

# julietfunt appearance agreement

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between TALKING ON PURPOSE, INC. ("TOP") and \_\_\_\_\_ ("Client").

## 1 ENGAGEMENT

Client engages TOP to furnish the services of Juliet Funt and TOP agrees to furnish the services of Juliet Funt for the following event:

Event: \_\_\_\_\_

Address of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_

## 2 COMPENSATION

Client shall pay TOP the sum of \$ \_\_\_\_\_ for the services to be provided at the Event, payable 50% deposit upon execution of this Agreement and the balance on the day of the Event. All payments are to be made to: Talking on Purpose Inc., 1518 South Genesee Ave., Los Angeles, CA 90019. This Agreement may be canceled by written notice at least 90 days prior to the Event. If Client cancels this Agreement less than 90 days prior to the Event, the deposit may be retained by TOP.

## 3 SERVICES

The content of the speech shall be within the sole discretion of Juliet Funt and all rights to such content and the presentation thereof shall be owned by TOP. Client will not record nor permit the recording of the presentation or any workshops conducted by TOP without the written consent of TOP. If TOP agrees to the recording of any of such content, the parties will agree in writing on revenue sharing and copyright ownership. Client assumes all responsibility for any liability to third parties resulting from the Event or the presentation. Client will provide TOP and Juliet Funt with liability insurance, as a named insured, under Client's insurance policy and will indemnify TOP and Juliet Funt and hold them harmless from and against any liability or claims made in connection with the Event or presentation. Juliet Funt will not do after-dinner speeches if alcohol is served unless she is acting as an MC.

## 4 MISCELLANEOUS

- (a) Neither party to this Agreement may assign this Agreement or any rights herein without the prior written consent of the other party, provided such assignment shall not relieve the assigning party of his duties and obligations herein provided.
- (b) Any claim or dispute arising under, in connection with, or out of this Agreement, or the breach thereof, shall be submitted to arbitration before one arbitrator, to be held under the rules and regulations of the American Arbitration Association. Any award shall provide for the payment of reasonable attorney's fees, costs and disbursements to the prevailing party. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered by the appropriate court of the forum having jurisdiction.
- (c) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California applicable to agreements executed, delivered and to be performed within such State.
- (d) This Agreement constitutes the entire understanding between the parties hereto and may not be modified except by a written instrument duly executed by the parties hereto or their assignees or authorized representatives.
- (e) Nothing herein contained shall constitute a partnership or joint venture between the parties hereto. No party shall act in any manner contrary to the terms of this paragraph and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.
- (f) No waiver by any party hereto of any breach of this Agreement by the other shall be deemed to be a waiver of any preceding or succeeding breach of the same term or any other breach of this Agreement. No delay on the part of a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power, or privilege. This agreement sets forth our entire agreement and any modification must be in writing signed by all parties. This agreement is binding on and shall inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns. The agreement will be governed by California law.

In witness whereof, the parties have duly executed this Agreement on the date first above written.

Client:

TOP

\_\_\_\_\_

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

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

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