

Service Agreement

THIS SERVICE AGREEMENT dated this _____ day of _____, 200____
BETWEEN

AND

BACKGROUND -

- A. The Customer is of the opinion that the Service Provider has the necessary qualification, experience and abilities to provide services in connection with the business of the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which considerations is hereby acknowledged, the parties to this Agreement as follows;

Engagement

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of providing an outside Rodeo arena camping area, entertainment including a Band and an MC (Ron Picou), security, port-a-potties, electricity, walkie-talkies, \$100.00 for the Wet t-shirt contest, and such other services as the Customer and the Service Provider may agree upon from time to time (The "Services") and the Service Provider hereby agree to provide the Services to the Customer. All gate proceeds and profits from raffle tickets will go to the Customer.

Terms of Agreement

2. The terms of this Agreement will begin on the date of the Agreement and will remain in full force and effect until September 12 2004 with said terms being capable of extension by mutual written Agreement by the parties.

Performance

3. Both parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

Compensation

4. For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation in the amount of \$50 per gate admittance to help pay for entertainment. Compensation will be payable upon the completion of the Services. The Customer is entitled to deduct from the Service Providers compensation any applicable deductions and remittances as required by law.

Additional Compensation

5. The Service Provider acknowledges that compensation as provided for in the Agreement constitutes full monetary compensation for the Services performed. Accordingly, there will be no additional compensation.

Expenses

6. The Service Provider will be reimbursed for the following expenses incurred by the Service Provider in connection with providing the services hereunder; half the cost of the Colored Flyers. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Provision of Amenities

7. The Customer agrees to provide, for the use of the Service Provider, the following amenities: Insurance and Release form waivers.

Assignment

8. The Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without prior written consent of the customer.

Capacity/Independent Contractor

9. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification of Agreement

10. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing, signed by each party or an authorized representative of each party.

Time of the Essence

11. Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

Severability

12. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Currency

13. Unless otherwise provided for all monetary amounts referred to herein will be paid in US dollars.

Governing Law

14. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and governed, to the exclusion of the law of any other forum, by the Laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, **the parties** have duly executed this **service** agreement this _____ day of _____,

Per: _____

Per: _____

Per: _____