



STATEMENT OF WORK

THIS STATEMENT OF WORK is agreed to as of this 1st day of January 2023 by Fuse Events (“Consultant”) and the Downtown Chula Vista Association (“Company”) and is subject to the Professional Consulting Services Agreement executed between Consultant and Company.

1. Consultant Information

Consultant Name:
Fuse Events, LLC
2210 Columbia St,
San Diego, CA 92101

2. Company Information (CLIENT)

Client Name:
Downtown Chula Vista Association
353 Third Avenue
Chula Vista, CA 91910

3. Project Information

Event Management

Manage the pre-planning and onsite coordination of the Taste of 3rd, Lemon Festival and Amps and Ales. A partial list of responsibilities are listed below:

- Coordination with the Downtown Chula Vista Association
- Sponsor solicitation and management
- Exhibitor management
- Budget creation
- Marketing and promotion
- Planning and coordination of event logistics
- Ordering collateral
- Onsite support and staffing
- Manage post-event follow up and reporting
 - Final budget review
 - Create post event attendee surveys

4. Rates

Schedule of Payment description for each event:

Taste of 3rd

All event expenses and staff hours are paid first from ticket sales.

All profit beyond event expenses and staff hours to be divided between Fuse Events and the Downtown Chula Vista Association in a 50/50 split.

Amps and Ales

All event expenses and staff hours are paid first from ticket sales.

All profit beyond event expenses and staff hours to be divided between Fuse Events and the Downtown Chula Vista Association in a 50/50 split.

Lemon Festival

Fuse Events will charge a coordination fee for the overall planning for the Lemon Festival

Management Fee: \$25,000.00

Payment Schedule:

1st Payment: Upon Execution of Agreement - \$8,000.00

2nd Payment: June 1st, 2023 - \$8,000.00

3rd Payment: August 1st, 2023 - \$9,000.00

Event Expenses

All expenses will be invoiced prior to the event date. Detailed invoices with cost backups will be provided with each invoice.

5. Term

This agreement begins on January 1st, 2023.

This is an annual agreement that shall remain in effect until terminated by either Party upon Sixty (60) days prior written notice after the last event on the calendar year. Terms are agreed to as Net 30.

Additional events not listed on this agreement will be agreed upon by both parties and contracted with a separate event specific service agreement.

THIS AGREEMENT made this 1th day of January 2023, between, (CLIENT) Downtown Chula Vista Association, whose address is 353 3rd Avenue, Chula Vista, CA 91910 and **Fuse Events, LLC** (hereinafter FUSE) an Incorporated Company, whose address is 2210 Columbia St, San Diego, CA 92101. CLIENT and FUSE are hereinafter collectively referred to as the "Parties." This agreement contains proprietary information, which may not be reproduced or disclosed by CLIENT except to representatives, attorneys, and accountants of CLIENT. It will be binding when signed by authorized representatives of both parties. **Any alterations to this agreement are considered void until initialed by both parties.**

1. Acceptance of this agreement, as signified by signature below, authorizes FUSE to produce the event described in the foregoing pages of this document and any addenda hereto.
2. CLIENT shall indemnify and hold FUSE, its owners, employees, shareholders, officers, directors, and agents harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs, expenses, and attorneys' fees, of whatever nature, (collectively, "Claims"), arising as a result of the acts or omissions of CLIENT or its agents, or arising from CLIENT's use of the contracted services or items, unless such claims arise out of FUSE's intentionally negligent acts or omissions in performing its obligations under this agreement. In the event of termination of this agreement, this Section 4 shall remain in full force and effect.
3. CLIENT acknowledges and agrees that upon termination of this Agreement, all products, programs, documents and other materials belonging to FUSE and all copies thereof and any documents or tangible work products produced by FUSE shall be and remain the property of FUSE and shall not be utilized by CLIENT or disclosed to any third party without prior written consent of FUSE.
4. CLIENT shall comply with any and all regulations, ordinances, directives, and rules imposed by any controlling Federal, State, and local governments regarding the services to be provided by FUSE, including any permits that may be required, such compliance to be at CLIENT'S sole cost and expense. Failure to comply with this paragraph shall be a material breach of this Agreement and FUSE shall have the right to immediately terminate this Agreement.

FEES AND PAYMENTS

5. If for any reason whatsoever payment is not timely submitted to FUSE for its services in accordance with this Agreement, it will be considered a material breach of this Agreement and FUSE SHALL HAVE THE

RIGHT TO IMMEDIATELY TERMINATE THIS AGREEMENT AND ENFORCE ITS RIGHTS HEREUNDER. Final Balance

6. Method of Payment - Payment is to be made in US Dollars by check drawn on a United States bank or by wire transfer. Prices quoted throughout this contract and in Attachment A (Deposit Invoice) reflect a 5% cash discount for payment made by check or wire transfer. If payment is not made by check or wire transfer, the discount shall be rescinded. These charges will be reflected in the final invoice.
7. Past Due - Final payment is due 10 days after date of final invoice. A 1.5% service charge on balance per month will be added. Additionally, should any additional charges or costs be accrued with any contracting party because of a delay in payment by Client, Client will be responsible for such amounts.

CANCELLATION OR INABILITY TO PERFORM BY FUSE

8. FUSE will make every effort to conduct the program as described, however, reserves the right to make adjustments to programs without affecting their material nature or overall quality. Should situations beyond the control of FUSE make changes necessary, FUSE will work with CLIENT on any such changes. FUSE reserves the right to make equitable substitutions when necessary. Additionally, FUSE will not be liable for any delays in performance due to causes beyond its control, including acts of third-party suppliers or any COVID 19 related issues.
9. In the event FUSE breaches its obligations under this agreement for any reason other than as defined in Force Majeure SECTION 10, then FUSE shall return to CLIENT its payments in full (for complete nonperformance) or the full amount paid for that (or those) service(s) not provided (for partial nonperformance). In no event shall FUSE be liable for incidental or consequential damages sustained by CLIENT arising out of any claimed breach of this agreement. FUSE makes no warranties, expressed or implied.

FORCE MAJEURE/TERMINATION/EXCUSE OF PERFORMANCE

10. Either party may terminate its performance obligations without liability to the extent its performance is affected by acts or occurrences beyond its control that makes it impossible to hold the event or for FUSE to provide the services specified herein. The acts or occurrences that trigger the right of either party to terminate this Agreement under the terms of this section include, but are not limited to: acts of God, COVID 19, war, government regulation (including governmental advisories, quarantines and curfews), natural disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participants' health or safety (as determined by both parties), or affecting a party's performance. This Agreement may be terminated without liability for any one of such reasons by written notice from one party to the other within ten (10) days from the Force Majeure act or occurrence. If the Program is scheduled for less than ten (10) days from the Force Majeure event, notice must be received in writing within twenty-four (24) hours of the Force Majeure event. Should this Agreement be terminated according to the terms in this Section, FUSE will return to Client any payments previously paid by Client to FUSE, less all of the following amounts which FUSE shall be entitled to retain: any non-recoverable and other out-of-pocket costs FUSE has paid or is obligated to pay to FUSE's vendors, suppliers and subcontractors, and any costs (including labor) for which FUSE has otherwise incurred an obligation to pay, as of the time of the Force Majeure Termination, so long as such direct and / or indirect costs are supported by reasonable documentation. FUSE shall additionally not be liable for delays due to causes beyond its reasonable control.

ARBITRATION AND CONTROLLING LAW

11. This Agreement shall be governed by the laws of the state of California (other than that state’s principles regarding conflicts of laws). The Parties agree that any and all disputes and causes of action arising out of or connected with this Agreement shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association (“AAA”) and held at the AAA regional office in San Diego, California. The Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration. Judgment upon such arbitration award may be entered in any court having jurisdiction. Each Party shall be responsible for paying his/her or its respective costs of the arbitration, including without limitation any fees imposed by the AAA and/or the chosen arbitrator. The prevailing Party will be entitled to reasonable attorney’s fees and costs in addition to any other relief awarded.

GENERAL PROVISIONS

- 12. During the term of this Agreement and for 12 months thereafter, CLIENT shall not, without written consent of FUSE, solicit any employee of FUSE with whom CLIENT has had contact in connection with the relationship arising under this Agreement for hire or employment of any nature.
- 13. This Agreement shall not be assigned by CLIENT without prior written consent of FUSE and any attempt by CLIENT to assign any of its rights, duties, or obligations which arise under this Agreement without such consent shall be void.
- 14. The undersigned acknowledge and agree he/she has the authority to execute this document on behalf of the organization listed, and the language stated above accurately reflects the understanding of both parties.
- 15. This agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. All prior agreements or representations of the parties, written and oral, shall be null and void and of no effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Statement of Work to be effective as of the date first written above.

Downtown Chula Vista Association

Fuse Events, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____