



The Lodge at Gulf State Park AV Dept
21196 East Beach Boulevard
Gulf Shores, AL 36542
www.sbmng.com

Agreement

Agreement Number: 20-3312
Baldwin County Commission Meeting

Client: Anu Gary	To: The Lodge at Gulf State Park 21196 East Beach Boulevard Gulf Shores, AL 36542	Venue / Site: The Lodge at Gulf State Park 21196 East Beach Boulevard Gulf Shores, AL 36542
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Account Manager Ryan Bishop	Project Manager Ryan Bishop	Event Order	Location Support The Lodge at Gulf State Park	Valid Until	Status Inquiry
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Load In 6/24/2020 12:00 AM	Agreement # 20-3312	Show Start 6/24/2020 12:00 AM	Show End 6/25/2020 12:00 AM	Room
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Qty	Days	Description	Price Tier	Price	Total	Discount	Price Ext
1	2	75" HDTV Monitor	Day	750.00	1,500.00		1,500.00
1	1	Set & Strike	Day	50.00	50.00		50.00
		6/24/2020 7:00 AM - 6/25/2020 6:00 PM					
1	2	Event Technology Support	Day	356.50	713.00		713.00
		6/24/2020 7:00 AM - 6/25/2020 6:00 PM					

Acceptance::

To execute this Agreement, please sign and date below. By signing,
you are accepting the attached General Terms and Conditions. Thank
you and we look forward to serving you.

Subtotal: \$2,263.00
Total: \$2,263.00

X
Signature: _____



The Lodge at Gulf State Park
The Lodge at Gulf State Park AV Dept
21196 East Beach Boulevard
Gulf Shores, AL 36542
www.sbmj.com

Agreement Number	20-3312
Name	Baldwin County Commission
Account Manager	Ryan Bishop
Agreement Date	6/1/2020

Client:
Anu Gary

Venue / Site:
The Lodge at Gulf State Park 21196 East Beach Boulevard Gulf Shores, AL 36542

Ship Date	Return Date	Status	Terms	Total
6/24/2020 7:00 AM	6/25/2020 6:00 PM	Inquiry	Net 30	\$2,263.00

GENERAL TERMS and CONDITIONS

1. **ACCEPTANCE.** This Agreement will be valid for a period of ten (10) days from the Agreement Date (Acceptance Period). In the event this Agreement is not accepted, signed and returned to SBMG within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period.

2. **ESTIMATE.** This Agreement was developed based upon information provided by the undersigned customer (Customer). This Agreement is only an estimate of services provided in connection with the applicable event (Event). In the case where the actual amount of services and labor provided in connection with the Event is greater than the amount specified in this Agreement, Customer shall be charged for such additional services and/or labor at prevailing standard rates.

3. **LABOR RATES.** Hourly labor rates, daily labor rates, minimum calls, overtime labor rates, rush fees, daily reset fees and per diems apply and are based upon prevailing rates and practices at the venue where the Event is being held and the business division providing the services. Labor estimates were developed based on information provided by the Customer. All Labor calls are subject to a minimum charge period based on local venue rules, servicing division policies, and/or Union rules, as they may apply. In the event that the personnel works more hours than estimated in the Agreement, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked.

4. **EVENT TECHNOLOGY SUPPORT.** Event Technology Support (ETS) covers additional support elements for the Event including, but not limited too, daily gear preparation, equipment testing and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to SBMG (or other) personnels in connection with the Event and amounts comprising ETS are not otherwise shared with SBMG (or other) personnels.

5. **SERVICE CHARGE & SALES TAX.** If applicable, the Venue/Hotel may charge an additional Service Charge and/or State Sales Tax.

6. **RATES.** Unless otherwise noted, all rates are based upon per-room, per-day calculations with the minimum period being one calendar day. A day period consists of all or any portion of each 24-hour period starting at 12:00am and continuing through 11:59pm. Customer agrees to pay the fees described in this Agreement for the stipulated period. Any service retained by Customer for a longer period shall be subject to SBMG's prevailing rates. All Agreements must be signed, no later than 30 days, prior to the event date. All Agreements signed within 30 days of the event are subject to a 10% Rush Fee on all services provided by SBMG.

7. **PROPERTY HANDLING.** All products used in the services is the sole property of SBMG. All property must be handled by SBMG personnel only. Property may not be moved, stored, or serviced by Customer or any other party. Customer may not operate the property unless authorized by SBMG. Customer will incur additional charges if property is moved or relocated by Customer or any other party. Customer agrees that SBMG shall be permitted free access to the property at any time before, during and/or after the Event for purposes of set/strike, maintenance and routine checks. SBMG retains all title and rights in and to the property and all related accessories.

8. **DAMAGE & SECURITY.** Customer shall be responsible for all property that is damaged, lost or stolen (whether by use, misuse, accident or neglect), unless caused by SBMG's negligence. In addition to

amounts due to SBMG in connection with this Agreement, Customer agrees to pay SBMG upon demand for all amounts incurred by SBMG on account of lost, damaged and stolen property, based upon repair costs for reparable property or full replacement cost for lost or irreparable property. If security is required by Customer or deemed necessary by SBMG to protect SBMGs property during the Event, Customer shall be responsible for all costs in connection with the provision of security.

9. SERVICE FAILURE. SBMG maintains and services its property in accordance with the manufacturer's specifications and industry practice. SBMG does not, however, warrant or guarantee that the property or services being provided will be free of defect, malfunction or operator error. If the property malfunctions or does not operate properly during the Event for any reason whatsoever, Customer agrees to immediately notify a SBMG representative. SBMG will attempt to remedy the problem as soon as possible so that the Event is not interrupted. Customer agrees and acknowledges that SBMG assumes no responsibility or liability for any loss, cost, damage or injury to persons or property in connection with the Event as a result of inoperable property or otherwise.

10. OUTSIDE INTEGRATION. If Customer requests SBMGs assistance to connect to, and/or integrate with, third party locations to make necessary connections to bring in, or send out data, SBMG assumes no liability in the success of the data integration. Because SBMG has no control over these outside integrations of sending or receiving data, in the form of audio, video, internet feeds, audio or video feeds, Webex, video or audio conferencing, Skype, etc. to, or from, a source, SBMG will not be responsible and cannot guarantee that the data will be free from transmission errors. Customer understands that errors from internet, technology or operator failures are common and are not under the exclusive control of SBMG and Customer will not receive any credits or discounts if errors in data transfer occur. SBMG will use its best efforts and skills to test all connections in advance, but those tests are, in no way, a promise of success at the time of event.

11. EVENT CANCELLATION. If Customer cancels the Event or the provision of audiovisual services by SBMG more than 30 days prior to the first day of the Event, no cancellation charges shall apply except for any expenses actually incurred by SBMG. Cancellations received within 30 days prior to the first day of the Event, shall be subject to a minimum cancellation charge equal to 25% of the entire estimate of charges contained in the most recent version of this Agreement. Cancellations received within 15 days prior to the first day of the Event, shall be subject to a minimum cancellation charge equal to 50% of the entire estimate of charges contained in the most recent version of this Agreement. Cancellations received within 7 days prior to the first day of the Event will be subject to a minimum cancellation charge equal to 100% of the total estimate of charges described on the most recent version of this Agreement. In addition, any deposits received will not be refunded and will be kept as a reasonable fee for work SBMG has already incurred in planning and preparing the clients event. At SBMGs discretion, SBMG may apply the deposit to a future event. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event and/or cancels the provision of audiovisual services by SBMG. Cancellation fees, including fees to cover any incurred costs, shall be due immediately upon any such cancellation by Customer.

ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY SBMG'S ON - SITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE.

12. PAYMENT & MASTER ACCOUNT - Customer agrees to pay SBMG directly for SBMGs services under the payment terms outlined in this Agreement. If not paying SBMG directly for the services, because an arrangement between SBMG and the venue, Customer may be required to establish a Master Account with the venue under the terms as set forth by the venue and prior to the commencement of the Event. Customer would then pay the venue for SBMGs services. Customer must notify SBMG if a Master Account has not been secured with the venue so that pre-payment or other payment arrangement can be made with SBMG for services in connection with the Event.

13. CHANGES TO CUSTOMER AGREEMENT. Customer may avoid cancellation fees, as defined in Sec. 11, if Customer requests changes to services specified in this Agreement, so long as the revised Agreement charge is at least 90% or greater than the original agreed Agreement. Otherwise, cancellation fees, as described in Sec 11, will apply. If Customer requests changes to services within 5 days prior to the first day of the Event, Customer understands and agrees that such changes will be subjected to the prevailing rush charges for such last minute changes or requests.

14. INDEMNIFICATION. Customer and SBMG each hereby forever agree to indemnify, defend and hold

harmless the other for any and all claims, losses, costs (including reasonable attorneys fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors or omissions of each party and their respective personnels, agents, representatives and contractors. Customer also agrees to indemnify, defend and hold harmless SBMG against all claims for copyright, patent or other intellectual property infringement including claims for licenses and royalties, as a result of SBMGs use of any and all, without limitation, Customer provided materials, recordings, transmissions, videos, software, hardware etc., in connection with the Event.

15. LIMITATION OF LIABILITY. Under no circumstances will SBMG be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Event.

16. FORCE MAJEURE. SBMGs Performance under this Agreement may be delayed due to unforeseeable and unavoidable delays caused by federal, state or municipal actions, statutes, ordinances or regulations; acts of god, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; pandemics or other medical-related local, state, or national issues; or other unforeseeable incidents outside of SBMGs control which shall make such performance impossible and/or impractical. Notwithstanding any other provision of this Agreement, the parties to this Agreement acknowledge and agree that (a) the rapid spread of the COVID-19 virus (the Virus) may have an impact on the ability of SBMG to fully perform its obligations hereunder within the timeframes prescribed in this Agreement, and that (b) the actual economic impact on SBMG cannot be calculated at this time. Such obligations include but are not limited to providing goods or services as required in this Agreement. In recognition of this possibility, the parties agree that this Virus pandemic and all pandemics shall be deemed Force Majeure events, notwithstanding any traditional definitions of Force Majeure or similar provisions which may have otherwise excluded this Virus or other similar coronaviruses from such definition in this Agreement.

17. LOSS DAMAGE WAIVER (LDW). If LDW applies and is quoted in the Event order and Customer does not elect to decline LDW for the Event, Customer understands that charges for loss or damage to SBMG owned property will be waived by SBMG. Customer further acknowledges and understands that if any loss or damage occurs, Customer will be required to participate in any investigation by SBMG, facility security and/or other authorities. If it is determined that the loss or damage was intentionally caused by Customer or its representatives, this LDW shall not apply and Customer will be fully responsible for all such loss or damage.

18. MISCELLANEOUS. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located. Time is of the essence with respect to each party's obligation hereunder. The individuals signing this Agreement each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this Agreement. The provisions of this Agreement may only be modified by written Agreement signed between the parties.

19. ADDITIONAL TERMS AND CONDITIONS. From time to time, additional Event-specific terms may also be included throughout the Agreement. Customer understands and agrees to any additional provisions contained within the Event Agreement.

Date: _____

Company
Signature: _____

Name/Title: _____

Date: _____

Client
Signature: _____

Name/Title: _____