

**SERVICES AGREEMENT  
FOR  
FESTIVAL OF LIGHTS  
  
GROOVELABS, LLC**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and GROOVELABS, LLC, a California limited liability company (“Contractor”). City and Contractor mutually agree as follows:

1. Scope of Work: Contractor shall perform the work and Services in accordance with the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. Term. The term of the Agreement shall begin on the date first written above and terminate on January 31, 2024. The City may terminate the agreement upon thirty (30) days’ written notice to Contractor. The Agreement may be extended for an additional one (1) year period upon mutual consent of City and Contractor.

3. Compensation. Contractor shall perform the Services under this Agreement for the total sum not to exceed Eighty-Seven Thousand Seven Hundred Forty-Four Dollars (\$87,744.00) (“Contract Price”). Payments shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 13 hereof.

4. Extra Materials. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price unless prior written approval for the same has been granted by City.

5. Business Tax Certificate. As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside, pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. Termination/Default. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days’ written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

a. Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days’ written notice if:

i. Contractor fails to promptly begin performance of the Services; or

- ii. Contractor fails to perform the Services in accordance with Exhibit "A";  
or
- iii. Contractor discontinues performance of the Services; or
- iv. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- v. Contractor otherwise is guilty of breach of a provision of this Agreement;  
or
- vi. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

7. Insurance.

7.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms, and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

7.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

7.1.2 Ratings. Any insurance policy or coverage provided by Consultant as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

7.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

7.1.4 Adequacy. The City, its officers, employees, and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

7.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor

Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either: 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage; or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

7.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees, and agents, shall be named as additional insureds under the Consultant's insurance policies.

7.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

7.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

7.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees, and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

7.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers, and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify, and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

8. Indemnification. Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of Work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs, or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

9. Duty to Defend. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor; or 2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured, and experienced legal counsel acceptable to the City.

10. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

11. Prevailing Wage. If applicable, Consultant is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

12. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<b>City</b>	<b>Contractor</b>
City of Riverside CEDD/Arts & Cultural Affairs Attn: Gema Ramirez 3900 Main Street Riverside, CA 92522	Groovelabs, LLC Attn: Anthony Pelayo 12789 Milpas Drive Apple Valley, CA 92307

13. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. General Compliance With Laws. The Contractor warrants that in the performance of this Agreement, it shall comply with all Federal, State, and local laws and ordinances and all lawful orders, rules and regulations.

15. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant

and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

16. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

17. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

18. Government Code Claims Procedures. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract shall constitute a waiver of Contractor's right to additional compensation and/or extension of time. Contractor further acknowledges that it must comply with the claims procedures set forth in Government Code sections 900 set seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

19. No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

20. Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and the California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic

copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter City and municipal corporation

GROOVELABS, LLC, a California limited liability company

By: \_\_\_\_\_  
City Manager

By: Anthony Pelayo  
Anthony Pelayo (Oct 2, 2023 15:48 PDT)

Printed Name: Anthony Pelayo

Title: CEO

Attest:

By: \_\_\_\_\_  
City Clerk

and

Certified as to Availability of Funds

By: \_\_\_\_\_

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

By: [Signature]  
Chief Financial Officer

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

Approved as to form:

By: Susan Wilson  
Susan Wilson (Oct 2, 2023 16:14 PDT)  
Assistant City Attorney



WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

GROOVELABS, LLC

By: Anthony Pelayo  
Anthony Pelayo (Oct 2, 2023 15:48 PDT)

Date: 10/02/23

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Vendor must provide entertainment stage and booking services for the Festival of Lights Thursday-Sunday from 5:00 pm – 10:00 pm for performances that begin on November 19, 2023, through December 31, 2023.

Entertainment will be required at White Park and will utilize the existing Gazebo as the stage (see image 1). The Gazebo will need to be set up with lighting and sound to accommodate performers ranging from solo to large choir groups. The following are the minimum requirements:

**Choir Risers:**

- The vendor must supply four 6' three-level choir riser sections (angled) with back railing suitable for children and adult choirs.

**Video Projection:**

- One LCD TV Screen (32" minimum) or comparable.
- One computer running PowerPoint or equivalent program for displaying schedules, ads, and performer messages.
- Movie screen for Movie Nights – screen must be 10'x10'. Location for Movie Night set-up will be at White Park Gazebo area.

Note: Vendor shall be responsible for creating the presentations and running them each day with backdrop provided by City.

**Power Distribution:**

- Vendor must provide a power distribution box capable of mating with the City's 60-amp connector next to the Festival of Lights stage and providing appropriate power outlets for the sound system, lighting, video projection, stage power (for performers) and any other electrical needs on the stage.
- At least 20 amps must be made available for backline and performer use. All circuits should be protected by appropriate breakers (i.e. 20 amps per circuit) as well as a master breaker for the entire distribution system. Should not exceed 50 amps, to avoid having to reset the 60-amp breaker for the receptacle, which is not normally accessible.
- All power distribution cabling, power cables, lighting cables, etc., must conform to code (e.g., SO type power cabling as specified for an entertainment stage by the NEC).
- Vendor must supply appropriate power cabling around the perimeter of the stage for use by performers and backline gear. Vendor should also be ready to provide extension cords (that meet NEC code) for use by performers and their gear.
- All cables crossing possible walkways (other than on the stage itself) must be covered or placed in cable guards.

### **Sound System:**

- The sound system should be capable of 100-105 dB SPL at 50-75' with sufficient headroom to provide a high-quality and clear audio signal. The FOH mains should be three-way, the monitors can be two-way.
- The sound system should include
  - Minimum two 18" subwoofer cabinets (e.g., JBL PRX 718s XLF).
  - Minimum four dual-15" + horn trapezoidal cabinets (e.g., JBL PRX 625, PRX 635), two per side, preferably run as a dual PA system with vocals through one left/right pair and backline/instruments/tracks through the other left/right pair.
  - Minimum four monitor wedges (e.g., PRX 612m or PRX 615) with separate mixes in each wedge. In addition to the four monitor wedges, the system should be able to support at least one or two in-ear monitor mixes (mono) as well.
  - Independent stereo feed to a (performer-supplied) recording device.
- The mixing console should be a digital mixing console with a minimum of 18 mono channels and three stereo channels (i.e., 24 channels total). The board should support a minimum of four-band EQ (parametric preferred) on each input channel, compressors on at least 4 of the input channels, at least two mix busses for effects (e.g., reverb, delays, and such), and full EQ (31-band graphic or multi-band parametric) on all output busses. The board should support at least three stereo groups or DCAs and two stereo outputs (assuming support for a dual PA, one stereo output bus if not providing a dual PA) plus all the necessary outputs to handle the monitors.

### Optional:

- A ducking processor that quiets background music when announcements are made is recommended.
- Recallable mixes, as some acts perform multiple times over the FOL period.

### **Lighting:**

- 35-45 PAR 38 lighting fixtures w/CFL bulbs providing very soft (but bright) illumination across the stage.
- LED truss warmers on each truss leg section. If applicable.
- Additional 6-8 PAR 38 fixtures providing lighting to a performance area immediately in front of the stage.

### **Additional Requirements:**

- The sound system should include:
  - Dual-CD player (sound engineers are often required to play tracks from two separate CDs in quick succession) and a 1/8" stereo input jack for iPods, phones, etc.
  - Minimum four DI (direct injection) boxes (three if one of them is stereo).
  - Minimum 6 professional-level vocal microphones (e.g., Shure SM58 or Beta 58). Wired is fine.
  - Minimum eight (8) professional-level instrument microphones (e.g., Shure SM57 or Beta 57) for miking amplifier cabinets and acoustical instruments.

- Three professional-level microphones for drum kits -- for kick, snare, and overheads.
- Minimum three professional-level choir microphones (e.g., Shure 202) that can be hung from the truss roof to pick up choirs on the risers.
- All necessary microphone stands (typically 8-10 boom stands plus 2-4 small instrument stands are necessary to handle most acts).
- All necessary microphone cables, snakes, and power cables as needed by the sound system in its maximum configuration.
- The sound system should be capable of handling performer-supplied wireless gear (microphones, in-ear monitors, and instrument transmitters), wired players, and music players (e.g., iPods).
- Vendor agrees to use city provided logo, holiday décor, backdrop art, wrapping, and mesh as requested by the city. Vendor may make recommendations and should provide an estimate if additional costs are involved.

Note: There is no room for a FOH booth in the venue. Sound system should include a wireless tablet or other portable mechanism for mixing from front-of-house.

**Responsibilities:**

The vendor must provide all personnel to run the sound system and stage. Note: the following paragraphs describe several titles/activities. One person may hold multiple titles or assume multiple responsibilities. At least two people must be on duty at all times other than breaks.

- Vendor must provide a stage manager who is responsible for advancing the shows (communicating with the acts prior to their performance) and directing them when they arrive with their gear as well as maintaining an efficient transition from one act to the next (usually there is 1/2-hour to 1-hour between acts, depending on their complexity).
- The stage manager (and, preferably other vendor employees) is responsible for answering questions from the public concerning show times, schedule, who to contact at the City, etc.
- Vendor must provide a sound engineer who is responsible for running the sound system, mixing the sound, etc. The vendor should also provide a back-up engineer to handle breaks, emergencies, A2 tasks, and, possibly, monitor mixing. Separate monitor and FOH sound engineers, preferable.
- Vendor is responsible for setting up the equipment (stage and truss if requested) no earlier than one week before the Festival of Lights event begins on November 18, 2023. Stage should be struck within three of days after the event ends. The stage and truss may remain set up for the duration of the event.
- Vendor is responsible for setting up sound system (and other equipment) at least one-half hour before the first performer arrives each day. Sound system (and other gear) can be struck immediately after the closing time each night. In the event an act is not scheduled up until closing time, the vendor shall play holiday-themed music through the sound system until closing time unless a City representative approves an early shut down.

- The vendor is not responsible for helping performers move their gear onto the stage, but the vendor is responsible for miking or connecting that gear to the sound system.
- Vendor is responsible for setting out chairs (provided by the City, approximately 75) each day and striking those chairs and returning them to storage each night.
- As noted earlier, the vendor must provide someone to maintain the PowerPoint (or whatever presentation program used) slides for show schedules, ads, etc.

Performance times are generally:

Thursday - Sunday 5:00 pm -10:00 pm

- Performers are instructed to arrive at least one-half hour before their performances, therefore, vendor must have sound system ready to go by 4:30 pm.
- Vendor must conform to all SPL requests (e.g., "turn the system down") from City employees on duty.
- Entertainment stage vendor must be aware that there are food and other vendors in the immediate area of the entertainment stage and average SPL levels must not rise to the point that those vendors cannot take orders from their customers.
- Vendor must be willing and able to run players, as required by performers during their performances.
- Vendor must be capable and ready to perform "sound checks on the fly" when groups show up late or have an especially complicated set up (FOL has had 11-member acts before).
- The vendor is responsible for cleaning the stage (between acts, as necessary) and squeegee-ing/mopping the stage whenever it becomes wet due to weather or performer residue (e.g., horn players).
- The vendor is responsible for maintaining a tidy work area around the stage and directing performers to neatly stage their gear before and after a performance.
- The vendor is responsible for rolling up or down the mesh tarp on the north end of the stage depending on whether the tarp is required to keep wind off the stage.
- Vendor's employees must be helpful, cheerful, and willing to work with rank amateurs as well as absolute professionals. Most of the acts on the Festival of Lights stage fall into the former category (e.g., children's choirs) and the sound/stage crew should make them feel as important and as welcome as the best performer of the series. Sound engineers must be willing to positively respond to any reasonable request with respect to monitor mix/level, FOH mix, etc.

### **Entertainment Application and Booking:**

Entertainment is selected by an application for both Community Groups and Professional Entertainment posted on the official Festival of Lights website. Services include scheduling of all entertainment. Entertainment scheduling includes:

- a. Review of applications and contacting applicants to inform them of selection.
- b. Scheduling all entertainers and providing the complete entertainment schedule two weeks in advance for each upcoming week.
- c. Submit payment request for all professional entertainment three weeks prior to week of performance to City Staff for processing of checks. Including collecting all required documents, i.e. W9 forms, etc. City Staff will provide checks for distribution on Monday of performance week.

**The City may request a stage and will require this as an additional service if needed.**

### **A. OPTIONAL SERVICE SPECIFICATIONS FOR STAGE**

#### **Stage:**

- 24'x16'x2' stage with railing around three sides.
- Two-step staircase for stage w/railing on sides.
- Black Fabric skirting around front and sides of stage.
- Stage capacity should be 60 people at one time (e.g., a choir).
- Stage must meet ADA requirements in accordance with state and federal law (ramping or lift as needed).

#### **Trussing and Stage Cover:**

- 26'x20'x12' truss with hard roof (weatherproof) covering the stage painted Black.
- Install Festival of Lights Banners on three truss sides and mesh tarp on back of truss (provided by City)
- Include sidewall – art provided by city
- Roll-up (20') mesh tarp on north side of truss for wind protection (roll-up when not needed).
- The vendor shall provide stanchions to block off areas in front of the stage for certain performances.

**OPTIONAL Sound system/DJ services at secondary location within the event footprint  
Monday – Thursday from 5:00 pm to 9:00 pm.**

**EXHIBIT "B"**  
**COMPENSATION**

The amount to be paid for the term of the Agreement shall not exceed Eighty-Seven Thousand Seven Hundred Forty-Four Dollars (\$87,744.00).

**EXHIBIT "C"**

**KEY PERSONNEL**

Anthony Pelayo, CEO/Stage Manager

Claudia Pelayo, Entertainment Scheduling