



Event Coordination Services Proposal

Tuesday, July 25, 2023

Joan Bibelhausen
Lawyers Concerned for Lawyers
2550 University Ave. W. #313N
St. Paul, MN 55414

Introduction

Ripple Event Marketing is a full-service event marketing agency that provides complete planning, consulting, and oversight of nonprofit events. Owner Alicia Baraga has been coordinating events large and small since 2010.

About the Owner

I began my career in events working at WomenVenture, a medium-size nonprofit that helps women achieve economic success through small business ownership. I was part of a small team (two of us) that produced their annual fundraising luncheon hosting 1,100 guests and featured celebrity speakers.

In my time at WomenVenture I also coordinated a first-time professional development conference hosting 200 guests and featured multiple speakers and breakout session.

In 2012, I left WomenVenture to start my own company. I have coordinated events for a variety of nonprofit organizations of various sizes with a range of audiences, goals, and types of events.

Services

Pre-Event

- Meet with organization leader to review event objectives and scope
- Create planning timeline and work with organization to determine a budget
- Facilitate monthly meetings with planning team
- Act as point of contact for all event vendors (graphic designer, venue, catering, AV, etc.)
- Review contracts & manage relationships with speakers & entertainment
- Create Show Flow & Volunteer Grid
- Write script and conduct pre-event run-through with speakers



- Work with staff to ensure sponsors receive promised benefits

Day of Event Coordination

- Coordinate set up of venue
- Volunteer management
- Coordinate tear down of event

Post-Event

- Create event recap document

Contracted Services

Pre-Event Services	✓
Day-Of Event Coordination	✓
Post-Event Services	✓

Total ~~\$9,000~~
\$8,000

Terms and Conditions

Amount

The total contract amount for the services shall be \$8,000

Terms of Payment

The Client shall pay 1/3 of total contract price as down payment, due upon signing of this agreement, pay an additional 1/3 of total contract price midway through project and the final 1/3 after conclusion of the event.

Total due upon signing of contract = \$2,666

Total due on January 5, 2024 = \$2,666

Total due on May 10, 2024 = \$2,668



This agreement is made as of the day 25th of July, 2023 between Ripple Event Marketing located at 4340 Reiland Lane, Shoreview, MN 55126 (hereinafter referred to as PLANNER) and Lawyers Concerned for Lawyers (hereinafter referred to as COMPANY).

Whereas the COMPANY is organizing the LCL Stepping Up Breakfast to be held on Thursday, April 25, 2024 (the "Event").

COMPANY seeks to hire PLANNER as the principal planner of the Event and to provide COMPANY general event planning services as outlined this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the COMPANY and the PLANNER agree as follows:

- I. Planner:
 - The PLANNER agrees to use the COMPANY'S name, logo or trademark in any material used by the PLANNER in promotion of the Event, including but not limited to any public announcements in newspapers, magazines, billboards, tickets or television or radio announcements.

- II. Company:
 - COMPANY agrees to appoint one individual to serve as decision maker and main point of contact for PLANNER.
 - Unless noted herein, COMPANY will pay all third-party vendors and service providers directly for any services or products purchased by COMPANY for the Event, regardless of the fact that the PLANNER arranged, hired, or ordered the services or products at COMPANY'S request. Except for purchases that may be specifically set forth in an Event budget approved by the COMPANY, the PLANNER will not order materials or otherwise cause the COMPANY to incur any expense for products or services without first receiving prior written approval for each such expense from COMPANY. PLANNER agrees to submit written estimates for any services or products requested by COMPANY that exceeds originally agreed upon Event budget. COMPANY shall promptly, and in any event not later than 5 business days, either approve or deny such expenditures.

- III. Independent Contractor
 - The Parties acknowledge that the PLANNER is an independent contractor with respect to the COMPANY and has no authority or power to bind the Company to any contract or agreement or to incur debts, obligations, or commitments of any kind whatsoever for or on behalf of the Company.



- The PLANNER acknowledges that any person or persons retained by the PLANNER to work on or at the Event, will be contractors of the PLANNER and the PLANNER will be solely responsible for all compensation to which such contractor(s) would be entitled under applicable laws.

IV. Miscellaneous Provisions

- Indemnification. The PLANNER agrees to indemnify and hold harmless the COMPANY and its directors, officer, agents and employees from and again any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Event, including but not limited to any such claims that may be asserted by any employees of the PLANNER, any contractor, vendor or other service provider for the EVENT, with the exception of payments due for services or products for which COMPANY has approved. This indemnification provision shall survive the term of this Agreement or any cancellation or abandonment of the terms and conditions contemplated herein.
- Force Majeure. The PARTIES shall be excused from performance if the Event is cancelled due in whole or in part to any cause beyond their reasonable control, including but not limited to, action or inaction of any government, war, civil disturbance, insurrection, sabotage, act of public enemy, labor strike, accident, fire, flood, storm or other act of God.
- Successors and Assigns. The PARTIES agree that this agreement shall be binding upon each of its successors and assigns that this Agreement may not be assigned to a third party, without the written consent of the COMPANY.
- Confidentiality. The PARTIES agree that neither party shall without prior written consent authorize the other to disclose to any third party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, as required by the laws of the applicable jurisdiction or by court order. The PARTIES further agree that each of them may disclose any and all relevant information, on a confidential basis to either the COMPANY'S or the PLANNER'S attorneys, accounts or financial institutions. The PLANNER will receive access to or knowledge of the COMPANY'S donor list, sponsor list, email distribution lists, and other information relevant to fundraising activities conducted by the COMPANY (the "COMPANY Information"). The PLANNER agrees to hold all COMPANY Information confidential and the PLANNER shall not use the COMPANY Information for any purpose other than providing services to the COMPANY pursuant to this Agreement.
- Amendments. No modification, supplement, termination or amendment to this Agreement may be made unless agreed to by the PARTIES in writing.



- Notices. Any notice required or permitted to be given hereunder may be effectively given by letter delivered either by personal delivery, registered mail or by electronic means, addressed to the recipient as follows:

V. Each Party agrees to maintain a policy or policies of insurance or self-insurance sufficient to satisfy its respective duties and obligations under this Agreement to the extent such duties and obligations are commercially insurable. Each Party further agrees to provide written evidence of such insurance (including certificates of insurance or other evidence providing reasonable assurances) to the other Party within seven days following receipt of written request, therefore.

The Parties hereto have duly executed this Agreement as of the day and year first written above.

Lawyers Concerned for Lawyers

Ripple Event Marketing

Name: Joan Bibelhausen

Name: Alicia Baraga

Title: Executive Director

Title: Owner

Date

Date

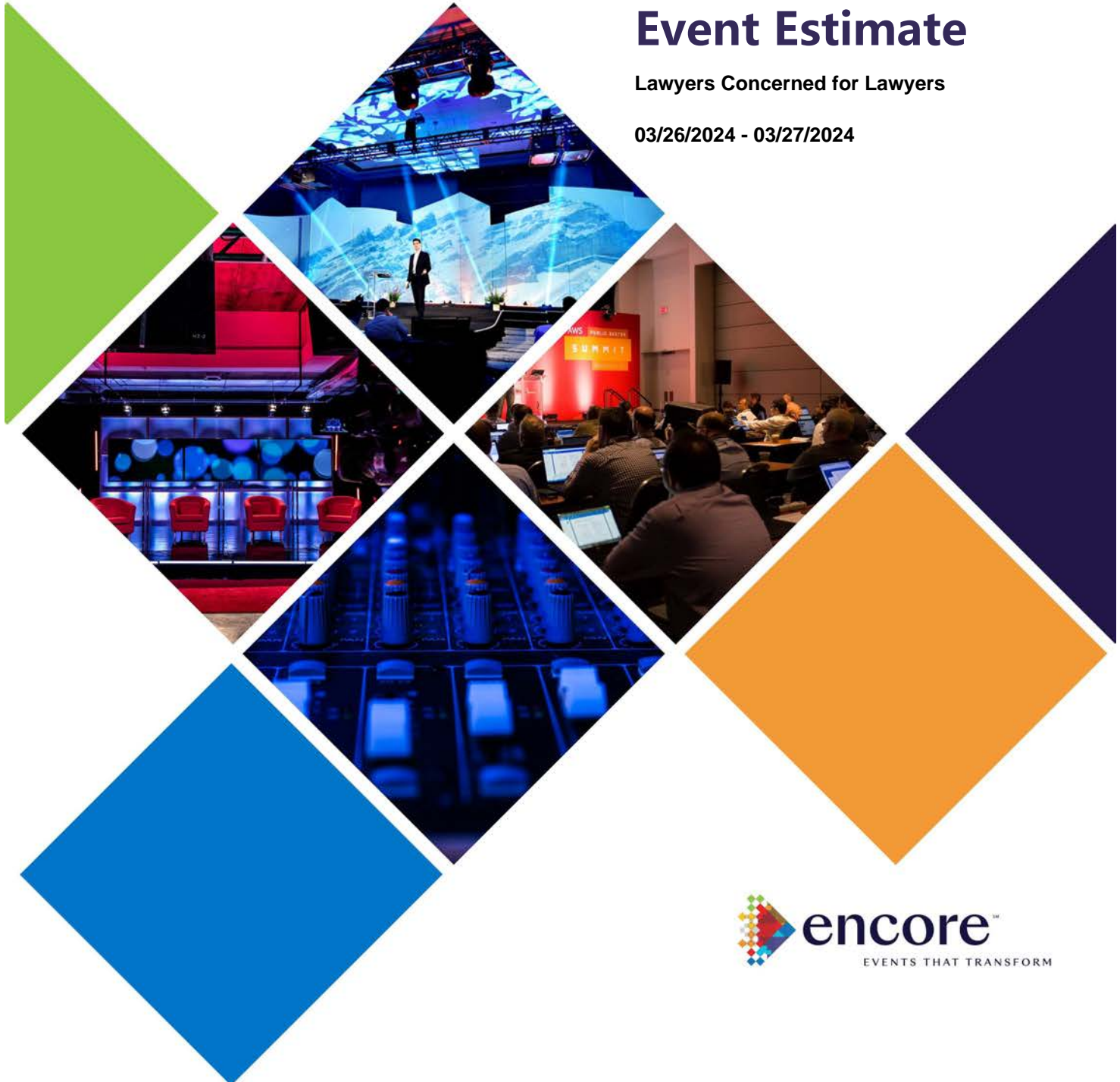
We deliver events that transform

With over 1.7 million hybrid, virtual, and in-person events produced every year, Encore has the unique ability to seamlessly connect in-person and virtual audiences, creating events that have the power to engage and inspire. As the industry leader with a global footprint reaching more than twenty countries, our vast network of local and global industry professionals know individual markets inside and out.

Event Estimate

Lawyers Concerned for Lawyers

03/26/2024 - 03/27/2024





The Marquette Hotel, Curio Collection by Hilton
 710 Marquette Ave
 Minneapolis, MN 55402
 Tel: (515) 557-0555

Currency: USD Page 1 of 7

Quote # 4289-1284

Lawyers Concerned for Lawyers
Attn: Alicia Baraga
2550 UNIVERSITY AVE W
#313N
Saint Paul, MN 55114

Contact Name:	Alicia Baraga	Show Date(s):	03/26/2024 - 03/27/2024
Contact Phone:	(685) 485-3242	Show Name:	Lawyers Concerned for Lawyers
Email:	alicia@rippleeventmktg.com	Show Location:	The Marquette Hotel, Curio Collection by Hilton
Quote No:	4289-1284		710 Marquette Ave
			Minneapolis, MN 55402
Hotel CS Manager:	Leni Bohme		

Conveyance Method: Pickup
 Billing Method: Master

	Ext. Price
Equipment Rental	\$2,903.00
Setup Charges	\$600.00
Subtotal	\$3,503.00
Service Charge*	\$875.75
Loss Damage Waiver	\$116.12
Tax	\$360.73
Total Estimate	\$4,855.60

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.

Encore
 Prepared For: Lawyers Concerned for Lawyers
 Quote No: 4289-1284
 Total Estimate: \$4,855.60

Date: 03/26/2024 - 03/26/2024

Room: Labor

Time: 12:00AM - 11:59PM

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
<i>Labor</i>									
2	Technician To Set	\$100.00	\$150.00	\$200.00		2.00	0.00	0.00	\$400.00
Subtotal:									\$400.00

Date: 03/27/2024 - 03/27/2024

Room: TBD

Time: 12:00AM - 11:59PM

Equipment And Sales

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Video</i>				
1	HDMI 4K60 1x4 DA	1	\$305.00	\$305.00
2	Engage Meeting Package 8'	1	\$770.00	\$1,540.00
1	EMP Projector		\$445.00	
1	EMP Speaker		\$0.00	
1	EMP Screen Frame 8'		\$325.00	
1	EMP Screen Surface 8'		\$0.00	
1	EMP Cable Lot		\$0.00	
2	EMP Lightitude		\$0.00	
<i>Audio</i>				
2	Wireless Microphone	1	\$220.00	\$440.00
1	Shure Wireless Receiver - Single		\$220.00	
1	UHF Wireless Mic Bodypack & Lav		\$0.00	
1	Wireless Mic Transmitter - Handheld		\$0.00	
1	PC Audio Package with Small Speaker System	1	\$618.00	\$618.00
1	6 Channel Compact Recording Mixer		\$140.00	
1	Small Audio Cable Lot		\$95.00	
1	Passive Direct Box		\$75.00	
2	JBL 10" 2-Way Powered Speaker		\$240.00	
2	Tripod Speaker Stand 3'8" - 6'7"		\$68.00	

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Date: 03/27/2024 - 03/27/2024

Room: Labor

Time: 12:00AM - 11:59PM

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
<i>Labor</i>									
2	Technician To Strike	\$100.00	\$150.00	\$200.00		1.00	0.00	0.00	\$200.00
Subtotal:									\$200.00

	Ext. Price
Subtotal	\$3,503.00
Service Charge*	\$875.75
Loss Damage Waiver	\$116.12
Tax	\$360.73

Total Estimate **\$4,855.60**

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.
 Thank you for your business.

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Event Quote will be valid for a period of thirty (30) days from the date of the Event Quote or until December 31 of the calendar year in which the Event Quote was issued, whichever is earlier ("Acceptance Period"). These General Terms and Conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC ("Encore") to the customer ("Customer") for the event ("Event") at the venue ("Venue"), each as specified in the Event Quote (or similar ordering document) to which these Terms are attached, and form an integral part of such Event Quote or similar ordering document. In the event that this Event Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period. Encore agrees to provide and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Event Quote. The Event Quote and these Terms may be collectively referred to as the "Agreement."

2. **ESTIMATE.** Encore developed this Event Quote based upon information provided by the Customer. This Event Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Customer will be charged for those overages at Encore's standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Event Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Event Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. **LABOR RATES.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Event Quote, Encore will bill the Customer and will pay for the appropriate prevailing or premium rate for the additional hours worked.

4. **EVENT TECHNOLOGY SUPPORT.** If Event Technology Support (ETS) is listed on your Event Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, 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 Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.

5. **SERVICE CHARGES.** If Service Charges are listed on your Event Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.

6. **ADMINISTRATION FEES.** If Administration Fees are listed on your Event Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

7. **LOSS DAMAGE WAIVER (LDW).** If LDW is quoted in the Event Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

8. **EQUIPMENT RATES.** This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Event Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.

9. **EQUIPMENT HANDLING.** This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.

10. **DAMAGE & SECURITY.** This Section 10 does not apply to a fully virtual event. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer's failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Event Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. **EQUIPMENT FAILURE.** Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Event because of inoperable equipment or other service issues.

12. **PAYMENT.** (a) **Master Account** Following the Event, Encore may issue Customer an "Event Order" which summarizes all actual charges. If the Venue requires Customer to establish a "Master Account" with the Venue, the Venue will be Encore's agent for payment. Encore will invoice the Venue, and the Venue will invoice Customer. Customer will pay the Venue. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in

Encore

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Quote No: 4289-1284

Total Estimate: \$4,855.60

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accordance with the Venue's payment terms; (b) **Direct Bill** – If the Venue is not invoicing Customer through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Event Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Event Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application; and (c) **Late Payment** – If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

13. **CREDIT CARDS.** Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000, but Encore must approve such payment arrangements in writing in advance.

14. **CREDIT CHECK.** Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable, and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate. If Customer fails to make payment by the specified payment date, outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

15. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Event Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Event Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

16. **CHANGES TO EVENT QUOTE.** Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 15 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

17. **INDEMNIFICATION.** Customer and Encore each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

18. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

19. **COOPERATION IN INVESTIGATIONS.** Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

20. **INTELLECTUAL PROPERTY.** Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Event Quote and as otherwise requested by Customer. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

21. **NO OTHER WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ENCORE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

22. **FORCE MAJEURE.** The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits

Encore

Prepared For: Lawyers Concerned for Lawyers

Quote No: 4289-1284

Total Estimate: \$4,855.60

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made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made).

23. INTERNET/NETWORK EQUIPMENT AND SERVICES. In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the venue's internet/network must have purchased connectivity and/or bandwidth from Encore; (b) No customer provided servers, routers, managed switches or security appliances are allowed without prior written approval from Encore; (c) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth, room, meeting space, or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or an extended distance from the originally agreed upon drop point will incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) WIRELESS (802.11) DECLARATION. Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore's on-site representative. Customer provided access points are prohibited for use within the Event facility without Encore's advance written approval. Approvals may incur a site survey or engineering fee.

24. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

25. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore's handling of Customer's materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Customer's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

26. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principals of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois without regard to principles of conflicts of laws.

27. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer agrees that the Agreement and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by Encore of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in Encore's possession will be deemed for all purposes to be an executed original. In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

28. ADDITIONAL TERMS AND CONDITIONS. From time to time, Encore may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

Encore

Prepared For: Lawyers Concerned for Lawyers

Quote No: 4289-1284

Total Estimate: \$4,855.60

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Approved By: _____

Printed On: 05/25/2023 05:34 PM

Prepared By: Lance Vo

Prepared For: Lawyers Concerned for Lawyers (Alicia Baraga)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Signature as Acceptance of the Proposal and Terms

Date of Acceptance