

WALKING WHILE BLACK

L.O.V.E. IS THE ANSWER

BRIDGING THE GAP BETWEEN PEACE OFFICERS AND THE REST OF THE COMMUNITY

WalkingWhileBlackTheMovie.com

PERSONAL APPEARANCE AGREEMENT

THIS PERSONAL APPEARANCE AGREEMENT is made on (Date) _____ between (Event Host) _____ whose principal place of business is _____, and (Talent) Eclipse Sports & Entertainment, a production company representing Talent, and having its principal place of business at 103 Strand St., Unit C, Santa Monica, CA 90405. Eclipse shall supply A.J. Ali (Director & Producer) as Talent for the event. The Event Host and Talent do hereby agree to the following:

Engagement and Schedule

The Event Host hereby engages the Talent, and the Talent hereby accepts the engagement to appear at a scheduled, planned and promoted screening of “**WALKING WHILE BLACK: L.O.V.E. Is The Answer.**” The date of this event has been agreed upon as _____, and the time has been likewise agreed to begin at _____, and not end later than _____ (max 4 1/2 hours window).

Duties

Talent will:

- a) Arrive no later than 30 minutes prior to the scheduled start of the screening, and will be available for a VIP meet and greet prior to the start of the screening.
- b) Be present in the theater at the immediate start of the film for acknowledgement.
- c) Participate in a Q&A panel of no more than three (3) participants including Talent, Moderator and one other guest, all of whom Talent reserves the right to approve. Event Host must supply bios of proposed moderator and guest (including social media and website links) to Eclipse no later than one (1) week prior to Event for review and approval prior to any advertisements going out with those additional names. Overly combative guests who seek to divide will be denied a role in the Q&A — kindly remember, this is a solutions-oriented film and movement and our objective is to facilitate discussion that moves us towards building closer relationships. People in the community, especially members of law enforcement, who are doing notable work in the area of reconciliation are strongly suggested for the Q&A panel. Q&A period to last no longer than one (1) hour.
- d) Be available for meet and greet with filmgoers after Q&A until end of 4 1/2 hour time commitment.

Equipment

- a) Film to be screened in a theater or theater-like setting that must be pre-approved by Talent.
- b) Sponsor agrees to provide stage lighting and sound equipment necessary to enhance the presentation of the Q&A.

Use of Name and Image

The Event Host shall be entitled to use the name and image of the Talent as well as the logo and other marks associated with the film. The name or image of the Talent may not be used or associated either directly or indirectly, with any product sale or service without prior written consent. Any requests for interviews associated with promotion of the event must be submitted and agreed upon in writing. Talent must approve all marketing materials.

Promotions and Event Expenses

- a) The Event Host is solely responsible for all operations and costs of their event and bears all responsibility for the planning, execution and liability of said event.
- b) The Event Host is solely responsible for promoting the event. The Talent does not assume any responsibility for participating in promotion and or publicity of the event other than that which is agreed to in writing.

Recording/Photography

- a) There may be no audio or video taping broadcast, reproduction or distribution of any part of the Talent's performance unless prior written permission is granted by the Talent or Talent representation.
- b) Because of the sensitive nature of the topic, Facebook Live and other live streaming is prohibited.
- c) Event Host must post signage stating that audio recording, video recording and live streaming is strictly prohibited.

Compensation

- a) The Event Host and Talent have agreed to a compensation amount of Ten Thousand and no/100 dollars (\$10,000.00). This amount does not include travel and lodging.
- b) Payment of a non-refundable deposit in the amount of \$1,500.00 is due at the time of signing agreement to secure the appearance. An additional non-refundable payment of \$3,500.00 is due no later than 10 business days prior to the date of the appearance. The balance of \$5,000.00 is due on the date of the event prior to the start of the event.
- c) There will be no FINAL CONFIRMATION of this agreement until the signed contract and initial deposit have been received by the Talent.
- d) Payment Methods:
 - a) PREFERRED: Wire Transfer or direct deposit to Talent's account. If this option is selected, account information will be provided.
 - b) Electronic payment may be made using a major credit or debit card via online payment systems.
 - c) Checks may be mailed using a trackable overnight service to Eclipse Sports & Entertainment, 103 Strand St., Unit C, Santa Monica, CA 90405.

Cancellation of Appearance

- a) Event Host is responsible for providing the agreed upon equipment. In the event the agreed upon equipment is not provided, the Talent may cancel or abridge the appearance, however, the full agreed upon fee shall be paid.
- b) In the event of a weather emergency (declared by the local government, resulting in closure of facilities), event may be rescheduled to a date that suits both parties, however, Event Host may have to cover additional travel expenses for Talent if a second trip is required.
- c) In the event of cancellation by Event Host, deposits are not refundable.

Governing Law / Notices / Limitation of Liability

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of California. The parties submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought in, either the state courts in Los Angeles, California, or the federal courts for the Southern District of California. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, and addressed to the addresses of each of the parties stated in the preamble to this Agreement or to such other address as each of the parties may designate to the other in writing. Neither party shall be liable for any indirect, special, punitive, consequential, incidental, or other similar damages, including, without limitation, loss of goodwill, lost profits, or business interruption.

Arbitration

Both Parties agree any claim hereunder against the other Party shall be decided by final and binding arbitration pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9 U.S.C. Sec. 1 et seq ("Arbitration Act"). The Parties will select not less than two arbitrators (or they will be selected for us if we cannot agree) who shall be former judges or attorneys with substantial experience in resolving business disputes involving sales incentive agreements. The arbitrator's decision shall be in writing. Arbitration may be compelled and an arbitration award enforced by any court of competent jurisdiction. All Arbitration proceedings will be held in Los Angeles, California.

Complete Agreement

This agreement, in its entirety, contains the full understanding of the parties. It may not be changed orally but only by an instrument in writing signed by both parties.

Therefore, the parties have executed this agreement the Date first above written.

EVENT HOST

ECLIPSE SPORTS & ENTERTAINMENT

Event Host Signature

Eclipse Signature
A.J. Ali, Director & Producer

Event Host Name Printed