

**ELITE SHOW SERVICES**

2878 Camino del Rio South, Suite 260

San Diego, CA 92108 U.S.A.

P: (619) 574-1589 F: (619) 574-1588

License # PPO12052

Exhibitor & Booth Order Form

Booth & Exhibitor Security Order Form / Work Agreement

Version 1.0

Sales Rep	Sales Credit	Date & Time Ordered	Account Rep	Under Contract	Department
SS	SS1			N	9016

CLIENT INFORMATION

Client		Person Ordering		Title	
Address		City		State	Zip Code
Phone	Mobile	E-Mail		Referred by:	

JOB INFORMATION

Job Description (Exhibitor / Booth Name and Duty (Equipment Watch, Line Control, Credential Check, etc...))			Onsite Contact Person		
Job Location			Check-In Location / Booth Name & Number		Onsite Contact Phone #
San Diego Convention Center					
Address			City	State	Zip Code
111 West Harbor Drive			San Diego	CA	92101

LABOR PRICING (per hour)**EQUIPMENT PRICING (per day)**

15 Day Notice	2-14 Day Notice	1 Day / Onsite	Supervisor	Traffic Ctrl	Traffic Sup	Bike Patrol	Radios	Headsets	Cell Phone	Bullhorns
\$ 36.50	\$ 46.50	\$ 56.50	\$ 56.50	\$ -	\$ -	\$ -	\$ 10.00	N/A	N/A	N/A

SHIFT INFORMATION

DATE / DAY	DESCRIPTION	NO.	ATTIRE	TIME-IN	TIME-OUT	HOURS	RATE	AMOUNT	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
							\$ -	\$ -	
<input type="checkbox"/> SHIFT INFORMATION requires more space, see ATTACHMENT A instead.							0.00	TOTAL:	\$ -

SPECIAL INSTRUCTIONS / PARKING / EQUIPMENT NEEDS (use additional sheet if necessary)

CREDIT CARD PAYMENT INFORMATION

Name on Credit Card	MC-Visa-AMEX-Discover	3 or 4 digit code	Credit Card Number	Expiration
			- - -	
Credit Card Billing Address			City	State
Authorized Signatory Name (Print)		Title	Authorized Party Signature	

CLIENT APPROVAL & ACKNOWLEDGMENT

By signing below, I acknowledge that I have read, accept and hereby agree to all terms and conditions on pages 1-6 of this agreement.

Authorized Signatory Name (Print)	Title	Authorized Party Signature

TERMS AND CONDITIONS OF AGREEMENT

- A. Elite Show Services, Inc., hereafter referred to as "Elite" is a corporation organized under the laws of the State of California and is engaged in the business of furnishing security, event staffing and temporary labor services.
- B. The party contracting for services, hereafter referred to as "CLIENT", desires to have Elite furnish the services to CLIENT's at their owned, leased, rented or used premises
- C. "FORM" refers to the specific job information listed in this Agreement above the "TERMS AND CONDITIONS OF AGREEMENT" header.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. ELITE agrees, pursuant to the request of CLIENT, to furnish the services described in "Attachment A" as requested by CLIENT at their owned, leased, rented or used premises. Staffing levels and shifts shall be dictated by CLIENT, however, CLIENT agrees to allow ELITE to determine a reasonable amount of lead time to check-in, equip, attire, deploy (and check-out) staff to meet clients posting time desire(s) for each work shift and also agrees to allow ELITE to determine levels of billable, on-site supervision, management and administrative staff to properly oversee its operations. CLIENT agrees to allow ELITE to determine and schedule a reasonable amount of overage in order to ensure that agreed upon staffing levels are met and also agrees to allow for billing to exceed agreed upon estimate by up to 10% as a result of any overage hours worked. ELITE agrees to only bill for any overage that shows up on time. in uniform and groomed properly.
2. CLIENT agrees that it shall use ELITE exclusively for the services stated in this Paragraph 1 of this agreement.
3. All employees furnished under this agreement shall be employees of ELITE, an independent contractor, and not employees of CLIENT.
4. ELITE shall pay all wages and expenses of their employees and all federal, state and social security taxes and federal and state unemployment taxes and any similar taxes relating to the employees of ELITE.
5. ELITE agrees to maintain and provide Workers' Compensation Insurance that meets State of California requirement for its employees.
6. ELITE agrees that CLIENT shall have the right to reject, for any lawful reason, any employee assigned by ELITE and that ELITE, as soon as possible thereafter, shall provide a satisfactory replacement upon written request of CLIENT.
7. For the services herein furnished, CLIENT shall pay ELITE the standard hourly sums listed on Attachment A. All shifts for employees shall be billed for a minimum of five (5) hours except employees ordered by CLIENT to work shifts beginning between the hours of 10:00pm and 4:00am which shall be billed a minimum of six (6) hours regardless of how many hours are actually worked by ELITE employees. Federal holidays and additionally the full calendar days before Christmas Day and New Years Day both shall be charged at double the above listed rates. Orders for personnel placed within twenty-four (24) hours of the beginning of the work shift may be charged at time and a half of the above billing rates and orders placed within twelve (12) hours of the beginning of the work shift may be charged at double the above billing rates.
8. ELITE shall charge CLIENT for overtime payments to its employees only when it is legally obligated to pay this overtime for employees specifically requested by CLIENT that, due to that request, work within the State of California's Daily Overtime Law(s). Hours worked by ELITE employees that result in the requirement to pay employees time and one-half their regular pay rates shall result in billings to CLIENT at time and a half the standard billing rates stated in this agreement and hours worked that result in the requirement to pay employees double their regular pay rates shall result in billings to CLIENT at double the standard billing rates stated in this agreement.
9. CLIENT authorizes ELITE and its employees to conduct discretionary questioning/interviews and evictions of any individuals encountered on the CLIENT's owned, leased or rented real property.
10. CLIENT acknowledges that unless CLIENT specifically directs ELITE to provide a Supervisor or Manager dedicated solely to supervisory duties and with no responsibility for working a designated post, ELITE employees shall be considered under CLIENT's control at all times. Should CLIENT specifically direct ELITE to provide a dedicated Supervisor or Manager, then such Supervisor or Manager shall be deemed to be under CLIENT's control and any ELITE employees supervised by said Supervisor or Manager shall be deemed to be under the control of said Supervisor or Manager.
11. CLIENT shall hire adequate staffing levels to allow ELITE to give ELITE employees their legally required breaks. If CLIENT fails to hire a sufficient number of ELITE staffing to provide legally required break(s), CLIENT shall be responsible for providing CLIENT's own personnel at CLIENT's expense, to relieve ELITE employees to provide legally required break(s). If ELITE employees vacate their posts to take their legally required break(s), ELITE shall incur no liability for any claims, except as to injury or damage caused by ELITE's gross negligence or willful misconduct, that arise from ELITE employees vacating their post while taking their legally required break(s). CLIENT agrees that it shall provide a work environment for ELITE employees which is free from sexual harassment or other discriminatory or hostile actions by CLIENT's agents, vendors, servants or employees and CLIENT, at CLIENTS sole expense, shall defend, indemnify and hold ELITE harmless from such claim, right or cause of action should such actions occur except as to injury or damage caused by ELITE's gross negligence or willful misconduct,
12. CLIENT agrees all invoices shall be paid fifteen (15) days of receipt of these invoices unless otherwise agreed to in writing. All invoices or portions of invoices which remain unpaid for more than fifteen (15) days after receipt shall bear an interest rate of one and one half (1 1/2%) percent per month on the unpaid amount. The parties agree that all services by ELITE shall be deemed satisfactory unless written notice is received by ELITE within ten (10) days from the date of performance of such services.
13. In the event CLIENT modifies the basic or specific duties of any of the employees of ELITE and consequently exposes ELITE to any unforeseen risks, CLIENT shall thereby assume responsibility for such changes unless these changes have been agreed to in advance by ELITE and CLIENT in writing. In the event that a third party asserts any claim, right or cause of action against ELITE or its employees for intentional or negligent acts which arises out of or relates to ELITE' actions in enforcing CLIENT's directives, stated policies or procedures, CLIENT, except as to injury or damage caused by ELITE's gross negligence or willful misconduct, at CLIENTS sole expense, shall defend, indemnify and hold ELITE harmless from such claim, right or cause of action.
14. ELITE shall not be responsible for providing two-way communication equipment or cellular telephones unless specifically requested by CLIENT in writing. Should CLIENT request these devices be used, CLIENT shall provide the devices to ELITE for temporary use.

15. Uniforms provided by ELITE for security officers shall meet conditions set forth by the State of California Bureau of Security and Investigative Services. Uniforms for other personnel shall be in the sole discretion of ELITE.
16. If CLIENT requires the personnel of ELITE to drive any vehicle or cart during the course of their duties, other than the security officer's own personal vehicle or vehicles furnished by ELITE, CLIENT agrees that its insurance is primary and shall carry comprehensive fire and theft, collision and liability insurance on the vehicles of CLIENT. CLIENT further agrees that, except as to injury or damage caused by ELITE's gross negligence or willful misconduct, CLIENT shall waive all rights of recovery from ELITE and indemnify ELITE, its officers, agents, servants and employees, from any and all such claims, suits, damages, thefts and expenses which may arise out of the unauthorized or permitted use of the vehicles of CLIENT.
17. Exemption of ELITE from Liability. CLIENT hereby agrees that ELITE shall not be liable for injury to CLIENT'S premises serviced or business or any loss of income therefrom or, except to, the extent caused by ELITE'S gross negligence or willful misconduct for loss of business or damage to the goods, wares, merchandise or other property of the CLIENT, CLIENT's employees, invitees, customers, or any other person in or about the Premises serviced, nor shall ELITE be liable for injury to the person of CLIENT, CLIENT's employees, agents, customers or contractors, whether such damage or injury from any other cause, whether said damage or injury results from conditions arising from ELITE or upon the Premises serviced. ELITE shall not be liable for any damages arising from any act or neglect of any other person, lessee, occupant or user of the Premises serviced, nor from the failure of ELITE to enforce the provisions of this agreement or any other agreement of any other lessee of the Premises serviced. CLIENT and ELITE further agree that in the event that ELITE is required produce any employee or former employee as a witness in any legal proceeding involving the CLIENT then CLIENT will reimburse ELITE's cost and expense in producing the employee or former employee.
18. It is understood and agreed by and between ELITE and CLIENT that:
 - a. ELITE is not an insurer and any additional insurance shall be the responsibility of CLIENT. ELITE's liability for care, custody and control of the business or personal property of CLIENT (and/or that of CLIENT'S guests, employees, agents, servants, bailees or others) is specifically limited to \$100,000 aggregate. If CLIENT desires "care, custody and control" insurance to protect such business or personal property in an amount greater than \$100,000 in the aggregate, CLIENT must specifically request in writing that ELITE provide, and ELITE must agree in writing to provide, insurance coverage in such greater amount. The cost of any additional insurance shall be paid for by CLIENT in advance. CLIENT shall defend, indemnify and hold ELITE harmless from any and all claims, damages, losses of any kind arising from damage or injury of any kind to any real or personal property of Client and/or such property of any vendors and/or third parties unless such damage was caused by the gross negligence or willful misconduct of Elite and its employees;
 - b. Except for ELITE's gross negligence or willful misconduct, CLIENT shall indemnify, protect, defend and hold harmless ELITE and its agents, employees, contractors, subcontractors and partners, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, or related to the services provided by ELITE under this agreement, including, but not limited to, activities that are at any event with "general admission", "festival seating", "first come-first served", "standing room only" and/or "open seating" or any activities such as "moshing", "crowd surfing", "slam dancing", "stage diving", "crowd surges" or similar crowd activities. If any action or proceeding is brought against ELITE by reason of any of the foregoing matters, CLIENT shall upon notice defend the same at CLIENT's expense by counsel reasonably satisfactory to ELITE and ELITE shall cooperate with CLIENT in such defense. ELITE need not have first paid any such claim in order to be defended or indemnified.
 - c. CLIENT agrees that the selling, furnishing, giving of alcoholic beverages is outside the scope of services provided by ELITE and at no time shall ELITE have any responsibility for selling, furnishing and/or giving any alcoholic beverage to anyone at or about the venue and/or premises. Except for ELITE's gross negligence or willful misconduct, CLIENT shall indemnify, protect, defend and hold harmless ELITE and its agents, employees, contractors, subcontractors and partners, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, or related to any claim where the service or consumption of alcohol was any factor in the claim, damage, losses or injury. ELITE need not have first paid any such claim in order to be defended or indemnified.
 - d. CLIENT agrees that the verification of age (a.k.a. "ID Checking") is outside the scope of services provided by ELITE and if these services are ordered and provided, except for ELITE's gross negligence or willful misconduct, CLIENT shall indemnify, protect, defend and hold harmless ELITE and its agents, employees, contractors, subcontractors and partners, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, or related to any claim where the age of an individual was any factor in the claim, damage, losses or injury. ELITE need not have first paid any such claim in order to be defended or indemnified.
 - e. If CLIENT requests ELITE personnel to conduct searches or screenings of any persons and/or their property, including the operation of metal detectors or baggage screening devices, CLIENT agrees that the effectiveness of such searches or screenings are that of solely a visual deterrent in attempting to screen out prohibited items from being brought into their premises. If these services are provided, except for ELITE's gross negligence or willful misconduct, CLIENT shall indemnify, protect, defend and hold harmless ELITE and its agents, employees, contractors, subcontractors and partners, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, or related to any claim where the claiming of a prohibited or dangerous item being present on CLIENT's premises was any factor in the claim, damage, losses or injury. ELITE need not have first paid any such claim in order to be defended or indemnified.

- f. ELITE shall not be responsible for the verification and/or authentication of any tickets, credentials or identification cards at any checkpoint or at any location at CLIENT's premises, including but not limited to any claims associated with ticket taking, ticket scanning, credential checking, badge checking, identification verification or any similar activity (hereinafter collectively referred to as "Ticket/Credential Checking Activity"). Except for ELITE's gross negligence or willful misconduct, CLIENT shall indemnify, protect, defend and hold harmless ELITE and its agents, employees, contractors, subcontractors and partners, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, or related to any claims, damages, loss or injury that relates in any way to any Ticket/Credential Checking Activity. ELITE need not have first paid any such claim in order to be defended or indemnified.
- g. Except for ELITE's gross negligence or willful misconduct, CLIENT shall indemnify, protect, defend and hold harmless the ELITE and its agents, employees, contractors, subcontractors and partners, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, or related to activities that are claimed as cause for any damage or losses sustained by CLIENT, or claims made against CLIENT by third parties, which damage, losses, or claims arise out of or are related to criminal conduct, activities or action which take place at the CLIENT's premises unless:
- i. Said damage, loss or claim was caused by criminal conduct of an employee of ELITE, and
 - ii. Said ELITE employee has been found guilty of the criminal conduct accused of by means of a criminal conviction or guilty plea, and the criminal act of the ELITE employee actually caused the loss, damage or claim.
- h. ELITE makes no warranty or guarantee, including any implied warranty of merchantability of fitness, that the services supplied shall avert or prevent occurrences or the losses therefrom that the service is designed to detect or avert;
- i. If ELITE is found liable for loss or damage due to failure of service in any respect whatsoever, ELITE's liability shall not exceed the sum of billing to CLIENT for which ELITE was providing services for during the loss, which sum shall be complete and exclusive and shall be paid and received as liquidated damages.
19. ELITE may terminate this agreement on fifteen (15) days written notice to CLIENT if: (a) ELITE makes a good faith determination that contrary to ELITE advice, CLIENT has taken action which shall operate to increase ELITE's liability exposure, require ELITE to violate a law or governmental order or which would compromise ELITE's ability to perform in accordance with usual and acceptable industry standards of practice; and (b) ELITE has previously notified CLIENT in writing of said action by CLIENT that would trigger the right to terminate, and CLIENT has either failed to cure said action within fifteen (15) days or has repeatedly breached the agreement in some material respect without taking steps to cure said action. ELITE has the right, in their sole discretion, to terminate this contract on twenty four (24) hours notice if ELITE makes a good faith determination that CLIENT and/or CLIENT's employees do any of the following: (a) Discriminate against ELITE's employees in violation of any state, federal or local law; (2) Make any request of ELITE's employees that are in violation of any state, federal or local law; (c) Verbally abuse and/or physically threaten or harm any of ELITE's employees; and (d) CLIENT fails to pay any invoice within the terms described in Paragraph 12.
20. CLIENT shall have the right to terminate this agreement upon thirty (30) days written notice to ELITE if: (a) CLIENT makes a good faith determination that ELITE is in breach of this agreement and (b) CLIENT has previously notified ELITE in writing of said breach of this agreement by ELITE, and ELITE has either failed to cure said breach within ten (10) business days or has repeatedly breached the agreement in some material respect without taking steps to cure said breach. ELITE shall not be in breach of this agreement for failing to provide adequate number of employees in the event of strikes, labor disputes, boycotts or other work stoppages, governmental restriction, acts of god or any other cause beyond the control of ELITE.
21. CLIENT shall have no responsibility to pay for any ELITE employees which CLIENT orders but which are not subsequently needed due to reasons beyond CLIENT's control (force majeure, acts of god) provided that CLIENT gives ELITE a minimum of two (2) business days notice prior to the beginning of said employees shift. If CLIENT gives ELITE less than two (2) business days notice, ELITE shall make a good faith effort to contact these employees and cancel their services. For such employees that ELITE contacts, there shall be no charges. For employees that ELITE is unable to contact and who report for their shift, CLIENT shall pay the five (5) hour minimum.
22. CLIENT agrees that it shall reimburse ELITE for any supplies and/or equipment bought or rented specifically for CLIENT's event if CLIENT cancels ELITE's services for any reason with less than two (2) full business day's notice.
23. CLIENT shall provide ELITE with a suitable employee check-in area for employees to "sign-in" and "sign-out", maintain equipment and paperwork, and to use as a communications center if needed. CLIENT agrees that such check-in location shall be reasonably protected from the elements and shall provide necessary seating.
24. CLIENT shall provide ELITE with free parking for all its personnel within one-quarter (1/4) of a mile of the check-in location.
25. CLIENT acknowledges that the State of California defines the primary role of a security officer is to "Observe and Report". CLIENT understands that if they contract with ELITE for security services, ELITE is being hired to provide employees whose sole duties are to act as a deterrent for loss prevention purposes, patrolling the premises, access control and property protection. If an incident occurs which threatens harm to persons or property, the sole duty of ELITE employees shall be to solely observe, report and notify CLIENT, an ELITE Supervisor or Manager or the appropriate agency (Police, Fire, Medical, etc.) unless, under all of the circumstances present, it is objectively safe for the ELITE employee to physically intervene or take other action, and such employee makes the subjective determination, in their sole discretion, that it is safe for that employee to physically intervene or take other action. No post orders or writings prepared by CLIENT and given to ELITE may alter these duties. ELITE retains sole discretion, unless otherwise specified, to make the final determination as which posts must be staffed by security officers registered with Bureau of Security and Investigative Services and civilian traffic controllers certified with the appropriate governmental agency as opposed to unregistered and non-certified event staff personnel. CLIENT understands that if they order armed security officers or risk managers, ELITE may in its sole discretion utilize a Private Investigator(s) licensed with the State of California (and their staff) to provide this service. All private investigator armed staff shall solely be utilized to protect persons and not property per CAL. BPC § 7521.5. et seq.

26. CLIENT acknowledges that in order to provide the personnel supplied by ELITE to CLIENT, ELITE has incurred a substantial expense in training and educating such personnel including, but not limited to, expenses for advertising, recruiting, interviewing, screening, testing, training and outfitting these personnel. In consideration of this expenditure by ELITE in training and educating its personnel, and in order to protect ELITE' investment in said personnel, CLIENT agrees that if any ELITE employee supplied to by ELITE is employed by CLIENT, it's associates, affiliates, sub-contractors or subsidiaries as an employee or independent contractor CLIENT agrees to pay ELITE the greater of fifty percent (50%) of the estimated annual full-time salary of any employee, or the sum of \$20,000.00, in the event any employee supplied by ELITE to work at CLIENT's premises:
 - a. Is employed or retained by CLIENT or CLIENT's associates, affiliates, sub-contractors, parents, subsidiaries or successors as an employee within one (1) year after ELITE last employed said employee to work at CLIENT's premises: or,
 - b. Is induced, influenced or assisted by CLIENT in any way to work for any competitor of ELITE or sub-contractor of CLIENT within one (1) year after ELITE last supplied said employee to work on CLIENT's premises.
27. Upon the increase of a Federal, State, Municipal or any legally applicable minimum wage, or the imposition of a required prevailing wage or living wage by law, statute or ordinance, CLIENT shall grant ELITE an increase in their billing rates equal to said increase plus a percentage in addition to that amount equal to ELITE's payroll taxes and workers compensation and liability insurance costs on employee payroll. Additionally, any future requirement of any and all government mandated employee vacation or employee benefit programs (including but not limited to mandatory vacation and mandatory health insurance) shall result in an increase to the billing rate in a like amount.
28. CLIENT acknowledges that it may learn, collect, obtain, maintain, transmit or develop data, information or materials (including without limitation this Agreement) from ELITE which is or which ELITE considers proprietary, sensitive and confidential to or of independent economic value to ELITE, actual or potential, as well as data and information which may be non-public financial information, personally identifiable information or otherwise, regardless whether protected under any law or regulation, and regardless of protection, markings or dissemination ("Confidential Information"). CLIENT covenants and agrees that all Confidential Information shall be considered, deemed and protected as proprietary and confidential to ELITE. CLIENT shall not use for its own benefit (other than in the performance of or procurement of Services under this Agreement) or the benefit of any other party, disclose, make available or permit inevitable disclosure of Confidential Information (including without limitation storage or transmission in any electronic medium now known or hereafter developed), and shall not allow or permit any Confidential Information to be corrupted or infected or misappropriated or used except and solely to the respective right, title, interest and benefit of both ELITE and CLIENT. CLIENT shall execute such further instruments as ELITE may require to carry out these covenants and agreements. Both parties agree that the restrictions herein are mutually agreed to be and shall be deemed to constitute reasonable efforts to maintain confidentiality and ensure compliance with applicable laws and regulations. Without limiting its rights to designate other information, ELITE hereby specifically designates its billing rates and invoices as Confidential Information.
29. CLIENT acknowledges that it may obtain from ELITE information or materials including documents consisting of investigation of incidents or incident reports that are maintained by ELITE for legal and risk management which may be transmitted to CLIENT in connection with services provided by this agreement and which may be transmitted to the insurer of ELITE, ELITE's independent adjusters or investigators working on behalf of ELITE and of the files of ELITE's attorneys. Client covenants and agrees that any and all such material received by CLIENT from ELITE is Confidential Information that receipt of such materials is not subject to any waiver that the information is protected from disclosure to third persons by the attorney-client privilege and the attorney-work product doctrine. Client covenants and agrees that all Confidential Information and documents are made in anticipation of litigation and that such Confidential Information and all are intended to be Confidential, and intended to be transmitted to and used by the attorney for ELITE and CLIENT in litigation arising out of any incident in connection with services of ELITE provided under this agreement.
30. CLIENT acknowledges that in connection with the services provided by this agreement CLIENT may learn, collect, obtain, maintain, transmit or develop data, information or materials concerning the private names and other contact information of employees or former employees, volunteers and subcontractors of ELITE. CLIENT acknowledges that such information is the private consumer records contained within the employment files of present and former employees, volunteers and subcontractors of ELITE. Client covenants and agrees that these records are confidential and may not be disclosed or produced to any other person or entity on the ground that production will violate present and former employees', volunteers and/or subcontractors rights of privacy. Client further covenants and agrees disclosure of such confidential information may invade the privacy and personal information of ELITE's present and former employees, volunteers and subcontractors. Client further covenants and agrees that disclosure of information concerning persons who are/were ELITE's present and former employees, volunteers and subcontractors is improper absent the prerequisite notice to those persons of the request for their private information in accordance with C.C.P. §§1985.3 and 1985.6 and as required by California Code of Civil Procedure §2025.240.
31. In the event that any party should bring or defend an action or other proceeding for the enforcement of this agreement and/or seek a declaration to its legal rights and obligations under this agreement, then there shall be an award of reasonable attorney's fees to the prevailing party in such action in a manner consistent with the provisions of California law, including, but not limited to, California Civil Code Section 1717. CLIENT agrees that any financial damages claimed by ELITE for lost profits shall be calculated on a Gross Profit basis. For purposes of this Paragraph, Gross Profit shall be defined as the monetary amount of the hourly billing rate minus the costs of the applicable minimum wage and payroll taxes and workers compensation insurance on this wage, and the billing rate for salaried supervision or management minus said salaried individual's salary broken down on an hourly basis, payroll taxes and the cost of workers compensation insurance for such salaried individuals.
32. CLIENT may not assign this agreement or any payment due hereunder without the prior written consent of ELITE. ELITE may assign this Agreement to any party, provided it meets all legally required licensing requirements.

33. Each of the signatories herein warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she represents to sign, and each signatory agrees to indemnify and hold harmless each of the other parties against claim or demand, necessary expenses of investigation and reasonable attorneys' fees, in any action which it is successfully asserted that a signatory is not competent and/or authorized to execute this Agreement and give and receive the consideration therefore. By signing this Job Order Form, each signatory executing this agreement on behalf of CLIENT shall personally guaranty all financial obligations, including but not limited to, the payment of all fees for services under this Agreement and be jointly and severally liable with CLIENT in the event CLIENT fails to make payments as required under this
34. The parties agree to mediate any dispute or claim arising between them out of this Agreement before filing a court action. Mediation fees, if any, shall be divided equally among the parties. If a party (i) commences a court action without first attempting to resolve the dispute through mediation, or (ii) refuses to mediate after a request has been made, then that party shall not be entitled to attorney fees, even if they would otherwise be available to that party in any such action. Any mediation under this paragraph shall be conducted in the County of San Diego with mediation services provided by the Judicial Arbitration and Mediation Services ("JAMS") if JAMS is not available then the parties agree to another private mediation service of like caliber in San Diego County.
35. Any party may execute this Agreement by the use of an electronic signature ("E-Signature"). All parties understand and acknowledge that an electronic signature is legally binding and has the same legal force and effect as if the a party had signed a piece of paper with a pen. Additionally, any signature transmitted by electronic means and/or facsimile shall have the same force and effect as an original.
36. This agreement is the entire agreement between the parties. No oral understandings, agreements, or other documents shall alter or modify the terms of this agreement unless in writing and signed by all of the parties.
37. If any of the terms or provisions of this agreement shall be declared invalid, all the remaining terms and provisions shall remain in full force and effect.
38. The terms and conditions of this agreement are the result of extensive negotiations between the parties. The parties agree that the rule of contract interpretation by which an ambiguity in a contract provision is construed against the drafter of that provision shall not apply to the instant agreement and it's terms and provisions.
39. ELITE shall submit all notices given under this agreement to CLIENT at their principal business address listed on page 1 under the Client Information section of this Agreement. CLIENT shall submit all notices to ELITE by certified U.S. Postal Service mail to: Elite Show Services, Inc., 2878 Camino Del Rio South, Suite 260, San Diego, CA 92108, ATTN. John Kontopuls.
40. This agreement shall be governed by the laws of the State of California.
41. The parties agree and acknowledge that this Agreement is entered into in the County of San Diego and any court action by any party shall be filed and maintained by a court of competent jurisdiction within the County of San Diego.
42. This agreement is effective on the dates and times as listed.

In witness whereof, the parties have executed this agreement in the state of California, the day and year above written.

