

# Real Vizion

## SERVICE AGREEMENT

THIS CONTRACT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, (the "Customer") and Real Vizion, of Anchorage, Alaska, (the "Company")

### BACKGROUND

A. WHEREAS, the Customer desires to obtain certain Services described hereunder from the Company;

B. AND WHEREAS Company agrees to provide such Services to the Customer on the terms and condition set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Services

The Customer hereby appoints Company to provide the following services to Customer (the "Services"):

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### BACKGROUND:

A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

**2. The Customer hereby agrees to engage the Service Provider to provide the Customer with services** Whereas, the Business manager (RV) acknowledges all of the forgoing and is desirous of procuring for the party or parties the full benefit and value of marketing and advertising. In return the said party or parties will render services of entertainment, which include rehearsal and all else agreed a pond by the Business manager (RV). This agreement can be renegotiated if both parties are not in accordance after 6 months

(the "Services") consisting of:

? \_\_\_\_\_  
\_\_\_\_\_.

**3. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.**

Term of Agreement 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

**4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days' notice to the other Party.**

**5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.**

### **Performance**

**6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.**

### **Currency**

**7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).**

### **Compensation**

**8. For the services rendered by the Service Provider as required by this Agreement, Necessary Information and Materials** Customer will be solely responsible to supply the Company all information, materials, data, specifications and documents in the agreed time necessary to perform the Services agreed under this Agreement the Customer will provide compensation (the "Compensation")

### **9. Payment**

During the term of this Agreement, Customer shall pay the Company for its Services under this Agreement the sum of \$\_\_\_\_\_. Payment shall be made by the \_\_\_\_\_ day of the month following receipt of Company's invoice for the Services. Refer to attached sheet for specific pay details. Refer to payment attachment for details.

### **10. Indemnification**

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sub licensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents.

### **11. Confidentiality**

Company in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Customer. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Customer and any data, documents, discussion, or other information developed by Company or hereunder and any other proprietary and trade secret information of the Customer whether in oral, graphic, written, electronic or machine-readable form. The Company agrees to hold all

such Confidential Information of the Customer in strict confidence and shall not, without the express prior written permission of the Customer, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

## **12. Termination**

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice (“Termination Notice”) to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) days notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

## **13. Assignment**

Company shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Customer and any attempt by Company to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

## **14. Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) 48 hours prior to services rendered; or (b) on the day of services rendered.

## **15. Governing Law**

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Alaska.

## **16. Dispute Resolution**

All disputes under this Agreement shall be settled by arbitration in state of Alaska before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

## **17. Severability**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

## **18. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY’S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH

## **19. Entire Agreement; Amendment:**

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

**20. Waiver**

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**21. Captions**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

**IN WITNESS WHEREOF**, the Customer has signed this Agreement as of the date first set forth above.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
HOME/CELL PHONE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE