

Personal Appearance Agreement

THIS PERSONAL APPEARANCE AGREEMENT is made on _____, by and between _____, (the Sponsor), a Company, having its principal place of business at _____, _____, _____ and Kristie Holmes, (the Talent), an individual, with a principle place of residence at 8170 Gould Ave, Los Angeles California 90046, do hereby agree to the following:

Engagement and Schedule

The Sponsor hereby engages the Talent, and the Talent hereby accepts the engagement to appear as a Public Speaker at _____, on _____, starting at _____ until _____, and at the payment agreed upon by the parties.

Support Facilities and Services

At least two working days prior to the appearance the Sponsor shall insure that adequate support facilities are provided for the Talent and their equipment as follows:

Use of name and Image

The Sponsor shall be entitled to use the name and image of the Talent in connection with the appearance. Talent's name may not be used or associated either directly or indirectly, with any product or service without prior written consent. Any requests for interviews must be in writing.

Promotions

Both Sponsor and Talent shall be responsible for promotion of the Appearance and shall cooperate with each other in promoting the appearance.

Recording/Photography

No audio or video taping broadcasts, reproduction or distribution of any part of Talent's appearance unless prior written permission is granted by Talent or his/her representative.

Cancellation of Appearance

Sponsor is responsible to provide the agreed upon support facilities or personnel. In the event that the support facilities agreed upon are not provided, the Talent may cancel or abridge the appearance; however, the full agreed upon fee shall be paid. Sponsor is responsible to provide the agreed upon equipment. In the event that the agreed upon equipment and support are not provided, the Talent may cancel or abridge the appearance; however, the full agreed upon fee shall be paid.

Payment

The Sponsor shall pay to talent a total fee of \$5,000.00 for the appearance. This fee shall be due, in full, unless the event is canceled a minimum of 30 Days prior to its scheduled start. The appearance may be extended provided that the Talent agrees. For that, an additional fee of

\$995.00 per half-hour shall be due. The Talent may condition the extension of the appearance on prepayment.

Food

Food and beverage shall be complimentary to Talent during the event.

Transportation/Hotels

Most of this is usually addressed in the contract. The Sponsor must provide transportation, at no cost to the Talent, for all musicians, crew, equipment and personal luggage from the airport or train station to the hotel, to and from the venue and back to the airport or train station.

Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Force Majeure

Talent's obligations are subject to detention or prevention by sickness, inability to perform, accident, failure or delay of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond Talent's control. In the event of illness, strike, Act of proportionate amount of payment may be due for any appearance(s) which Talent may have rendered up to God, governmental regulation of other force major occurrence, Talent is unable or is prevented from performing the engagement any part thereof, Sponsor shall be obligated and liable to Talent for such proportionate amount of payment may be due for any appearance(s) which Talent may have rendered up to the time of the inability to perform by reason of such illness or force major occurrence.

Amendments

This Agreement may be amended by the parties only by a written agreement.

Governing Law

This Agreement will be governed by the laws of the State of California without giving effect to any conflicts of laws provisions.

Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

The parties undersigned acknowledge that they have read the above terms and conditions and agree that they will be adhered to in detail.

Signatories

This Agreement shall be executed on the behalf of _____ by
_____ and by Kristie Holmes

SPONSOR:

By _____, its _____ Date _____

TALENT:

Kristie Holmes Date _____