



RFB NUMBER:

Solicitation 565-11687

SOLICITATION TITLE:

Stagehands, War Memorial Auditorium

BIDDING COMPANY NAME:

Show Masters Production Logistics, Inc.



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The entire team at Show Masters Production Logistics wishes to extend our thanks and appreciation for the City of Fort Lauderdale's consideration of our company as stagehand services vendor for the War Memorial Auditorium.

Our company has a presence in Orlando, Miami and Southwest Florida, and Dallas/Fort Worth and Austin/San Antonio, Texas. We serve those markets on a local basis and occasionally serve other markets on a travel basis.

Show Masters has two divisions:

Our production division fulfills personnel needs, ranging from stagehands, riggers and technicians to show control and show management. We also engage in logistical planning assistance and execution for event production. We provide crewing support for producers, promoters, venues, production equipment rental houses, staging and scenic companies from all over the country. Our crews work in hotels, resorts, theaters, houses of worship, convention centers, amusement parks, stadiums and arenas.

Our other division specializes in the permanent installation of production- and presentation-related systems. We've done installations in hotels, retail stores, houses of worship, auditoriums, amusement parks, arenas and theaters.

In consideration of the bid request, our focus in this proposal is mainly on our production labor division, but it should be stated that we are a unique company to have both types of services within the same company. Some companies do provide labor and rigging permanent installation, but Show Masters' permanent installation division additionally extends into the full scope of installation for audiovisual and lighting systems and includes consultation, specification, design, procurement, installation, training, maintenance and repair.

My team and I are at your service should you have any questions about our proposal. Please enjoy reading and learning about our company.

Thank you again,

Bill Hall, President
Show Masters Production Logistics, Inc.



SHOW MASTERS: OUR STORY

Where We've Been...

In December 2000, Bill Hall had just wrapped up his third successful effort as Labor and Field Coordinator for the Dallas Cowboys Thanksgiving Halftime Show at Texas Stadium. The event involved approximately 100 professional stagehands, and Bill had the crew divided into teams, each led by a crew leader. The climax of the job required a precise attention to a pre-planned rollout, devised by Bill and his team, of 25 to 30 large stage pieces plus audio and lighting equipment and cabling onto the playing field in a 7½ minute timeframe before national broadcast. Though extensive, it was becoming relatively easy to manage. Bill decided that with the experience, the resources, the organizational skills and the drive to build a business for a better production labor company, he would found Show Masters Production Logistics.

The name was conceived by building an acronym that implied simplicity. It's what the company would be about in its roots: clarity of its pricing, readability of its documentation, straightforwardness of its service, and sincerity about its relationships... **SMPLe**.

A year was spent exploring the decision to begin the business endeavor, and in February of 2002, Show Masters Production Logistics, Inc. was born, with Bill Hall as president and owner. This was not considered to be the best time to start a company, as it was just five months after the terrorist attacks of September 11, 2001. But in that previous year, leading all the way up to the company's inception date, all indications led to one thing that even a damaged economy and a greatly affected production industry could not suppress - the live event industry in Dallas was in dire need of a production labor company that listened to its clients. The issues were clear: no-shows, late-shows, scruffy hands on jobs that required a polished crew, lack of professionalism, surprises on invoices, lack of crew leadership, crew without tools, unskilled hands... the list went on. There were solutions to these problems, and there were policies and procedures that could be put into place to also either prevent the uncontrollables or keep the company prepared to respond to them quickly. The evolution of these practices began during those first halftime show jobs, and Show Masters has carried on with this goal ever since.

With success, the company attracted individuals that had created success for other competitors in the area. They wanted more, however, and that "more" was the idea with which Bill was driving the company... the desire to raise the bar, to build a team of people that have a love for "the show" and wanted to make a difference in business and in people's lives. It wasn't just about the business. It was - and still is - about the people that make it all happen. Business is nothing without people... and that makes relationships more important than anything else. It's the relationships with clients, employees, venues and vendors that make the experience better than just "doing business".

The company opened its second market in Atlanta in January 2004, and by August 2005, Show Masters was additionally operating in Orlando, Tampa and Miami, Florida. The year of 2005 also welcomed Installation Masters, our permanent installation division. The operation went into action almost immediately, as one of our first large projects was the production lighting installation for Joel Osteen's Lakewood Church in Houston, Texas. At the end of 2006, Show Masters secured its first contract as an in-house production labor vendor at the Eisemann Center, a state-of-the-art performing arts center in Richardson, Texas. At the end of the contract's five year term, the city renewed the agreement with Show Masters for another five and a half years.

In 2009, Show Masters expanded into southwest Florida, covering the entire west coast of south Florida and becoming the in-house provider for local production labor in Germain Arena, our first entry into the concert market in that state. In September 2011, Frank Rojas came on board as Installation Masters' new Director, expanding the division's services and reach in the systems integration industry. Since his arrival in the company, our installation division has earned a reputation of excellence and continues to grow. At the beginning of 2015, we opened in the Austin/San Antonio, Texas area, and we have been well received as a "breath of fresh air" for a market that was not being served well in the production labor aspect.

How We Do It...

Our Structure:

Each geographical market the company serves is directed by a General Manager. The GM has a staff of Personnel Coordinators, or PCs, that are responsible for the hiring of crews and the communication with the onsite Crew Leadership in regard to administration and crew management. The GM oversees the PCs and is, to his staff, in charge of quality control, training and workload distribution. The General Managers report to Kevin Soth, Director of the Production division. This divisional director administers quality control over the General Managers and works with the General Managers to evolve their markets, their staffs and the company as a whole. Administratively, the GMs report to the Show Masters Main Office, which is the hub of the company from which all orders received for service are electronically distributed. The GM receives the paperwork and assigns it to the chosen PC. At War Memorial Auditorium, the PC will be William Kennedy, who reports to Jeremy Hutcheson, GM of Labor Operations for the state of Florida. When each job is done, a completed set of paperwork and show report is forwarded from the PC to the GM for post-job evaluation, and then on to the Main Office for invoice and payroll processing.

Being a Responsible Company:

Disputes, as seldom as we experience them, are handled quickly and professionally. An invoice dispute is rare since our per-job contracts are thorough, yet clear and our onsite paperwork covers all the bases and requires a client representative sign off on the services rendered. Employee disputes are rare because we take care of our employees. We hold ourselves accountable for what we do, and live up to our responsibilities as a company. Because of this, Show Masters has never been party to any litigation in its history.

Recognizing a Venue's Culture:

In our experience in various venues, we have grown to understand the culture therein. For the War Memorial Auditorium, the individuals we have in place as the core team will not only familiarize themselves with the venue's inner workings, but will create positive and constructive relationships with the venue's staff.

As eyes and ears for our clients during jobs, we represent their interests in regard to safety, observance of venue policy, the satisfaction of their client, and communication of facts and information we receive that may affect the venue or the job. We recognize that we are not just acting as a labor vendor to provide crew, but as a member of a team serving to uphold the venue's interests, liabilities, reputation and desire for repeat business from their clients.

Growing our Company:

When we recruit new employees, we base our primary hiring decisions on work ethic and experience. For those new to the industry or new to a department, we have a selection of training materials and methods that, with the incentive of earning a pay raise, employees learn quickly on and off the jobsite.

We put new recruits through an interview process that identifies qualifications, strengths and opportunities for development. Upon assignment of qualified recruits to their first jobs with us, our hiring staff observes their performance and gathers feedback from the Crew Leads. Company policy limits the hiring staff to employ new recruits in a ratio with experienced crew and defines a minimum crew size that can have new recruits.

For the remainder of a recruit's employment with Show Masters, our onsite Crew Leadership is required to submit Show Reports for every job, including individual crew member evaluations and a service quality evaluation. Based on these evaluations, along with regular management meetings with the hiring staff and all Crew Leadership, we maintain a rating system that identifies the hiring status of every active employee. Additionally, our database also maintains a no-hire list of those we have determined to not be hireable by Show Masters due to uncorrected poor performance.

What We Can Do...

Our Capacity:

Our core crew and onsite leadership at the venue will be a team of people that will be familiar with the venue and its staff and serve the venue's regular daily needs. Additional crew is selected amongst our depth of experienced labor, including stagehands, riggers and technicians that we regularly use for corporate, theater, concert and festival productions all over the South Florida area. We have staffed production crew for labor events in excess of 100 people, and often we have several smaller concurrent events that have many of our people working at the same time. Having this depth of resources makes filling calls at the venue a much more easily managed endeavor.

Our scope of personnel positions goes far beyond stagehands and riggers. We possess a wide range of technical specialists and we put a great deal of attention into making sure each technician is the right fit for each need.

Not only can we crew for the most common needs of the War Memorial Auditorium, but we can provide for the full spectrum of specialists, including Technical Directors, Video Engineers, Camera Operators (including Jib and Remote), Broadcast Engineers, PowerPoint/Graphics, Teleprompter, etc.

The volume of local business Show Masters does in the South Florida area enables us to keep available resources on our jobs, thus maintaining greater continuity with our crews.

Other Services:

Installation Masters, our installation division, specializes in the installation, maintenance, repair and implementation of permanently installed production-related systems. Please see our service description and rates under Tab H in this proposal.

How We Are Different...

Our Reputation as a Leader among Employers:

We have established ourselves as a leader among production labor employers in the South Florida market. People want to work for us because we take care of our employees like family and we constantly endeavor to raise the bar on the standards people look for in an employer, such as fair pay rates and working conditions. Being the company people want to work for gives us depth of resources and enhances control over resource availability.

Flexibility:

Show Masters always strives to be flexible and accommodating. Stated within our guidelines, for example, are the meal and break policies for the crew. The meal break policy applies for any instance when onsite catering is not provided. The break policy is a standard one with one exception: the crew and the client determine if they want to break or not at the predetermined break time. This eliminates the mandatory break time at some exact predetermined time and allows for flexibility when a better stopping point for a break would be beneficial. It is a way to accommodate the workflow of the job. This guideline is an example of how we don't "strongarm" our clients. There are many additional examples of this type of flexibility throughout our guidelines. We want your venue's clients to see their experience with Show Masters as accommodating as their experience with the venue and the city itself. We understand that we will be representing the city of Fort Lauderdale.

Response Time:

We care about making sure the venue, its clients and their events are taken care of, and we recognize that response time, attention to detail and working quickly for solutions are key factors to satisfying their needs. The utilization of constant contact between the Show Masters hiring staff and the venue - and the stream of feedback it generates - allows opportunity to address any challenges that need attention.

Evaluation:

Show Masters requires our Crew Leads to submit a Show Report with the onsite paperwork from the job. This detail is designed to give our Crew Leads a formal means to share their observations of the crews' performance with our hiring staff.

A post-job follow up call made to the onsite client contact by the hiring staff is also normally done to get feedback directly from the client as to their experience with their Show Masters crew. If this is an acceptable practice, we certainly prefer it.

Administrative Organization and Clarity:

The Show Masters experience from an administrative standpoint is all about clarity and simplicity. We leave very little to interpretation with our billing and field guidelines. Clarity is key with thorough definition and language that isn't confusing or open to misunderstood expectations. There is always going to be the occasion where a situation requires per-job consideration, but details beyond just the basics are well defined in our documentation.

A quote is produced for every job we do. We do this to ensure that we have interpreted the order correctly and provide our client with an estimated cost. In addition, our prices do not include any added fees or percentages to keep our pricing clear and simple.

Show Masters maintains a goal to avoid surprises on the invoice. Show Masters' Crew Leads are required to document everything on the jobsite and to get signed approval of the recorded hours by our client. We see this as the most effective effort to eliminate unexpected charges.

Our Goal to be a Partner in our Relationships:

Should any issue or concern arise that cannot be addressed by crew management, William Kennedy, Jeremy Hutcheson and Bill Hall are in place to find resolution. It is a dedicated belief in quick response that makes us problem solvers and an active partner in our relationships.

Where We're Going...

Our innovation never stops. We evaluate everything we do constantly and when an issue does arise, we look at it as an opportunity to analyze our policies and procedures and seek ways to prevent the issue from occurring again.

Show Masters' upper management and administrative staff, including the Directors and General Managers, conduct a conference call every week to discuss challenges and solutions that we face as a company and as individuals in our particular roles. Our sales team connects every week as well to look at new opportunities and to develop how the sales role functions in quality control of our service. The Production Division Director and the General Managers are in constant contact to analyze our processes and challenges, and to discuss better ways of running our operations. The General Managers themselves conduct meetings with their hiring staff and Crew Lead staff to communicate developments in our policy and to gather feedback from our Crew Leads about their experiences in the field and with the crews the hiring staff puts them in charge of managing. Everyone is involved with company development, and that environment drive a continuing evolution of new ideas and best practices.

Show Masters has taken advantage of such a creative environment to even rework the way a local labor company even handles large concert events. An entire process has been developed that not only removes the chaos from the standard local labor concert crew experience that the traveling road crew always seems to receive to an organized structure of organization and accountability. We do this by utilizing a management structure and approach that is turning the heads of tour management, concert promoters and venues alike.

We have also been conducting newly developed entry-level training and we expect to have available to each of our markets soon. With this training in place, this program will be utilized for recruits new to the industry and existing employees looking to expand their skill set.

... And Here We Are.

As we continue to grow, we are recognized more and more as a labor vendor of choice by constantly working on making Show Masters a better company. We're honored to have the opportunity to build and grow a relationship with the City of Fort Lauderdale and support the needs of the War Memorial Auditorium.

The following is Show Masters' official contact information:

Account Contact Information:

Bill Hall
817-300-0539 (Direct)
Bill.Hall@ShowMasters.com

Account Contact Address:

6340 Lake Worth Boulevard #302, Fort Worth, Texas 76135

Company Accounts Receivable Address:

PO Box 118108, Carrollton, Texas 75011-8108

Company Contact Information:

877-765-2267 (Office)
817-887-4253 (eFax)

Order Submittal Information:

WMAOrders@ShowMasters.com

SHOW MASTERS PRODUCTION LOGISTICS OUR APPROACH

Show Masters has been providing production crew support to venues almost since the founding of the company. We differentiate our services to production houses and producers from our services to venues because as venue support, there are considerations beyond simply the client's needs and the crew.

With a venue, it's a long term relationship with the venue management on what can be a daily basis as opposed to our relationships with clients that procure our services on a one-off basis, and maybe just once or twice a year sometimes. We give attention to those one-off clients as if it were our only job, but with an ongoing work relationship with a venue, we conduct business as a team for the incoming client. It's different in that we're working with two entities on a direct basis: the venue and the client using the venue.

We see being in-house at a venue as a home for our company and our people. It's a relationship in which we are vested into the venue from a resident standpoint as opposed to as a visitor. The interface we have with an incoming client of a venue in which we reside is done with the venue in mind much more completely than when we're simply watching out for the care of the venue we're visiting.

Add to that the benefit of familiarity with both the venue itself, its staff and all the clients that pass through and it makes being an in-house vendor even better.

For each venue in which we establish a presence, we build a core crew to maximize familiarity and consistency. Beyond that core crew, Show Masters maintains an extensive depth of personnel as either alternates or supplements to the core. Our resources enable us to cover needs involving large crews and a full scope of technical skill sets. Our trained crew management will be fully oriented with the venue to accommodate the venue staff, our crew and the clients.

Though we do a great deal of business outside of our venues, we do place the venues' crewing needs as priority over all other jobs. There is too much riding on our performance as a representative of a venue to approach it any other way.

The relationship's foundation is constant contact and communication. Regular conversations between our staff and the venue are established to maintain a flow of feedback and constant evaluation of both our level of service and our combined experience as a team with the incoming clients.

As a secondary stream of insight, our crew management submits their own feedback to us with evaluations of the crew and reports of the experience with each job. We use this information to adjust choices we make in our hiring and we input experiences and challenges we have into our database for future reference with each client.

We recognize that as an in-house labor vendor, we represent the venue and its interests for repeated business and a reputation for excellence. A client's choice to return to a venue with future events can hinge on the quality of the in-house crew, and we approach our presence in our venues with this at the forefront of our thinking.

SHOW MASTERS PRODUCTION LOGISTICS REFERENCES

Please consider these references below for feedback on our services:

This is a selection of venues where we serve as the contracted or preferred in-house stage crew labor vendor.

Venue Name: Charles W. Eisemann Center

Scope: 1,563 seat theater, 365 seat theater, conference hall.

Contact Person & Title: Bill Fox, Production Manager

Phone Number & Email Address: 972-744-4608, bill.fox@cor.gov

Dates of Service: December 2006 to Present

Description of Service and/or Products Provided: Local production crew for theatrical events.

Venue Name: Germain Arena

Scope: 8,284 seat arena.

Contact Person & Title: Randy Klinck, Operations Manager

Phone Number & Email Address: 239-948-7825 x1119, randyk@germainarena.com

Dates of Service: January 2010 to Present

Description of Service and/or Products Provided: Local production crew for touring concert events.

Venue Name: Clermont Arts Center

Scope: 69,000 square foot event center, 230 seat theater.

Contact Person & Title: Gary DeMumbrum, Operations Manager

Phone Number & Email Address: 352-394-4800, gdemumbrum@clermontfl.org

Dates of Service: August 2014 to Present

Description of Service and/or Products Provided: Local production crew for theatrical events.
Installation and repair of in-house systems.

Venue Name: Gateway Church

Scope: Six campuses, the largest with a 4,000 seat sanctuary.

Contact Person & Title: Jamie Whisenhunt, Labor Coordinator

Phone Number & Email Address: 817-552-7535, jamie.whisenhunt@gatewaystaff.com

Dates of Service: August 2013 to Present

Description of Service and/or Products Provided: Local production crew for seasonal, warehouse and special events.

Venue Name: Will Rogers Memorial Center

Scope: 2,856 seat auditorium, 5,600 seat coliseum.

Contact Person & Title: Steve Carlisle, Production Manager

Phone Number & Email Address: 817-392-8166, steve.carlisle@fortworthgov.org

Dates of Service: May 2008 to Present

Description of Service and/or Products Provided: Local production crew for theatrical events.

BID/PROPOSAL CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Show Masters Production Logistics, Inc.**

Address: **6340 Lake Worth Boulevard, #302**

City: **Fort Worth** State: **Texas** Zip: **76135**

Telephone No. **817-300-0539** FAX No. **817-887-4253** Email: **Bill.Hall@ShowMasters.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **Immediately** ☐

Payment Terms (section 1.04 of General Conditions): **Net 45**

Total Bid Discount (section 1.05 of General Conditions): **N/A**

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE **N/A** WBE **N/A**

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

See Tab F / Variances:

Section 3.3.1.E (Regarding ETCP certifications) ☐

Section 3.3.4: Paragraph 3 (Regarding order lead time) ☐

Section 3.3.5: Paragraph 3 (Regarding work minimums) ☐

Section 6.1: Lines 2,3,6,9,10 (Regarding technical positions) ☐

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Bill Hall

Name (printed)

December 26, 2015

Date:

Signature

President

Title

revised 04/10/15

PROPOSAL PAGE

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SECTION 6 – COST PROPOSAL PAGE**Proposer Name:** Show Masters Production Logistics, Inc.

Proposer agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

1. Cost Proposal

- a. All rates are to be inclusive of all administration cost by the contractor
- b. Rate table is required
- c. All billing will be to the nearest quarter hour.
- d. Work weeks are Sunday through Saturday
- e. All contract employees will sign in and punch a time clock to account for hours worked.
- f. All call times will be set by WMA management

LINE	POSITION	ESTIMATED HOURS	HOURLY RATE	TOTAL COST
1	Stage/Event Tech	900	\$27.70	\$24,930.00
2	Audio A1	550	\$42.40	\$23,320.00
3	Audio A2	75	\$36.20	\$2,715.00
4	Wardrobe	50	\$32.45	\$1,622.50
5	Dresser	50	\$27.70	\$1,385.00
6	Seamstress	20	\$36.20	\$724.00
7	ETCP Rigger	75	\$40.20	\$3,015.00
8	Rigger	24	\$36.20	\$868.80
9	Television Tech	40	\$42.40	\$1,696.00
10	Pyro Tech	20	\$42.40	\$848.00
11	Fly Technician	550	\$40.20	\$22,110.00
12	Other	40	\$29.95	\$1,198.00

TOTAL ANNUAL ESTIMATED FEE (INITIAL CONTRACT PERIOD) \$ **\$84,432.30** /ANNUALLY

(continued)

SECTION 6 – COST PROPOSAL PAGE - continued

2. State the amount of time that staffing levels must be communicated to ensure adequate staffing is obtained.
3. State the amount of time that must be given before a revision in staffing levels required can be made without billing for the original number of hours requested.
4. State any minimum number of hours that will be charged per employee if it is determined the employee is not needed after they have already arrived.
5. State the maximum number of hours your employees may work and whether the rate changes after a certain threshold.

As soon as requirements are known. ☐
 At least one week is preferred, but we ☐
recognize the nature of the business.

N/A

Supervisor 20, Riggers, Technicians: 5 hours.
 All remaining positions: 4 hours. ☐
See Tab G / Proposed Billing Guidelines ☐
for details.

There is no maximum, but the rate ☐
 would change after certain thresholds. ☐
See Tab G / Proposed Billing Guidelines ☐
for details.

Please note any other pricing structures you feel warrant consideration:

See Tab F / Variances: A summary listing of variances to the parameters given in ☐
this RFB. ☐

☐

See Tab G / Proposed Billing Guidelines: A proposed set of billing guidelines to ☐
apply to the rate schedule. Includes minimums, overtime rules, holidays, etc. ☐

☐

See Tab H / Installation Rates and Guidelines: Our rates and guidelines for our ☐
permanent installation services.

Submitted by:

Bill Hall

Name (printed)

Signature

December 26, 2015

President

Date

Title

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) **Show Masters Production Logistics, Inc.** is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: **Show Masters Production Logistics, Inc.**

AUTHORIZED COMPANY PERSON: **Bill Hall** **December 26, 2015**

NAME

SIGNATURE

DATE

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

_____ Master Card

X _____ Visa Card

Company Name: **Show Masters Production Logistics, Inc.**

Bill Hall

Name (printed)

Signature

December 26, 2015

Date:

President

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ragland, Strother, Lafitte 3838 Oak Lawn Ave. Ste. 500 Dallas TX 75219-4506	CONTACT NAME: Sarah Walls, CIC, ACSR PHONE (A/C, No, Ext): (214) 522-4880 FAX (A/C, No): (214) 520-3856 E-MAIL: swalls@islins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: St. Paul Fire & Marine INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Show Masters Production Logistics, Inc. Installation Masters 6340 Lake Worth Blvd #302 Fort Worth TX 76135	NAIC # 24767

COVERAGES CERTIFICATE NUMBER: 15/16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZLP12R23850	2/9/2015	2/9/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys Dmg \$125,000/1000ded	X		ZLP12R23850	2/9/2015	2/9/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP15S06479	2/9/2015	2/9/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XEUB8945Y739	2/9/2015	2/9/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured as respects Liability per a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE W. Scott Ragland/SKW <i>W Scott Ragland</i>

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State of Florida

Department of State

I certify from the records of this office that SHOW MASTERS PRODUCTION LOGISTICS, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on January 29, 2007.

The document number of this corporation is F07000000532.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 14, 2015, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of July, 2015*



Ken DeFina
Secretary of State

Tracking Number: CU3901780502

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

SHOW MASTERS PRODUCTION LOGISTICS VARIANCES

The following are requested variances and/or considerations from the Technical Specifications / Scope of Services in the bid documentation:

Section 3.3.1.E: Rigger ETCP Certifications

Though one of our Lead Riggers is both ETCP certified and Sprat certified, we have yet to get more of our core Lead Riggers the certifications. We have plans to test and certify two more for both Arena and Theater in early 2016.

We have to do a census with our rigging resources as to who is presently ETCP certified, and expect to have that done in the same timeframe.

Section 3.3.4, Paragraph 3: Regarding Minimum Notifications of Larger Calls

This is not really a variance, but rather a comment about the statement "Minimum 2-day notification on calls up to and including 40 crew members". Though we will certainly do our best with such circumstances, it may not be realistic to assume availability with such a short notice in a period where the area is extremely busy, such as in a case of a Super Bowl or another event or events that absorb a great number of the area's resources. We understand the nature of our business as being one that can spring sudden needs at last minute, but we would ask that the need be conveyed as soon as it is known, and without delay, so we can work on the crew and satisfy the need.

We deal with these challenges all the time, and usually do very well at satisfying them, but it was worth stating the above for the sake of perspective.

Section 3.3.5, Paragraph 3: Regarding Minimums for Work Calls

Minimum hours paid for work calls is a production industry standard. Stagehands will not accept work without at least a four hour minimum being offered. Riggers, large scale crew management and technicians require a five hour minimum.

One thing we do to ease the expense of the minimum is to bill regular time rate for billed-but-not-worked hours in what would normally be overtime. For example with a stagehand, if we are charging overtime after midnight, and the call starts at 10:00 PM and the work gets done at 2:00 AM, we'd charge two hours in regular time (for the 10:00 PM to Midnight work) and two hours in overtime (for the Midnight to 2:00 AM work). However, if the work gets done at 1:00 AM, we'd charge the two hours in regular time (for the 10:00 PM to Midnight work), one hour in overtime (for the worked hour from Midnight to 1:00 AM), and one hour in regular time (for the unworked hour from 1:00 AM to 2:00 AM) that fulfills the 4 hour minimum.

Minimums apply to cancellations as well. Please see Tab G: Proposed Billing Guidelines for all details.

Section 6.1, Lines 2,3,6,9,10: Regarding Technical Caliber

Positions of what we call "Standard Positions", which fall under the rates that are presented in Section 6 - Cost Proposal Page, are representative of what is considered the "regular" need for the venue.

An example of where there may be a deviation from this is if the caliber of A1 is far beyond what the pricing stated for an A1 in Section 6 - Cost Proposal Page can accommodate. An advanced technical position need for the A1 role, or perhaps a position of technical skill not listed in Section 6 - Cost Proposal Page, would prompt us to conduct what we call a Tech Assessment. This is where our Personnel Coordinator contacts whomever is the authorized individual to speak with - be it the client or someone with the venue - to go over the position(s) in question in regard to the skill set needed and the caliber of the technician. This is where the technician rate scale in Tab G: Proposed Billing Guidelines is discussed and pricing is determined for the "out-of-the-ordinary" position.

This is an important consideration that not many production labor companies do, and this consideration can be the determining factor in the success of a job where the technician is presented with a role requirement that is well above and beyond their skill set. Another example is if an incoming client brings in their own equipment, it cannot be expected that any technician we provide is going to be able to set, program and/or operate said equipment. Even the model of console or the brand of presentation software is a critical piece of information to determine the right fit and caliber of technician for the role. Any less consideration for such an occasion we would consider to be irresponsible as a crewing provider and an unnecessary risk to the success of the event.

Once the Tech Assessment is done, the Personnel Coordinator reports the results to our Main Office. The quote is then produced, and the Personnel Coordinator is already in progress of finding the right fit for the assessed position(s).

WAR MEMORIAL AUDITORIUM PROPOSED BILLING RATES:

Proposed December 26, 2015

PRODUCTION CREW

Standard Stage Hand:

Audio Hand	Case Pusher	Set Change Hand	Truck Loader
Band Gear Hand	General Hand	Softgoods Hand	Video Hand
Carpenter Hand	Lighting Hand	Staging Hand	Wardrobe Hand/Dresser

(4 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$27.70 /HR	\$41.55 /HR	\$55.40 /HR

Spotlight Operator, Forklift Operator:

(4 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$29.95 /HR	\$44.93 /HR	\$59.90 /HR

Runner: (Flat Day Rate)

DAILY
FLAT DAY RATE
\$278.50 /DAY

STAGE MANAGEMENT

Crew Chief (Crews up to 19): Always in a position of one of the crew.

Supervisor (Crews 20 and greater):

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$40.20 /HR	\$60.30 /HR	\$80.40 /HR

RIGGING

Rigger Up, Rigger Down:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$36.20 /HR	\$54.30 /HR	\$72.40 /HR

Rigger Lead:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$40.20 /HR	\$60.30 /HR	\$80.40 /HR

WAR MEMORIAL AUDITORIUM PROPOSED BILLING RATES (continued):

Proposed December 26, 2015

STANDARD HOUSE TECHNICIANS

Assistant department technicians (Audio Assist, Lighting Assist, Video Assist, Carpentry Assist, Wardrobe Assist):

(5 Hour Minimums)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$36.20 /HR	\$54.30 /HR	\$72.40 /HR

Lead department technicians & non-engineer operating positions (Audio Lead, Lighting Lead, Carpentry Lead, Wardrobe Lead):

(5 Hour Minimums)

REGULAR	OVERTIME	DOUBLETIME
1ST 8 HOURS	2ND 8 HOURS	THEREAFTER
\$42.40 /HR	\$63.60 /HR	\$84.80 /HR

Other positions (Video Engineer, Teleprompter, Graphics, PowerPoint, Network Code Writer, Hairdresser/Makeup, Camera, Jib Camera, Technical Director, Project Manager, Video Director, V2, System Designer, Video Blending Engineer/Projectionist, Lighting Director, etc.):
(Please contact us for rates & terms and ask about any other positions not listed above)

ASSESSED TECHNICIANS

Technician Formats are designed to accommodate any budget show and to provide the choice as to the level of technical support for the price.

For a detailed explanation of your options below see "About the Technician Formats" in the Billing and Field Guidelines.

Small format technical positions (V1, V2, V3, Projectionist, Carpenter Lead, C2, A1, A2, A3, L1, L2, L3, Camera Utility):

(5 Hour Blocks)

HALF DAY RATE	FULL DAY RATE	OVERTIME	DOUBLETIME
5 HOUR BLOCK	10 HOUR BLOCK	2ND 10 HOURS	THEREAFTER
\$205.00 /½DR	\$352.50 /DR	\$52.88 /HR	\$70.50 /HR

Medium format technical positions (V1, V2, V3, Projectionist, Carpenter Lead, C2, A1, A2, A3, L1, L2, L3, Specialty Camera):

(5 Hour Blocks)

HALF DAY RATE	FULL DAY RATE	OVERTIME	DOUBLETIME
5 HOUR BLOCK	10 HOUR BLOCK	2ND 10 HOURS	THEREAFTER
\$235.00 /½DR	\$410.00 /DR	\$61.50 /HR	\$82.00 /HR

Large format technical positions (V1, V2, V3, Projectionist, Carpenter Lead, C2, A1, A2, A3, L1, L2, L3, Specialty Camera)

(5 Hour Blocks)

HALF DAY RATE	FULL DAY RATE	OVERTIME	DOUBLETIME
5 HOUR BLOCK	10 HOUR BLOCK	2ND 10 HOURS	THEREAFTER
\$262.50 /½DR	\$467.50 /DR	\$70.13 /HR	\$93.50 /HR

Extra Large format technical positions (V1, V2, V3, Projectionist, Carpenter Lead, C2, A1, A2, A3, L1, L2, L3, Specialty Camera)

(5 Hour Blocks)

HALF DAY RATE	FULL DAY RATE	OVERTIME	DOUBLETIME
5 HOUR BLOCK	10 HOUR BLOCK	2ND 10 HOURS	THEREAFTER
\$321.25 /½DR	\$525.00 /DR	\$78.75 /HR	\$105.00 /HR

BASIC BILLING PRINCIPLES

Please note that the prices above are for the payment terms stated and represent base regular time prices in their entirety.

We do not impose an administrative percentage upon our rates, as our administrative costs are built in to our prices.

All positions are billed on a 4 or 5 hour minimum as indicated above and are billable in 1/4 hour increments after the minimum.

For all positions with 4 or 5 hour minimums, overtime is applied:

After 8 hours of billable time.

After 40 hours worked in a calendar week for a single event.

Between the hours of 12:00 AM to 8:00 AM.

Applicable holidays.

See "Billing and Field Guidelines" for all details.

WAR MEMORIAL AUDITORIUM PROPOSED BILLING AND FIELD GUIDELINES:

Proposed December 26, 2015

DEFINITIONS:

Show Masters: All references to "Show Masters" refer to Show Masters Production Logistics, Inc.

Crew: All references to "crew" in these guidelines refer to persons supplied by Show Masters.

Labor Call: All references to "labor call" in these guidelines refer to all labor booked within a single timeframe within an event that is billed on a single invoice.

Labor Order: All references to "labor order" in these guidelines refer to all labor booked for an event that is billed on a single invoice.

ORDERING LABOR / CHANGES TO CALL

Original labor order should be made as far in advance as possible and the Estimate and Contract must be signed and returned.

Original Labor Order: Place original labor order with your Show Masters Representative, Show Masters Main Office: 877-765-2267, Fax: 817-887-4253, or Email: Orders@ShowMasters.com

Updates, Changes To Original Labor Order Before Labor Call: Place pre-call changes to labor order using the above contact information.

Last Minute On-site Changes To Call: Place all on-site changes to labor call with on-site Show Masters Crew Leadership or local representative.

Show Masters does its best to ensure crew continuity throughout an event. However, we are not always able to guarantee crew continuity for a large crew after the original labor order has been dramatically altered. In this event, we will indicate when this issue exists in critical crew positions.

For changes made before first labor call within 24 hours, it is highly recommended to speak to your Show Masters representative or the Show Masters Main Office by phone and not to rely on fax, email or voicemail. Also, please call to confirm that fax has been received when sending.

GUIDELINES FOR STANDARD CREW RATES:

Please note that the prices above are for the payment terms stated and represent base regular time prices in their entirety.

We do not impose an administrative percentage upon our rates, as our administrative costs are built in to our prices.

Minimums: Minimums are defined as a minimum charge of time for a labor call. Use of minimums are an industry standard.

Standard Crew: Includes the following positions: Stage Hands (Deck/Carpenter/Props/Video/Audio/Lighting), Truck Loaders, Spotlight Operator, Wardrobe Dresser, Department Lead Technicians/Board Operators, Assistant Technicians, Riggers. These positions are listed as Standard Crew as they are anticipated to be the most commonly utilized positions at the War Memorial Auditorium.

Supervisor, Rigger, Department Lead Technician and Assistant Department Technician Standard Crew positions: Billed on a 5 hour minimum and are billable in 1/4 hour increments after 5 hours.

Runner: Billed on a flat day rate. The necessity of a specialized rental vehicle such as a large capacity van will be at additional cost.

All Remaining Standard Crew positions: Billed on a 4 hour minimum and are billable in 1/4 hour increments after 4 hours.

Non-standard Technician Positions: Billed in 5 hour blocks (half day and full day) and are billable in 1/4 hour increments after 10 hours.

If a break between calls is greater than one and a half (1.5) hours, the second call will be considered as a separate call and a new minimum will apply.

Overtime: Overtime is determined by multiplying the regular hourly rate by 1.5 and is subject to the following:

Overtime for all Standard Crew positions: Based on the number of hours worked over 8 billable hours in a single day and hours worked between 12:00 AM (midnight) and 8:00 AM. Paid but not worked hours are billed at regular time.

Overtime for all Non-Standard Crew positions: Based on the number of hours worked over 10 billable hours in a single day.

Forced Calls: (Turnaround Penalty) For purposes of Overtime, at least eight (8) hours must elapse from the end of a call to the next day's call for the call to be considered separate and not an extension of the first call. If less than eight (8) hours elapses between calls from one day to the next, the second call will be considered an extension of the first call for purposes of calculating overtime hours. This applies to all Show Masters personnel.

Double Time: Double time is determined by multiplying the hourly rate stated in the Labor Service Estimate (attached as an appendix hereto) by 2.0. Labor calls exceeding 20 billable hours will be billed double time.

Designated National Holidays: All labor calls falling on New Year's Eve, New Year's Day, Easter Sunday, Independence Day, Labor Day, and Thanksgiving Day, are designated holidays to be billed at Overtime rates up to 20 hours billable time. Christmas Day is billed at doubletime rates up to 20 hours billable time. All labor calls exceeding 20 billable hours will be billed double time. This above rule for designated national holidays applies to technicians as well.

FLSA Overtime: Any Show Masters personnel working in excess of 40 regular time billable hours over the course of a calendar week (Sunday through Saturday) for a single event will be billed at Overtime rates.

Meal Penalty Overtime: See Delayed Meal Breaks/Overtime Charges section below.

GUIDELINES FOR NON-STANDARD CREW RATES:

Non-Standard Technical Positions: These positions are technical specialists available when the client requires a technician of a caliber suitable for larger or more complex systems... at the client's request or need. We have a five tier rate schedule for these technicians available upon client's request.

Special Tech Positions: We maintain a structure of rates on the most common Non-Standard technician positions, like Camera Operator, but we have a special category for positions whose rates normally fluctuate between one individual and another. These positions include, but are not limited to: Teleprompter, Graphics, PowerPoint, Jib Camera, Hairdresser/Makeup, Technical Director, Project Manager, Video Director, System Designer, Electronic News Gathering (ENG), Video Blending Engineer/Projectionist, etc. Rates are quoted on a per job basis. Some of these positions also include variations to accessory equipment packages that also contribute to the rate's fluctuation. Also, positions may be billed on a 10 hour minimum based on availability and standards.

When we receive an order that requires a Non-Standard technician, we conduct what we call a Tech Assessment. This is a conversation between the client and our Technician Personnel Coordinator to assess the caliber of technician needed for each technical position, and is done through discussion of the equipment involved, the role(s) of the technician and pricing. Once the assessment is done, our Technician Personnel Coordinator reports the results back to our Main Office, and the Quote is created and sent out. Additionally, it gives our Technician Personnel Coordinator a head start to secure the right technician(s) for the job.

WAR MEMORIAL AUDITORIUM PROPOSED BILLING AND FIELD GUIDELINES:

Proposed December 26, 2015

GUIDELINES FOR NON-STANDARD CREW RATES *(continued)*:

"As Ordered" Non-Standard Tech Billing: Hours for Non-Standard Technicians per labor call will be billed as ordered plus however billing guidelines apply (minimums, etc.) unless the day's call is prolonged.

Example 1: If an order for a Non-Standard Technician is for 5 hours or less and he gets the job done in less than the 5 hour half-day, the minimum is applied and we invoice 5 hours.

Example 2: If an order for a Non-Standard Technician is for more than 5 hours up to 10 and he gets the job done within the 5 hour half-day, we bill as ordered plus the applied billing guidelines, so we invoice 10 hours.

Please keep in mind that an accurate estimate of call time lengths when placing the labor order establishes these terms and guarantees:

- 1) A Non-Standard Technician booked for more than 5 hours up to 10 is guaranteed available for 10 hours at very least and normally available if the call runs past 10 hours, where overtime applies.
- 2) Non-Standard Technicians booked for 5 hour half-days will be guaranteed available for, at very least, 5 hours. If the call looks like it will run long, Show Masters Crew Leadership will check the continued availability of the tech crew members for the extension of the call and substitute, if necessary, upon client's approval.

GUIDELINES / DESCRIPTIONS FOR PERSONNEL

Use of Personnel: Show Masters Production Logistics takes pride in the practice of not operating in a strict, departmental fashion. Therefore, it is acceptable for client's representative to reassign personnel without permission as needed for various jobs so long as the billing rates for the jobs are identical. Reassignment of personnel with differing billing rates requires approval from Show Masters Production in writing signed by the Show Masters Supervisor.

Client Requested Personnel: Client requested personnel may be personnel Show Masters would not normally hire. It is in our policy to make our clients aware of a requested person's hiring status in such a case. However, in our efforts to accommodate our clients, we make personnel requests available and cannot be held responsible for substandard performance on behalf of client requested personnel.

Direct Hire of Personnel: Show Masters invests a considerable amount of time, effort and training to develop and maintain our employees. Client agrees in good faith not to solicit, induce, or direct Show Masters employees to work independently of Show Masters.

Crew Leadership: Strong crew management onsite is considered critical to provide a smooth, efficient, and organized service. This person shall record hours worked, handle personnel issues and client relations.

Crew Chief: The Crew Chief works in a position as one of the crew for crews of up to 19 and is the Show Masters primary representative in the venue. This position is not billed separately. It appears on the invoice as one of the working crew.

Supervisor: The Supervisor works in a position in a supervisory role for crews of 20 or greater and is the Show Masters primary representative in the venue. This position will be invoiced as Supervisor, as opposed to being included as one of the working crew as Crew Chief is.

Stagehands:

Lighting Hand: Otherwise known as "Electrician", on either the deck or in the air, these personnel hang lighting equipment, run and circuit cable, focus and gel lights and assist the Lighting Board Operator with getting the lighting system show-ready.

Carpentry/Props Hand: This is a stagehand with general skills in stagecraft for the construction of scenery and props on stage. The hands set the orchestra shells, set risers and chairs, lay dance floors, handle ballet Barres, set up quick change dressing rooms and work with pipe and drape.

Audio or Video Hand: These personnel are involved in the setup and strike of the audio or video equipment, and assist the Audio Board Operator with getting the systems show-ready.

Truck Loader Hand: These personnel start with the loading in and out of any trucked-in equipment. Truck loaders will remain on the call after the trucks are empty and assist on the deck until they are not needed. Truck Loaders can be transferred to the load-in as hands after a short break. It is common and even suggested, if acceptable to Client, for the truck loaders to wear T-shirts during work in the back of the truck. Once the truck is unloaded, the truck loaders that become regular crew on the load-in change into dress code for the job during that break.

Spotlight Operator: These personnel operate the followspots during rehearsals and shows. Normally, they take cues from the Lighting Board Operator or whomever is calling the show's cues. As Client, it is important to make sure there is someone to call the cues if it requires specific moves by the spots.

Runner: This person is able to provide transportation as needed. Duties include transportation of show personnel around town to hotels or from hotels to the War Memorial Auditorium. Duties also include transportation of show crew to and from local stores or businesses as needed for emergency show purchases or repairs. The necessity of a specialized rental vehicle such as a large capacity van will be at additional cost.

Wardrobe Dresser: This person assists performers with costume changes. Duties include laundry services, such as washing, drying, folding or ironing clothing or costumes.

Technicians:

Audio Lead: This person is responsible for the operation of the sound system. Duties include microphone selection, patching, audio cues and the mixing of the audio console during rehearsal and show. As Client, it is important to make sure that the Audio Lead has everything necessary for the rehearsals and show, such as cues, timing, music, microphone use and recording needs, and in sufficient enough time beforehand to prepare. When providing audio content such as music, the preferred format is a music CD. Other formats should be approved before load in begins.

Audio Assist: This technical assistant to the Audio Lead is the eyes and ears on the deck, acting as technician for the system while the Audio Lead is involved with the console. They are often used to set gear, chase cable and dispense wireless microphones to the performers. This position is of a higher technical caliber than an Audio Hand.

Lighting Lead: This person is responsible for the operation of the lighting system. Duties include lighting focus, patching, programming of the lighting cues and running of those cues during rehearsal and show. As Client, it is important to make sure that the Lighting Lead has everything necessary for the rehearsals and show, such as cues and timing, and in sufficient enough time beforehand to prepare.

Lighting Assist: This is the technical assistant to the Lighting Lead, acting as technician for the system while the Lighting Lead is involved with the console. This position is of a higher technical caliber than a Lighting Hand.

Wardrobe Lead: This person is the standard caliber of wardrobe tech. Includes all the duties of a Wardrobe Dresser position, plus the ability to sew, but not necessary to bring sewing machine on site. Sewing repairs include, but not limited to: button repairs, zipper repairs, small rips and tears in clothing and costumes. For more complex sewing or repair, or apparel creation, a higher caliber wardrobe technician would be required.

Wardrobe Assist: This person is the assistant to the Wardrobe Lead. Includes all the duties of a Wardrobe Dresser position, plus the ability to sew. This position is of a higher technical caliber than a Wardrobe Hand.

WAR MEMORIAL AUDITORIUM PROPOSED BILLING AND FIELD GUIDELINES:

Proposed December 26, 2015

GUIDELINES / DESCRIPTIONS FOR PERSONNEL (continued):

Non-Standard Technicians: Show Masters provides the full scope of production positions outside of the Standard Crew position list, including but not limited to: Audio Engineer, Video Engineer, Teleprompter, Graphics, PowerPoint, Hairdresser/Makeup, Camera, Jib Camera, Technical Director, Project Manager, Video Director, V2, Video Switcher, System Designer, Video Blending Engineer, Projectionist, and Lighting Director. Please contact Show Masters for more information.

Rigging: The following are guidelines involving rigging:

Rigger Up: An Up Rigger is responsible for safely assessing, making, and checking the attachment of any overhead, permanent or temporary, dynamic or static suspended loads to a building structure or representation of a building structure.

Rigger Down: A Ground Rigger is responsible for assisting in the assembly of attachments, the making of attachments, and the monitoring of the floor and all rigging details for the safety of all concerned on any and all job sites.

Rigger Lead: The lead of the rigging crew is responsible for making decisions in regard to rigging design and/or load capacity of a building structure. The requirement of the rigging crew to have a Lead Rigger is on a per job or per venue basis, with considerations including but not limited to complexity of the rigging design, requirements of a client, equipment Show Masters may provide, and extent of rigging/weight.

Normally, a minimum of two riggers is required, as the only person qualified to assist or backup a rigger is another rigger. At very least, this would be a ground rigger and an up rigger, unless bridles are required, then it would require a minimum of one ground rigger and two up riggers.

These rigging guidelines are for the safety of all personnel, equipment, and facilities involved. Therefore, they are not negotiable for budgetary adjustments. The only exception to this policy is to be addressed prior to a job for a changeover or motor movement and is determined by the War Memorial Auditorium.

RECORDING LABOR

Crew Sign-In/Sign-Out: A sign-in/sign-out sheet, called a "Timesheet" will be provided for every show/work environment to record all work times, dates, and personnel involved. The original Timesheet will be used to produce the final invoice. At Client request, a copy of the Timesheet will be provided. We require the client to sign each Timesheet to approve hours worked for billing purposes.

BREAKS:

Breaks: Except in the case of a show or production, Crew Members are entitled to a 15 minute break every 2-3 hours of consecutive work. It is at the crew's collective option only to take this break or continue working. During a show, breaks are only appropriate during breaks in the show or at the discretion of those running the show. If a break between calls is greater than 1.5 hours, the second call will be considered as a separate call and a new minimum will apply. Excess breaks imposed by client that are not relevant to the break guidelines herein is considered billable time.

Meal Breaks: Meal Breaks will be provided and are required after 5 hours. It is at the crew's collective option only to take a meal break or continue working. The crew may elect to complete the job without a meal break if there is little time required to finish. Any meal break of one hour or more will not be billed. Meal breaks of less than one hour are billed.

Delayed Meal Breaks/Overtime Charges: If a meal break is established to take place after 5 hours, and the meal break is delayed by the client, and not due to the show, charges of 1.5 times the current rate will apply until meal break is taken. In such a case, a Meal Penalty Agreement will be signed by both the client and the Show Masters Supervisor. A crew's choice to not take the Meal Break will waive the Meal Penalty.

Offsite Meal Breaks: Offsite Meal Breaks must be one hour in duration (to allow time for travel) unless crew agrees to take a shorter meal break, which would be billed.

Client-Provided Meals: Client-provided meals to Crew must be of nutritional value in a volume considered by the crew to be satisfactory within reasonable limits. If there is a vegetarian on the crew, arrangements should be made to accommodate a vegetarian diet. Otherwise, the vegetarian should be released for an Offsite Meal Break for one hour.

Water: If drinking water is not reasonably available to crew, (i.e. drinking fountains or other consumable water), it must be provided to crew members per OSHA Regulation 1926.51. If water is not provided, Show Masters will provide water to the crew and client will be billed. Coffee, tea, sodas, colas, or other carbonated beverages are not acceptable substitution for water.

CANCELLATIONS:

Labor Calls must be cancelled no later than twenty-four (24) hours before that labor call is to begin. Failure to notify Show Masters of cancellation will result in a 4 or 5 hour minimum charge (depending on the standard billing block of that particular crew member) for each member of the crew labor call.

PAYMENT TERMS:

Payment terms for services to entity other than the War Memorial Auditorium: Payment is to be made in full within 45 days of the end of the job, unless other arrangements have been made due to poor payment history or collections concerns. These considerations would be discussed with the War Memorial Auditorium management prior to any discussion with the client.

Payment terms for services directly to War Memorial Auditorium: Payment is to be made in full within 45 days of the end of the job.

Payments: Payments should be made out to: "Show Masters"

Onsite to: **Show Masters Crew Leadership Representative or Upper Management**
Postal Mailed to: **Show Masters, P.O. Box 118108, Carrollton, Texas 75011-8108**
Overnighted to: **Show Masters, 3960 Valez Drive, Carrollton, Texas 75007**
Wired payments: **Contact us at 877-765-2267 for details.**

Invoice Disputes: Disputes with the invoice must be made to Show Masters' Main Office within 48 hours after receipt of invoice.

Past Due Invoices: (invoices unpaid beyond the agreed upon terms) are subject to an interest charge of 1½% interest (18% per annum) on the existing balance due. Interest, therefore, is compounded monthly until balance is paid.

Returned Payments: Returned checks will be assessed a \$30 return fee.

INSURANCE:

Show Masters maintains a general comprehensive liability policy with a limit of one million dollars (\$1,000,000.00) per occurrence with a two million dollar (\$2,000,000.00) general aggregate limit.

Show Masters also maintains a hired/non-owned automotive liability policy with a limit of one million dollars (\$1,000,000.00) per occurrence.

Show Masters also holds a worker's compensation and general liability policy for its employees.

Proof of Insurance is available upon request.

WAR MEMORIAL AUDITORIUM PROPOSED BILLING AND FIELD GUIDELINES:

Proposed December 26, 2015

INSURANCE (continued):

Indemnification: All parties shall agree to indemnify and hold harmless any of the other parties and their respective present and future subsidiaries, partners, officers, directors, employees, shareholders, agents, successors and assigns, from and against, any and all losses, liabilities, damages, claims, demands, suits, and judgments, including without limitation, attorneys' fees and the costs of any legal action, arising solely out of: (i) any act or omission of the indemnifying party related to the performance of its duties pursuant to this agreement, (ii) the negligence or intentional misconduct of the indemnifying party, its officers, employees, or agents in connection with this agreement, and, (iii) any breach of this agreement by the indemnifying party and all costs incurred by any other party or related entity (including, but not limited to, attorneys' fees) as a result of any breach of this agreement or the enforcement of this agreement against the indemnifying party.

MISCELLANEOUS

Entire Agreement: This Agreement, including the exhibits and schedules hereto (which are incorporated by reference herein and constitute a part hereof) contains every obligation and understanding among the Parties relating to the subject matter hereof and merges all prior discussions, negotiations and agreements, if any, among them, and none of the Parties shall be bound by any conditions, definitions, understandings, warranties or representations other than as expressly provided or referred to herein.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.

Waiver and Amendment: Any representation, warranty, covenant, term or condition of this Agreement which may legally be waived, may be waived, or the time of performance thereof extended, at any time by the Party hereto entitled to the benefit thereof, and any term, condition or covenant hereof (including the period during which any condition is to be satisfied or any obligation performed) may be amended by the Parties hereto at any time. Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed by the appropriate Party or on its behalf by an officer authorized to execute waivers, extensions or amendments on its behalf. No waiver by any Party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such Party's rights under such provisions at any other time or a waiver of such Party's rights under any other provision of this Agreement. No failure by any Party hereto to take any action against any breach of this Agreement or default by another Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other Party.

No Third Party Beneficiaries: Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Severability: If any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

Headings: The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, regardless of the jurisdiction in which enforcement is sought, without reference to the choice of law principles thereof.

Venue; Jurisdiction: If, notwithstanding the provisions of the Arbitration/Mediation requirements of this document, any litigation is to be instituted regarding this Agreement, it shall be instituted in the state and federal courts located in Dallas County, Texas, and each Party irrevocably consents and submits to the personal jurisdiction of such courts in any such litigation, and waives any objection to the laying of venue in such courts. Service of process in any such litigation shall be effective as to any Party if given to such Party by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such Party as provided in this Agreement.

Further Assurances: The Parties shall deliver any and all other instruments or documents required to be delivered pursuant to, or necessary or proper in order to give effect to, all of the terms and provisions of this Agreement.

Mediation; Arbitration: All claims arising under this Agreement which the Parties are unable to settle shall be submitted for mediation by a mediator mutually acceptable to the Parties involved in such claim. It shall be a condition to the right of the Parties to commence an arbitration proceeding with respect to any claim that each Party shall have made a good faith effort to resolve the dispute through a mediation proceeding as provided in the preceding sentence. Any and all claims arising under this Agreement which the Parties are unable to settle by mutual agreement or mediation as provided above shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association as in force at the time ("AAA").

Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any Party under the terms of this Agreement that is not resolved by the mediation process set forth above ("Dispute") shall be resolved by mandatory and binding arbitration administered by the AAA pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statutes or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any Party hereunder or the enforceability of any of the terms of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Dallas County, Texas before a single arbitrator being a member of the State Bar of Texas for no less than ten (10) years and having recognized expertise in the field or fields of the matter(s) in dispute.

After first exhausting the mediation process set forth above, upon the request by written notice delivered in accordance the Agreement from any Party, whether made before or after the institution of any legal proceeding, but prior to the expiration of the statutory time period within which a Party must respond upon receipt of valid service of process in order to avoid a default judgment, any Dispute shall be resolved by mandatory and binding arbitration in accordance with the terms of this Agreement. Within ten (10) days after a Party's receipt of such notice, the Parties shall agree upon a qualified arbitrator. If the Parties cannot agree within such 10-day period, an arbitrator shall be appointed by the AAA. If a replacement arbitrator is necessary for any reason, such replacement arbitrator shall be appointed by the AAA.

All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Any attorney-client privilege and other protection against disclosure of privileged or confidential information including, without limitation, any protection afforded the work-product of any attorney, that could otherwise be claimed by any Party shall be available to, and may be claimed by, any such Party in any mediation or arbitration proceeding. No Party waives any attorney-client privilege or any other protection against disclosure of privileged or confidential information by reason of anything contained in, or done pursuant to, the mediation or arbitration provisions of this Agreement.

The arbitration shall be conducted and concluded as soon as reasonably practicable, based on a schedule established by the arbitrator. Any arbitration award shall be based on and accompanied by findings of fact and conclusions of law, shall be conclusive as to the facts so found and shall be confirmable by any court having jurisdiction over the Dispute, provided that such award, findings and conclusions are not in manifest disregard of applicable law. The arbitrator shall have no authority to make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

Each Party shall bear its own expenses, including, without limitation, expenses of counsel incident to any mediation or arbitration. The expenses of the arbitrator and the AAA shall be borne equally by the Purchaser, on one hand, and the Sellers, on the other hand. The arbitrator shall have the power and authority to award expenses to the prevailing Party if the arbitrator elects to do so.

In order for an arbitration award to be conclusive, binding and enforceable under this Agreement, the arbitration must follow the procedures set forth in the portions of this Agreement relating to such arbitration and any award of the arbitrator shall be in manifest disregard of applicable law. The obligation to mediate or arbitrate any Dispute shall be binding upon the successors and assigns of each Party.



We are Installation Masters.

What we do:

Installation Masters provides the full scope of design, engineering, installation and maintenance for:

- Presentation systems
- Distributed audio/visual systems
- Sound reinforcement
- Control systems
- Digital signage
- Ballrooms and meeting room systems
- Telepresence systems
- Lighting systems
- Rigging systems
- Network cabling
- Acoustic Treatment
- Sound Masking

Installation Masters is about higher standards.

Since the founding of our company, we have focused on quality of resources, a high level of service and strong management. Our company has built its reputation by responding to our Clients' needs and constantly developing innovative ways to provide effective solutions.

We improve efficiency.

Installation Masters employs technicians with a background in both event production and construction. The efficiency of methods used in event production are implemented in your installation, promoting a faster project completion time and keeps focus on safety, aesthetics and best practices.

We understand the technology.

In a world of constantly evolving technology, Installation Masters makes it a priority to understand and stay updated with new developments. With the background in event production, our technicians are constantly exposed to the latest in new equipment and their applications.

We care about our Clients and their success.

We listen to our Clients. Our goal is to complete the installation - with your end result as our roadmap - to make your vision a reality. We care about your project, recognizing that response time, quality equipment, meticulous standards, attention to detail and working quickly for solutions are all keys to a successful project.

We believe in relationships.

We work closely with our Clients on each project to see the installation through from concept to completion and beyond. We approach the relationship with personalized attention and continuing support.

Contact us at Sales@ShowMasters.com or 877-765-2267 for more information about our pursuit of excellence... and see how we are **Redefining The Standard.**

PERMANENT INSTALLATION BILLING RATES:

Effective December 26, 2015

INSTALLATION WORK CREW

Tech Assistant (*Truck unloader/unpack, equipment mover, cable puller, clean up, non-technical work*):
(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$40.00 /HR	\$60.00 /HR	\$80.00 /HR

Field Installer:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$45.00 /HR	\$67.50 /HR	\$90.00 /HR

Field Engineer:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$45.00 /HR	\$67.50 /HR	\$90.00 /HR

PROJECT LEADERSHIP

Point Person (*In lieu of an IM Project Manager, the highest ranked position is chosen as our Crew Management at no extra cost*):
(At Applicable Minimum)

Project Manager:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$60.00 /HR	\$90.00 /HR	\$120.00 /HR

RIGGING

Rigger:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$65.00 /HR	\$97.50 /HR	\$130.00 /HR

Rigger Specialist (*Extreme rigging, arena/stadium installation*):

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$70.00 /HR	\$105.00 /HR	\$140.00 /HR

Rigger Lead:

(5 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$70.00 /HR	\$105.00 /HR	\$140.00 /HR

PERMANENT INSTALLATION BILLING RATES:

Effective December 26, 2015

SERVICE & MAINTENANCE

Service Engineer:

(2 Hour Minimum)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$60.00 /HR	\$90.00 /HR	\$120.00 /HR

SPECIALISTS

Network Specialist:

(Billing guidelines determined on a job-to-job basis)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$95.00 /HR	\$142.50 /HR	\$190.00 /HR

DSP Programmer, Control System Programmer:

(Billing guidelines determined on a job-to-job basis)

REGULAR	OVERTIME	DOUBLETIME
1ST 10 HOURS	2ND 10 HOURS	THEREAFTER
\$150.00 /HR	\$225.00 /HR	\$300.00 /HR

(Call for rates & terms and ask about any other positions not listed above)

BASIC BILLING PRINCIPLES

See "Billing and Field Guidelines" for all details.

PERMANENT INSTALLATION BILLING AND FIELD GUIDELINES:

Effective December 26, 2015

DEFINITIONS:

Installation Masters: All references to "Installation Masters" refer to Installation Masters and its parent company, Show Masters Production Logistics, Inc.

Crew: All references to "crew" in these guidelines refer to persons supplied by Installation Masters.

Labor Call: All references to "labor call" in these guidelines refer to all labor booked within a single timeframe within an install that is billed on a single invoice.

Service Order: All references to "service order" in these guidelines refer to all labor booked and non-labor services sourced for an installation that is billed on a single invoice.

ORDERING SERVICE / CHANGES TO ORDER:

Original service order should be made as far in advance as possible and the Estimate and Contract must be signed and returned.

Original Service Order: Place original labor order with your Installation Masters Representative, Installation Masters Main Office: 877-765-2267, Fax: 817-887-4253, or Email: Orders@ShowMasters.com. The service order will be assigned to a Project Manager.

Updates, Changes To Original Service Order Before First Labor Call: Place pre-call changes to service order using the above contact information.

Last Minute On-site Changes To Call: Place all on-site changes to service order with on-site Installation Masters Crew Management.

Last Minute Orders: Orders for personnel placed within 24 hours of the first call may be billable on a 10 hour minimum for the entire job for every day of that position. This contingency is in place based on limitations to availability.

Installation Masters does its best to ensure crew continuity throughout a job. However, we are not always able to guarantee crew continuity after the original labor order has been altered, especially in cases of last-minute changes. In this event, we will indicate when this issue exists in critical crew positions.

Change To Order: All changes, additions or cancellations to scope of work requires approval by Client in writing prior to starting any work involving changes. Installation Masters' quotes are based on all available, provided and acquired information. Any additions or changes to the scope of the work beyond our prior knowledge, including but not limited to discoveries on the jobsite or information not previously disclosed by Client, will be presented as a Change To Order. Contact your Installation Masters Representative or the Installation Masters Main Office by phone and do not rely on fax or email.

Cancellations: Install orders must be cancelled no later than twelve (12) hours before that labor call is to begin. Failure to notify Installation Masters of cancellation will result in a charge for each cancelled position, based on each position's minimum. If a position for the entire job is cancelled within 12 hours before the start of the job, the first call of the job as it was ordered for that position will be billed. Cancellation of equipment already procured by Installation Masters will be handled on a case-by-case basis. Installation Masters reserves the right to invoice Client for all costs incurred as a result of an equipment cancellation.

Questions about billing should always be directed to the Main Office. On-site Crew Leadership may not have access to billing details.

GUIDELINES FOR INSTALLATIONS:

Site Survey: At least one site survey may be required by Installation Masters prior to quote and beginning of installation.

Approval On Scope Of Work: Full scope of work based on Installation Masters' site survey must be approved in writing by Client prior to final quote and before beginning of installation.

Liability For Flaws In Design: Installation Masters will do all possible to identify, report, and/or rectify design and specification flaws we find, but we cannot hold liable for undesired results attributable to flaws in any design from any party outside of Installation Masters.

Rigged Equipment Alteration: Alterations to mounting equipment or components used or involved in the suspending or rigging of equipment will not be done without written approval from manufacturer of equipment to be altered.

GUIDELINES FOR LABOR:

Guidelines stated within are established to protect the interests of the Clients and employees of Installation Masters in regard to safety, health, productivity, efficiency and the upholding of certain industry standards.

Please note that the prices listed on the Billing Rates sheet are for the payment terms stated and represent base regular time prices in their entirety. We do not impose an administrative percentage upon our rates, as our administrative costs are built in to our prices.

Minimums: Minimums are defined as a minimum charge of time for a labor call.

Specialists: Billing guidelines are determined on a job-to-job basis.

Service Engineers: Billed on a 2 hour minimum and are billable in 30 minute increments after 2 hours.

All remaining positions: Billed on a 5 hour minimum and are billable in 30 minute increments after 5 hours.

Overtime: Overtime is determined by multiplying the hourly rate listed in the Labor Service Estimate and Contract (attached as an appendix hereto) by 1.5.

Daily Overtime: Overtime for all positions is billed after 10 hours in a call in 30 minute increments. Paid but not worked hours are billed at regular time.

After Hours Overtime: Overtime will be charged for any and all work done between the hours of 7:00 P.M. and 6:00 A.M.

Forced Calls: (Turnaround Penalty) For purposes of Overtime, at least eight (8) hours must elapse from the end of a call to the next day's call for the call to be considered separate and not an extension of the first call. If less than eight (8) hours elapses between calls from one day to the next, the second call will be considered an extension of the first call for purposes of calculating overtime hours. This applies to all Installation Masters personnel.

Double Time: Double time is determined by multiplying the hourly rate stated in the Labor Service Estimate (attached as an appendix hereto) by 2.0. Labor calls exceeding 20 billable hours will be billed double time.

Designated National Holidays: All labor calls falling on New Year's Eve, New Year's Day, Easter Sunday, and Thanksgiving Day are designated holidays to be billed at Overtime rates up to 20 hours billable time. Christmas Day is billed at doubletime rates up to 20 hours billable time. All labor calls exceeding 20 billable hours will be billed double time. This above rule for designated national holidays applies to technicians as well.

FLSA Overtime: Any non-Specialist Installation Masters personnel working in excess of 40 regular time billable hours over the course of a calendar week (Sunday through Saturday) for a single job will be billed at Overtime rates.

PROPOSAL PAGE

PERMANENT INSTALLATION BILLING AND FIELD GUIDELINES:

Effective December 26, 2015

GUIDELINES / DESCRIPTIONS FOR PERSONNEL

Use of Personnel: Reassignment of personnel with differing billing rates requires approval from Installation Masters in writing signed by an Installation Masters Designated Representative. Foremost, it will be assessed if the individual is qualified for the new position.

Client Requested Personnel: Personnel requests by Client will be handled on a case by case basis.

Direct Hire of Personnel: Installation Masters invests a considerable amount of time, effort and training to develop and maintain our employees. Client agrees in good faith not to solicit, induce, or direct Installation Masters employees to work independently of Installation Masters.

Crew Management:

Point Person: In lieu of an Installation Masters Project Manager, the highest ranked position is chosen as our Crew Management at no extra cost to Client.

Project Manager: Oversees and coordinates all aspects of execution of project onsite.

Rigging: The following are guidelines involving rigging:

Lead Rigger: The lead of the rigging crew is responsible for making decisions in regard to rigging design and/or load capacity of a building structure. The requirement of the rigging crew to have a Lead Rigger is on a per job or per venue basis, with considerations including but not limited to unfamiliarity with a venue, rigging requirements at a venue, requirements of a Client, equipment Installation Masters provides, and extent of rigging/weight.

Rigger: In the air, responsible for safely assessing, making, and checking the attachment of any overhead, permanent or temporary, dynamic or static suspended loads to a building structure or representation of a building structure. On the ground, responsible for assisting in the assembly of attachments, the making of attachments, and the monitoring of the floor and all rigging details for the safety of all concerned on any and all job sites.

When Installation Masters personnel are responsible for the rigging, a minimum of two riggers is required, as the only person qualified to assist or backup a rigger is another rigger. At very least, this would be a rigger up and a rigger down.

These rigging guidelines are for the safety of all personnel, equipment, and facilities involved. Therefore, they are not negotiable for budgetary adjustments. The only exception to this policy is to be addressed prior to a job for an area use changeover or motor movement and is determined by the Installation Masters Lead Rigger only.

BREAKS:

Breaks: Crew Members are entitled to a 15 minute break every 2-3 hours of consecutive work. It is at the crew's collective option only to take this break or continue working.

Meal Breaks: Meal Breaks will be provided and are required after 5 hours. It is at the crew's collective option only to take a meal break or continue working. The crew may elect to complete the job without a meal break if there is little time required to finish. Any meal break of one hour or more will not be billed. Meal breaks of less than one hour are billed.

Delayed Meal Breaks/Overtime Charges: If a meal break is established to take place after 5 hours, and the meal break is delayed by the Client, charges of 1.5 times the current rate will apply until meal break is taken. In such a case, a Meal Penalty Agreement will be signed by both the Client and an Installation Masters representative.

Client-Provided Meals: Client-provided meals to Crew must be of nutritional value in a volume considered by the crew to be satisfactory within reasonable limits. If there is a vegetarian on the crew, arrangements should be made to accommodate a vegetarian diet. Otherwise, the vegetarian should be released for an Offsite Meal Break for one hour.

Offsite Meal Breaks: Offsite Meal Breaks must be one hour in duration (to allow time for travel) unless crew agrees to take a shorter meal break, which would be billed.

Water: If drinking water is not reasonably available to crew, (i.e. drinking fountains or other consumable water), it must be provided to crew members per OSHA Regulation 1926.51. If water is not provided, Installation Masters will provide water to the crew and Client will be billed. Coffee, tea, sodas, colas, or other carbonated beverages are not acceptable substitution for water.

GUIDELINES FOR TRAVEL:

Travel: Any job that requires crew members to travel to a job location exceeding 60 miles in distance from the local Installation Masters office in the market where the crew travel originates. Distance and travel time is assessed using Google Maps to maintain a consistent standard. Rates are listed per position on "Billing Rates" sheet.

Billing for Time:

Days of Travel only: Travel Time: 5 hour minimum.

Days of Work only: Work Time: 10 hour minimum.

'Dark' Days: First 2 Dark Days days per week at job location, but no travel or work: 5 hours.

Additional Dark Days per week after first 2: 10 hours.

Days of Travel and Work: Work Time + Travel Time: 10 hour minimum.

Overtime and Doubletime: Overtime and Doubletime will be applied as defined in "Guidelines For Rates" section, regardless of whether time is recorded for travel or work.

Per Diem: Per Diem is based on the current year's U.S. General Services Administration per diem standards. Per Diem is calculated per crew member on a daily basis.

Vehicle Use: Use of a vehicle for travel will be billed based on the current year's IRS Mileage Reimbursement Rate.

Flight and Lodging: All flight and/or lodging costs, less incidentals, are to be paid for by the Client unless other arrangements have been made. Incidentals include charges such as phone calls, pay-per-view movies, room service, etc. These costs may either be arranged by Installation Masters and billed to the Client or arranged by the Client directly. In the case the arrangements are handled by the Client directly, all travel arrangements are to be submitted to Installation Masters to distribute to crew.

PERMANENT INSTALLATION BILLING AND FIELD GUIDELINES:

Effective December 26, 2015

RECORDING AND RECEIVING APPROVAL FOR WORK DONE

Approval On Work Completed: Client representative must be physically present to inspect, approve and sign off on all work done or Installation Masters will not be held liable for work done that is not in accordance to Client's preferences, design or needs. Work done must be approved by Client in writing before crew's final departure from jobsite.

Crew Sign-In/Sign-Out: A sign-in/sign-out sheet, called a "Timesheet" will be provided for every work environment to record all work times, dates, and personnel involved. The original Timesheet will be used to produce the final invoice. At Client request, a copy of the Timesheet will be provided. We require the Client to sign each Timesheet to approve hours worked for billing purposes.

PAYMENT TERMS:

Terms Of Payment: Upon establishing a business relationship with Installation Masters, our default (preferred) terms of deposit plus paid in full upon receipt is presented. Our base billable rates are set based on the terms established. If our default terms are not acceptable, a rate schedule based on accepted terms will be established for our business relationship. In short, acceptance of our default terms gives our Clients the best rates. Payment made early does not affect established terms. Changes in established payment terms should be made in writing to Installation Masters. Terms can be renegotiated at any time to apply to future jobs, but changes to terms are unavailable to orders already accepted by Installation Masters. Late payments remain subject to additional past-due interest.

Payment in Full: Payment is to be made in full upon receipt of invoice, unless other arrangements have been made in writing prior to beginning of job.

Progressive Billing: For long term jobs of greater than one week, invoicing may be done on a weekly basis through the duration of the job.

Payments: Payments should be made out to: "Installation Masters".

Onsite to: **Installation Masters Crew Leadership Representative or Upper Management**
Postal Mailed to: **Installation Masters, P.O. Box 118108, Carrollton, Texas 75011-8108**
Overnighted to: **Installation Masters, 3960 Valez Drive, Carrollton, Texas 75007**
Wired payments: **Contact us at 877-765-2267 for details.**

Invoice Disputes: Disputes with the invoice must be made to Installation Masters' Main Office within 48 hours after receipt of invoice.

Past Due Invoices: (invoices unpaid beyond the agreed upon terms) are subject to an interest charge of 1½% interest (18% per annum) on the existing balance due. Interest, therefore, is compounded monthly until balance is paid.

Late Payment History: If a history of payments made late on established terms develops, either new terms that satisfy realistic payment timeliness will be established or Installation Masters will set terms of 100% deposit on all orders to be received at least two business days before the job begins (or travel begins, if applicable). If the Client historically exceeds their estimate of cost and is subject to a 100% deposit because of late payment history, a deposit percentage of larger than 100% may be assessed. Installation Masters reserves the right at any time to refuse business. Any outstanding past due invoices must be collected in full before accepting new orders. Any overpayment assessed will be refunded immediately after invoicing has been processed.

Returned Payments: Returned checks will be assessed a \$30 return fee.

INSURANCE:

Show Masters Production Logistics, Inc. maintains a general comprehensive liability policy with a limit of one million dollars (\$1,000,000.00) per occurrence with a two million dollar (\$2,000,000.00) general aggregate limit.

Show Masters Production Logistics, Inc. also maintains a hired/non-owned automotive liability policy with a limit of one million dollars (\$1,000,000.00) per occurrence.

Show Masters Production Logistics, Inc. also holds a workers compensation policy for its employees.

Proof of Insurance is available upon request.

Indemnification: All parties shall agree to indemnify and hold harmless any of the other parties and their respective present and future subsidiaries, partners, officers, directors, employees, shareholders, agents, successors and assigns, from and against, any and all losses, liabilities, damages, claims, demands, suits, and judgments, including without limitation, attorneys' fees and the costs of any legal action, arising solely out of: (i) any act or omission of the indemnifying party related to the performance of its duties pursuant to this agreement, (ii) the negligence or intentional misconduct of the indemnifying party, its officers, employees, or agents in connection with this agreement, and, (iii) any breach of this agreement by the indemnifying party and all costs incurred by any other party or related entity (including, but not limited to, attorneys' fees) as a result of any breach of this agreement or the enforcement of this agreement against the indemnifying party.

MISCELLANEOUS

Entire Agreement: This Agreement, including the exhibits and schedules hereto (which are incorporated by reference herein and constitute a part hereof) contains every obligation and understanding among the Parties relating to the subject matter hereof and merges all prior discussions, negotiations and agreements, if any, among them, and none of the Parties shall be bound by any conditions, definitions, understandings, warranties or representations other than as expressly provided or referred to herein.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.

Waiver and Amendment: Any representation, warranty, covenant, term or condition of this Agreement which may legally be waived, may be waived, or the time of performance thereof extended, at any time by the Party hereto entitled to the benefit thereof, and any term, condition or covenant hereof (including the period during which any condition is to be satisfied or any obligation performed) may be amended by the Parties hereto at any time. Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed by the appropriate Party or on its behalf by an officer authorized to execute waivers, extensions or amendments on its behalf. No waiver by any Party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such Party's rights under such provisions at any other time or a waiver of such Party's rights under any other provision of this Agreement. No failure by any Party hereto to take any action against any breach of this Agreement or default by another Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other Party.

No Third Party Beneficiaries: Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Severability: If any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

Headings: The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

PROPOSAL PAGE

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PERMANENT INSTALLATION BILLING AND FIELD GUIDELINES:

Effective December 26, 2015

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, regardless of the jurisdiction in which enforcement is sought, without reference to the choice of law principles thereof.

Venue; Jurisdiction: If, notwithstanding the provisions of the Arbitration/Mediation requirements of this document, any litigation is to be instituted regarding this Agreement, it shall be instituted in the state and federal courts located in Dallas County, Texas, and each Party irrevocably consents and submits to the personal jurisdiction of such courts in any such litigation, and waives any objection to the laying of venue in such courts. Service of process in any such litigation shall be effective as to any Party if given to such Party by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such Party as provided in this Agreement.

Further Assurances: The Parties shall deliver any and all other instruments or documents required to be delivered pursuant to, or necessary or proper in order to give effect to, all of the terms and provisions of this Agreement.

Mediation; Arbitration: All claims arising under this Agreement which the Parties are unable to settle shall be submitted for mediation by a mediator mutually acceptable to the Parties involved in such claim. It shall be a condition to the right of the Parties to commence an arbitration proceeding with respect to any claim that each Party shall have made a good faith effort to resolve the dispute through a mediation proceeding as provided in the preceding sentence. Any and all claims arising under this Agreement which the Parties are unable to settle by mutual agreement or mediation as provided above shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association as in force at the time ("AAA").

Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any Party under the terms of this Agreement that is not resolved by the mediation process set forth above ("Dispute") shall be resolved by mandatory and binding arbitration administered by the AAA pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statutes or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any Party hereunder or the enforceability of any of the terms of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Dallas County, Texas before a single arbitrator being a member of the State Bar of Texas for no less than ten (10) years and having recognized expertise in the field or fields of the matter(s) in dispute.

After first exhausting the mediation process set forth above, upon the request by written notice delivered in accordance the Agreement from any Party, whether made before or after the institution of any legal proceeding, but prior to the expiration of the statutory time period within which a Party must respond upon receipt of valid service of process in order to avoid a default judgment, any Dispute shall be resolved by mandatory and binding arbitration in accordance with the terms of this Agreement. Within ten (10) days after a Party's receipt of such notice, the Parties shall agree upon a qualified arbitrator. If the Parties cannot agree within such 10-day period, an arbitrator shall be appointed by the AAA. If a replacement arbitrator is necessary for any reason, such replacement arbitrator shall be appointed by the AAA.

All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Any attorney-client privilege and other protection against disclosure of privileged or confidential information including, without limitation, any protection afforded the work-product of any attorney, that could otherwise be claimed by any Party shall be available to, and may be claimed by, any such Party in any mediation or arbitration proceeding. No Party waives any attorney-client privilege or any other protection against disclosure of privileged or confidential information by reason of anything contained in, or done pursuant to, the mediation or arbitration provisions of this Agreement.

The arbitration shall be conducted and concluded as soon as reasonably practicable, based on a schedule established by the arbitrator. Any arbitration award shall be based on and accompanied by findings of fact and conclusions of law, shall be conclusive as to the facts so found and shall be confirmable by any court having jurisdiction over the Dispute, provided that such award, findings and conclusions are not in manifest disregard of applicable law. The arbitrator shall have no authority to make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

Each Party shall bear its own expenses, including, without limitation, expenses of counsel incident to any mediation or arbitration. The expenses of the arbitrator and the AAA shall be borne equally by the Purchaser, on one hand, and the Sellers, on the other hand. The arbitrator shall have the power and authority to award expenses to the prevailing Party if the arbitrator elects to do so.

In order for an arbitration award to be conclusive, binding and enforceable under this Agreement, the arbitration must follow the procedures set forth in the portions of this Agreement relating to such arbitration and any award or determination shall not be in manifest disregard of applicable law. The obligation to mediate or arbitrate any Dispute shall be binding upon the successors and assigns of each Party.