

## Legendary Staffing, LLC. Master Service Agreement (MSA)

### Section 1: Scope of Services

Legendary Staffing (the "Agency") agrees to provide personnel ("Talent") as requested by the Client. The Agency remains the contractor of record for all Talent. The Agency shall ensure all Talent possess required Nevada-specific certifications (e.g., TAM, Sheriff's Card) where applicable.

### Section 2: Payment Terms (Net 30)

- **Invoicing:** Issued upon completion of the event.
- **Net 30:** Payment is due in full within 30 days of the invoice date.
- **Late Fees:** Past due balances accrue interest at 1.5% per month.
- **Credit Cards:** Subject to a 3.5% processing fee.

### Section 3: Cancellation & Force Majeure

- **7+ Days Notice:** No penalty.
- **3–7 Days Notice:** 50% of total estimated contract value.
- **Within 72 Hours:** 100% of total estimated contract value.
- **Force Majeure:** Neither party shall be liable for failure to perform due to "Acts of God," including venue closures, strikes, or government-mandated event cancellations.

### Section 4: Non-Solicitation (The "Buyout")

Client shall not directly or indirectly hire any Talent introduced by the Agency for twelve (12) months following an event. Direct hiring results in a placement fee of **\$5,000 per person** or 20% of the projected annual salary, whichever is higher.

### Section 5: Insurance & Indemnification

- **Liability:** Agency maintains General Liability and Professional Insurance.
- **Indemnification:** Client agrees to indemnify and hold the Agency harmless from any claims arising from the Client's negligence, exhibit equipment, or products.
- **Limitation of Liability:** In no event shall Agency's total liability shall not exceed the total amount paid by the Client for the specific event in question giving rise to the claim.

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Legendary Staffing, LLC.

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Date

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Client

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Date