

IN PERSON PRESENTATION AGREEMENT

This 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: The History and Mystery of Baltimore Album Quilts

Date: 4/11/23

Time: 8:30am

2. Workshop: Baltimore Blooms

Full-day / Half-day (circle one)

Date: 4/12/23

Time: 9:00-3:30

3. Workshop:

Full-day / Half-day (circle one)

Date: _____

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.

Preparation. Jaimie and Client will provide the equipment and supplies described on Jaimie’s website. For lectures, Client will provide:

- Quilt rack to display quilts vertically;
- Projector
- Screen or wall for projection;
- Three tables (1 for projector and laptop, 2 for display); and
- Three-prong extension cord.

Client will also provide a backup projector bulb and anything else that could fail during the presentation. For workshops, Client will provide students with reminders to purchase and bring equipment, notions and fabric. For workshops using Jaimie’s patterns/kits, Students will pay Jaimie for the pattern/kit, in cash or check, at the beginning of the workshop. At least 72 hours before each workshop, Client will notify Jaimie of the number of students expected. The number of students attending a workshop is limited to 20. This limit may not be exceeded without Jaimie’s written consent and payment of an extra fee of \$20 per student.

Payment of Fees.

Payment Schedule. Client will pay Jaimie the following amounts:

\$450.00 for each lecture;

\$600.00 for each full-day workshop, **\$350.00** for each half-day workshop;

the cost of round-trip air or rail travel, plus ground transportation, parking and a rental car unless rides are provided. If travel is by car, then for each mile between Jaimie’s address and the Presentation location, Client will pay the standard IRS mileage rate, which is 58.5 cents per mile for 2022;

the cost of meals, when mealtime is during travel to or from or within one hour of the Presentation, at the rate of \$10 for breakfast, \$15 for lunch and \$20 for dinner, unless meals are provided;

the cost of lodging in a local hotel;

Jaimie will arrange for her own flights and confirm the price with the client prior to purchase. The Client may arrange for her hotel lodging at a Holiday Inn Express, Marriott, or equivalent hotel. Groups who are sharing Jaimie's travel expenses will be responsible for negotiating the division of travel expenses prior to her presentations.

Payment Terms. Client will pay Jaimie the above sums immediately upon completion of the Presentations. Payment may be made in cash or check. Client will reimburse Jaimie for any NSF charges.

Cancellations. Client may cancel or postpone any Presentation up to ninety (90) days before the Presentation date at no cost. For cancellations or postponements with less than ninety (90) days' notice, Client will pay half of the lecture and workshop fees and the entire cost of any travel tickets or lodging already booked.

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.

Presentation Damage. Client will clean, repair and restore to pre-damage condition or compensate Jaimie for damage or loss of any Presentation materials damaged by the Client or those attending the Presentations.

Limits on Venue. The 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.

Copies. Jaimie reserves all rights to graphically reproduce the Presentation. Jaimie also reserves all rights under any copyright laws to which the Presentation may be subject. The Client will ensure that no person records any portion of the Presentation; provided, however, that the Client may graphically reproduce photos or brief excerpts of the Presentation for brochures, newsletters, or other media as produced and distributed by the Client. Any graphically 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 natural disaster, military action, or other hazardous situation outside the control of that party that materially affects performance of that party's obligations under this Agreement.

