



## STANDBY SERVICES PURCHASE ORDER

Customer: Moonshine Events, LLC c/o Crowd Rx, Inc
AMR Company: American Medical Response Northwest, LLC
Event or Events: What The Festival
Location: 78889 Dufur Valley Road Dufur, OR
Date of Event or Events (or see attached Schedule A): Thursday, June 15, 2017 through Monday, June 19, 2017
Start Time (or see attached Schedule A): June 15, 2017 1200
End Time (or see attached Schedule A): June 19, 2017 0900
Customer and AMR agree as follows: <ol style="list-style-type: none"><li>1. AMR will provide the medical standby services (“Services”) set forth below to Customer on these terms and conditions for the Event. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the medical transportation services industry.</li><li>2. Customer shall allow AMR to tour the Event area prior to the Event in order to determine the appropriate location for AMR personnel and vehicles to be positioned during the Event.</li><li>3. The Customer will pay AMR the amounts set forth below for the Services. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. Additional Services will be charged at the rates set forth below. Either party may terminate this agreement with forty-eight (48) hours written notice to the other party. Termination of this agreement shall not relieve Customer of any charges for Services already incurred or any applicable event cancellation fee (as set forth below) already incurred.</li><li>4. AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients requiring medical transportation, and any responsible third party payor, including workers’ compensation carriers, for medical transport that may result from the Services. AMR shall be solely entitled to all collections resulting from such billing.</li><li>5. AMR reserves the right to utilize its Event personnel and vehicles to respond to a disaster or catastrophe. The Customer will not be charged for any time that AMR resources are diverted to a disaster or catastrophe.</li><li>6. AMR represents that it has comprehensive automobile insurance, comprehensive general liability insurance and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers’ compensation insurance in the statutory required amounts.</li><li>7. Each party will indemnify and hold the other party harmless from and against any liability, claims or damages, including attorneys’ fees, resulting from or alleged to result from any negligence or willful or intentional misconduct of the indemnifying party.</li><li>8. Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-kickback Statute. AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR’s web site, located at: <a href="http://www.amr.net">www.amr.net</a>, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR’s compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit ineligible persons to order or provide services hereunder. This Agreement: (a) shall be interpreted and enforced in accordance with the laws of the state where the Event takes place; (b) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; and (c) may be amended only by written instrument executed by both parties.</li></ol>



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**MINIMUM CHARGES**

STANDBY SERVICES	QUANTITY	CHARGE
1 Dedicated ALS Ambulance (1 Paramedic and 1 EMT) (\$95/hour)	69 hours (appx)	\$ 6,555.00 (appx)
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$6,555.00 (appx)

Check the appropriate Event Cancellation Fee:

- If Customer cancels an Event after AMR dispatches its employees or ambulances to the Event, the Customer shall pay AMR a cancellation fee calculated by multiplying \_\_\_\_\_ hours by the applicable hourly rate for the Standby Services.
- If Customer cancels an Event less than five (5) days prior to the Date of Event, AMR shall be entitled to bill Customer a cancellation fee in the amount of 50% of the Minimum Charges above.

AMR:

CUSTOMER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name & Title: Randy Lauer – General Manager

Print Name & Title: \_\_\_\_\_

Tel: 503-736-3440

Tel: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_