

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of May 7, 2008 by and between Ignition Northwest ("INW") and <PROJECT NAME> <ARTIST NAME> ("Artist").

### RECITALS

- A. INW is the promoter of the Critical Massive Festival ("CM").
- B. INW desires to engage Artist for services in connection with Critical Massive, and Artist desires to provide such services, on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** INW hereby engages Artist, and Artist hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made part hereof (the "Services"):

Except for those items, if any, expressly required by this Agreement to be furnished by INW, Artist shall furnish or provide all of the materials (including equipment and supplies) and all other items necessary to perform the Services and to carry out and perform all of Artist's obligations under or pursuant to this Agreement.

Upon request from INW, Artist shall immediately reassign or remove from the performance of the Services hereunder any of its employees or personnel supplied by Artist, including any supervisory personnel, who, in the sole judgment of INW, engage in improper conduct, or are not otherwise, in the reasonable judgment of INW, suitable or acceptable to perform the Services or any tasks assigned to them.

Artist and its employees, personnel or agents shall comply with and conform to all rules, regulations and directives issued by INW or their designees from time to time.

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through July 1<sup>st</sup>, 2008 unless sooner terminated in accordance with the terms and conditions of this Agreement.
3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by Artist pursuant to this Agreement, INW shall remit payment to the Artist as more fully described in Exhibit B attached hereto and made a part hereof. All sums due to Artist under this Agreement shall be paid by INW to Artist in two installments, two thirds within thirty days of this agreement and one third upon successful deployment of services at CM, as more fully described on Exhibit A.
4. **SAFETY AND LEGAL REQUIREMENTS.** Without any way limiting any other term or provision of this Agreement or any obligation of Artist hereunder, Artist shall do or cause to be done all of the following: (a) perform the Services in a first-class manner that shall protect the health and safety of Artist and INW employees, volunteers, agents and the public generally; (b) adhere to all laws, policies, rules, and regulations applicable to the Services to be provided by Artist; (c) if any authorized management person of INW is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; and (d) obtain, maintain, and comply with all licenses, permits and approvals from any governmental authority that may be required to enable Artist to perform all of the Services and fulfill all of its obligations under this Agreement.
5. **INDEMNIFICATION.** Artist agrees to indemnify, defend and forever save and hold harmless INW, its affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, volunteers, representatives, agents, and contractors (sometimes collectively referred to herein as the "INW Indemnitees" and individually as a "INW indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the INW Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the performance of the Services or the failure of Artist to perform the Services in accordance with the terms of this Agreement, except to the extent arising from the negligence or willful misconduct of INW. The foregoing indemnification shall survive any termination of the expiration of the term of this Agreement.
6. **WAIVER BY ARTIST.** Artist agrees that INW shall not be responsible for any loss or damage to any property of Artist resulting from fire, theft or any cause unless to the negligence or willful misconduct of INW and, except to the extent expressly provided herein, Artist expressly assumes all risks of loss, damage, or destruction of or to any of its property resulting from any such causes.
7. **TERMINATION.** This Agreement may be terminated (i) by INW immediately upon notice to Artist if Artist fails, refuses, or neglects to perform each and every one of the Services to be performed by Artist under or pursuant to this Agreement, or (ii) by INW or the Artist upon failure of the other to perform any of its material covenants and conditions hereunder which has not been cured within 30 days following written notice from Artist or INW to the other, or, if cure is not possible within said 30 day period, if the breaching Artist has not taken meaningful steps within such time to period to cure such default. Following any termination of this Agreement, INW shall only be required to pay to Artist any compensation earned by Artist for any Services satisfactorily performed by Artist as of the date of such termination.
8. **INDEPENDENT CONTRACTOR STATUS.** Artist is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to Artist, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement (including payroll taxes), unemployment insurance and other insurance applicable and necessary with respect to its employees and all of its duties and obligations as an employer. The relationship created by this Agreement is that of independent contractors, and nothing contained in this agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties to make INW liable for the debts or obligations of Artist. No officer, employee, agent or servant of Artist shall be deemed at any time to be an employee, servant, or agent of INW for any purpose whatsoever.
9. **INTELLECTUAL PROPERTY.** Artist agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyright or other intellectual property rights to INW (collectively, the "trademarks"), (b) ownership of all such Trademarks shall remain the property of INW or the artist, as the case may be, and (c) Artist will not use any Trademarks under any circumstances with the prior written consent of INW, which consent INW may withhold in its sole and absolute discretion.
10. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by Artist, nor may any of Artist's duties hereunder be delegated, without the prior written consent of INW. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by Artist that INW shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by Artist hereunder, and Artist agrees to full cooperate with and comply with all directives and directions of any such other entity.

11. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or mail, postage prepaid by the United States mail, to:
- INW: Ignition Northwest  
P.O. Box 23024  
Seattle, WA 98102
- ARTIST: <ARTIST\_NAME>  
<ARTIST\_STREET\_ADDRESS>  
<ARTIST\_CITY\_STATE\_ZIP>

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, or, if mailed on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

12. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.
13. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Washington, without regard to that Stat's rules with respect to choice of law.
14. **ENTIRE AGREEMENT/MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separate from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effects of the remainder of this Agreement. This Agreement may not be modified, altered or amended-except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

ARTIST:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Owner

INW:  
By: \_\_\_\_\_  
Name: Phill Arensberg  
Title: President

EXHIBIT A

SERVICES

[Art installation/workshop/microgrant] for the 2008 “Critical Massive Festival”, to be on display from June 2 to June 8.

Please describe the art installation in one to three sentences here:

EXHIBIT B

COMPENSATION

Total contract is \$<TWO THIRDS GRANT> payable within 30 days of execution of this agreement and the \$<ONE THIRD GRANT> balance payable upon completion of the event. [In addition, the grant includes <ARTIST TICKET COUNT> complimentary artist tickets.]

Price is all inclusive of all labor, setup, power, transportation, and so forth.