

Own the Moment Booth Rental Contract

Entered into on Tue, Dec 30, 2025.

Event is on Wed, Dec 31, 2025 at 776 NE 125th Street North Miami, FL 33161.

Parties:

Known as "Provider"

Own the Moment Booth

info@ownthemomentbooth.com

3218310310

and

Known as "Client"

City of North Miami

rharvard@northmiamifl.gov

776 NE 125th Street North Miami, FL 33161

+1 305-893-6511

PHOTOGRAPHY/Photo Booth SERVICE AGREEMENT

THIS PHOTOGRAPHY/PHOTO BOOTH SERVICE AGREEMENT (the "Agreement") is dated as of this Tue, Dec 30, 2025, by and between Own the Moment Services LLC DBA Own the Moment Booth, ("Vendor"), and, City of North Miami("Client"). Vendor and Client are sometimes referred to collectively in this Agreement as the "Parties."

RECITALS:

WHEREFORE, as used herein, the term "Vendor" shall mean **Own the Moment Services LLC DBA Own the Moment Booth**; its predecessors or successors in interest; its assigns, agents, employees and representatives; its past present, and future partners and joint venturers; and any other person, firm, corporation, or company with which it is now or may hereafter be affiliated.

WHEREFORE, as used herein, the term “Client” shall mean City of North Miami, ; its/her/his predecessors or successors in interest; assigns, agents, employees and representatives; past present, and future partners and joint venturers; and any other person, firm, corporation, or company with which it/her/he is now or may hereafter be affiliated.

WHEREAS, Client now desires to hire Vendor to provide photo booth services, as detailed in this Agreement.

WHEREAS, Vendor has agreed to provide such services according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations undertaken herein, Vendor and Client agree as follows:

ARTICLE I

DESIGNATION OF EVENT

1.01 Appointment. Client appoints Vendor to provide photo booth photography services at an event (hereinafter, the “Event”) either hosted, sponsored, or otherwise organized by Client. The Event will be held on Wed, Dec 31, 2025, with photo booth service starting at 10:00 am and photo booth service ending at 12:00pm (on the “Event Date”). The Event will take place at 776 NE 125th Street North Miami, FL 33161. Vendor agrees to arrive at most 2 HOURS BEFORE THE EVENT START TIME agreed upon by Vendor and Client. Vendor will take photographs with the Vendor's photo booth at the Event in a manner consistent with the terms of this Agreement.

1 of Print Photo Booth at \$1,299 for a total of \$1,299



Up to 2 Hours Print Photo Booth

Backdrop

Attendant

Props

ARTICLE II

PERFORMANCE OBLIGATIONS

2.01 Operation of Photo Booth. Vendor agrees to provide photo booth photography services at the Event. Client acknowledges that the photo booth will be operational for the time period specified; however, in some situations operations may need to be interrupted for maintenance, service, and/or photography optimizations. Photo Booth must be operating at least 85% of the contracted time.

Photo booth hours rented are consecutive and can not be divided unless idle time is added into the contract/proposal.

(2.01A) **Definition of idle time:** the time that the photo booth is assembled and set up properly in order to function to its fullest capacity and not being operated by VENDOR or CLIENTS.

Client agrees that when the contracted period outlined in this agreement is completed, VENDOR will break down, disassemble and remove the photo booth from the premises.

(2.01B) Client may add on hours during their rental period at the rate of \$200/hour if the payment is completed during the event.

2.02 Photo Booth Access, Space, and Power. At least one (1) week prior to the Event, Client must provide to Vendor a layout plan of the photo booth space via email. It is the Client's responsibility to ensure Vendor has a suitable space to set up the photo booth. The area where the photo booth is to be set up is reasonably accessible (elevator access required if not on the ground floor). The space must be level, solid, and at least 8 ft. x 10 ft.

(2.02A) The photo booth may be placed at an outdoor location, so long as it is protected from the potential effects of adverse weather conditions.

(2.02A1) Photo Booth can NOT be placed outdoors if the temperature is ABOVE 95 degrees or BELOW 45 degrees.

(2.02A2) If photo booth is placed outdoors, the photo booth MUST be covered over head, and covered on at least 2 sides.

(2.02A3) Photo booth can not be in direct sunlight.

(2.02A4) It must be covered from rain, sleet, snow, hail and any and all precipitation.

(2.02A5) Photo Booth backdrops can NOT be outdoors with winds above 5 MPH.

Client is responsible for ensuring the photo booth has access to adequate power (110V, 10 amps, 3 prong outlet). Client acknowledges that Vendor will need at least two (2) hours to assemble the photo booth and its accessories. Unless otherwise agreed by the Parties, the Parties acknowledge that the photo booth will be assembled before the Event begins and removed immediately following the contracted time. Backdrops that can be placed outdoors are limited to sequins and velvet backdrops. Pillow-top and stretch fabric backdrops on an aluminum frame placed outdoors will incur an additional \$100 setup fee. This is required for safety of the guests and to prevent damage of the backdrop itself.

(2.02A7) Wifi Access

VENDOR'S social media package requires Client to provide or guarantee a venue Internet connection of at least (1MB). Company is not responsible for insufficient social media and sharing features below the required Internet speed.

2.03 Capture Delivery. Vendor will deliver every image captured at the photo booth during the Event in the form of an online gallery. The determination of images ultimately delivered to Client is left to the professional discretion of Vendor. At any time prior to the Event, Client is encouraged to advise Vendor of any Client preferences or expectations.

Upon receiving the downloadable link for high-resolution files, Client accepts all responsibility for archiving and protecting the photographs. Company is not responsible for the lifespan of any digital media provided for any future changes in digital technology. It is the Client's responsibility to make sure that digital files are copied to new media as required.

The Live Gallery offers all guests of the photo booth the ability to view and download captures. If Client requests, this feature will be deactivated.

In the event that a school, private or public, hires Vendor, the live gallery will be disabled.

If enabled, the Live Gallery will remain available to the Client and guests for 30 days following the event. Should the client want a USB of all the images, or request that the gallery remain online for more than the 30 days provided, a \$50 fee for the USB is required or a \$50 dollar annual fee to keep the gallery online.

(2.03A) PRINTS: Photo booth packages with prints (outlined in your invoice attached to this contract) include unlimited prints during the event date and time outlined in this contract.

(2.03A1) Definition of Unlimited Prints: Prints will be distributed to only people(s) in the photo only. No exceptions.

Vendor will not deliver printed, tangible photos after the Event date outlined in this agreement.

Prints will ONLY be distributed at the Event. Prints are NOT available after the Event.

2.04 Digital/Print Out Designs. Vendor will design print/digital templates and overlays, using media such as logos, fonts, monograms, and the like that are provided by the client. If Client desires the digital/print template and overlay designs to be based on certain or particular materials, these materials must be provided to Vendor at least two (2) months in advance of the Event unless otherwise agreed by the Parties. Vendor will provide Client with one draft and one revision of the print out designs. Additional revisions will be charged to the Client at a rate of \$25 per revision.

2.05 Final Delivery of Event Photographs. Vendor will provide to Client an online gallery of photographs taken at the Event. Upon receiving the gallery, Client maintains responsibility for archiving, protecting, and preserving the photographs. Final delivery of the digital photographs taken by Vendor will be made within 1 to 5 business days after the date specified in Section 1.01 if not sooner; however, it may take as long as 2 weeks from the date of the Event to complete final delivery. If Vendor is unable to deliver within these time frames, Vendor will notify Client as soon as reasonably possible with a reason for delay and the expected delivery date.

2.06 Duty of Client to Obtain Permissions. Client will obtain all permissions necessary for Vendor to photograph the Event. Client will provide any necessary parking permits or passes prior to the Event. Vendor has no duty to obtain permissions at reception centers, churches, buildings, properties, or other locations to operate thereon. Client agrees that any failure to obtain these permissions resulting in fines to Vendor, or which prevent Vendor from photographing the Event, is not the fault, liability, or responsibility of Vendor.

2.07 Method of Client Payment. All payments due by Client under this Agreement shall be made by credit card or bank transfer to an account designated by Vendor. All amounts due by Client shall be paid in U.S. dollars.

2.08 Total Cost of Vendor's Services. Exclusive of any fees incurred under this Agreement, the total cost of Vendor's services (the "Total Cost") is \$1,299.00 .

(a) The first payment is a retainer fee of \$1,299.00. Client is obligated to pay the retainer fee in full upon the Effective Date of this contract. The retainer fee is non-refundable, regardless of interference of the Event due to force majeure. The Parties acknowledge that the retainer fee fairly compensates Vendor for committing to provide its services and for turning down other potential projects or clients.

(b) The second payment amounts to the remainder of the Total Cost. Client is obligated to provide the second payment on or before 30 days prior to the Event. If unpaid 14 days before the event, client forfeits their reservation.

2.09 Conditional Charges.

(a) A conditional charge of \$75 for Vendor's travel expenses may apply. Without waiver of any other rights and remedies available to it, Vendor retains the discretion to waive this conditional charge.

(b) Should the duration of the Event exceed the time frame established by Article 1.01 of this Agreement, Client will owe a conditional overtime charge of \$200 per hour. Vendor shall invoice Client for any overtime services. The invoice will provide a description of the amount of overtime worked and the amount owed by Client. Client is responsible for paying and completing the new invoice upon receivable immediately. Without waiver of any other rights and remedies available to it, Vendor retains the discretion to waive this conditional charge.

(c) Should Client fail to provide any payment hereunder on or before the date required, Vendor may charge Client with a default charge of 10% per month on the unpaid balance due until the entire balance is paid in full. Client will be held liable for any necessary collection costs. Without waiver of any other rights and remedies available to it, Vendor retains the discretion to waive any default charges.

(d) Should the client need prints AFTER the event, the client agrees to pay a \$200 fee to have the entire gallery printed and shipped to the client. Images from the gallery will only be printed once. No individual images will be printed. The entire gallery must be purchased for reprint.

2.10 Cancellation or Reschedule by Client.

(a) If Client voluntarily terminates this Agreement, or pursues actions or omissions directly preventing performance of the obligations hereunder, Vendor may charge Client a reasonable cancellation fee of 20% of the Total Cost (the "Cancellation Fee") as liquidated damages, and not as a penalty in addition to non-refundable retainer.

(b) In the event Client voluntarily reschedules the Event, or pursues actions or omissions directly resulting in the rescheduling of the Event, Vendor may charge a rescheduling fee of 10% of the Total Cost (the “Rescheduling Fee”) as liquidated damages, and not as a penalty. The application of the Rescheduling Fee depends on whether Client has provided written and timely notice of the rescheduled date. If Client’s request to reschedule is on a date equal to or less than fifteen (15) days before the Event Date, then Vendor may be released of all obligations hereunder and charge the Cancellation Fee. If Client’s request to reschedule is on a date more than fifteen (15) before the Event Date, then Vendor may charge the Rescheduling Fee. In this circumstance, Client shall make reasonable efforts to reschedule on a date that is suitable for Vendor and within six months of the Event Date as established in Section 1.01. When the foregoing cannot be achieved, then Vendor will be released of all obligations hereunder and may charge the Cancellation Fee instead.

(b.01) In the event of a Force Majuere, the client is relieved of the rescheduling fee/cancellation fee IF the event is rescheduled within 6 months from the original booked date. If the new date is beyond 6 months from the original date, the client is responsible for a 10% of the total rescheduling fee. At no time will the retainer be refundable.

(c) Without waiver of any other rights and remedies available to it, Vendor retains the discretion to waive the Cancellation Fee and the Rescheduling Fee.

2.11 Cancellation by Vendor. In the event Vendor cannot perform its obligations in any or all parts of this Agreement due to circumstances outside of Vendor’s control, it (or a responsible party) will: (a) immediately give written notice to Client via the notice provisions detailed in this Agreement; (b) issue a refund or credit for Client’s prior payment for any services not rendered by Vendor; and (c) excuse Client from any further performance and/or payment obligations in this Agreement.

2.12 Exclusivity of Vendor’s Services. Client understands and agrees that it has hired Vendor exclusive of any other photo booth service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the services outlined in this Agreement, are permitted to provide same or similar services, paid or unpaid, at the locations and dates specified in this Agreement. Vendor retains the discretion to waive this provision upon written agreement with Client.

2.13 Feeding the Vendor. Should meals be furnished to guests as part of the Event, meals shall be also provided to Vendor and Vendor’s staff. Meals are to be provided at or near the time that Event attendees are eating.

2.14 Safe Working Environment. Client expressly agrees to take best efforts to provide Vendor and Vendor's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to Vendor or Vendor's staff, Vendor will make reasonable efforts to notify Client. If Client is able to respond to the threatening situation in a reasonable amount of time, Vendor shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues or cannot be remedied by Client, Client agrees to relieve and hold Vendor harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of Vendor's work. In such an event, Client will remain responsible for payment of the Total Cost in full.

2.14 Client understands that minors Event's guests, any other persons retained by Client to provide services at the Event, or any of Client's agents, employee's or other representatives under the age of 12 must be accompanied at the photo booth by an adult.

ARTICLE III

CREATIVE CONTROL

3.01 Vendor's Right to Use Creative Content. Vendor has the right to and the responsibility for control of the content produced under the terms of this Agreement. Client grants permission to Vendor and its assigns, licensees, and successors in interest, to use Client's image, or likeness in any and all forms of mediums for commercial purposes, advertising, trade, personal use, or any and all other uses. For example, Vendor may use Client's likeness and image on Vendor's website, social media, or other advertising. Vendor has the right to use negative materials, transparencies, and electronic digital images taken under this Agreement for purposes of creating and displaying samples of Vendor's work, entry in photographic exhibitions, and other photographic contests, editorials, or art displays and general displays. Vendor further has the right to use these materials on mediums controlled by third parties, including but not limited to websites, blogs, magazines, publications, advertisements, and stock photography sales.

Vendor reserves the right to use images produced with its photo booth under this Agreement to transfer to a third-party, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt, and create derivative works, and to reproduce the same images, in each case for the purpose of promoting the Vendor, its services, and other good-faith business purposes. External photos and videos showing persons using the booth may also be used in forms of marketing across print, digital and social media platforms. **CLIENT WARRANTS THAT IT HAS ACTUAL AUTHORITY TO AGREE TO THE USE OF THE LIKENESS OF ALL PERSONS INCLUDED IN THE IMAGES IN THIS MANNER AND SHALL INDEMNIFY THE COMPANY IN ACCORDANCE WITH THE INDEMNIFICATION CLAUSE PROVIDED IN THIS AGREEMENT BELOW.**

In the event that any copyrighted work(s) are created as a result of the services provided by Vendor in accordance with this Agreement, Vendor owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law, whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Vendor and may be used in the reasonable course of Vendor's business.

3.02 License. Vendor grants Client a non-exclusive license to use Vendor's products for the personal use of Client and any of the Event's attendees. Personal use includes, but is not limited to, use within the following contexts: (a) on social media pages or profiles; or (b) in personal creations, such as a scrapbook or personal gift; or (c) in communications, such as a newsletter or email or holiday card.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties of Client. Client represents and warrants to Vendor as of the Effective Date that:

(a) Client has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Client and the performance by Client of the obligations hereunder have been duly and validly authorized by all necessary actions on the part of Client. This Agreement has been duly and validly executed and delivered by Client and, assuming due authorization, execution and delivery by Vendor, constitutes a valid and binding obligation of Client enforceable against Client in accordance with its terms.

(b) Client has spent a satisfactory amount of time reviewing Vendor's work and has a reasonable expectation that Vendor will perform services in a similar manner and style unless otherwise specified in this Agreement. However, Client understands and agrees that: (i) every client is different, with different tastes, budgets, and needs; (ii) photography services are often a subjective art and Vendor has a unique vision, with an ever-changing style and technique; (iii) Vendor will use its artistic judgment when providing Client with services, which may not include strict adherence to Client's suggestions; (iv) Vendor shall have final say regarding the aesthetic judgment and artistic quality of Vendor's services; and (v) dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

(c) To facilitate the execution of this Agreement, Client will use reasonable efforts to fulfill all conditions and obligations to be promised or fulfilled by it under this Agreement so that the transaction contemplated hereby shall be consummated as soon as practicable. For example, Client agrees to inform Vendor of Client's personal expectations and preferences in a reasonable and timely manner. Client will also cooperate with Vendor's reasonable requests for information or assistance.

4.02 Representations and Warranties of Vendor. Vendor represents and warrants to Client as of the Effective Date that:

(a) Vendor is a limited liability company validly existing and in good standing under the laws of the state of Florida. Vendor has all requisite power and authority to carry on its business.

(b) Vendor has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Vendor and the performance by Vendor of its obligations hereunder have been duly and validly authorized by all necessary actions on the part of Vendor. This Agreement has been duly and validly executed and delivered by Vendor and, assuming the due authorization, execution and delivery by Client, constitutes a valid and binding obligation of Vendor enforceable against Vendor in accordance with its terms.

(c) All services, deliverables, and/or work product under this Agreement shall be completed in a workmanlike manner consistent with the standards in the Vendor's profession.

(d) Although Vendor shall have final say regarding the aesthetic judgment and artistic quality of Vendor's services, Vendor will use reasonable efforts to incorporate Client's suggestions, preferences, and desires.

ARTICLE V

INDEMNIFICATION

5.01 Mutual Indemnification. The Parties hereby agree to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying party of any of its warranties and covenants set forth in this Agreement. Client shall name Vendor as an additional insured under all applicable insurance policies ensuring Client. Upon Vendor's request, Client shall have delivered to Vendor certificates of insurance and copies of insurance policies showing that coverage and limits satisfactory to Client are in full force and effect.

5.02 Remedies. No remedy set forth in this Agreement is intended to be exclusive of any other remedy. Each remedy shall be in addition to every other remedy provided hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise.

ARTICLE VI

LIMIT OF LIABILITY

6.01 Loss of Product. In the unlikely event that Vendor's digital files have been lost, stolen, damaged or destroyed for reasons beyond Vendor's control, including but not limited to camera, hard drive or equipment malfunction, Vendor's liability is limited to the return of all payments received for the Event. The limit of liability for a partial loss shall be a prorate amount of the exposures lost based on the percentage of photographs expected to be delivered.

6.02 Force Majeure. Either Client or Vendor may elect to be excused of any further performance obligations in the event of a force majeure occurrence outside the control of the Parties, such as, but not limited to: (a) Acts of God; (b) a natural disaster (e.g., fires, explosions, earthquakes, flooding, storms, infestation), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) actions by any governmental authority; (g) national or regional emergencies; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

(A) Client will be relieved of cancellation fee or rescheduling fees in an event of a Force Majeure with the understanding of section 2.01(b.01). At no point will the retainer be refundable.

If practicable, the party asserting the force majeure condition (the “Impacted Party”) shall give notice to the other party as soon as the Impacted Party has knowledge that the force majeure condition will interfere with the Event. After such notice is provided, Client shall make reasonable efforts to reschedule the Event on a date suitable to Vendor. These efforts must include the execution of an amended photo booth services agreement. Client’s prolonged failure to pursue reasonable rescheduling efforts will result in the discontinuance of Vendor’s obligations hereunder, as well as the charging of the Cancellation Fee as liquidated damages, and not as a penalty.

Definition of Prolonged Failure to Pursue Reasonable Rescheduling Efforts: 45+ days after cancellation.

6.03 Loss or Damage to Vendor’s Equipment. Client hereby assumes and shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit of equipment used by Vendor at the Event, regardless of whether such loss, theft, damage, or destruction is caused by Client, the Event’s guests, any other persons retained by Client to provide services at the Event, or any of Client’s agents, employee’s or other representatives. In the event of any loss, theft, damage to, or destruction of the equipment, Client will either restore the equipment to its previous condition, replace the equipment with similar property as acceptable to Vendor at its sole discretion, or pay or cause to be paid to Vendor the fair market value of the equipment.

ARTICLE VII

TERMINATION

7.01 Termination by the Parties. This Agreement may only be terminated:

- (a) By mutual written consent of Vendor and Client;
- (b) By Client in the event Vendor has breached in any material respect any representation, warranty, covenant or agreement contained in this Agreement, and when Client has notified Vendor of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach; or
- (c) By Vendor in the event Client has breached in any material respect any representation, warranty, covenant or agreement contained in this Agreement, and when Vendor has notified Client of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach.

Any termination of this Agreement pursuant to this Article 7.01 shall be effective upon the delivery of written notice by the terminating party to the other party.

7.02 Effect of Termination. Upon termination of the Agreement, all the rights and obligations of the Parties under this Agreement shall terminate. Termination of this Agreement shall not relieve or release either of the Parties of any right or obligation which, at the time of such termination, has already accrued to such party or which is attributable to a period prior to such termination, nor will any expiration or termination of this Agreement preclude either party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. For the avoidance of doubt, it is understood that termination of this Agreement by Vendor due to Client's failure to make payments due under Article II hereof shall not relieve Client from the obligation to make such payments owed prior to such termination.

ARTICLE VIII

CLIENT REVIEW AND CASE STUDY AUTHORIZATION

8.01 Client Review Consent. The Client, at their discretion, may provide a review of the services rendered by the Vendor. This review may be submitted in written form, via email, or through a designated online platform. If the Client chooses to provide a review, the Client grants the Vendor permission to use the provided review, in whole or in part, for marketing purposes. This includes but is not limited to, publication on the Vendor's website, social media channels, promotional materials, and advertising campaigns.

8.02 Case Study Authorization. The client consents to the use of their project details as a case study by the Vendor. This case study may include descriptions of the services provided, the challenges addressed, the solutions implemented, and the results achieved.

The Client agrees that the Vendor may use the Client's name, company name, and relevant project details in the case study. The Vendor will ensure that any sensitive information is handled confidentially and with the utmost care.

8.03 Duration and Revocation. This authorization shall remain in effect indefinitely, allowing the Service Provider to use the Client's review and case study on its website and in marketing materials without a specific end date.

The Client may revoke this authorization at any time by providing written notice to the Vendor. Upon receipt of such notice, the Vendor will cease using the Client's review and case study in any new marketing materials or campaigns. However, the Vendor may continue to use existing materials that have already been published.

8.04 No Compensation. The Client acknowledges that no compensation will be provided for the use of their review or case study by the Vendor.

ARTICLE IX

MISCELLANEOUS

9.01 **Binding Effect.** This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

9.02 **Attorneys' Fees.** If any legal action or other legal proceeding relating to any of the transactions contemplated by this Agreement or the enforcement of any provision of the documents, including this Agreement, relating to such transactions is brought against either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (in addition to any other relief to which the prevailing Party may be entitled).

9.03 **Waiver of Consequential Damages.** In no event shall any party to this Agreement be liable to another party for any incidental, special, punitive, or consequential damages, any costs of expenses for the procurement of substitute services, or any other indirect damages, whether arising in contract, tort, or otherwise even if the possibility thereof may be known in advance to one or more parties.

9.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.05 **Venue and Jurisdiction.** If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, venue shall be in either the state or federal court embracing Melbourne, Florida which shall be deemed to be a convenient forum.

9.06 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.07 **Headings and Recitals.** The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. Each of the recitals set forth herein are true and correct and are incorporated herein by this reference.

9.08 Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties as to its subject matter, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. This Agreement will not be modified or amended except in writing signed by the parties and specifically referring to this Agreement. This Agreement will take precedence over any other documents between the parties which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized and empowered representatives as of the Effective Date.



Nicole Hidalgo

* Signature required

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