an independent contractor and not an employee of the Customer. The Service Provider is responsible for paying all taxes, insurance, and other statutory obligations arising from compensation under this Agreement.

7. Termination

7.1 Termination by Either Party:

Either Party may terminate this Agreement by providing written notice to the other Party, no later than 5 days prior to Event Date.

7.2 Termination for Cause:

Either Party may terminate this Agreement immediately if the other Party breaches any material provision and fails to cure the breach within 3 days after receiving written notice of such breach.

7.3 Effect of Termination:

Upon termination, the Customer shall pay the Service Provider for all work completed up to the date of termination.

ALL payments are final. Deposit amounts are non-refundable and full payment follows the same policy. However, if an event is canceled prior to the Event Date you still have access to the credit of your event order amount up to 1 year from the original Event Date. Or as easy as changing the date of the event within that year period. Event reservation dates are not confirmed until deposit amounts or full payment is confirmed and approved. Approved deposits required 48 hours prior to the requested event date and time. Balances due are required to be paid in full before the start time on the Building Block Racers event date.

____ Initials

8. Indemnification

The Service Provider agrees to indemnify and hold harmless the Customer against any claims, losses, or damages arising from the Service Provider's performance of services, except for those resulting from the Customer's negligence or willful misconduct.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of _____, without regard to its conflict of law principles.

10. Dispute Resolution

In the event of a dispute, the Parties agree to attempt to resolve the matter through mediation before resorting to litigation. If the dispute cannot be resolved through mediation, the Parties may pursue legal remedies in the appropriate court.

11. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.
 - **Amendments:** Any amendments or modifications to this Agreement must be in writing and signed by both Parties.
 - **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.
-

IN WITNESS WHEREOF, the Parties have executed this Professional Service Agreement as of the date first written above.

Customer:

Name: _____

Signature: _____ Date: ____/____/____

Service Provider:

Name: _____ On behalf of Building Block Racers

Signature: _____ Date: ____/____/____