

GUESTLIST SERVICES AGREEMENT - page 1

Please read, fill out the following agreement, and submit. You will receive a copy via email upon submission.

Opening Contract, Date, and Client Introduction

This Contract for Services is made effective as of dated time stamp submission, by and between ("Client") of

("Client") Company Name: _____

("Client") Address:

Street Address: _____

Address Line 2: _____

City: _____

State / Province / Region: _____

Postal / Zip Code: _____

Country: _____

("Client") Email: _____

Contract Terms and Conditions

, and MultiTalent Management Incorporated DBA NightClub NightLife ("NightClub NightLife") of 1430 Truxtun Ave. 5th Floor, Bakersfield, California 93301.

1. DESCRIPTION OF SERVICES. Beginning on dated time stamp submission, NightClub NightLife will provide to Client the following services (collectively, the "Services"):

NightClubNightLife.com will register guests using an online guestlist for client where online guests can signup individually by providing their full name and phone number, which upon online submission will be emailed to client as a guest to be added onto the client's guestlist for entry into their venue.

2. PAYMENT. Payment shall be made to MultiTalent Management Incorporated, PO Box 2189, Santa Barbara, California 93120. Client agrees to pay in installment payments of \$100.00 per month.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 12 percent per year, or the maximum percentage allowed under applicable California laws, whichever is less.

Mail to:

MultiTalent Management Incorporated, ATTN: NightClub NightLife
PO Box 2189, Santa Barbara, CA 93120
888-550-4744 phone / fax

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Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, NightClub NightLife has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payment must be made online via PayPal at <http://www.nightclubnightlife.com/paypal.html>

3. TERM. This Contract may be terminated by either party upon 30 days prior written notice to the other party. An email notice by one party will suffice.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by NightClub NightLife in connection with the Services will be the exclusive property of NightClub NightLife. Upon request, Client will execute all documents necessary to confirm or perfect the exclusive ownership of NightClub NightLife to the Work Product.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include,

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without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

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14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Client, and Rick Soto for MultiTalent Management Incorporated DBA NightClub NightLife, effective as of the date first above written.

What are you providing guests?

- : : free entry into venue
- : : walk to the front of the line
- : : free drinks
- : : bottle service
- : : table service

Authorized Signer for Client	Print Name	Date
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Rick Soto, Founder & CEO, NightClub NightLife	Date
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