

# EVENT SERVICES AGREEMENT

BETWEEN:

**MOBILE LASER COMBAT INC.**

38 Oriole Road North  
Lethbridge AB T1H 4S3  
("MLCI")

-and-

\_\_\_\_\_  
\_\_\_\_\_  
(the "Client")

The following is a list of the terms and conditions upon which MLCI has agreed to provide services to the Client, and upon which the Client has agreed to retain MLCI to provide such services. By signing below, you agree to be bound by the terms of this Agreement.

1. **DESCRIPTION OF SERVICES** - The Client wishes to hire MLCI to assist with hosting a laser tag party (the "Event") for the Client's guests, on the date (the "Event Date"), at the location (the "Event Location") and with services to be provided by MLCI (the "Services") as described in Schedule "A" attached hereto (the "Services Schedule"), which forms an integral part of this Agreement.
2. **FEES AND PAYMENT** – The fees (the "Fee") and the deposit ("Deposit"), if any, payable by the Client to MLCI with respect to the Services shall be as set out in the Services Schedule.
3. **LOCATION REQUIREMENTS** – Unless otherwise specified in the Services Schedule, and except where the Event Location is chosen and arranged by MLCI, the Client shall be responsible for the following:
  - a. ensuring that any and all licences, registrations and permissions have been obtained that may be necessary to host the Event at the Event Location;
  - b. ensuring that the Event Location is suitable for hosting the Event, and that the Event Location does not contain any hazards that could be reasonably expected to result in bodily injury to Event participants; and
  - c. all costs and/or deposits, permissions, authorizations, and other requirement relating to use of the Event Location and for any cancellation of the same.
4. **CANCELLATION BY THE CLIENT** - The Client understands that upon entering into this Agreement, MLCI is committing time and resources to the Event and further, that cancellation would result in lost income and lost business opportunities in an amount that is hard to precisely calculate. Therefore, the following cancellation provisions shall apply with respect to a cancellation by the Client:
  - a. If the Client provides written notice to MLCI of its request to cancel the Event more than \_\_\_\_ days before the Event Date, the Deposit shall be immediately forfeited to MLCI, however, the Client shall be entitled to a refund of the remainder of the Fee, if any, paid to MLCI;
  - b. If the Client requests cancellation of this Agreement less than \_\_\_\_ days before the

Event Date, subject to Section 12 below, the Deposit shall be immediately forfeited to MLCI, and the Client shall remain obligated to pay the balance of the Fee owing to MLCI. Any remaining balance will be payable immediately upon the notice of cancellation being given to MLCI.

5. **CANCELLATION BY MLCI** - MLCI reserves the right to cancel the Event and this Agreement if the Client fails to adhere to provisions of this Agreement, in which case the Deposit shall be forfeited to MLCI and MLCI shall be entitled to the entire remaining balance of the Fee, payable immediately. MLCI also reserves the right to cancel the Event if, in the opinion of MLCI, the Event Location chosen by the Client is dangerous or otherwise deemed unsuitable for the Event, in which case, the Deposit paid, if any, shall be forfeited to MLCI, however, the remainder of the Fee paid, if any, shall be refunded to the Client. If MLCI shall be required to cancel the Event due to reasons beyond its control, including but not limited to severe weather events, medical emergencies, or public health restrictions, the Client shall be entitled to a refund of the entire Fee and Deposit paid to MLCI. MLCI shall have no responsibility or liability to the Client for cancellations beyond these terms.
6. **CHANGES TO THE SERVICES SCHEDULE** - If MLCI or the Client determine that additional or different Services are required or desirable, or other changes are required to the Services Schedule, MLCI and the Client will discuss and consider the proposed changes in a spirit of mutual cooperation. Confirmation of any change agreed to by both parties shall be provided by way of an amendment to the Services Schedule signed or initialled by both parties, or via clear e-mail confirmation of the change being delivered by each party to the other (with confirmed receipt), which shall be sufficient to record such change. For the purposes of clarity, no changes may be made to the Services Schedule without the express consent of both parties.
7. **MLCI INSURANCE** – MLCI has, or will obtain as of the Event Date, **general liability insurance** relating to Service in an amount no less than **\$1,000,000** per occurrence, however, the Client will indemnify and hold harmless MLCI for any damage, theft, or loss of MLCI's property occurring at the Event, caused by the Client or any of the Event participants.
8. **CLIENT INSURANCE** – The Client shall ensure that it has in force and effect, as of the Event Date appropriate event liability insurance, including but not limited to insurance covering third-party bodily injury and property damage in an amount of no less than **\$1,000,000.00** per occurrence covering the activities taking place during the Event.
9. **COORDINATION WITH VENUE**. MLCI will need to have access to the Event Location no later than \_\_\_\_\_ hours in advance of the start time for the Event, and \_\_\_\_\_ hours after the end time for clean-up. Where the Client has chosen the Event Location, the Client will make all necessary arrangements, at the Client's expense, to arrange this access.
10. **EVENT SAFETY** – In addition, the Client agrees to comply with, and to ensure that all of the Event participants comply with all reasonable requests and rules stipulated by MLCI or its employees, agents and/or representatives regarding health and safety considerations related to the Event. Failure to comply with this requirement shall be considered a breach of this Agreement, in which case MLCI shall be entitled to cancel the Event, the Deposit shall be forfeited, MLCI shall be entitled to retain any portion of the Fee paid, and the Client shall remain liable to MLCI for any unpaid portion thereof.

11. **PARTICIPANT WAIVER AND COMPLIANCE WITH RULES** - The Client acknowledges that for insurance and liability purposes, MLCI may require Event participants to sign a separate waiver prior to participating in the Event, whereby they waive the right to advance legal claims against MLCI. MLCI shall have no liability to the Client or any other person as a result of preventing the participation of any person in the Event who does not sign such a waiver, or who otherwise doesn't comply with its reasonable rules and regulations for participating in the Event.
12. **LIMITATION OF LIABILITY** – The limitation of liability provisions of this Agreement reflect an informed voluntary allocation of the risks (known and unknown) that may exist in connection with the performance of the Services by MLCI. MLCI and its directors, officers, employees, contractors and agents shall not be liable to the Client for any punitive, exemplary, special or other indirect damages of any kind or nature whatsoever in relation to the provision of the Services or the results thereof, nor for any personal injury or damage to property suffered by the Client or Event participants, howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or MLCI has been advised of the possibility of such damages. In any event, MLCI's total liability and obligation to the Client in the aggregate for any and all claims arising out of or in any way connected to this Agreement and the provision of Services to the Client, regardless of the form of action or theory of liability (including for breach of contract, tort, negligence, by statute or otherwise), shall not exceed the total Fee that has been paid by the Client to MLCI.
13. **INDEMNITY** – The Client hereby agrees to indemnify and hold harmless MLCI, as well as its directors, officers, employees, contractors and agents from all losses, damage suits, claims, costs, expenses, demands, judgments or liabilities of any kind whatsoever arising out of or in any way connected with the Event or the provision of Services, including but not limited to those arising as a result of acts or omissions of the Client or other Event participants.
14. **FORCE MAJEURE** - Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.
15. **INTERPRETATION** – This Agreement supersedes all prior negotiations and representations concerning the Services. Any amendments to, or waivers of, terms of this Agreement must be in writing signed by the Client and MLCI. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision (whether or not similar), nor shall any waiver constitute a continuing waiver unless otherwise expressly provided. In the event that any provision herein or part thereof is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions or parts thereof shall be and remain in full force and effect and shall be construed as if the unlawful, void, invalid or unenforceable provision had been deleted from this Agreement. No presumption shall operate in favour of or against any party hereto as a result of any responsibility that any party may have had for drafting this Agreement. The headings throughout this Agreement are inserted for convenience of reference only and shall not affect the construction of or be used in the interpretation of this Agreement or any provision hereof.

16. **NO ASSIGNMENT** – This Agreement may not be assigned by either party without the written consent of the other party.
17. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and of Canada applicable therein, and the parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Alberta with respect to any dispute relating to the subject matter of this Agreement.
18. **EXECUTION** – This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF** each of the parties hereto have executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**MOBILE LASER COMBAT INC.**

Per: \_\_\_\_\_  
Director / Casey Allsop

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Client name (please print)

**SCHEDULE "A"**  
**SERVICES SCHEDULE**

1. DESCRIPTION OF SERVICES:

MLCI shall provide the following services to the Client (the "Services"):

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2. LOCATION AND DATE OF EVENT:

The Event shall take place at the following location (the "Event Location"):

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The Event shall take place from \_\_\_\_ am/pm to \_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_ (the "Event Date").

3. FEES AND DEPOSIT:

The fee to be charged by MLCI for provision of the Services shall be: \$\_\_\_\_\_ (the "Fee"), which Fee, less the Deposit already paid, if any, shall be paid to MLCI on or before \_\_\_\_\_, 20\_\_ by way of [cash/cheque/debit/credit card/e-transfer].

The Client shall pay a non-refundable deposit to MLCI towards the Fee in the amount of: \$\_\_\_\_\_ (the "Deposit"), which Deposit shall be paid to MLCI on or before \_\_\_\_\_, 20\_\_ by way of [cash/cheque/debit/credit card/e-transfer].

**By initialling below, the Client acknowledges having reviewed and received a copy of this Services Schedule.**

Client Initials\_\_\_\_\_