



LABOR SERVICE AGREEMENT

This Labor Service Agreement (the "Agreement") is entered into between **ACAV LLC** ("ACAV" or "the Company"), a limited liability company organized under the laws of Arizona, and the undersigned client ("Client"). It sets out the terms under which ACAV will provide event labor and production crew services to the Client.

1. Services

ACAV provides professional event labor across three service tiers:

- **Tier 1 - Basic Support:** stagehands, riggers, staging grips, scenic carpenters, loaders, utility techs, floaters, set/strike techs.
- **Tier 2 - Skilled Technicians:** audio/video/lighting techs, LED programmers, video engineers, graphics operators, show control, camera operators, breakout techs.
- **Tier 3 - Lead Operators:** A1/A2, V1, L1, FOH engineers, technical directors, stage managers, designers, production assistants.

Crew are provided per approved Work Order. ACAV assigns qualified personnel at its discretion; specific individuals are not guaranteed unless named in the Work Order.

2. Estimates & Quotes

Rates published on ACAV's website are **estimates only**. All pricing is estimated - most positions fall within the published ranges, but final quotes depend on event scope, dates, location, crew size, and schedule. Each engagement is confirmed by a written Work Order or Purchase Order stating the confirmed rates. No crew will be dispatched without a signed Work Order.

3. Booking & Changes

Work Orders are issued per event or per show day and must be signed before the call date. Changes to crew counts, call times, or scope must be submitted in writing. ACAV will make reasonable efforts to accommodate changes; additional charges may apply for late changes.

4. Cancellation

- Cancellation **more than 72 hours** before call time: no charge.
- Cancellation **within 72 hours** of call time: 50% of the confirmed labor estimate.
- Cancellation **within 24 hours** of call time, or failure to provide venue access: 100% of the confirmed labor estimate.

5. Payment Terms

Client will be invoiced per Work Order upon completion of the event. Payment is due **NET 30 days** from the invoice date. Invoices not paid within 30 days accrue a late fee of 1.5% per month (or the maximum permitted by law, if less). Client shall reference the correct Purchase Order number on all payments and correspondence. Client is responsible for all collection costs, including reasonable attorneys' fees, if the account is referred for collection.

6. Hours, Overtime & Meals

All calls are billed hourly against actual time worked, with any minimums stated in the Work Order. A full day shift is ten (10) hours. Crew are entitled to a fifteen (15) minute paid break every two and one-half (2.5) hours.

- If Client provides lunch, crew receive a thirty (30) minute lunch break inclusive of the ten (10) hours (for example, an 8:00 AM call ends at 6:00 PM). Hours worked beyond ten (10) hours in a single day are billed at 1.5× the confirmed rate.
- If Client does not provide lunch, crew take a one (1) hour unpaid walk-away lunch break in addition to the ten (10) billable hours (for example, an 8:00 AM call ends at 7:00 PM). Hours worked beyond ten (10) billable hours in a single day are billed at 1.5× the confirmed rate.

7. Client Responsibilities

Client shall provide: timely venue access for load-in and load-out; a safe working environment in compliance with applicable OSHA and venue requirements; adequate power, lighting, and facilities reasonably necessary for the crew to perform; and a designated on-site contact with authority to approve changes. Client is responsible for any venue-imposed fees, permits, or penalties unrelated to ACAV's performance.

8. Independent Contractor Relationship

ACAV performs all services as an independent contractor. Nothing in this Agreement creates an employment, partnership, or joint venture relationship between ACAV and Client. ACAV is

solely responsible for its crew's wages, taxes, withholdings, and workers' compensation coverage.

9. Insurance

ACAV maintains Commercial General Liability insurance and Workers' Compensation coverage as required by Arizona law. Certificates of Insurance are available upon request and will list Client as certificate holder where required by the Work Order.

10. Indemnification

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's negligence, willful misconduct, or breach of this Agreement. Client shall additionally indemnify ACAV against claims arising from unsafe venue conditions, Client-provided equipment, or the acts of Client's other vendors and guests.

11. Limitation of Liability

To the maximum extent permitted by law, ACAV's total liability under this Agreement shall not exceed the total fees paid by Client under the applicable Work Order. In no event shall ACAV be liable for indirect, incidental, consequential, or punitive damages, including lost profits or lost revenue.

12. Non-Circumvention

Client agrees not to directly solicit, hire, or engage any ACAV crew member introduced through ACAV for a period of one (1) year following the crew member's last engagement through ACAV, without ACAV's prior written consent. Breach of this section incurs a placement fee equal to twenty percent (20%) of the crew member's annualized compensation through Client.

13. Confidentiality

Each party agrees to keep confidential all non-public business information received from the other in connection with this Agreement, including rates, crew identities, and event details, and not to disclose it to third parties except as required by law.

14. Termination

Either party may terminate this Agreement with thirty (30) days' written notice. ACAV may terminate immediately for cause, including non-payment. Sections 5, 10, 11, 12, and 13 survive termination. Confirmed Work Orders remain binding per their cancellation terms even if this Agreement is terminated.

15. Governing Law

This Agreement shall be governed by the laws of the State of Arizona. Disputes shall first be subject to good faith negotiation; if unresolved, the parties agree to non-binding mediation in Maricopa County, Arizona before commencing legal action.

16. General

This Agreement, together with signed Work Orders, constitutes the entire agreement between the parties regarding event labor services. It may not be amended except in writing signed by both parties. If any provision is held unenforceable, the remaining provisions continue in full effect. Neither party may assign this Agreement without the other's written consent.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

ACAV LLC

Signature: _____ Name/Title: _____ Date: _____

Client: _____

Signature: _____ Name/Title: _____ Date: _____

ACAV LLC - Phoenix, Arizona