BARNEY MONK
EVENT STAFFING & PAYROLL

EVENT EMPLOYER OF RECORD SERVICES AGREEMENT

This Agreement for Payroll Services (The "**Agreement**") is entered into and effective as of _____ ("**Effective Date**") by and between the **XXXX** (hereinafter referred to as "**Client**"), and **BARNEY-MONK, LLC** (hereinafter referred to as "**BMLLC**") to provide payroll services for Client's identified personnel ("**Identified Staff**") for the management of the set-up and operation of certain live events produced by Client and specified herein. This Agreement is applicable only for the event(s) identified in an applicable work order ("**Work Order**") executed by the Parties ("**Events**").

Conditions Precedent: BMLLC's obligations under this Agreement are expressly conditioned upon Client's execution and delivery to BMLLC of this Agreement.

WHEREAS, BMLLC is an Ohio limited liability company which provides comprehensive specialized human resource administrative and payroll services ("**Services**"), mainly to its customers who are engaged in the production of live events at various venues.

WHEREAS, BMLLC maintains Collective Bargaining Agreements ("CBA's") with the International Alliance of Theatrical Stage Employees ("**IATSE**") and other labor organizations in and around the United States.

WHEREAS, Client desires to engage BMLLC as its preferred third-party provider of payroll services for Event(s) pursuant to the terms of this Agreement.

WHEREAS, BMLLC desires to provide Client with payroll services for Event(s) pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration for the mutual conditions and covenants that follow and for good and valuable consideration the Parties agree as follows:

1. Services. BMLLC will provide comprehensive specialized human resource administrative and payroll Services to Client as directed from time to time by Client in connection with Client's Identified Staff as more specifically set forth herein. BMLLC shall not be responsible for any employer functions not specifically set forth in this Agreement, unless subsequently agreed to by the Parties in writing. BMLLC retains the right to refuse to provide Services in connection with any Identified Staff for any reason, including, but not limited to, the failure of the Identified Staff to meet legal requirements to work in the United States, or other jurisdiction as applicable, and/or if the job description or tasks the Identified Staff is asked to perform by Client are considered, in BMLLC's sole but reasonable discretion, illegal or improper or are not permitted by the applicable Employee workers' compensation coverage provided by BMLLC or the Background Checks conducted by BMLLC at Client's request, and/or BMLLC has received notification of ineligibility for hire from a labor union related to the Identified Staff (collectively, an "Ineligible Personnel"). In no event shall BMLLC have liability hereunder for failure to identify any specified personnel so situated or not exercise its right to refuse to provide Services. Notwithstanding any other provision of the Agreement, the Services provided for Freelancers (i.e., an Identified Staff who is classified by Client as a self-employed person or entity who is engaged to perform work for Client as an independent contractor and paid though the use of a 1099), if any, shall be limited to 1099 invoice processing and processing of the appropriate tax documents related to same.

The Parties acknowledge that Client may, from time to time, require the services of other employees or Freelancers other than the Identified Staff, in connection with Client's business activities ("Ancillary Personnel"). BMLLC has no responsibility for obtaining Ancillary Personnel, or for including Ancillary Personnel within the Services provided by BMLLC, unless otherwise agreed to by the Parties in writing.

2. Request for Services. Client shall identify the specific Identified Staff to be included in the Services provided by BMLLC, the classification of such Identified Staff (e.g., full time vs part time employee, exempt vs non-exempt, employee, freelancer) and compensation for such Identified Staff. Prior to being included in the Services, any request for specific Identified Staff to be included in the Services from a Client-authorized representative must be submitted to BMLLC in a format acceptable to and must be accepted by BMLLC. Nothing in this Agreement will be construed as requiring BMLLC to accept any Identified Staff for inclusion in the Services.

3. Compensation and Payment Terms. In consideration of BMLLC providing the Services, Client shall compensate BMLLC in U.S. Dollars the amounts set forth in the applicable Work Order and as per the final invoice(s).

Client expressly acknowledges that BMLLC's rights to payment hereunder to the extent of payroll reimbursement is an assignment right and not a subrogation right, and that BMLLC is entitled to priority in the event of filing by Client for bankruptcy protection under any provision of the United States Bankruptcy Code. Invoices that are past due or beyond agreed upon terms will be charged: (a) a monthly service charge of 1.5% of the unpaid balance until paid in full, and (b) if placed for collection, an amount not less than 33% of the unpaid principal and interest, covering attorney's fees and other costs of collection. In addition to the bill rates specified in the applicable Work Order, Client will pay BMLLC the amount of all new or increased costs associated with Identified Staff that BMLLC is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates. Client's obligation to make payment to BMLLC pursuant to this Agreement is independent of any other obligation contained herein and failure to timely make such payment(s) shall constitute a material breach of this Agreement.

4. Initial Term & Renewal Option. This Agreement shall commence on the Effective Date and shall continue through the Expiration Date ("Initial Term"), expiration of any renewals ("Renewal Term"), or earlier termination of this Agreement all as set forth, below.

Renewal Term(s): Client will have the option to renew this Agreement for an additional one (1) year period (the "First Renewal Term") upon Notice to BMLLC at least sixty (60) days prior to termination of the Initial Term. Client will have the option to renew this Agreement for a second one (1) year period (the "Second Renewal Term") upon Notice to BMLLC at least sixty (60) days prior to the termination of the First Renewal Term (the Initial Term, First Renewal Term, and Second Renewal Term shall collectively be referred to as "Term").

5. BMLLC Obligations. BMLLC will, with respect to such Services, be solely responsible for (a) paying the Identified Staff and making all proper payroll deductions, including income tax and Social Security tax deductions, required under state, federal, city, county and regional laws; (b) making all payments for applicable employment related taxes, including but not limited to income tax, Social Security tax and unemployment and disability insurance, where applicable, to the proper government agency or authority, as the employer of Identified Staff assigned to Client pursuant to applicable laws; (c) providing workers' compensation coverage for said Identified Staff along with any additional employment related benefits lawfully required of the employer of said Identified Staff; (d) handling all disputes and preparing and filing with the proper governmental agency or authority all returns and reports required in connection with (a), (b) and (c) above; (e) transmission of remittance reports and transmission of the associated underlying payments to the appropriate Taft-Hartley fund as may be applicable; (f) furnishing to Client, upon request, a Certificate of Insurance evidencing workers compensation insurance coverage; (g) comply with all provisions of the Affordable Care Act ("**ACA**") applicable to Identified Staff, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations; and (h) cooperate fully and to provide assistance to Client in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Services. BMLLC will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims including third party claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by BMLLC's breach of its duties and responsibilities set forth in this Paragraph 5, and as limited within Paragraph 14 of this Agreement.

6. **Compliance With Laws.** Each Party agrees that it shall, at all times and at its own expense, comply with all applicable federal, state, and local laws, regulations, ordinances, and orders governing its business operations, workplace conditions, and conduct under this Agreement, including but not limited to laws enforced by the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Act (NLRA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), state and local wage-and-hour laws, whistleblower-protection and anti-retaliation statutes, privacy and data-security laws, and applicable antitrust laws. Each Party shall maintain all required records, policies, training, and workplace practices necessary to ensure such compliance and shall not take any action, or direct the other Party to take any action, that would cause a violation of any applicable law.

7. **Cooperation in Compliance**. Each Party agrees to fully cooperate with the other Party in all matters necessary to ensure compliance with applicable federal, state, and local laws, regulations, ordinances, and orders, including but not limited to laws enforced by the EEOC, the National Labor Relations Act (NLRA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), OSHA, state and local wage-and-hour laws, whistleblower-protection and anti-retaliation statutes, privacy and data-security laws, and applicable antitrust laws. Such cooperation includes providing timely access to relevant records, information, policies, training materials, and personnel; responding promptly to reasonable requests related to audits, investigations, administrative inquiries, or legal proceedings; and refraining from taking any action that would impede, delay, or interfere with the other Party's ability to comply with or demonstrate compliance with applicable law. Each Party shall promptly notify the other Party of any known or suspected legal violation, government inquiry, or workplace concern related to the Services that may require joint action or coordinated response.

8. **Client Obligations.** Unless otherwise agreed to in writing, Client agrees that it bears full and exclusive responsibility for compliance with all federal, state, and local laws governing its business, workplace conditions, and treatment of Identified Staff, including but not limited to laws enforced by the EEOC, the National Labor Relations Act (NLRA), OSHA, FLSA, ADA, FMLA, state and local wage-and-hour laws, AI laws, privacy laws, whistleblower-protection statutes, anti-retaliation laws, and antitrust laws. Client agrees that it shall (a) maintain day-to-day operational direction and control over the Identified Staff; (b) properly supervise Identified Staff performing its work and be responsible for its business operations, products, Identified Staff, and intellectual property; (c) properly supervise, control, and safeguard its premises, processes, or systems; (d) ensure Identified Staff possess the necessary qualifications to perform the anticipated work and adopt and maintain all policies, training programs, and workplace practices required by applicable law, including anti-discrimination, anti-harassment, anti-retaliation, safety, wage-and-hour, and NLRA-protected concerted-activity rights; (e) provide Identified Staff with a safe workplace and all necessary safety equipment, devices, tools, training, and personal protective equipment with respect to any hazardous substances or conditions to which Identified Staff may be exposed at the work site; (f) ensure proper recordkeeping as required by law, including but not limited to OSHA 300 Logs, safety training records, and all timekeeping records; (g) comply with all applicable orders, rules, regulations, and laws with respect to its business, the Identified Staff, and the Services, including all laws protecting employees' rights to report concerns, engage in protected activity, or refuse unsafe work; (h) cooperate with any BMLLC investigation into Identified Staff job performance, on-the-job injury, safety incident, or other work-related issues while assigned to Client; (i) cooperate with BMLLC, where applicable, to comply with the Americans with Disabilities Act (ADA), as amended; (j) confirm the records of the hours worked by the Identified Staff assigned hereunder; and (k) provide any such records to BMLLC for their use in calculating wages owed to Identified Staff, warranting and unconditionally guaranteeing the accuracy and completeness of all records provided. Client shall not request or permit Identified Staff (l) to change assigned job duties without BMLLC's express prior written approval; (m) to work unreported hours, including but not limited to unreported overtime; (n) to work hours in excess of those permitted by applicable law; or (o) to miss, delay, or otherwise fail to receive all lawfully required rest breaks and meal periods; or (p) require or permit Identified Staff to provide their biometric data, including but not limited to a retina or iris scan, fingerprint, voiceprint, or scans of hand or face geometry, or any information, regardless of how captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual without obtaining regulatory required prior written consent from BMLCC and Identified Staff. Client shall immediately notify BMLLC of any workplace injury, safety incident, government audit, inspection, complaint, charge, or inquiry involving Identified Staff.

9. **Insurance.** Each Party shall maintain the insurance set forth in the applicable Work Order. All such insurance shall be provided pursuant to the terms of this Agreement and the applicable policy(ies), and shall be issued by reputable insurers rated "A" or better by A.M. Best and Co. Upon request, each party shall furnish the other Party with Certificates of Insurance.

10. **Nature of Relationship.** BMLLC shall perform all Services as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between BMLLC and Client.

11. **Representations, Warranties and Covenants.** Each Party represents that: (i) it is duly organized with full power and authority to transact and conduct its business as it is presently being conducted; (ii) it has and will continue to have the right to enter into and fully perform this Agreement; and (iii) it has not entered and will not enter arrangement which would preclude the full performance of its obligations hereunder with respect to this Agreement.

12. **Mutual Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party, together with its respective parent companies, subsidiaries, affiliates, successors, assigns, and each of their officers, directors, members, managers, employees, and agents (collectively, the "**Indemnified Parties**"), from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the indemnifying Party's breach of this Agreement; the indemnifying Party's violation of any federal, state, or local law, regulation, or order, including but not limited to laws enforced by the EEOC, the National Labor Relations Act (NLRA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), OSHA, state and local wage-and-hour laws, whistleblower-protection and anti-retaliation statutes, and antitrust laws; or the indemnifying Party's negligence, willful misconduct, or failure to maintain a safe and legally compliant workplace. Client's indemnification obligations additionally extend to any claim arising from Client's supervision, direction, control, or use of Identified Staff, including unsafe worksite conditions; failure to provide required safety equipment, training, or hazard communication; inaccurate or incomplete time records; or failure to provide legally required meal or rest breaks. BMLLC's indemnification obligations are limited to claims arising solely from BMLLC's failure to pay wages owed to Identified Staff based on accurate time records provided by Client, or BMLLC's own independent violation of applicable law unrelated to Client's supervision, direction, or worksite conditions. No Party shall be required to indemnify the other for claims caused by the other Party's own negligence, misconduct, or legal violations.

13. **Termination.** Either party may terminate this Agreement: (a) at any time, by providing the other party with written notice of termination at least thirty (30) days prior to the annual anniversary of the Effective Date during the Initial Term, or thirty (30) days prior to the termination of a Renewal Term, if any; (b) in the event of a material uncured breach or default by the other Party of any of its material obligations under this Agreement, provided that (i) Notice is provided to the other Party in writing: and (ii) such breach or default is not cured within ten (10) days following the date such Notice is deemed given, unless such breach or default is by nature uncurable in which case this Agreement shall be terminable on the date of Notice; (c) in the event that the other Party (i) institutes or otherwise becomes a party, voluntarily or involuntarily, to a proceeding alleging or pertaining to the insolvency or bankruptcy of that Party; (ii) is dissolved or liquidated; (iii) makes an assignment of its material assets for the benefit of creditors; and/or, (iv) initiates or is subject to reorganization proceedings in which case this Agreement shall be terminable on the date written notice is deemed given to such Party; (d) in the event a receiver has been appointed for all or a substantial part of the other Party's business; (e) in the event the other Party shall have permitted or suffered any attachment, levy or execution to be made or levied against all or a substantial portion of its assets; or (f) with respect to BMLLC, if ongoing Services to Client may cause BMLLC unforeseen, ongoing, or irreparable damage, as determined in its sole discretion.

14. **Limitation on Liability. Except with regard to indemnification obligations, the Parties mutually agree that in no event will either party be liable for any exemplary, indirect, special, or consequential damages, whether based on contract, tort, including negligence, by statute or under any quasi-contractual theory of liability, or any other legal theory, including without limitation, loss of profits, loss of business, loss of goodwill, privacy act or data breach, or other economic damages, even if advised of the possibility of such loss or damage. Neither Party's liability for damages or indemnity under this Agreement, regardless of the form of action, will exceed, per**

claim, the maximum financial amount covered by applicable insurance coverage, of which the Parties mutually agreed upon as referenced in this Agreement and the applicable Work Order. Neither Party limits its liability for economic damages resulting from fraud, personal injury or death caused by its own sole negligence and this clause does not apply to such liability.

15. Entire Agreement and Assignment. This Agreement together and each BMLLC-approved Work Order attached hereto or subsequently entered into by the Parties and each of the terms of which are hereby incorporated herein, collectively constitute shall be binding upon the parties, their successors, legal representatives and assigns, and constitute contractual obligations between the respective Parties and shall serve as the entire agreement between them. There are no other representations, oral or written, relied upon by Client. BMLLC reserves the right to modify this Agreement by providing at least fourteen (14) days written Notice to the Client, identifying the effective date of such modifications. Client shall be deemed to have accepted and agreed to such changes by placing orders for Services unless Client elects to terminate the Services by providing written Notice to BMLLC prior to the effective date of the change. It is further understood and agreed that only written changes signed by both Parties will be legally binding as amendments or alterations to this Agreement. The Identified Staff/Services assigned hereunder are not assignable by Client without prior written consent of BMLLC. It is understood that BMLLC may subcontract, assign and/or delegate certain administrative functions provided hereunder to third parties and/or affiliated entities.

16. Confidentiality. In the course of performing Services, each Party may acquire confidential information of the other. As a condition of each Party's release of confidential information to the other, each Party agrees that beginning on the Effective Date of this Agreement and continuing for five (5) years after termination of this Agreement for any reason, each Party agrees not to disclose any information that such Party is informed or reasonably should know is confidential or proprietary information, received in the course of performing its obligations under this Agreement (except to its employees or any independent contractors as may be necessary to effect the purposes of this Agreement; provided, however, that such Party shall inform such personnel of the confidential nature of the information and such Party agrees to be responsible for any breach of these confidentiality provisions by such employees or independent contractors), including any information regarding Client's (including its parents, subsidiaries and affiliates) strategies and plans, advertising campaigns, programs, talent and personnel. Client specifically covenants and agrees that it shall not disclose this Agreement, or any of the terms, conditions, provisions and/or the terms of any Work Orders, to any person for any reason, including for the intent of obtaining competing service bids or proposals.

17. Ownership. BMLLC agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to Event(s) or Client, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "**Trademarks**"), (b) ownership of all such Trademarks shall remain the property of Client or the artist(s), as the case may be, and (c) BMLLC will not use any Trademarks without the prior written consent of Client.

18. Force Majeure. No Party shall be liable for delay or failure to fulfill its obligations under this Agreement to the extent caused by an act of God that was beyond its reasonable control, and not caused by its fault or negligence (a "**Force Majeure Event**"), so long as the non-performing Party notifies the other Party promptly, uses all reasonable efforts to avoid, remove, or mitigate the cause(s) of nonperformance, and suspends performance only for the period of time necessary.

19. Waiver/Severability/Construction/Survival. Failure to enforce any provision contained herein shall not serve to waive any of the parties' rights to recovery or enforcement at any other time, or in any way serve to modify or alter the provisions of this Agreement. If any provision of this Agreement should be held invalid, the remaining provisions shall remain in effect and be so construed as to effectuate the intent and purpose of same. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.

20. **Choice of Law; Venue; and Statute of Limitations.** Except to the extent prohibited by law, any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. In the event that Client believes that it has any cause of action against BMLLC, Client shall give written Notice of such claim or cause of action no later than ninety (90) days after the date on which the alleged cause of action arose. Client waives any cause of action for which such Notice is not provided to BMLLC. Client additionally agrees that any alleged cause of action against BMLLC, upon providing the aforementioned Notice, must be legally asserted by filing for arbitration such cause of action(s) within the earlier of the applicable Statute of Limitations for such cause of action, or twenty-four (24) months after the date on which the alleged cause of action arose. Unless a cause of action is filed within such time limits, Client agrees that all such alleged causes of action are waived and barred by limitations. In the event that any of this paragraph is found to be unenforceable under applicable law, Client shall give notice within the shortest time period permitted under law and shall file within the shortest period of time permitted under law.

Any arbitration conducted hereunder shall be before a single arbitrator at the American Arbitration Association office located in Maricopa County, Arizona, or as the Parties may agree.

The Parties specifically agree that irrespective of the place of execution or performance, this Agreement, all of the obligations of the Parties arising hereunder, shall be governed, construed and interpreted in accordance with the laws of the State of Arizona without regard to its "choice of law" principles.

21. **Notice.** All notices, requests and communications permitted or required hereunder ("**Notice**") shall be in writing and, unless otherwise stated otherwise by agreement of the parties, may be made by email, fax or letter. Notice is deemed given upon the actual date of receipt by intended and authorized recipient.

22. **Recitals.** Each of the recitals set forth above is incorporated herein by this reference.

23. **Counterparts.** This Agreement may be executed in any number of counterparts and each of such shall for all purposes be deemed to be an original. Electronic signatures shall be acceptable as original signatures by the Parties.

This Agreement is accepted and agreed on the date executed below.

BARNEY MONK
EVENT STAFFING & PAYROLL

Exhibit A

Sample Work Order

This Work Order, dated _____, 2026 ("**Work Order**"), is entered into by and between _____ ("**Client**") and Barney-Monk, LLC ("**BMLLC**") and made a part of the Event Employer of Record Services Agreement, dated as of _____, 2026 (the "**Agreement**") by and between Client and BMLLC, for the payroll services described in the Agreement at the Event(s) and Venue(s) described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. The provisions of the Agreement are incorporated into this Work Order by this reference and Client and BMLLC agree to be bound by the provisions thereof. In the event of a conflict between the terms of the Agreement and the terms of the Work Order, the terms of the Work Order shall prevail.

1. Event(s)	2. Venue(s)	3. Event Date(s)	4. Service Date(s)
_____	_____ _	_____	_____
_____	_____ _	_____	_____
_____	_____ _	_____	_____

5. Compensation: Per BMLLC invoice(s) to Client. In addition, a mark-up for services provided by BMLLC under this Work Order in the amount of **[INSERT SERVICE FEE IN FORMAT]** of gross wages. The markup for services is inclusive of, but not limited to: employer payroll taxes, federal and state unemployment insurance, workers compensation coverage, payroll processing fee.

(IF APPLICABLE) Freelancer Fee for 1099 invoice processing - $15 / payment.

(IF APPLICABLE) Freelancer Tax Form Processing Fee: $10 per individual.

(USE IF NO ADVANCE) BMLLC will invoice Client via electronic communication no later than five (5) business days prior to issuance of Payroll to the Identified Staff and such invoice shall be due and payable no later than forty-eight (48) hours prior to BMLLC's issuance of Payroll to the Identified Personnel. Upon request, BMLLC shall provide backup documentation and detail, including deductions, overtime, and applicable fees. Payment to BMLLC shall be made via wire transfer, ACH, or other method acceptable to BMLLC. Client agrees that no payment to the Identified Personnel will be made until payment in full is received by BMLLC.

(USE IF ADVANCE) During the Term of this Agreement, unless this Agreement is terminated in accordance with Paragraph 13 of the Agreement, Client will provide an advance to BMLLC via ACH on or by the 1st day of each month for that given month as an advance for any compensation that may become due to BMLLC pursuant to this Agreement. By the 7th day of the following month, BMLLC will send a detailed invoice to Client providing an accounting of the Compensation due under this Agreement for the Services rendered during the prior month. In this invoice, BMLLC shall apply a credit for any advance received during that month. After applying the credit, BMLLC shall calculate the total remaining amount due or the total amount overpaid by the advance made pursuant to this paragraph. If the result is an outstanding balance of compensation due to BMLLC, Client shall provide full payment of the outstanding balance within fifteen (15) business days of receiving the invoice. If the result is an overpayment to BMLLC, BMLLC shall first credit the overpayment to any amounts due BMLLC from Client and then remit any remaining overpayment to Client

via ACH within fifteen (15) business days of the date of the invoice. Upon request, BMLLC shall provide backup documentation and additional detail, including deductions, overtime, and applicable fees.

6. Insurance: Without in any way limiting or altering the indemnification requirements under or pursuant to the Agreement, Client shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance: (a) Commercial general liability insurance with a limit (from either primary or excess limits) of not less than $1,000,000 per each occurrence and $2,000,000 in the aggregate, (b) umbrella liability insurance of not less than $10,000,000 per occurrence providing excess coverage over all limits and coverages noted in (a) and (d), (c) to the extent applicable, workers' compensation insurance with statutory benefits as required by any state or federal law of not less than $1,000,000 per accident, and (d) to the extent applicable as it would pertain to the Agreement, business auto liability insurance with a limit of not less than $1,000,000 per each occurrence/accident. Client shall require Client's insurers to list and/or include BMLLC hereto as an additional insured (such additional insured coverage to be primary and/or noncontributory) under the policies. Client shall deliver to BMLLC certificates of insurance confirming the existence of the insurance required by the Agreement and which shall list BMLLC, and each of BMLLC's parent companies, subsidiaries, affiliates, officers, directors, representatives, employees, subcontractors, and any other party reasonably designated by BMLLC as additional insureds thereunder. Nothing contained herein shall be construed as limiting in any way the extent to which either Party hereto may be held responsible for payment of damages or other sums to persons or property resulting from such Party's performance or failure to perform under this Agreement or resulting from any other acts or failure to act on the part of such Party.

Both Parties expressly acknowledge and agree that the Insurance coverage provisions set forth herein shall only be effective as of, and after, but not before, the date this Agreement is fully executed and tendered by both Parties.

7. Additional Terms and Conditions:

IN WITNESS WHEREOF, and in acknowledgment that the Parties have read, understood, and agreed to the terms and conditions herein as well as the terms and conditions of the Agreement, incorporated herein by reference, Client and BMLLC have caused this Work Order to be executed below by their duly authorized representatives as of the date first above written.

COMPANY: Barney-Monk, LLC	**CLIENT: _____**
By: _____	By: _____
Name: _____	Name:
Title: _____	Title:

End of Exhibit A