

VIRTUAL PRESENTATION AGREEMENT

This Virtual Presentation Agreement (this “**Agreement**”) is entered into by and between JAIMIE L. DAVIS doing business as LOOPY TULIP DESIGNS (“**Jaimie**”) and the undersigned client (the “**Client**”).

The Client wishes to have Jaimie give the following lecture(s) and workshop(s) (the “**Presentations**”):

1. Lecture:

Date: _____ Time: _____ Time Zone:

Zoom Account: Guild's or Jaimie's (circle one)

2. Workshop:

Full-day (split in two) / Half-day (circle one)

Date(s): _____ Time: _____ Time Zone:

3. Workshop: _____

Full-day / Half-day (circle one)

Date(s): _____

Jaimie wishes to give the Presentations. Therefore, the parties agree as follows.

Retention of Jaimie. The Client hereby retains Jaimie to give the Presentations as they are described on Jaimie's website. Presentation lengths vary. Jaimie is an independent contractor and will furnish all materials, equipment, and supplies necessary for the Presentations, except as provided below.

Lecture Preparation.

- If Jaimie's Zoom account is being used for the lecture, at least 10 days before the lecture, Jaimie will provide Client with the invitation to the meeting and Client will forward it to their guild members.

During the presentation, Client will provide a moderator who will monitor all questions asked and present them to Jaimie to be answered upon completion of the lecture.

Workshop Preparation.

- At least 28 days before the workshop, Jaimie will provide Client with a link to the class kits section of the shopping page on Jaimie's website.
- At least 21 days before the workshop, Client will email that link to potential students.
- At least 15 days before the workshop, all students must purchase the kit for the workshop on Jaimie's website.
- 14 days before the workshop, Jaimie will send the class kits to the students.
- 5 days before the workshop, Jaimie will share a link to the Zoom meeting with students.

The number of students attending the workshop is 20. This limit may not be exceeded without Jaimie's written consent and payment of an extra fee of \$20 per student.

Workshops with 15 or more students require a moderator. If the Client provides the moderator, the moderator's attendance is free. If not, Jaimie will provide the moderator and a \$100 fee will be charged.

Payment of Fees.

Payment Schedule. Client will pay Jaimie the following amounts:

\$450 for each lecture

\$600 for each full-day workshop, **\$350** for each half-day workshop

\$50 if there are more than 100 attendees for a lecture and Jaimie's Zoom Account is being used

Payment Terms. Client will mail payment of the above sums to Jaimie within three (3) days after completion of the Presentation. Payment may be made by check or debit or credit card. If Client desires to pay with a card, Client will promptly notify Jaimie and Jaimie will send Client an invoice with a payment link. Client will reimburse Jaimie for any NSF charges.

Cancellations. Client may cancel or reschedule any Presentation up to sixty (60) days before the Presentation date at no cost. For cancellations or postponements with less than sixty (60) days' notice, Client will pay Jaimie half the lecture and workshop fees. If a technological failure interferes with a Presentation, Jaimie will do her best to reschedule the Presentation at a day and time acceptable to Client.

Changes. Jaimie reserves the right to make changes to Presentations at any time.

Revenue Sharing. Client will not be entitled to any portion of the revenue Jaimie earns by selling products to Presentation attendees.

Additional Guilds. Combined lectures with other guilds are encouraged. Each additional group will pay a fee of \$250 and sign this Agreement. Client will not limit, in time or place, Jaimie's right to give presentations to or for other companies, groups or individuals.

Publicity.

Advertising. The Client will include the names "Jaimie Davis" and "Loopy Tulip Designs," the name of the Presentation(s) as indicated above, and the website address "www.loopytulips.com" in all advertisements of any of the Presentations. Jaimie may refer to the Client as a client in Jaimie's advertising and other communications. Jaimie has the right to approve all Presentation marketing materials.

Copyright. Jaimie reserves all rights to reproduce the Presentation. Jaimie also reserves all rights under any copyright laws to which the Presentation may be subject. If Jaimie approves recording the Presentation, Client will ensure that the Presentation is not downloadable and is taken down not more than 30 days after the Presentation. Client may reproduce photos or brief excerpts of the Presentation for brochures, newsletters, or other media as produced and distributed by the Client. Any reproduced images used by the Client will include a credit line stating Jaimie's name and the title of the Presentation.

Indemnification. Each party will indemnify and hold harmless the other party from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties, but only to the extent that they arise out of, or result from, the negligence, errors, or omissions of the indemnifying party in the performance of this Agreement.

Oregon Law. This Agreement will be governed by the laws of the State of Oregon.

Disputes. Any dispute arising out of this Agreement will be resolved by mediation and, if mediation is not successful, by binding arbitration using the Arbitration Service of Portland. Venue will be in Clackamas County, Oregon. The prevailing party in any dispute will be entitled to recover its attorney fees and costs incurred to resolve the dispute. The Client will pay any costs Jaimie incurs to enforce payment of this Agreement.

Force Majeure. The performance of a party will be excused if there is a power or internet outage, natural disaster, military action, pandemic or other hazardous situation outside the control of that party that materially affects performance of that party's obligations under this Agreement.

Entire Agreement. No agreement or understanding, verbal or otherwise, of the parties hereto, their agents or representatives, will be valid or enforceable unless embodied in the provisions of this Agreement or an amendment hereof signed by both parties.

SIGNATURES:

LOOPY TULIP DESIGNS

Jaimie L. Davis Date

Email: jaimie@loopytulips.com

(503) 639-8638 (office) (503) 332-1785 (cell)

5159 Heron Dr.

West Linn, Oregon 97068

www.loopytulips.com

CLIENT:

Name: _____ Date

Email: _____

Telephone: _____

Contact 2 Name: _____

Contact 2 Email: _____

Contact 2 Telephone: _____