

AGREEMENT FOR SERVICE

AGREEMENT FOR SERVICE BETWEEN

(Client)

OF THE FIRST PART

- AND -

Top Off Events
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to agreement agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with requested services outlined in final agreement and such other services as the Customer and the Service Provider may agree upon from time to time (the "Services"). The Service Provider hereby agrees to provide such Services to the Customer at event location agreed upon in final agreement.

Term of Agreement

- 2. The term of agreement will begin on date and time agreed upon in final agreement, and will remain in full force and effect until agreed upon end date and time outline in final agreement. subject to earlier termination as provided in agreement, with the said term being capable of extension by mutual oral agreement of the parties.
- 3. In the event that the Customer wishes to terminate agreement at a date before completion, they will be required to provide a notice period of 3 weeks.
- 4. Except as otherwise provided in agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of agreement take effect.

Compensation

6. For the services rendered by the Service Provider as required by Agreement, the Customer will pay to the Service Provider compensation amounting to full amount as agreed upon in final agreement. This compensation will be payable as followed: (50%) down payment upon agreeance and acceptance of service agreement (due 3 weeks prior to event start date), with the balance due 7 days prior to event's start date, unless service provider provides written agreement that client may pay at end of event while agreement is in force.

7. Additional Compensation

In addition to the above compensation, the Service Provider will be entitled to additional compensation for performing the specific services and compensation amounts outlined in final agreement for each half hour or portion of half hour past scheduled event end time.

The Service Provider will also be entitled to ½ hour of travel time per staff member based on staff hourly rate should event location be more than 25 miles from Service Provider's base location (Raleigh, NC 27610-3765.) Travel compensation due at time of balance payment.

Provision of Extras

8. The Customer understands that Top Off Events provides the service only. The customer agrees to provide all necessary items for Top Off Events usage to complete agreement. (i.e.: – food, utensils, liquor, etc.)

Capacity/Independent Contractor

9. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under agreement. The Service Provider and the Customer acknowledge that agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

10. Any amendment or modification of Agreement or additional obligation assumed by either party in connection with agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

11. All notices, requests, demands or other communications required or permitted by the terms of agreement will be given in writing and delivered to the parties of agreement as follows:
 - a. Client Name

- b. Client Address
Client Email & Client Phone #

- c. Top Off Events
3419 Bell Dr Raleigh, NC 27610
Email: klawson@topoffevents.com Phone: 919-591-5205

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

- 12. In the event that legal action is brought to enforce or interpret any term of agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Entire Agreement

- 13. It is agreed that there is no representation, warranty, collateral agreement or condition affecting agreement except as expressly provided in agreement.

Limitation of Liability

- 14. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

- 15. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Endurance

- 16. Agreement will endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

- 17. Except as otherwise provided in agreement, all monetary amounts referred to in agreement are in United States dollars.

Titles/Headings

- 18. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting agreement.

Gender

19. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

20. It is the intention of the parties to agreement that agreement and the performance under agreement, and all suits and special proceedings under agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Photographs

21. Top Off Events reserves the right to request professional photographers to include working shots of Top Off Events staff to be used by Top Off Events for advertising purposes. Professional pictures used by Top Off Events will be credited to said photographer. The customer will ensure that Top Off Events has access to said pictures. Top Off Events reserves the right to take pictures of the event and to publish said pictures within their advertising and on their web site.

Top Off Events