

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (together with any SOWs, as defined below, executed in connection herewith, the "Agreement"), made as of this first day of August, 2014 (the "Effective Date"), is between Zootist Hospitality, LLC, a Montana limited liability company ("Zootist"), and the Empire Garage Owner's Association, a Montana mutual benefit corporation (the "Association").

RECITALS

A. The Association consists of 100% of the owners of units of the Empire Garage (the "Empire Garage"), a condominium created pursuant to the provisions of the Montana Unit Ownership Act and pursuant to the Declaration of Unit Ownership for the Empire Garage dated as of February 4th, 2013 (the "Declaration").

B. Pursuant to the Declaration and the Articles of Incorporation and Bylaws of the Association, the Association is obligated to perform certain maintenance, operations and other services in connection with the Empire Garage.

C. The Association wishes to hire Zootist to perform some of its obligations in connection with the Empire Garage and Zootist is willing to do so, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Provision of Services Pursuant to Statements of Work

Zootist shall provide, as an independent contractor and not as an agent of the Association, those services described in the attached statement of work signed by both Zootist and the Association. Zootist and the Association may bring other projects within the scope of this Agreement by executing additional statements of work (each such statement of work, including the initial statement of work, constituting a "SOW") from time to time. All subsequent SOWs must be signed by both Zootist and the Association and refer expressly to this Agreement to be effective.

2. Term; Termination

The initial term of this Agreement shall commence as of the Effective Date and continue until the three (3) year anniversary of the Effective Date. Thereafter, this Agreement shall automatically renew for additional renewal terms of one (1) year each unless either party delivers

written notice in accordance with Section 5 to the other party at least ninety (90) days before the end of the then-current initial term or any renewal term. The term and termination rights relating to each specific SOW shall be set forth in such SOW. If no term is set forth in such SOW its term shall begin on the effective date of such SOW and end on the day this Agreement terminates.

3. Compensation and Payment

As compensation for the services provided by Zootist hereunder, the Association shall pay to Zoot, without setoff, the fees set forth in each SOW. The Association shall also reimburse Zootist for all properly documented, pre-approved expenses incurred by Zootist in connection with the performance of services. Zootist will provide monthly invoices to the Association on or before the 15th day of each month, which will itemize the amounts owed for the prior month. The Association must pay each properly owed and payable invoice within thirty (30) days from the date of such invoice for all services provided during the previous month. All amounts due and not paid within thirty (30) days of the invoice date will be charged 0.83% percent monthly interest on the amount unpaid until such delinquent amounts are paid in full. In the event a SOW provides for pricing and payment terms specific to the services provided pursuant to such SOW, then the pricing and payment terms of the SOW shall govern.

4. Independent Contractor

Zootist's relationship to the Association in the performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Zootist's exclusive direction and control and shall be employees of Zootist and not employees of the Association. Zootist shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

5. Notices

Any notices or consents required or permitted under this Agreement shall be in writing, signed by an individual authorized to bind the party providing the notice or consent, and shall be deemed given if (i) delivered in person, (ii) sent by registered or certified mail, return receipt requested, with proper postage affixed, or (iii) sent by overnight mail service with confirmation of delivery. In the case of (i), notice shall be deemed effective upon delivery; in the case of (ii) and (iii), notice shall be deemed effective upon confirmation of receipt or delivery. Each party's notice address is as follows:

Empire Garage Owner's Association
210 N. 27th St.
Billings, MT 59101
Attn.: Brent Brooks

Zootist Hospitality, LLC
19 North Broadway
Billings, MT 59101
Attn.: Michael Nelson

- With a copy to -

Zootist Hospitality, LLC
555 Zoot Enterprises Lane
Bozeman, MT 59718
Attn.: Legal Department

6. Compliance with Laws

Each party shall, in their respective performance of this Agreement, fully comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. This Agreement is governed by the laws of the State of Montana. The parties agree to submit to the personal jurisdiction of the state and federal courts located in Yellowstone County, Montana, with respect to any action arising under or relating to this Agreement.

7. Insurance

During the term of this Agreement, Zootist agrees to maintain commercial general liability insurance with a single limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

8. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER ZOOTIST NOR ITS AFFILIATES MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, RELATING TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, AND ZOOTIST DISCLAIMS ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES OF COURSE OF DEALING OR USAGE OF TRADE).

9. Force Majeure

Neither party shall be liable to the other party or any other person for any default, damages, delay or failure to perform any provision of this Agreement, or any consequence thereof, brought about by any cause beyond such party's reasonable control, including, without limitation, fire; earthquake; flood; weather; an act of God; war; terrorism; labor disputes; utility curtailments; power failures; cable cuts; structural problems; mechanical failures; electronics failures; explosions; civil disturbances; vandalism; governmental actions or shortages of equipment or supplies; or the failure of the other party or any owner of any unit within the Empire Garage to timely or fully perform its obligations hereunder or under the Declarations or the Articles of Incorporation or Bylaws of the Association, as applicable.

10. Limitation of Liability; Exclusion of Damages

IN NO EVENT SHALL ZOOTIST'S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EXCEED IN THE AGGREGATE, THE AMOUNT COLLECTED BY ZOOTIST FOR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE ASSERTION OF THE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT, MAY BE BROUGHT BY THE ASSOCIATION MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL ZOOTIST OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE HEREUNDER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHETHER OR NOT SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE).

13. Miscellaneous

This Agreement, together with all SOWs executed in connection herewith, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior proposals, agreements, and representations between them, whether written or verbal. This Agreement may be modified only if agreed to in writing by both parties. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect. The waiver by either party of any breach or default of the Agreement, or the failure of any party to enforce any provision of the Agreement, shall not constitute a waiver of any other or subsequent breach or default of the same or any other provision of the Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

ZOOTIST HOSPITALITY, LLC

EMPIRE GARAGE OWNER'S ASSOCIATION

By: _____
Name: Michael Nelson
Title: President

By: _____
Name: _____
Title: _____