

## EVENT SERVICES AGREEMENT

This Event Services Agreement (this "Agreement") is entered into by Rock The Bike, LLC., a California limited liability company whose address is 6323 San Pablo Avenue, Oakland, Calif., 94608, USA ("**RTB**"), and

("Company"). Any individual who performs Services on Company's behalf for RTB under this agreement is a "**Representative**." This Agreement is effective as of \_\_\_\_\_ (the "**Effective Date**").

1. **Services and Fees.** RTB will assign one or more Representatives to perform the following services (the "**Services**") for a total cost of \_\_\_\_\_ (\$ \_\_\_\_\_) (the "**Fee**").
  - a. \_\_\_\_\_ stationary bike(s) that \_\_\_\_\_ (the "**Bike**") for guests at \_\_\_\_\_ on \_\_\_\_\_. The Bike shall be fully operational between the hours of \_\_\_\_\_, excluding time to setup and breakdown.
  - b. Additional notes: \_\_\_\_\_

RTB will furnish all tools, materials, and licenses and incur all expenses necessary for it and its employees to perform the Services. Company will incur Third Party related expenses, such as hotel corkage fees, on-site Union employment, or on-site show freight costs, or other expenses that are related to the event, but not outlined as provided by RTB on \_\_\_\_\_. We intend to provide the results specified in the estimate (# of bikes, # of crew, on time, prepared, etc.) and reserve the right to make substitutions for how we achieve these results, depending on gear and team availability.

2. **Term and Termination.** This Agreement starts on the Effective Date and ends on the completion of the Services set forth in Section 1 hereof ("**Term**"). The Term is not renewable and shall not be extended. This agreement shall not be voided by either party, regardless of the circumstances, unless otherwise agreed upon, in writing, by both RTB and the Company. Company agrees to not receive 50% of the total invoice back if the event is cancelled, or services no longer necessary, to cover costs RTB has already paid to attend the event.
3. **Confidentiality.** Each party hereunder and their employees will treat as confidential and not share with any third party any information that is related to or obtained in connection with providing the Services, including without limitation all corporate information related to each party's business, any information related to any employees, temporary employees or Models of a party or any of affiliated entities and any third-party information that is designed to keep confidential (the "**Confidential Information**"). Confidential Information includes any information that may become known to Company or its Representatives that is not generally known to the public or available in publicly disclosed records or documents relating to RTB's business, its intellectual property, employment or other business practices or operations.
4. **Representations and Warranties.** Company represents and warrants that (a) it possesses full power and authority to enter into this Agreement, and to carry out its obligations hereunder; (b) neither it nor any of its employees will improperly use or disclose to RTB any confidential or proprietary information or trade secrets of any third party in their performance under this Agreement; (c) neither it nor any of its employees will bring onto RTB's premises any proprietary information of any third party; (d) the performance of this Agreement by Company and/or its employees will not breach any separate agreement by which Company is bound, or violate or infringe any rights of any third party; (e) it and its employees will comply with all applicable federal, state or local laws and ordinances applicable to this Agreement.

RTB represents and warrants that (a) it possesses full power and authority to enter into this Agreement, and to carry out its obligations hereunder; (b) neither it nor any of its Representatives will improperly use or disclose to RTB any confidential or proprietary information or trade secrets of any third party in their performance under this Agreement; (c) neither it nor any of its Representatives will bring onto Company's premises any proprietary information of any third party; (d) the performance of this Agreement by RTB and/or its Representatives will not breach any separate agreement by which RTB is bound, or violate or infringe any rights of any third party; (e) it and its Representatives will comply with all applicable federal, state or local laws and ordinances

applicable to this Agreement, and (f) it and its Representatives have the qualifications and ability to perform the Services in a diligent and professional manner, without the advice, control or supervision of RTB.

5. **Indemnification.** Company agrees to indemnify, defend and hold harmless RTB, its subsidiaries and affiliates, and each of their respective officers, directors, employees and agents from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and other reasonable related and costs) arising out of or in connection with (a) any breach or alleged breach of any of its representations or warranties set forth in this Agreement or (b) the negligence, willful misconduct, acts, errors and omissions of Company related to RTB performing the Services.

RTB shall indemnify and hold harmless the Company, its parent, subsidiary and affiliated companies, and each of its respective officers, directors, agents, representatives and employees from and against any and all losses, liabilities, costs, expenses, claims, damages, demands, bodily injury, illness, death or damage to or loss of property in any way or other obligations (including, without limitation, reasonable attorney's fees and disbursements), which arise out of or relate to (a) any defects in the equipment used; (b) negligence or willful misconduct from RTB and its employees, contractors and agents; and (c) any breach of any of RTB's representations, warranties or covenants under this Agreement.

6. **Notices.** A party giving any notice under this Agreement will send the notice to the other party at its address as set forth above and will be deemed given (a) upon delivery, if personally delivered, (b) four business days after being deposited in the United States mail, properly addressed, postage prepaid, certified mail, return receipt requested or (c) the next business day, if sent by pre-paid overnight courier. A party may change its address for notice by email to the other part, which address for (i) RTB is [customerservice@RockTheBike.com](mailto:customerservice@RockTheBike.com) and (ii) Company is \_\_\_\_\_).

7. **Insurance.** RTB shall obtain and maintain professional liability insurance in full force and effect, at RTB's own costs and expense and in Company's name, during the Term of this Agreement and for two years following termination, including, without limitation, disability and workers' compensation insurance. RTB will also obtain and maintain a certificate of insurance that can extend to the Company if requested.

8. **General Provisions.** This Agreement is governed by the laws of the State of California, excluding its conflict of law provisions. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California for claims brought under or in connection with this Agreement. Each party operates as an independent contractor in fulfilling its obligations under this Agreement. If a court of competent jurisdiction determines that any provision of this Agreement is void, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. Sections 1, 3, 4, 5, 6, and 7 shall survive the termination or expiration of this Agreement. This Agreement (a) constitutes the entire agreement of the parties relating to the subject matter hereof, (b) may be amended only by a writing signed by duly authorized representatives of each party and (c) may be signed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one instrument. Facsimile or other forms of electronic copies of signatures will be treated as originals for all purposes.

**Rock the Bike, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Sales and Customer Service

Date: \_\_\_\_\_

Date: \_\_\_\_\_