

## **PERSONAL SERVICES AGREEMENT**

### **MIDWAY PARTY RENTAL**

This Agreement is entered into as of August 10, 2007, between MIDWAY PARTY RENTAL and Brian Andren ("Contractor").

#### 1. Contractor's Obligations.

- a) Contractor agrees to provide and represents that his professional credentials are such that he can provide the following services:

Photography

- b) Contractor warrants that he shall at all times during the performance of this agreement, provide his best professional efforts and dress in professional attire.

- c) Contractor agrees to indemnify and hold Midway Party Rental harmless from any of Contractor's costs and liabilities arising out of the services performed under this agreement, including without limitation:

- Union dues or other expenses;
- Federal, State, or Local Taxes;
- Agents commissions or other expenses or obligations;
- Damages to Contractor's equipment or materials;
- Compensation for any lost or stolen equipment or materials;
- Workers compensation or other insurance; and
- Any expenses not approved by Midway Party Rental.

- d) Contractor shall turn over all photos taken to company representatives at end of shoot on August 10, 2007.

- e) Contractor shall grant Midway Party Rental and its representatives, employees, agents, and assigns, the irrevocable and unrestricted right to use, reproduce and publish photographs taken for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

#### 2. Midway Party Rental's Obligations.

- a) Midway Party Rental, in consideration of these services, agrees to pay Contractor \$25.00 Visa Gift Card to cover transportation expenses upon transfer of photos at end of shoot.

- b) Midway Party Rental shall grant Contractor, the irrevocable and unrestricted right to use, reproduce and publish photographs taken for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction.
- c) Midway Party Rental agrees to give Contractor credit for any photos used in 2007 Brochure, due out Sept, 2007.
- d) Midway Party Rental agrees to grant the Contractor rights to use Midway Party Rental name as resume reference upon prior review of photos used for such reference.

Default and Remedies.

- a) Any one of the following events shall be deemed to be an “Event of Default” hereunder.
  - 1) Failure by either party to perform as specifically described herein.
- b) Remedies. Upon the occurrence of an “Event of Default,” the non-defaulting party (1) shall have all the remedies afforded by law and in equity; and (2) shall have the right to terminate this Agreement.

4. Miscellaneous.

- a) Each party shall be responsible for its and its agents’ negligence, actions and omissions.
- b) Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- c) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.
- d) The laws of Minnesota shall govern this Agreement, and the Minnesota state courts shall have jurisdiction over its subject matter.
- f) Contractor’s work under this agreement is “work for hire” for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the Midway Party Rental.
- g) Independent Contractor. Contractor is an independent contractor and is not an employee of Midway Party Rental. Neither Contractor nor any personnel of Contractor will for any purpose be considered employees or agents of

Midway Party Rental. Contractor assumes full responsibility for the actions of Contractor's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

- h) The individual signing below on behalf of Contractor hereby represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Contractor and that this Agreement is binding upon Contractor in accordance with its terms.

MIDWAY PARTY RENTAL  
2110 Gilbert Ave.  
St. Paul, MN 55104  
651-644-0005

Brian Andren (CONTRACTOR)  
510 Hoyt Ave E. Apt 10  
St. Paul, MN 55130

Authorized Representative

Print

---

Sign

---

Print

---

Sign

---