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CELEBRITY APPEARANCE AGREEMENT

State of Alabama

BACKGROUND

A. This Celebrity Appearance Agreement is made effective as of the following date: _____, by and between the following Party hiring the appearance (the "Client"):

_____
of
_____

and the following Party making the appearance (the "Talent"):

_____
of
_____

B. *WHEREAS*, the Client desires the Talent to perform or make an appearance at their event;

C. *WHEREAS*, the Talent is a professional entertainer.

NOW THEREFORE, in consideration of and as a condition of the Client hiring the Talent and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree to the following terms:

I. PERFORMANCE.

1. The appearance and entertainment to be provided by the Talent (the "Appearance") is described as the following:

_____

2. The Appearance will be at the following place (the "Venue") which is located at the following address:

_____

3. The Appearance shall consist of one event on the following date: _____ at the following time: _____.

II. EQUIPMENT.

4. The Talent will provide all equipment necessary, including any applicable sound and/or lighting systems, to satisfactorily perform at the Appearance.

5. The Talent warrants that all equipment is in good working order and fit for its purpose.

6. The Talent will designate any necessary representatives who will have authority in operating the equipment, including mixing and controlling all sound equipment, during the Appearance and during any relevant rehearsals.

III. PERFORMER EXPENSES.

7. The Client shall furnish at their sole cost and expense the ground transportation for the Talent for all needs related to the Appearance.

8. The Client shall provide at their sole cost and expense sufficient hotel accommodations for the Talent for the date of the performance.

9. The Client shall provide at their sole cost and expense airline tickets for the Talent to and from the Venue city.

10. The Client shall provide at their sole cost and expense satisfactory meals for the Talent for each day of the Appearance.

11. The Client shall provide at their sole cost and expense 2 complimentary tickets to the

Talent for each day of the Appearance.

12. The Client shall provide at their sole cost and expense any security necessary to take reasonable precautions for the safety of the Talent and the Talent's equipment during all aspects of the Appearance and at all times while the Talent and the Talent's equipment is on the Venue premises.

13. The Client shall cover the following items and accommodations at their sole cost and expense:

_____

IV. PAYMENT.

14. In full consideration for all services rendered by the Talent at the Appearance as described in this Agreement, the Client agrees to pay the Talent a fixed fee of **$2 (two US dollars)** (the "Fee").

15. The Client shall pay the Talent's fixed fee in the form of one lump sum payment, due upon completion of the services rendered to the Client by the Talent and the termination of this Agreement.

16. The Client will charge admission to the Appearance at a price of not less than **$2 (two US dollars)** per ticket in advance and **$2 (two US dollars)** per ticket at the door.

17. The Client shall pay to the Talent a deposit of **$2 (two US dollars)** (the "Deposit") by _____. If the Client fails to provide the Deposit promptly by _____, the Talent may cancel this Agreement without further obligation.

18. If and when agreeable to both the Client and the Talent, the time of the Appearance may be extended at the hourly overtime rate of **$2 (two US dollars)** per hour.

V. CANCELLATION.

19. The Talent reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to _____. In the event the Talent cancels the Appearance under the terms of this section, the Deposit will be returned to the Client promptly.

20. The Client reserves the right to cancel this Agreement without obligation upon

written notice to the Talent prior to _____. In the event of said cancellation, the Deposit will be returned promptly to the Client. Cancellation by the Client for any reason later than _____ will result in forfeit of the Deposit. Cancellation by the Client later than _____ will require payment of any outstanding balance of the full Fee to the Talent.

VI. NON-PERFORMANCE.

21. Those obligations of the Parties required to be met prior to the Appearance are conditions precedent which must be satisfied in full by the Parties before the Talent is required to perform and the Client is required to pay unless otherwise agreed to by all Parties in writing.

22. If a Party cancels or postpones the Appearance, or any show comprising the Appearance, without proper notice or fails to perform any other condition precedent as required by this Agreement then the Party will be in breach of this Agreement and the other Party will have no further obligations under this Agreement.

VII. SECURITY DEPOSIT.

23. The Talent is required to pay a security deposit of **$2 (two US dollars)** (the "Security Deposit") against any or all possible damage related to or arising from the Talent's negligence at the Appearance.

VIII. ADVERTISING.

24. The Client will be responsible for all promotion of the Appearance.

25. The Client agrees to use all reasonable efforts to promote the Appearance through appropriate media.

26. The Talent shall not be permitted to promote the Appearance in any way without the consent of the Client and will not be allowed to advertise or promote the Appearance through any means that is prohibited by any relevant statute or that could be construed as offensive by a reasonable person.

IX. USE OF NAME AND IMAGE.

27. The Client shall be entitled to use the name, image, and other likenesses of the Talent in connection with their Appearance.

28. The Talent shall provide the Client will all necessary and relevant promotional materials suitable for the Client's use in connection with this Appearance.

29. The Talent's name and image may not be used or associated, either directly or indirectly, with any product or service without the Talent's prior written consent.

30. The Client's right to use the Talent's name and likeness is limited to the period beginning with the execution of this Agreement and ending upon completion of the Appearance or termination or cancellation of this Agreement.

X. PHOTOGRAPHY/RECORDING.

31. No video or audion taping broadcasts, reproduction, or distribution of any part of Talent's appearance is granted without prior without their express prior written permission.

XI.

XII.

XIII. FORCE MAJEURE.

32. Neither Party will be held liable for any failure to perform their obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor strikes, inclement weather, pandemic, interruption or delay of transportation services, acts of God, or any other legitimate cause beyond the reasonable control of the Talent and the Client.

XIV. INDEMNIFICATION.

33. The Talent is responsible only for their own conduct. The Talent will be compensated

by the Client for any and all damage done to the Talent's equipment by the Client, their agents, or their guests. The Client indemnifies and holds harmless the Talent for any and all property damage or personal injury that results from or is related to the Appearance that is not directly caused by the Talent.

34. The Client warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Client, its employees, agents, or guests in relation to the Appearance.

XV. DEFAULT.

35. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either Party.

c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

d. The failure to make available or deliver the services in the time and manner provided for in this Agreement.

XVI. REMEDIES.

36. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

37. This notice shall describe with sufficient detail the nature of the default.

38. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XVII. ENTIRE AGREEMENT.

39. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

40. This Agreement supersedes any prior written or oral agreements between the Parties.

XVIII. SEVERABILITY.

41. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

42. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XIX. AMENDMENT.

43. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XX. GOVERNING LAW.

44. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XXI. NOTICE.

45. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXII. WAIVER OF CONTRACTUAL RIGHTS.

46. The failure of either Party to enforce any provision of this Agreement shall not be

construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXECUTION:

_____
_____, *Talent*

_____
Date

_____
_____, *Client*

_____
Date