

SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective _____, 20__ ("Effective Date") by and between Hi Rio Events LLC d/b/a Rio Event Design, a Hawaii limited liability company ("Rio") and _____ ("Event Coordinator"). Rio and Event Coordinator are each individually referred to herein as a "Party" and collectively as the "Parties".

Recitals:

A. Rio is in the business of providing rental equipment and related items for events and parties (the "Services") on the terms set forth in its standard Rental Contract Terms and Conditions, a copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full (the "Rental Contract Terms");

B. Event Coordinator is in the business of coordinating, arranging, promoting, planning, and executing events (each an "Event") on behalf of its clients (collectively the "Customers," each a "Customer"); and

C. Event Coordinator desires to engage Rio as an independent contractor (non-employee), and Rio has agreed, to perform certain Services (as more fully set forth herein and in each "Rental Contract" as defined below) for the benefit of Event Coordinator and one or more Customer(s) during the "Term" set forth in Section 1.

Agreements:

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of _____ (____) consecutive calendar _____ thereafter (the "Term"), unless earlier terminated by either Party in accordance herewith. The Term shall automatically renew and extend for continuous and consecutive like periods, unless prior to the end of the then current Term, either Party delivers at least thirty (30) days' written notice to the other of its election to forego such renewal and extension, and instead, terminate this Agreement as of the end of the then-current Term.

2. Duties and Responsibilities of Contractor. Rio shall provide the Services described above, including but not limited to, providing rental equipment and related items (collectively, "Rented Item(s)") for events and parties to be coordinated, arranged, promoted, planned, and executed by the Event Coordinator for itself and/or for or on behalf of its Customers. Such Services will be further detailed in each individual contract for provision of Rented Item(s) and/or Services by and/or at the direction of Rio (each of which contracts shall be deemed to incorporate the Rental Contract Terms) to or as directed by the Event Planner (each such contract, together with the Rental Contract Terms, being referred to in this Agreement as a "Rental Contract").

3. Agreement Structure. This Agreement sets forth the basic terms that shall apply to the performance of Services by or at the direction of Rio (including without limitation, the provision of Rented Item(s)) during the Term and shall serve as a master agreement between the Parties. In the event of a conflict between any Rental Contract and this Agreement, the terms of the Rental Contract shall control, unless the Rental Contract expressly states that the terms and conditions of this Agreement control. Specific terms contained in a Rental Contract shall not affect any other Rental Contract unless otherwise specifically agreed in writing by the Parties. The Parties intend for the express terms and conditions contained in this Agreement (including any Schedules and Exhibits hereto) and in any Rental Contract to exclusively govern and control each of the Parties' respective rights and obligations regarding the substance thereof, and the Parties' agreement in each case shall be deemed expressly limited to such terms and conditions. Any contrary, additional or different terms contained in any confirmation, invoice, or other communication from Event Coordinator or any Customer to Rio, and any other attempt to modify, supersede, supplement or otherwise alter this Agreement, shall be deemed rejected by Rio and will not modify this Agreement or be binding on the Parties unless such terms have been separately and specifically approved in writing by each of the Parties.

4. Compensation. In exchange and as compensation for the Services provided by Rio pursuant to this Agreement, Event Coordinator will fully and timely pay to Rio the amounts specified in each applicable Rental Contract.

5. Term and Termination. Subject to the remaining terms of this Agreement, either Party may terminate this Agreement and/or any Rental Contract by providing the other Party at least thirty (30) days' advance written notice of the effective date of such termination (the "Early Termination Date"). Additionally, Rio may terminate this Agreement or any Rental Contract immediately upon notice to Event Planner "For Cause" it being understood that "For Cause" shall include the following:

- a. Care: Any failure by Event Coordinator, Event Coordinator's parents, affiliates and/or subsidiaries, and/or any one or more of its/their respective owners, members, managers, shareholders, officers, directors, agents, employees, contractors, customers, insurers, subrogees, successors and/or assigns (collectively, the "EC Parties") to adhere to reasonable standards of care as determined by Rio with respect to any Rented Item(s);
- b. Violation: Material violation by any one or more EC Parties of any provision of, or obligation under, this Agreement or any applicable Rental Contract;
- c. Breach: Breach by any one or more EC Parties of any one or more of Event Coordinator's obligations under: (i) Sections 7 through 12 of this Agreement; and/or (ii) any Rental Contract;
- d. Compliance: Violation by any one or more EC Parties of any: (i) applicable law, rule, regulation, code, ordinance, judicial order, industry best practice, insurance policy or warranty; or (ii) any one or more of Rio's rules, policies or procedures as determined by Rio in its sole discretion;
- e. Damage: Any action by any one or more EC Parties which results or is reasonably likely to result in any damage to Rio's property, interests, goodwill, reputation, or business;

- f. Theft/Dishonesty: Any theft, fraud, dishonesty, or act(s) involving moral turpitude by any one or more EC Parties;
 - g. Disclosure: Improper disclosure by any one or more EC Parties of Rio's Confidential Information (as defined herein);
 - h. Intoxicants: On-the-job use by any one or more EC Parties of intoxicating beverages or controlled substances, whether or not legal; and/or
 - i. Conviction: The conviction of or a plea of guilty or nolo contendere by any one or more EC Parties to any felony or misdemeanor involving fraud, embezzlement, theft, or dishonesty or other criminal conduct.
6. Effect of Termination. Upon expiration or termination of this Agreement or any Rental Contract for any reason:
- a. Cessation: All obligations of Rio hereunder or under the applicable Rental Contract shall cease;
 - b. Payment: Event Coordinator shall pay Rio all amounts due and coming due under any and all Rental Contract(s) with respect to which payment in full has not been received as of the effective date of such expiration or termination;
 - c. Return of Property: Event Coordinator shall return or cause the return of each Rented Item (as defined in the Rental Contract), as well as all hardware, tools, software, equipment, property, or other materials provided by Rio, complete, free of damage, burns, stains, cuts, frays, marks and other contamination, and otherwise in reasonably good order, condition and repair; and
 - d. Survival: Such termination shall not release Event Coordinator or any Customer from any liabilities or obligations set forth in this Agreement or the applicable Rental Contract(s) to the extent such obligations then remain outstanding.
7. Event Coordinator Obligations. Event Coordinator acknowledges, agrees, and covenants to:
- a. Contracts: Provide a copy of the applicable Rental Contract (redacting the amounts, if any, payable by Event Coordinator thereunder) to each Customer and obtain each Customer's written agreement to be legally bound to honor, perform and comply with such Rental Contract in each instance (it being acknowledged that all such agreements shall survive the expiration or termination of this Agreement indefinitely);
 - b. Relationship: Disclose the nature of the relationship between Event Coordinator and Rio to each Customer;
 - c. Cooperation: Cooperate with Rio in all matters relating to the Services in all material respects;
 - d. Payment: Timely pay any and all sums due to Rio pursuant to this Agreement and in each Rental Contract;
 - e. Access: Provide such access to each site and facilities where any Services and/or Rented Item(s) is/are to be provided hereunder (the "Site") as may reasonably be requested by Rio and/or necessary to enable Rio and/or its agents, employees, contractors, agents and representatives to provide the same and/or pursue its/their rights hereunder;
 - f. Information: Deliver to Rio in a timely manner all information reasonably requested by Rio; and
 - g. Compliance: Fully and timely honor, pay, perform and comply with its obligations arising under and/or in connection with this Agreement and/or each Rental Contract, and ensure that all Customers do so as well.
8. No Unauthorized Use of Names; No Agency. This Agreement shall not be deemed to create any form of partnership, joint venture, employment relationship or agency. Event Coordinator shall not have the right, power, or authority to enter, and is hereby expressly prohibited from entering, into any agreements on behalf of Rio or to bind Rio to any agreement in any manner other than as expressly set forth herein and/or in a separate written agreement duly executed by the Parties.
9. Confidential Information and Trade Secrets. Rio maintains certain software programs, lists, information, schedules, data and other information pertaining to its business, business strategy(ies), customers, suppliers, employees and contractors, as well as other non-public information and data relating to its business (collectively, Rio's "Confidential Information") constituting the exclusive, special, unique, proprietary and confidential information and trade secrets of Rio. Event Coordinator acknowledges that it will likely be necessary for Rio to disclose certain portions of such Confidential Information to Event Coordinator and/or Event Coordinator's employee(s) from time to time in connection with Rio's performance of the Services. Accordingly, Event Coordinator agrees that:
- a. Ownership: All Confidential Information, including without limitation, all notes, data, reference material, sketches, drawings, flowcharts, memoranda, disks, summaries, documentation and records (regardless of form, and including any digitally and/or electronically stored information) in any way incorporating and/or reflecting any of Rio's Confidential Information, and all rights in and with respect thereto, including copyrights, trademarks, trade secrets and patents, belong to, and shall remain at all times the sole and exclusive property of, Rio;
 - b. Confidentiality Period: At all times during the Term and at all times thereafter (the "Confidentiality Period"), Event Coordinator will retain in strict confidence, preserve the secrecy of, and will not disclose (directly or indirectly), or suffer disclosure to any third party of, any of Rio's Confidential Information, including without limitation, any and all names, addresses, telephone numbers, email addresses and other contact or identifying information regarding any of Rio's existing and/or prospective customers, vendors, agents, employees and/or contractors;
 - c. No Use or Disclosure: For the duration of the Confidentiality Period, Event Coordinator will refrain from using or seeking to use any of the Confidential Information for Event Coordinator's own benefit, for the benefit of any other person or business, or in any other way which may compete with, or be adverse to, the business and/or interests of Rio or Rio's, parents, affiliates and/or subsidiaries, and/or any one or more of their respective owners, members, managers, officers, directors, agents, employees, contractors or customers;
 - d. EC Parties: Event Coordinator will ensure that each of the EC Parties complies with each of the requirements of this Section 9 at all times;
 - e. Unauthorized Disclosure: Event Coordinator will promptly advise Rio of any unauthorized disclosure or use of the Confidential Information by any person or entity; and
 - f. Return/Destruction: Upon the earlier of: (i) the request of Rio; or (ii) the expiration or termination of the Term, Event Coordinator will promptly return to Rio, or if requested by Rio, permanently delete or destroy, all or any portion (as directed by Rio) of Rio's

Confidential Information in Event Coordinator's possession or control, including without limitation, and any and all tangible, intangible, digital and/or electronic documents, notes, excerpts, summaries and other materials (including all copies thereof) containing, reflecting, incorporating, or based on all or any portion(s) of Rio's Confidential Information.

10. Non-Solicitation. In consideration of the undertakings of Rio hereunder (including without limitation, its disclosure to Event Coordinator of Confidential Information), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Event Coordinator agrees that, during the Term, and for a period of sixty (60) consecutive full calendar months thereafter (which period shall be automatically extended for so long as Event Coordinator remains in breach of this Section), Event Coordinator shall refrain from directly or indirectly, personally or on behalf of any other person, business, corporation or entity: (a) soliciting or accepting the business of any of Rio's existing and prospective customers; and/or (b) interfering with, inducing or endeavoring to entice away from Rio any other person or entity (including without limitation, any vendor, supplier, service provider, employee, contractor and/or customer) having any contract, agreement or other engagement with Rio to modify or terminate such contract, agreement or engagement.

11. Non-Circumvention. In consideration of the undertakings of Rio hereunder (including without limitation, its disclosure to Event Coordinator of Confidential Information), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Event Coordinator agrees that, during the Term and for a period of sixty (60) consecutive full calendar months thereafter (which period shall be automatically extended for so long as Event Coordinator remains in breach of this Section), Event Coordinator shall not, nor shall any of Event Coordinator's owners, members, managers, officers, directors, agents, employees and/or contractors, attempt to circumvent, avoid, bypass, dispute, or obviate, directly or indirectly, any of the agreement(s) contained in this Section 11 (which obligation shall include without limitation, the obligation to refrain from seeking to circumvent Rio for the purpose of: (a) transacting business with any person or entity directly and without remuneration to Rio; (b) interrupting, delaying or otherwise interfering with any existing or prospective relationship between Rio and such person or entity; and/or (c) making use of any Confidential Information to compete with the business of Rio).

12. Non-Disparagement. Event Coordinator agrees and covenants that neither Event Coordinator nor any of its owners, managers, directors, officers, employees, agents and contractors shall at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements pertaining to Rio, its parents, affiliates and/or subsidiaries or other business(es), or any of its or their owners, managers, officers, directors, employees, contractors, customers, suppliers, and/or any of its/their respective owners, members, managers, officers, directors, investors, agents, employees, customers, contractors, invitees, assets and/or business(es) or prospects. For purposes of this Section 12, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, viability, cleanliness, capability, or product quality of the person or entity to whom the communication relates. This Section does not, in any way, restrict or impede Event Coordinator or its owners, managers, directors, officers, employees, agent and contractors from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law, rule, regulation or valid order of a court of competent jurisdiction or authorized government agency, provided that such compliance does not exceed that required by such law, rule, regulation, or order.

13. Acknowledgement. Event Coordinator acknowledges that it has had, or may in the future have, access to one or more portion(s) of Rio's Confidential Information, that such access has imparted, or may impart, special knowledge of the business and/or affairs of Rio, and that such access and/or knowledge places, or will place, Event Coordinator in a position of trust and confidence with respect to Rio. Event Coordinator further understands and acknowledges that such information and knowledge comprise important and valuable assets of Rio and that any disclosure or unauthorized use of such information or knowledge by Event Coordinator may result in material and irreparable harm to Rio. Event Coordinator further understands and agrees that the restrictions set forth in Sections 9 through 12 are reasonable and necessary in order to protect the legitimate interests of Rio and that compliance with the same will not effectively impose a penalty, punishment or undue hardship on Event Coordinator.

14. Ownership of Materials. Rio shall retain exclusive ownership of any documents, data, methodologies, equipment, personal property, and other materials provided to Event Coordinator by Rio, including but not limited to marketing materials, reports, specifications, and all intellectual property rights therein (collectively, the "Rio Materials"). Event Coordinator shall have no right or license to use any of Rio Materials except solely during the Term of this Agreement, to the extent necessary for the provision of Services by Rio to Event Coordinator. All other rights to Rio Materials are expressly reserved by Rio.

15. Remedies for Breach.

- a. Indemnity: Without limiting any other rights and/or remedies available to Rio hereunder, at law and/or in equity, Event Coordinator agrees to indemnify, defend and hold harmless Rio, its parents, affiliates and subsidiaries, and its and their respective owners, members, managers, officers, directors, agents, employees, contractors, insurers, subrogees, successors and assigns (each, an "Indemnified Party" and collectively, the "Indemnified Parties") and each of them, for, from and against any and all liabilities, claims, damages, demands, losses, costs and expenses (including without limitation, attorneys' fees) arising from or associated with any action or inaction of any one or more of the EC Parties in connection with this Agreement and/or its subject matter (including any violation(s) of any term(s) hereof).
- b. Specific Performance and Liquidated Damages: If any of the EC Parties shall violate any of Sections 9, 10, 11 and/or 12, damages may be difficult or impossible to determine, but may include, without limitation, lost profits, loss of goodwill, and interference with business relationships. Accordingly, Event Coordinator agrees that, in the event of such violation, in addition to any other rights and/or remedies available hereunder, at law or in equity (all of which shall be cumulative), Rio will be entitled to: (a) an order for injunctive relief and/or for specific performance, or its/their equivalent(s), from any court of competent jurisdiction, including requirements that Event Coordinator take any action(s) or refrain from taking any action(s), as may be necessary to preserve the confidentiality of the Confidential Information, comply with applicable laws, rules, regulations and/or ordinances, and/or protect Rio from additional damages; and (b) recover from Event Coordinator liquidated damages equal to

the greater of: (i) \$1,000.00 USD per violation; or (ii) 50% of all amounts theretofore paid by Event Coordinator to Rio under this Agreement. Event Coordinator agrees that Rio shall not be required to post a bond or other security in order to obtain any injunction or other specific performance, and Event Coordinator hereby waives Event Coordinator's right to require such bond or other security. Event Coordinator agrees that the foregoing relief is reasonable and necessary in light of the transactions described in this Agreement.

16. Miscellaneous

- a. Waiver. No enforcement, nor any failure or delay in the enforcement, of any right or remedy available hereunder or in connection herewith shall be deemed an election of remedies or a waiver of any right(s) and/or remedy(ies) (or any other similar rights and/or remedies) available hereunder, at law or in equity. No waiver of any breach of any obligation hereunder shall operate as a waiver of any other breach on a future occasion.
- b. Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon Parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned without prior written consent of Rio and any attempt to make such assignment shall be void ab initio. There are no third-party beneficiaries to this Agreement.
- c. Severability. The terms of this Agreement are severable. If any one or more of such terms shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision(s) shall be modified to the minimum extent necessary to render the same valid and enforceable, or if no such modification shall be possible, deleted, and the remaining terms and provisions of this Agreement shall remain valid and in full force and effect.
- d. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof, supersedes all prior agreements, and may not be modified or amended except in writing signed the Parties.
- e. Governing Law. This Agreement shall be governed and construed in accordance with United States federal law and the laws of the State of Hawaii. Proper venue for all legal actions brought under, or in connection with, this Agreement and/or its subject matter shall lie solely and exclusively in the federal and state courts located in or nearest to Maui County, Hawaii (unless waived by Rio). Event Coordinator hereby consents and submits thereto, and waives all claims that such venue lies in an inconvenient forum.
- f. Construction. The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. Both Parties have had an opportunity to consult with legal counsel with respect to the terms of this Agreement and, therefore, no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.
- g. Headings: The Section headings used in this Agreement are included solely for reference purposes and shall not be deemed to modify, or to constitute a portion of, the substance of this Agreement.
- h. Counterparts. This Agreement may be executed in multiple counterparts, which when any but not necessarily the same counterpart shall have been executed by all of the Parties, shall constitute but one final and binding Agreement. For this purpose, digital, photocopied, facsimiled and electronic signatures and initials will be deemed originals.

IN WITNESS WHEREOF, the Parties hereby execute this Services Agreement as of the Effective Date.

Hi Rio Events LLC d/b/a Rio Event Design

Event Coordinator: _____

By: _____

By: _____

Name: _____

Name (*printed*): _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____