

G - FORCE STUDIOS
415 N PRINCE STREET, SUITE 201
LANCASTER, PA 17603
(717) 222-2222

PROPOSAL FOR PRODUCTION SERVICES

CELEBRATING 75 YEARS
XYZ CORPORATION

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Proposal and Agreement for Production Services

XYZ CORPORATION 75TH ANNIVERSARY CELEBRATION

OCTOBER 17, 2006

VENUE: ABC STADIUM, LANCASTER PA

As lifetime residents of Lancaster County, the staff of G-Force Studios (“GFS”) is pleased to provide XYZ Corporation (“Client”) with a proposal to provide complete production services for their 75th Anniversary Celebration to be held on October 17, 2006 at ABC STADIUM in Lancaster, Pennsylvania.

The event will be held outdoors, and various activities will be provided for the 2,000+ guests in attendance. Live music will be performed by a quintet playing favorites of the past few decades.

OVERVIEW OF SERVICES

G-FORCE STUDIOS IS PROUD TO OFFER THE FOLLOWING SERVICES FOR THIS EXCITING EVENT:

1. **SOUND REINFORCEMENT:** GFS shall provide complete sound reinforcement for the band’s live performance, scheduled as noted on the Event Information Sheet attached to this proposal. Included in the fees shall be a high quality sound system suitable for ample coverage of the venue and audio enjoyment of the entire audience.

The main sound reinforcement system shall consist of 12 high quality EAW® speaker cabinets, providing excellent acoustic response for musical reproduction and extraordinary speech intelligibility for announcements and speeches. The system shall be powered by top of the line Lab.Gruppen® amplifiers. This 15,000 watt PA system will provide an enjoyable listening experience for all audience members – presenting acoustic material in an evenly dispersed, fully balanced, properly equalized and tightly controlled manner. The attention to detail will result in a pleasant listening experience at reasonable volume levels and vastly reduced ear fatigue. Attendees will enjoy the experience of live entertainment without the normally associated excess volume of sound produced by traditional PA systems.

Stage monitoring and foldback for the performers shall consist of up to 4 Class A self-powered monitors from Mackie®, providing outstanding stage coverage and artist satisfaction.

Best in class microphones from Shure®, Neumann®, AKG®, Audio Technica® and Earthworks® will be provided for all instruments and performers. A separate wireless microphone will be provided specifically for announcements and speeches by event participants, as well as the designated Master of Ceremonies.

The main sound mixing functions shall be performed on Midas® and Yamaha® consoles, providing both digital and analog mixing options.

2. **LIGHTING:** A premium stage lighting system shall be provided, including 16 Par 64 instruments with various colored gels. Each A 10' high by 20' wide box trussing system will be erected over the stage for proper lighting placement and visual appeal. Each lighting instrument shall be individually dimmable and controlled through a properly placed DMX-based dimmer system.

A 1,000 watt follow-spot fixture will provide spotlight capabilities when needed. This fixture shall offer an optional selectable color feature, and be situated near the main sound console area.

OPTIONS AVAILABLE FOR THIS PACKAGE

To provide the most flexibility to meet Client's needs for this event, GFS has broken out the pricing for the event into several tiered options:

PRICING PACKAGE AND OPTIONS:

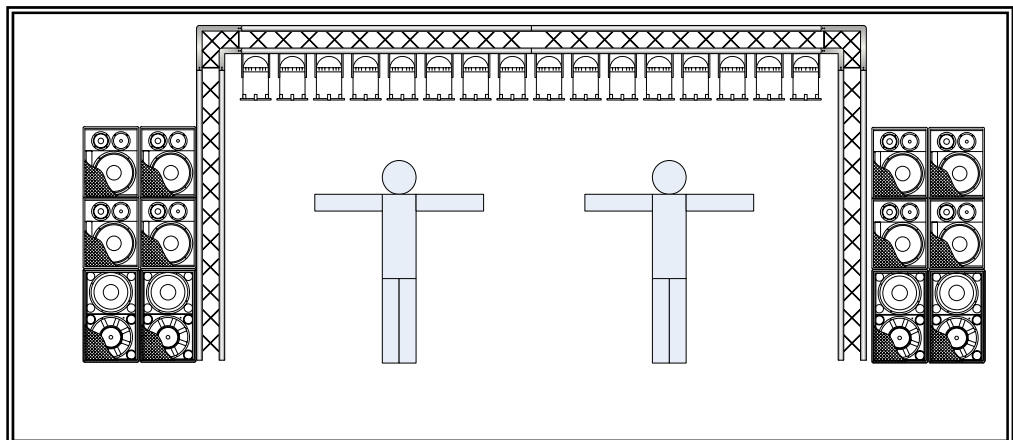
- **Base Fees:** The base fee for the event shall be \$XXXX. This fee shall include all necessary equipment to provide sound reinforcement and lighting during the band's performance.
- **Show Setup:** The stage and performance area will be located on the rear of a wooden decked flatbed truck at least 26' x 8' in size. This truck will be available for setup between the hours of 11:00am and 1:00pm. Once setup and soundcheck is complete, the equipment will be made safe and the truck's position will be marked, then the vehicle will be relocated off the ball field. At approximately 5:00pm, the truck will be moved back to the space immediately in front of the home team dugout, positioned as close as possible to the original spot. The time between 5:00pm and 5:30 will be used to reassemble the sound equipment and the band will begin playing at 5:30pm.
- **Other Services:** (1) While the mobile stage is in its main location, the stage and up to 4 wireless microphones will be made available to THD for use by management and staff for announcement and other purposes. (2) Electrical distribution and connectivity will be fully provided by GFS for the event production services contemplated in this proposal. Hookup will be provided by ABC STADIUM with at least 100amp 220v AC electrical tie-ins. ABC STADIUM staff will assist in this process. (3) Safe cable management will be observed by GFS at all times. Due to the stage relocation activities, some cables may not be fully restrained or hidden.

Initial Below to Indicate Services Desired Under this Agreement		
	Fees	Intials
Base Fees:	\$XXXX	
Show Setup and Event Services:	\$XXX	
Total:	\$XXXX	

EVENT WORKSHEET

<p>EVENT DATE: LOCATION:</p>	
<p>Number of Stages: Location of Stages:</p>	
<p>Band Information: Please list all known band information – Names, Contact Information, Number of Band Members, etc. At least one contact person per band is preferred.</p> <p>Band Name(s):</p> <p>Band Contact(s):</p>	
<p>Contact Information: Contacts should be provided for each area listed below. Please include first and last name, mobile phone number, email, and office number.</p> <p>Venue Contact:</p> <p>Event Contact:</p> <p>Stage Manager:</p> <p>Billing Contact:</p>	
<p>Setup and Showtimes: Please identify the approximate activity schedule for the event. Be sure to note when the initial setup time begins, when the audience is permitted to enter, what time the performances begin, what time the performances end, and what time loadout must be complete.</p>	
<p>Special Requests or Requirements: Please list any special requests or requirements.</p>	

Planned stage view from front. Stage is to be positioned on top of a flatbed trailer.



G-FORCE STUDIOS EVENT SERVICES AGREEMENT

AGREEMENT dated as of the date set forth below (this Agreement) by and between G-Force Studios (GFS) having its principal place of business at 415 N Prince St, Suite 201, Lancaster, PA 17603, and the Client whose name and address appear below (Client).

WHEREAS, GFS can provide necessary knowledge, experience, and equipment relating to Event Services with audio, video, and lighting;

WHEREAS, the Client desires GFS to perform Event Services;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants hereinafter set forth, it is agreed by and between GFS and the Client to abide by the terms and conditions of this Agreement:

Client Legal Name and Address:

XYZ Corporation
222 Main Road
Lancaster, PA 17603

1) EVENT SERVICES

Within the scope of this Agreement, Event Services may include: Audio, video and lighting systems analysis, design, recommendation, implementation and set-up; and customized setup, analysis, design, systems development. Further specifications related to the services GFS will provide Client may be attached in Exhibit form, however, these specifications shall not be incorporated within this Agreement unless duly authorized.

2) PERSONNEL

GFS shall provide personnel to perform the Event Services. GFS shall appoint an Event Coordinator who will coordinate these services and be the Client's contact within GFS. Appropriate personnel may include, but not be limited to, management and consulting personnel, independent contractors, and other resources as deemed appropriate by GFS.

3) COMMUNICATION

Both parties agree that communication regarding the performance of this Agreement may include, but not be limited to, electronic communication via electronic mail, facsimile, or other electronic means. Client agrees that: (1) an identification code (USERID) contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity; (2) all electronic communications require

a receipt or acknowledgement for verification; acceptable verification includes delivery confirmation and transmittal receipts; and, (3) electronic communication that is not verifiable will not be legally binding in any way.

4) AUTHORITY AND REPORTING

Event Coordinator shall report to the contact person designated by Client (Contact). At no time will GFS and its agents be empowered with nor exercise direct control or supervision over the employees of Client or Suppliers. At no time will the employees of Client or Suppliers exercise direct control or supervision over GFS and its agents.

Client Contact Information:

Mr. John Doe
XYZ Corporation
222 Main Road
Lancaster, PA 17603
Phone: (800) 222-2222
eMail: john.doe@xyzcorp.com

5) PAYMENT TERMS AND CONDITIONS

All fees for services and expenses as billable to the Client shall be paid as follows: A fifty percent (50%) deposit due concurrent with the signing of this Agreement; and the remaining fees are due on the Event Date. In the event GFS does not receive payment within the prescribed terms, GFS, at its sole discretion, shall have the option to terminate or stop performing under this Agreement without further notice to the Client. Furthermore, if the Event Date is postponed, moved, or cancelled within the four weeks prior to the originally scheduled Event Date, Client agrees to pay GFS a rescheduling fee up to, but not exceeding, fifty percent (50%) of the total fees under this Agreement.

6) GEOGRAPHIC LOCATIONS

Client acknowledges that GFS and its agents may provide their services at the Client's sites and other locations. Client agrees that these locations shall be limited to the continental United States. Client agrees to reimburse GFS for reasonable travel and living expenses incurred during the performance of such duties.

7) ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret any of the provisions of this Agreement, GFS shall be entitled to reimbursement for its reasonable attorneys' fees and expenses, based on actual time expended, at normal hourly rates, in addition to any other relief to which it may be entitled.

G-FORCE STUDIOS EVENT SERVICES AGREEMENT

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of same or any other provisions herein. In the event any provision of the Agreement is held by any court to be invalid, void, or unenforceable by action of law or equity, the remaining provisions shall continue in full force and effect.

8) LIMITED LIABILITY

Client agrees that GFS and its agents shall be held free and clear of any liability related to the performance of the audio, video and lighting system, including, but not limited to, liability associated the performance by Suppliers, and the actions of Client.

9) LIMITED WARRANTY

GFS only warrants that it will provide its service as herein described. Manufacturers, suppliers or publishers may provide their own warranties to Client. THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10) NOTICE

Any notice delivered under this Agreement shall be deemed delivered when personally delivered, or three days after said notice is deposited with the United States Postal Service, postage prepaid, addressed to the parties at their address set forth on the first page of this Agreement. Any party may change the address to

which notices are to be sent by mailing written notice thereof to the other party as provided in this Paragraph.

11) HIRING OF RESOURCES

The employees of GFS possess valuable knowledge of the company's proprietary information, client lists, technical data and confidential services. Clients shall not hire or attempt to hire, in any fashion (employee, independent contractor, etc.) any employee of GFS while this Agreement is in effect and for one year subsequent to this Agreement's termination.

12) LAWS GOVERNING

The existence, validity, and construction of this Agreement shall be governed in all respects by the substantive laws of the Commonwealth of Pennsylvania.

13) ENTIRE AGREEMENT

The Client acknowledges that the Client has read this Agreement, understands it and agrees to be bound by its terms. Client further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement is not subject to modification except by an agreement in writing signed by both parties hereto.

IN WITNESS THEREOF, GFS and the Client have executed this Agreement by their duly authorized representatives:

Agreed:

Agreed:

XYZ Corporation
222 Main Street
Lancaster, PA 1763

G-Force Studios
415 N Prince Street, Suite 201
Lancaster, PA 17603

By: _____

By: _____

Authorized Signature

Authorized Signature

Name, Title (type or print)

Ren Baker, CEO
Name, Title

Date

Date