

Ideabox Media Group, Inc.

## CONTRACT FOR SERVICES

This CONTRACT AGREEMENT ("Contract") is entered into this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

### 1. PARTIES

This Agreement is made and entered into by and between Ideabox Media Group, Inc., herein after referred to as "Ideabox" and Silverton Casino, LLC, herein after referred to as "customer."

Ideabox hereby covenants and agrees to perform the work as agreed by the parties at the home or business located at the following address: 3333 Blue Diamond Road, Las Vegas, NV 89139.

### 2. GENERAL PROVISIONS

The customer and Ideabox agree to proceed on the basis of trust, good faith, and fair dealings. Ideabox represents and warrants that it has the expertise to carry out the work (as hereinafter defined).

This Contract is solely for the benefit of the parties hereto. This Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The parties hereto agree to look solely to each other with respect to performance of the Contract. This Contract may be amended only by written instrument signed by both parties.

The following shall be the condition precedent to this Contract, Ideabox will furnish customer with a design and quote before commencement of the project. Costs and payments associated with this design and preliminary quote is detailed in paragraph number 4.

### 3. SCOPE OF WORK

Ideabox will furnish customer with design, installation, programming, sale and or dismantling of audio and control matrix system. All of the work is to be completed in a substantial and workman like manner according to the standards and practices for the sum stated in the final proposal\_\_\_\_\_.

Scope of work includes;

- Purchase and play list setup for a continuous 24 hour period with no repeating tracks. Tracks must be specified by customer (2) weeks prior to start date.
- Installation of (8) separate music only audio zones preloaded with the same content.
- Installation of up to (52) zone audio matrix zones. Any modification of current zone setup must be specified by customer (2) weeks prior to start date.
- Installation of control system and rack mount touch panel. IP configuration provided by client at time of installation.
- Installation of rack PC running audio matrix, play list and scheduling software. Customer is responsible for getting access from any addition computers via remote access on internal network.
- Programming of all audio matrix functions including DSP, volume limits, etc..
- Initial programming of scheduling functions as directed by customer at time of installation.
- Programming of control system to control source select, routing and volume via rack touch panel and up to (10) additional, compatible touch panels. New touch panel decision must be specified be customer (2) weeks prior to start date. Ideabox can provide these at an additional charge.

#### 4. TIMING

Work to commence on or before (date)\_\_\_\_\_.

Substantial Completion on or before (date)\_\_\_\_\_.

Full Completion on or before (date)\_\_\_\_\_.

All time limits stated in this Contract are of the essence. Notwithstanding the foregoing, any delay in Substantial Completion or Full Completion of the work (as the case may be) in accordance with the Contract documents will be considered an excusable delay if arising from causes beyond Ideabox's control and not reasonably foreseeable by Ideabox with the use of Ideabox's best professional efforts. Excusable delays include but are not limited to such events as labor disputes, unavailability of materials, delays in obtaining materials, fire, natural disaster, unfavorable weather conditions, delay in customer processing proposed changes, or delays in information provided by the customer.

#### 5. TERMS OF PAYMENT

A nonrefundable ten percent (10%) of Project Scope Estimate is due upon customer's decision to hire Ideabox. In the event the project scope estimate has been overly estimated, any remaining sum may be put towards any product purchase within thirty (30) days of initial deposit collection.

Upon receipt of Final Design, Final Estimate and Signing of foregoing Contract, customer shall pay Ideabox (a minimum) fifty percent (50%) of entire estimate. Any remaining deposit from home consult and Project Scope Estimate may be used as partial payment.

Upon project completion, customer shall pay the remaining pending balance.

Payments not made within 30 days of presentation of a bill for payment by Ideabox shall be deemed late and additional charge of 5% shall be added to the payment due. Customer shall be in default if any payment due is not paid within thirty (30) days of due date. Upon default Ideabox may stop all work and be entitled to recover the full amount due on under the Contract.

Control system (and all its components) is the sole property of Ideabox until the time final payment has been received, at which point possession of ownership is transferred to the customer and a final itemized invoice is provided to customer in person or by email.

## 6. CHANGES IN WORK

Any alterations or deviation from the agreed-upon specifications involving extra cost of equipment or labor will only be executed upon written orders of the same, and will become an extra charge over the sum mentioned in this Contract.

Any modifications to design will incur either a flat charge of one-hundred and fifty dollars (\$150) if modification and re-design will require less than two hours to complete. Any modification and re-design which will require more than two hours to complete, will be charged at an hourly basis of eighty dollars (\$80) per hour.

## 7. STANDARDS OF WORK

Prior to the commencement of installation, and at all times during project completion, customer shall provide and maintain a clear and accessible work area. This includes access to necessary equipment closets during project completion.

Upon request, Ideabox will remove and dispose of any debris and/or system shipping containers.

## 8. GURANTEES AND WARRANTIES

Ideabox shall not be considered in default if performance of its obligations hereunder is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond the reasonable control of Ideabox. Time of performance by Ideabox's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such occurrences.

Ideabox's "designed, sold, and installed systems" consist of systems which have been fully designed with all new components, cabling and accessories recommended, sold, and installed exclusively by or under the direction of Ideabox and its agents. Exceptions to this primarily include Cable or Satellite Company provided digital converter boxes (or other specific devices as noted at the time of this Agreement signing).

#### I. Product Warranty

Ideabox is responsible for defects in the product or equipment, parts or materials used in connection with the services provided by Ideabox. Only those products, equipment, parts or materials provided by Ideabox shall be warrantied for the period of (1) year from the date of project completion.

#### II. Extended Warranty

Ideabox offers an added protection plan. This extended warranty covers all products and installation in the final estimate for (3) years of additional coverage for a total of (4) years. Extended warranty must be purchased within thirty (30) days of the date of product delivery and cost is 10% of the entire estimate.

#### III. Installation Warranty

Ideabox warrants to customer only that the installation will be performed in a good and workmanlike manner in accordance with any installation requirements of the manufacturer for a period of twelve (12) months from the day of installation at no additional charge to customer.

Unless otherwise specified in writing, Ideabox designed, sold, and installed systems will be covered for a period of eighteen (18) months for service calls and Manufacturers warranty work at no cost.

Ideabox designed, sold, and installed systems qualify for loaner equipment within the eighteen (18) months period from project completion (when available, excluding display devices). Phone and email support will be provided at no additional charge during this time.

Unless otherwise specified in writing, systems installed by, but containing some or all equipment not purchased from Ideabox will have a twelve (12) months Installation Warranty period for trouble shooting via phone or email support only. If the issue to be troubleshot requires an on site service call AND is caused by non-Ideabox provided equipment, the on site service call will be billed at the standard one-hundred dollars (\$100) per hour rate.

## Loaner Equipment

Loaner equipment, when available, may be provided to ease client service issues. Loaner equipment requires a prepaid deposit (which may be used as a rental fee for clients who have non-Ideabox designed, sold, and installed systems).

Except as provided in this section, the service is provided "as is." Ideabox makes no other limited representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose. Ideabox expressly disclaims all other warranties.

## 9. DEFAULT BY CUSTOMER

In the event that (a) the customer does not perform its obligations under this Contract in accordance with the terms of this Contract and had not corrected the default within ten (10) days of written notice by Ideabox, or (b) the customer becomes bankrupt or makes a general assignment for the benefit of creditors, or if a receiver of the customer is appointed, or (c) if the work is stopped as a result of a court order, then Ideabox may cease work and treat the Contract as repudiated forthwith on the occurrence of such default. In such event, an accounting shall be made between Ideabox and the customer, and Ideabox shall be entitled to payment for such parts of the work as are completed at the time of the default.

## 10. DEFAULT BY IDEABOX

In the event that (a) Ideabox does not perform the work in accordance with the terms of this Contract and has not corrected the default within \_\_\_\_ days of written notice by customer, or (b) Ideabox becomes bankrupt or makes a general assignment for the benefits of its creditors, or if a receiver of the Contract is appointed, then Ideabox may finish the work in accordance with the plans and specifications as Ideabox may deem expedient, but without undue delay or expense. In such an event, Ideabox shall not be entitled to any further payment under this Contract, but upon completion of the work, an accounting shall be made between Ideabox and the customer. If the unpaid balance on the contract price shall exceed the expense of finishing the work, the customer shall pay Ideabox for such parts of the work as were payable or completed at the time of the default. However, if such expense shall exceed such unpaid balance, Ideabox shall pay the difference to customer.

## 11. NOTICE OF RIGHT TO CANCEL

Customer may cancel this transaction, without any penalty or obligation, within 24 hours from the signed below date.

Should customer cancel this transaction after the 24 hour grace period, and after product order has already been made by Ideabox, customer shall be reimbursed eighty percent (80%) of standard items cost.

## 12. EXPENSES

Ideabox shall receive reimbursement for travel and other expenses identified in advance of commencing work. Such expenses may include, but are not limited to, airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. All travel will be pre-approved by the customer, all meals and hotel stays will be at customer location.

To receive reimbursement of travel expenses, Ideabox will provide customer with breakdown of authorized expenses, identifying what was expended and when.

### 13. DAMAGE TO WORK

In the event work already performed is damaged by any cause beyond Ideabox's control, all work necessary to replace work already performed shall be considered additional work to be paid for by the customer as additional work.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEVADA.

THE UNDERSIGNED ACKNOWLEDGES THAT BEFORE SIGNING HE HAS READ, UNDERSTOOD, AND RECEIVED A COMPLETED LEGIBLE COPY OF THIS CONTRACT AND A LEGIBLE COPY OF EVERY OTHER DOCUMENT REFERENCED, AND AGREES TO BE BOUND BY ALL THE TERMS THEREOF.

RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_

MARK DAY OF IDEABOX

DATE

ACCEPTED BY \_\_\_\_\_

PRINT NAME

\_\_\_\_\_

SIGN NAME

DATE