This agreement is voluntarily entered into by **VREscapeRoutes** (hereinafter referred to as “the Provider”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Client”) on this date, **\_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_.**

The Provider’s place of business is **30 Russell Rd, Auburn, CA, 95603** and the Client’s place of business is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

The Client hereby engages the Provider to provide services described herein under “Scope and Manner of Services.” The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under “Payment for Services Rendered.”

**Scope and Manner of Services**

* **VREscapeRoutes** will provide Virtual Reality Cameras and Mounts as required. All peripheral hardware will be provided by **VREscapeRoutes** as required. This includes cabling and battery charging equipment as necessary.
* **VREscapeRoutes** will maintain ownership of all Cameras, mounts, and peripheral hardware as described above.
* **VREscapeRoutes** will provide Software as required to enable downloads from Camera to Computer equipment as necessary.
* **VREscapeRoutes** will provide instruction and training necessary to ensure proper use of hardware and Software required to provide customers of the Client with a download of their experience in Virtual Reality format.
* **VREscapeRoutes** will provide Virtual Reality viewers for Sale by Client for a price agreed to in writing by Client and Provider.
* This agreement will remain in effect for a trial period of 90 calendar days commencing on \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_. After review the agreement will be extended in 6 month increments. If for any reason the agreement is terminated early, payment will be made by Client as agreed to in the Payment Schedule (Exhibit A).
* This is the entire agreement between **VREscapeRoutes** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any changes or additions will be in writing and signed by both parties.

**Payment for Services Rendered**

The Client shall pay the Provider for all rentals as agreed, according to the Payment Schedule (Exhibit A) attached, within **30** calendar days of the date of the download from the Provider.

Should the Client fail to pay the Provider the full amount specified within **30** calendar days of the invoice’s date, a late fee equal to **15% of the total due** shall be added to the amount due and shall accrue from the **30th** calendar day following the invoice date.

**Applicable Law**

This contract shall be governed by the laws of the State of California and any applicable Federal law.

**Signatures**

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Printed Name of Client or agent) (Printed Name of Provider or agent)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Signature of Client or agent) (Date) (Signature of Provider or agent) (Date)

**Exhibit A**

**Payment Schedule**

The following is the Payment Schedule as described in the Basic Agreement between **VREscapeRoutes** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment is to be based on a daily rental basis. The standard rental will be charged to the customer at a rate of $30 per day. This revenue will be collected by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at the time of rental. A security deposit of $100 will also be collected in the form of Cash or Credit Card.

 Payment to **VREscapeRoutes** will be as follows:

1. The gross revenue from the rental will be shared by **VREscapeRoutes** and the Client as follows –

$12.50 to Client.

$17.50 to **VREscapeRoutes** ($5.00 for SD card + $12.50 for rental)

1. The total cost ($30.00 Plus $100.00 security) of the rental will be collected by the Client at the time payment is collected for ski rental.
2. This payment will be collected or “rung up” in the POS as a separate line item. (Usually under a heading of Download or VRESC if custom Line item is allowed by POS). This payment will be made on the same day of each month.
3. First Payment to be made on \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ and on the \_\_\_\_\_ of each month to follow.
4. The initial term of this agreement will be for 90 days commencing on \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_. The following 6 month term will commence on the end date of the 90 day term.

**Exhibit A**

**Payment Schedule**

1. If equipment is lost or stolen - Client will pay VREscaperoutes $100.00 dollars per lost or stolen unit.
2. **VREscapeRoutes will verify the amount of payment each month by monitoring the number of rentals. If there is a discrepancy, payment will be based on the actual rental number as determined by an independent audit of the actual software. If there is a dispute it will be settled by mediation as allowed by California State Law.**

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_