

Situation Agreement

This Situation Agreement, dated ____/____/____ (the "Effective Date") is made by and between _____ (the "Client") and _____ (the "Proser").

WHEREAS, Presenter conducts the Situation known as _____ held from the time ____:____ on the day ____/____/____ (the "Initiation") to the time ____:____ on the day ____/____/____

(The "Termination") at _____ with an address of _____ (the "Location").

WHEREAS, Client and Proser agree to the following as well as a completed and signed Terms of Situation form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Proser agree as follows:

1. INITIATION AND TERMINATION

Proser agrees to attend the Situation. Refusal of Proser to attend the Situation permanently voids the Situation Agreement.

Proser agrees to take all responsibility for their conduct at the Situation and does not hold the Client liable for any damages, injury, or death that result from the Situation.

Client and Proser agree that no matter of liability is agreed upon with any PROSER CORPORATED document/media.

Client agrees to not attend the Situation. Attendance of the Situation by the Client permanently voids the Situation Agreement.

Client and Proser agree that the Situation Agreement is void until the Termination, when the Verification Signature is provided by the Client.

Providing the Verification Signature before the Termination permanently voids the Situation Agreement.

2. CONSENT, SAFETY, AND FORCE MAJEURE

Client agrees to disclose as much information to the Proser as possible in [section???] of the

Terms of Situation form. Client agrees to make explicit in the Terms of Situation form any reasonable threats to Proser's physical and mental health and safety in the Situation.

Client and Proser agree that neither will be held liable for factors beyond the Client's reasonable knowledge and control, including, without limitation, acts of God, acts of terrorism, acts of government, fire or other casualty.

Proser agrees that Client cannot be held liable for any injury, physical or psychological, that the Proser sustains due to factors beyond the Client's reasonable knowledge and control that were not specified in the Terms of Agreement.

3. EXECUTION OF THE SITUATION AND VERIFICATION SIGNATURE

Proser and Client agree that attendance by the Client of the situation by any means, including but not limited to presence in the Location by body or any media other than the Work (as defined in the Terms of Situation form), voids the Situation Agreement and the Verification Signature.

Proser agrees that Client determines (by the Verification Signature) whether or not the Situation was executed properly, thus validating the Situation Agreement.

Client agrees that comprehensive and specific adherence to the Terms of Agreement (below) by the Proser makes completion of the Verification Signature mandatory.

4. FEES

Client and Proser agree that no legal tender currency may be exchanged for the conditions, results, or processes of this agreement.

5. INSURANCE

Client and Proser agree that no insurance may be used for the conditions, results, or processes of this agreement.

6. INDEPENDENT CONTRACTORS

Both parties agree that the relationship established between Artist and Presenter is that of independent contractors and that neither party is an agent, partner, employee or franchisee of the other party. This Agreement shall not be construed as establishing, nor do the parties intend to establish by this Agreement, any partnership, agency or joint venture relationship.

7. LIMITED WARRANTY, DISCLAIMER

Client warrants that Proser will operate the Situation in accordance with industry standards for safety and quality, and that the Situation will be free from harmful factors that the Client is or is expected to be aware of.

8. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreement relating thereto. No modification or

waiver of any provision of this Agreement will be effective unless it is in writing and signed by the parties.

9. APPLICABLE LAWS; JURISDICTION

This Agreement will be interpreted according to the laws of the State of _____, without regard to its principles governing conflicts of law, and exclusive venue for any dispute, claim, cause of action or litigation hereunder shall be in _____ County, _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PRE-SITUATION SIGNATURE

PROSER By:

X-----
Name: _____ Date: _____

CLIENT By:

X-----
Name: _____ Date: _____

VERIFICATION SIGNATURE

By signing below I state that Proser has operated the Situation to a satisfactory degree and is certified as a Proser.

CLIENT By:

X-----
Name: _____ Date: _____

TERMS OF SITUATION FORM

SITUATIONAL LOGISTICS:

SITUATION TIME FRAME

start:

finish:

SITUATION LOCATION:

initial location:

map clearly showing change in location:

destination

PROSER LOGSITICS:

Proser name:
Proser birthdate:
Additional factors:

PRE-SITUATION SIGNATURE

PROSER By:

X-----
Name: _____ Date: _____

CLIENT By:

X-----
Name: _____ Date: _____

VERIFICATION SIGNATURE

By signing below I state that Proser has operated the Situation to a satisfactory degree and is certified as a Proser.

CLIENT By:

X-----
Name: _____ Date: _____