



August 30<sup>th</sup>, 2022

JW Roth  
CEO/Owner  
Sunset Operations LLC., a wholly owned subsidiary of Notes Live  
719.505.0582  
jwroth@noteslive.vip

Re: Allied Universal Future Live Events Service:

Mr. Roth,

This letter will serve as a note of intent for Allied Universal Security Solutions to provide service for 'Notes Live' live events. This service will be provided given adequate notice and availability of personnel requested.

The initial term of this letter of agreement is for January 2023 through December 2025 and is based on short term services with a minimum of 6 hours of pay per officer per request at the below listed rates based on officer availability for any request:

On-Call/Event Services		
Officer	Hours	Hourly Bill Rate
Unarmed Security Officer	Minimum of 6hrs	\$TBD
Armed Security Officer	Minimum of 6hrs	\$TBD
Estimated Costs; this does not include holidays		

Sales or excise tax may be applicable to the rates, by law and will be billed in addition to the hourly rate. All assignments located more than thirty miles from the office of origin will be billed at \$0.50 per mile, round trip from point of origin. All assignments will be a minimum of 6 hours duration, for billing purposes. Should an assignment be scheduled and then cancelled with less than twenty-four hours' notice, six (6) hours will be billed per Officer assigned.

Allied Universal shall invoice the Client for services performed. Invoices are due and payable upon receipt. Payment not received by the 30th day after date of invoice will accrue interest on the unpaid balance at the rate of one and one-half (1.5%) percent per month or the maximum legal rate permissible in the State or Commonwealth in which the services are performed, whichever is highest. Client agrees to pay Allied Universal all collection costs including reasonable attorney's fees. If payment is not received in accordance with the terms hereof, Allied Universal will have the option to terminate services immediately.

The furnishing of the services provided for herein shall not be construed as a guarantee of protection against any or all contingencies or occurrences that may arise out of or be connected with the furnishing of such services.

This Agreement shall and can be terminated at any time by either party for any reason with written notice. Please indicate your acceptance of this Agreement by signing in the space provided below, retain the original and return the copy to this office. Thank you for placing your confidence in Allied Universal.

Sincerely,

Chris Burnett  
General Manager Allied Universal.

Agreed and Accepted by:

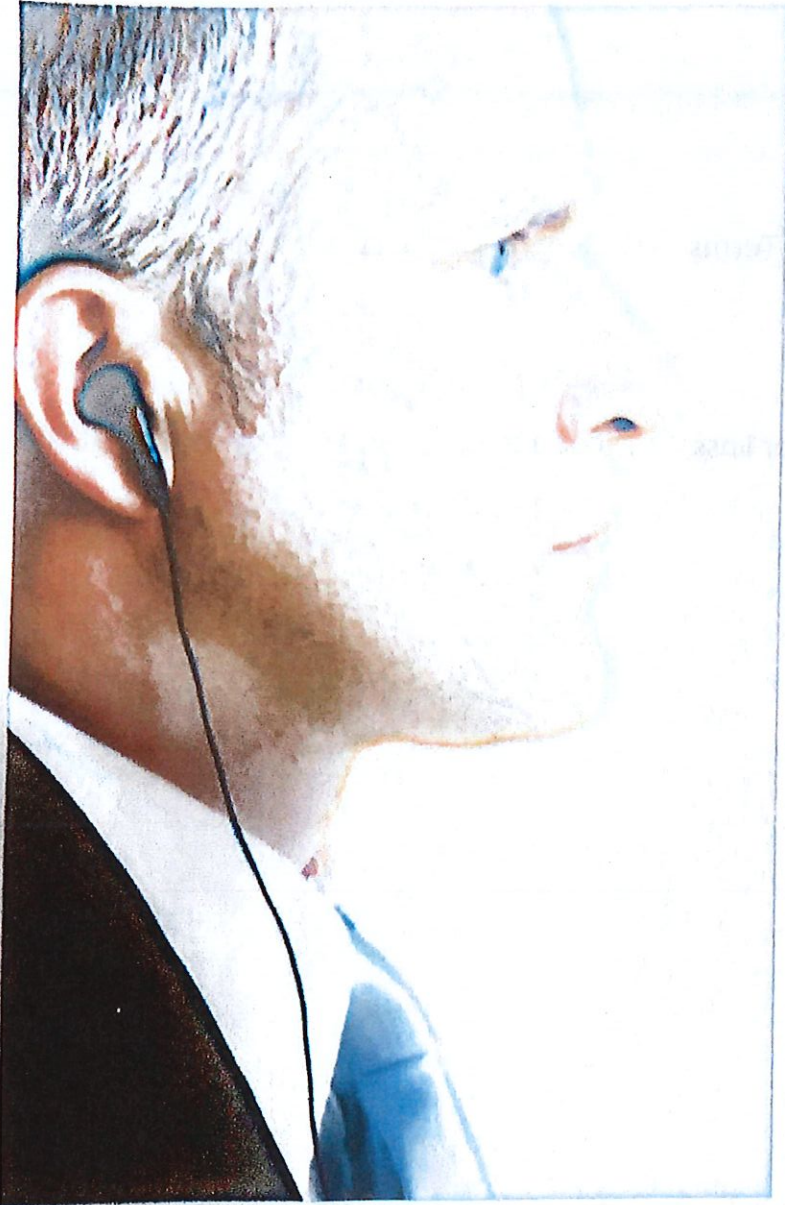
Accepted By:   
(Signature)

Date: 8/31/22

Accepted By: J.W. Roth  
(Printed)

Position: CEO

AGREEMENT  
FOR  
SECURITY  
SERVICES



**Rupp Investigations, LLC**

D/B/A Rupp Investigations & Security  
P.O. Box 25023  
Colorado Springs, CO. 80936  
Main: (800) 578-5132  
Fax: (888) 823-6482  
eric@ruppinvestigations.com

Effective Date: January 1, 2023

**Rupp  
Investigations  
& SECURITY**

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This Agreement for Professional Security Services (the "Agreement"), effective January 1, 2023, is by and between Rupp Investigations, LLC a Colorado limited liability company licensed by the City of Colorado Springs, as a Security Agency, with its principal office at 4368 Canteen Trail, Colorado Springs, Colorado 80922 (hereinafter "Rupp Investigations"), and Notes Live with its principal office at 1755 Telstar Drive, Suite 501, Colorado Springs, Colorado 80920. ("hereinafter Client").

WHEREAS, Client finds that Rupp Investigations is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that Rupp Investigations is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**1 SERVICES.**

**1.a Services to Client:** Rupp Investigations shall provide the following ("Services") to Client only: The protection of property, and persons inside the property, of the client within the established area(s) of The Sunset Amphitheater, as well as its supporting parking lots located at Bass Pro Shops, The Classical Academy, and any other lots associated with the event, not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached "Exhibit A". The terms "protection of property", shall in no way be construed to suggest that Rupp Investigations is responsible for incidents that occur, which upon acting in good faith, the Rupp Investigations security guard performs his or her duties as outlined in this contract and according to Rupp Investigations General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that Rupp Investigations is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. Rupp Investigations employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

The Client will provide Rupp Investigations with a minimum of 30 days notice as to how many guards they will require for an event, including for the supporting parking lots. With the notice, Rupp Investigations agrees to provide the number of guards requested.

Nothing shall be construed to suggest that Rupp Investigations, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

**1.b** The terms “protection of property” shall include the listed property in “Exhibit A”. The duties of the Rupp Investigations security guard regarding the protection of property include and are limited to:

1- Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client, so long as the property is located within the geographical area of the items listed in “Exhibit A”.

2- Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that Rupp Investigations, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

Rupp Investigations will provide security guards with the qualifications described in section 4 of this agreement.

## **2 PAYMENT AND INVOICING TERMS.**

**2.1 Payment for Services:** Rupp Investigations will be paid as follows:  
The client shall, upon receiving an invoice from Rupp Investigations, pursuant to section 2.3, make payments in the agreed manner by company check or credit card payable to Rupp Investigations, LLC. Such payment shall be **due in net 10 days** from the date of invoice.

**2.2** Rupp Investigations will bill the client at a rate of **\$25.00/hour for each guard requested**, as agreed by the client and Rupp Investigations. A minimum of 4 hours per guard per shift will be charged. In the case of a cancelled event prior to the event beginning, but with the guard on site, a minimum of 2 hours will be charged for each guard on site. In addition, a marked security vehicle may be requested for an additional **\$80/shift requested**.

### **2.3 INVOICING & LATE PAYMENT POLICY:**

**(1)** Invoices will be submitted monthly on the last day of each month by Rupp Investigations for payment by Client. Payment is **due net twenty (10) days** from the date of invoice. If your account has any unpaid invoices overdue by more than 20 days you will be notified and Rupp Investigations may opt to discontinue service as well as the addition of a 5% interest charge to the current invoice. Failure to pay any invoice within 30 days of the due date may result in account termination without further notice as well as the addition of a 5% interest charge to the current invoice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

## **3 CHANGES.**

Client may, with the approval of Rupp Investigations, issue written directions within the

general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or Rupp Investigations may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by Rupp Investigations in writing.

#### **4 STANDARD OF CARE.**

Rupp Investigations warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the City of Colorado Springs, have prior to appointment for employment at Rupp Investigations, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

#### **5 LIMITATION OF LIABILITY FOR LOSS.**

5.1 The parties acknowledge that Rupp Investigations has been retained to provide services to Client as a deterrent against loss and/or damage from criminal and/or other prohibited acts on or about the Protected Premises as well as protection of all people therein, and not as an insurer against all or any such loss or damage.

5.2 It is further acknowledged by the parties that the amounts payable to Rupp Investigations under this Agreement are based upon the value of the services rendered and are unrelated to the value of Client's property, both real and personal, or the property of third parties located in or about the Protected Premises. Client therefore acknowledges and agrees that Rupp Investigations is making no guarantee or warranty – either express or implied – that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises or people therein.

5.3 Client agrees that it will hold harmless and indemnify Rupp Investigations, its employees, officers, agents and assignees, against all losses and damages to the Protected Premises suffered by Client or any third party as the result of ordinary or gross negligence and/or any and all occurrences and/or conditions on or about the Protected Premises beyond Rupp Investigation's reasonable control.

#### **6 MISCELLANEOUS.**

6.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Rupp Investigations may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Rupp Investigations, in addition to any other rights and remedies available, Rupp Investigations may partially or totally suspend its performance while awaiting assurances, without any liability.

6.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor: Rupp Investigations is an independent contractor of Client.

6.5 Notices: Client shall give Rupp Investigations written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Rupp Investigations, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Rupp Investigations with respect hereto. If Client fails to give such notice to Rupp Investigations with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Rupp Investigations, LLC:

4368 Canteen Trail, Colorado Springs, Colorado 80922

If to Client:

1755 Telstar Drive, Suite 501, Colorado Springs, Colorado 80920

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment: The Agreement is not assignable or transferable by Client,

except as agreed by both parties in writing. This Agreement is not assignable or transferable by Rupp Investigations without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

**6.7 Disputes:** Rupp Investigations and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, Rupp Investigations and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless Rupp Investigations and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

**6.8 Section Headings:** Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**6.9 Representations; Counterparts:** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**6.10 Non-solicitation of Employees:** During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ Rupp Investigations personnel, without Rupp Investigations prior written consent.

**6.11 Governing Law and Construction:** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

**6.12 Entire Agreement; Survival:** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Rupp Investigations respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the client and agreement by Rupp Investigations. Such service or services shall be deemed to be consistent with the warranties established herein.

**6.13 Force Majeure:** Rupp Investigations shall not be responsible for delays or



failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

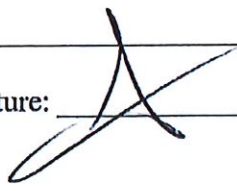
**6.14 Term & Termination:** This agreement shall remain in full force and effect for a period of no less than 1 year from the date listed, unless otherwise agreed by both parties in writing. Said contract will automatically renew if not cancelled in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of eight pages, plus Exhibit "A", having initialed at the bottom of each page, as of the day and year first above written.

Date: 9/30/22

[CLIENT]  
By: 

Title: CEO

Signature: 

[RUPP INVESTIGATIONS]  
By: Eric R. Rupp

Title: owner

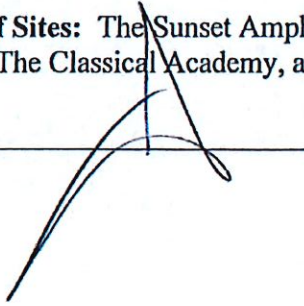
Signature: 

Exhibit "A"

**Geographical Area or responsibility:**

**Location of Sites:** The Sunset Amphitheater, as well as its supporting parking lots located at Bass Pro Shops, The Classical Academy, and any other lots associated with the event.

Client

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Rupp Investigations

A handwritten signature in black ink, appearing to be "E. J. Rupp", written over a horizontal line.