

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into Friday, August 10, 2018 (the "Effective Date"), by and between PAINTSCAPING, INC. ("PAINTSCAPING"), located at 6124 Lederer Avenue, Woodland Hills, CA 91367, USA, and CITY OF MARGATE ("MARGATE"), located at 102 N Rock Island Rd. Margate, FL 33063, USA. Each of PAINTSCAPING and MARGATE may sometimes be referred to individually as a "Party," and collectively as the "Parties."

### 1. ENGAGEMENT; SERVICES AND DELIVERABLES; AND FEES.

1.1 ENGAGEMENT. MARGATE hereby engages PAINTSCAPING, and PAINTSCAPING hereby accepts such engagement, to provide to MARGATE, on an independent contractor basis and subject to the terms and conditions of this Agreement, one license of "paintscaping"<sup>1</sup> projection/presentation (the "Paintscape") set forth below and all related design, development, production, art creating, and sound effects generation (such paintscaping projection/presentations and the related services and deliverables referred to collectively as the "Work") set forth below.

1.2 CANVAS AND EVENT. Using PAINTSCAPING's paintscaping technology, PAINTSCAPING will create a paintscaping presentation onto the "City of Margate City Hall" (the "Canvas"), within the edges defined in separate document, for the event "Winterfest 2018" (the "Event,"), on Friday, December 14, 2018 (the "Event Date"), with potential tests/setups on Wednesday, December 12, 2018, and Thursday, December 13, 2018 (the "Dates").

1.3 FEE. MARGATE shall pay to PAINTSCAPING, a fee equal to:

1.3.1 -- US \$23,000.00 (the "Fee"), for the 2017 show as is.

1.3.2 -- US \$33,000.00 (the "Fee"), for the 2017 show as is, plus 2 new minutes.

1.3.3 -- US \$43,000.00 (the "Fee"), for a completely new show, at 6 minutes.

payable in accordance with the following deposit/balance schedule. A wire transfer, or paper check to PAINTSCAPING shall be completed on or before dates listed below:

-- Initial deposit of 50% on or before 3 days following the execution of the Agreement.

-- Second deposit of 25% on or before November 15, 2018.

-- Final balance of 25% on or before December 15, 2018.

### 1.3b PAYMENT INFORMATION.

Payments shall be made in the form of check made to:

Paintscaping, Inc.

6124 Lederer Avenue

Woodland Hills, California 91367

1.4 LICENSE. PAINTSCAPING retains ownership of all video and audio digital assets of the Paintscape, excluding all assets provided by MARGATE. PAINTSCAPING's fee includes one (1) license to MARGATE, for unlimited use, on the Event Date. The Paintscape will remain available afterwards for licensing, exclusively to MARGATE.

## 2. PRODUCTION

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<sup>1</sup> What is **paintscaping**? Paintscaping comes from "painting the landscape": producing computer images and animation projected on the real world. -- What is a **Paintscape**? A Paintscape is a computer image or animation projected on the real world.

2.1 DESCRIPTION. PAINTSCAPING shall project the content, per the three (3) different options of 1.3.

2.2 DURATION. Depending on which option of 1.3.

2.3 2<sup>ND</sup> "MOOD PAINTSCAPE" PAINTSCAPING shall provide a second simple loop "mood" paintscape, with no audio, that will be loopable between event paintscares, included in the Fee. Such Paintscape shall be ideal for countdown to the next show, sponsorships, and thank yous.

2.4 CREDITS WITHIN PAINTSCAPE. Wording such as "A PaintScaping.com Production" or "3D Projection Mapping by PaintScaping.com" must be included in the opening credits, as a single card, within the first two (2) cards, and must be included as a single card in the closing credits, as the 1<sup>st</sup> card, within 1 second of the final image.

2.5 TREE CUTTING. MARGATE engages to trim the trees, partly obscuring the canvas, within one (1) week of the execution of this agreement.

2.6 PHOTOS. n/a.

### 3. PROJECTION

3.1 DATES AND TIMES. The test Paintscape shall be shown on or about 3 days prior to the Event Date. The final Paintscape shall be shown on the Event Date. The Paintscape shall be shown as many times and at times determined by MARGATE. To insure image quality, the first show shall be shown no earlier than 6:30pm EST.

3.2 MATERIAL AND SERVICES PROVIDED BY PAINTSCAPING. PaintScaping shall provide:

- 1 HD projector, at resolutions no less than 1920x1080, and at lumens no less than 18k.
- One (1) lens.
- One (1) media file, for the main show.
- One (1) backup projector.
- One (1) media file, for the sponsor loop.
- Two (2) PaintScaping operators, included in Fee, for the Dates.
- Media player, + backup.
- All cables between media player and projector, including cat-5, and HD-SDI or DVI.
- 3' shipping projector box.
- All shipping and delivery costs.

3.3 MATERIAL AND SERVICES PROVIDED BY MARGATE. MARGATE shall provide:

- Audio System (console, speakers, sub, cables, and wireless kit)
- Necessary electrical power, for 110v, and for 208v, within 2 feet of projector's final locations. For the 208v power, MARGATE must provide an L630a female adapter (aka "L630a female twist-and-lock") within 2 feet of the projector.
- Necessary electrical power, for 110v, for all components of the audio system.
- Wood pieces (see clause 3.9).
- Labor for lifting projector from and into its shipping case.
- 4x6 table.
- 2 chairs.
- Desk lamp.
- Weather pop-up tent.

3.4 N/A.

3.5 N/A.

Initials. MARGATE\_\_\_\_\_ PaintScaping:



3.6 STORAGE. It is the responsibility of MARGATE to store the projector in a safe place. We recommend City Hall.

3.7 STRIKING. PAINTSCAPING reserves the right to strike any and all equipment, at PAINTSCAPING's discretion, following the end of the Event, on the Event Date.

3.8 PROJECTOR BACKUP. Included in clause 3.2.

3.9 PIECES OF WOOD. MARGATE must provide these pieces of wood. Four (4) of each, all 2 feet long, for projector adjustment purposes:

- 1x4 inches
- 2x6 inches
- 4x6 inches

#### 4. TRAVEL, ACCOMMODATIONS, AND PERKS

4.1 FLIGHT. PAINTSCAPING will provide all costs related to airfare.

4.2 LOCAL TRANSPORTATION. PAINTSCAPING will provide all costs related to local transportation.

4.3 ACCOMMODATIONS. MARGATE will provide one (1) room for a PAINTSCAPING representative, at hotels within five (5) miles of the Event, but preferably walking distance, if possible, from December 12, 2018, to December 15, 2018.

4.4 INTERNET ACCESS. Accommodations in 4.3 must include complimentary unlimited Internet access at the highest speed available.

#### 5. DOCUMENTATION & PROMOTION

5.1 DOCUMENTING THE EVENT. PAINTSCAPING and MARGATE reserve the right to document the Paintscape at any time during the Term (i.e. take photos and videos with a tripod) and shall document to use it or any subdivision thereof in each party's sole and absolute discretion in whatsoever manner, in whatsoever medium, and for whatsoever purpose it may desire, in perpetuity, and throughout the universe. This clause will act as "prior mutual consent from both parties."

5.2 PROMOTIONAL PURPOSES. Without limiting the generality of the foregoing, PAINTSCAPING, and MARGATE each individually reserve the right to use the Paintscape/Work for promotional purposes, including, but not limited to, websites, brochures, DVDs, promotional videos, and social network sites. In the event of such use by PAINTSCAPING, PAINTSCAPING shall provide credits to MARGATE. In the event of such use by MARGATE, MARGATE shall provide credits to PAINTSCAPING.

5.3 PUBLIC RELATIONS. In the event that both Parties feel it is in their best interest to issue a press release, MARGATE engages to prominently include wording such as "produced by PaintScaping.com," and at least one quote from a PAINTSCAPING representative, in all P.R. material & press releases for the press (including, but not limited to, Print, Television, Movie Theaters, Internet, and Radio.) PAINTSCAPING shall prominently include wording such as "MARGATE" in all PR material and press releases that relate to the PaintScape. Final wording to be approved by both Parties prior to dissemination.

5.4 B-ROLL. PAINTSCAPING reserves the right to provide the media with elements, such as photographs, and/or B-roll clips, provided such provision is in connection with the Paintscape. PAINTSCAPING understands that MARGATE must approve these elements provided the aforementioned provision is in connection with the Paintscape.

Initials. MARGATE\_\_\_\_\_ PaintScaping:\_\_\_\_\_



5.5 QUOTATION. MARGATE engages to provide PaintScaping with a publishable quotation from one of its top-level representatives on the success of the Event (preferably the President), no later than one (1) week following the beginning of the Event. Such representative's name, title and MARGATE's name will be published by PaintScaping for promotional purposes. Final quotation to be approved by both Parties.

5.6 PROMOTIONAL VIDEO. In the advent that a promotional video is produced by MARGATE and/or PAINTSCAPING, including behind-the-scenes and excerpts, both Parties engage to provide "single card" opening credits in the video for the other Party. Both Parties engage to provide credit within the text blurb accompanying the Posting of such videos, including, but not limited to, Party's website, YouTube, Facebook, Instagram, Twitter, SnapChat, and all other social media platforms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MARGATE

PAINTSCAPING, INC.

Their authorized representative(s)

By:

By:

Signed:

Signed:

Name: Nick Cucunato

Name: Philippe Bergeron

Title: Director, Public Works

Title: President

Date: \_\_\_\_\_

Date: Friday, August 10, 2018

Initials. MARGATE\_\_\_\_\_ PaintScaping:

