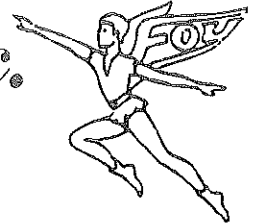




Foy Enterprises Inc.

Creators of Unique Mechanical Effects for the Theatrical Industry



Deborah Leh, Ed.D.
Wheatland-Chili Central School District
940 North Road
Scottsville, New York 14546

December 9, 2016

Re: Foy Theatre Flying Effects Service Agreement

Dear Dr. Leh:

This "Foy Theatre Flying Effects Service Agreement" (hereinafter "Agreement") is entered into between Foy Enterprises, Inc. ("Foy"), a lawful Nevada corporation, and Wheatland-Chili Central School District ("Wheatland-Chili"). Upon the execution of this Agreement by the authorized representatives of Foy and Wheatland-Chili (hereinafter the "Parties"), the following terms and conditions shall be binding upon the Parties, and become effective on the date Foy receives the executed copy and initial payment from Wheatland-Chili.

1. Production. Foy will provide and assist Wheatland-Chili with the creation of the flying effects and sequences for Wheatland-Chili's production of "Peter Pan" to be presented from March 22, 2017 to March 25, 2017, at the Wheatland-Chili Middle/High School in Scottsville, New York.

2. Flying Equipment ("Equipment"). The Equipment is described as follows:

One (1) single-wire compound Track on Track® or Ultra-Lift® track system; Three (3) Pendulum systems; Five (5) single-wire Flying Harnesses; Rigging Package.

3. Flying Services. Together with the Equipment, Foy will provide Flying Services through one (1) Flying Director from March 10, 2017 to March 12, 2017. During this time, the Flying Services will include the following: supervise the installation of the equipment, instruct Wheatland-Chili's cast and crew in its proper use, perform harness fittings, assist in staging the flying sequences, rehearse with the cast and crew, and instruct the crew on the proper strike and packaging of the equipment. Wheatland-Chili shall be responsible for providing the necessary and properly qualified cast (able to learn, retain and perform stage directions) and crew (able to learn, retain and perform stage technical cues requiring a modicum of physical coordination and the ability to lift a reasonable amount of weight).

4. Fees: Wheatland-Chili shall pay Foy Enterprises, Inc. \$2,915.00, plus expenses (to be invoiced at the end of the production), as set forth Paragraphs 6 & 7 of this Agreement, payable as follows:

\$1,650.00 upon signing this Agreement; and
\$1,315.00 due March 20, 2017



5. Additional Flying Director Services: Any additional service days required of Foy personnel will be invoiced at a rate of \$550.00 per working man day and \$275.00 per travel man day, plus expenses as set forth in Paragraphs 6 & 7 of this Agreement. All Flying Director days are based on a ten (10) hour workday. Days in excess of ten (10) hours shall be invoiced at a rate of \$82.50 per man per hour.

6. Transportation Expenses. In addition, Wheatland-Chili shall pay transportation expenses for the Flying Equipment and Flying Directors (round trip) between their home bases and Scottsville, New York. Equipment will arrive by March 9, 2017, and Wheatland-Chili agrees to return ship the Equipment by March 27, 2017. All transportation shall be by road at a rate of \$0.54/mile OR the current amount allowed by the IRS, plus tolls. All shipping will be by road via common carrier.

When the Equipment is ready to be return-shipped, Wheatland-Chili agrees to package the Equipment as instructed by the Flying Director. Foy agrees to set up return shipment on Wheatland-Chili's behalf.

7. Lodging and Per Diem Expenses. Wheatland-Chili agrees to pay hotel/motel expenses (room and tax only). Moreover, Wheatland-Chili shall pay the Flying Director's per diem meal and incidental allowance, currently in the sum of \$59.00/day (based upon U.S. General Services Administration standard allowances – Monroe County, New York).

Unless otherwise agreed, Wheatland-Chili agrees to arrange hotel/motel accommodations. All other arrangements shall be made by Foy Invenenterprises, Inc.

8. Restricted Reproduction Rights. The royalty fees in this Agreement are only for the use of the flying effects in the live performances and the rehearsals for said performances. Any other use, such as for recording or reproduction (live or taped) - with the exception of archival documentation for Wheatland-Chili's use (neither intended nor used for commercial broadcast) – is prohibited and must be negotiated under a separate written agreement.

9. No Conveyance of Ownership Rights. Nothing in this Agreement shall be construed as conveying ownership of the Flying Equipment. All Flying Equipment and harnesses supplied by Foy shall remain Foy's property and Foy retains both patent and proprietary rights in their design. Photographic, filmed or videotaped images of the actual mechanical equipment or flying harnesses is strictly prohibited without the express written consent of Foy. The intent of this provision is to protect the Foy's designs of the Flying Equipment and harness, and the component parts. However, this provision does not prohibit Wheatland-Chili from using images of the Flying Effects as set forth in Paragraph 8 of this Agreement.

10. Labor & Equipment to Install, Operate, and Strike. Wheatland-Chili agrees to provide the necessary and qualified labor (able to follow verbal directions, perform supervised tasks



related to the assembly of aluminum track components, working with standard hand tools, such as box wrenches and socket sets) to assist Foy's personnel in the installation of the Flying Equipment. Wheatland-Chili agrees to provide the necessary and qualified labor (able to learn, retain and perform stage technical cues requiring a modicum of physical coordination and the ability to lift a reasonable amount of weight) to operate the Flying Equipment for the show. Wheatland-Chili agrees to provide the necessary and qualified labor to dismantle and package the Flying Equipment at the end of the production. Wheatland-Chili shall provide a Flying Supervisor to oversee the technicians and operators. Wheatland-Chili shall make every effort to see to it that the same operators are present to run the equipment; the training of double cast and technicians may require additional days for Foy personnel during the rehearsal process. Additional days, if needed, shall fall under Paragraph 5 of this Agreement. Wheatland-Chili agrees to supply a genie lift, ladder or other form of access to the ceiling of the venue. Special structural elements required to support the Equipment (such as truss and additional chain motors) will be the responsibility of the client, if required.

11. Daily Maintenance: Wheatland-Chili agrees to inspect the equipment each and every day of performance in keeping with safe operational procedures, and to maintain the equipment as instructed by Foy. Foy agrees to train Wheatland-Chili's personnel in the standard daily inspection and maintenance of the systems.

12. Production Credit. Foy shall receive title page program credit reading: Flying by Foy in a box.

13. Insurance: Upon Wheatland-Chili's written request, Foy agrees to provide, free of charge for the term of the Agreement, Foy's standard certificate of insurance naming "Wheatland-Chili Central School District" and/or any other entities Wheatland-Chili may require as additional insured relative to the use of Foy's equipment and services.

Wheatland-Chili agrees to provide Foy with a list of additional insureds in the form that they are to appear on the certificate, and contact information necessary to forward the certificate to the appropriate parties.

14. Reciprocal Indemnification

a. Wheatland-Chili agrees to indemnify and hold harmless Foy, its employees, agents, officers, directors, and representatives from and against any and all damages, costs (including reasonable attorney's fees and costs), liability, claims, and demands, including claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken or out of the activities by Wheatland-Chili in the theatrical event known as "Peter Pan", except for claims arising through the negligence or willful misconduct of Foy, its agents, employees, and representatives.



b. Foy agrees to indemnify and hold harmless Wheatland-Chili, its employees, agents, officers, directors, and representatives from and against any and all damages, costs (including reasonable attorney's fees and costs), liability, claims, and demands, including claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken or out of the activities by Foy in the theatrical event known as "Peter Pan", except for claims arising through the negligence or willful misconduct of Wheatland-Chili, its agents, employees, and representatives.

15. Sole Ownership. Foy is the sole owner of the Equipment and rights granted to Wheatland-Chili hereunder, and the Equipment and rights are not subject to any prior agreement, lien or other claims or rights which may interfere with the rights herein granted.

16. Return of Equipment. Wheatland-Chili acknowledges that the Equipment is the sole property of Foy and therefore has no ownership interest in the Equipment. Moreover, upon the completion of this Agreement or if Wheatland-Chili materially breaches this Agreement, Foy shall have the exclusive right to the return of the Equipment. Wheatland-Chili shall reimburse Foy all reasonable attorney's fees and costs incurred regarding the retrieval of the Equipment, including seizure, court orders, equitable relief, and any other related judicial enforcements procedures.

17. Entire Agreement. This written Agreement, including any Exhibits, constitutes the entire Agreement between the Parties regarding the Production and supersedes all prior negotiations, agreements, proposals, statements, and understandings, whether written or verbal. Finally, this Agreement may be amended by a written document executed by the parties.



SIGNATURES OF AUTHORIZED REPRESENTATIVES
OF THE PARTIES

Dated: _____, 2016

Foy Inventerprises, Inc.

By: _____

Title: Vice President of Operations
Las Vegas, Nevada

Dated: _____, 2016

Wheatland-Chili Central School District

By: _____

Title: Superintendent of Schools
Scottsville, New York



Date	Invoice #
12/9/2016	0317010

Bill To			Ship To		
Wheatland-Chili Central School District Deborah Leh, Ed.D. 940 North Road Scottsville, NY 14546			Wheatland-Chili High School 940 North Road Scottsville, NY 14546		
P.O. No.	Due Date	Terms	Project		
	12/9/2016	Due Upon Rec...			
Quantity	Description		U/M	Rate	Amount
3	Royalty Fees for services provided in connection with: "Peter Pan" March 22 - 25, 2016 Contractual Agreement Payment #1 : Due upon receipt:			550.00	1,650.00
				Total	\$1,650.00



Foy Inventerprises Inc.

Creators of Unique Mechanical Effects for the Theatrical Industry



Invoice

3275 E. Patrick Lane
Las Vegas, NV 89120
Office (702) 454-3300 Fax (702) 454-7369

Date	Invoice #
12/9/2016	0317011

Bill To			Ship To		
Wheatland-Chili Central School District Deborah Leh, Ed.D. 940 North Road Scottsville, NY 14546			Wheatland-Chili High School 940 North Road Scottsville, NY 14546		
P.O. No.		Due Date	Terms	Project	
		3/20/2017			
Quantity	Description	U/M	Rate	Amount	
	Royalty Fees for services provided in connection with: "Peter Pan" March 22 - 25, 2016 Contractual Agreement Payment #2		1,315.00	1,315.00	
				Total	\$1,315.00