

DIVIDED WE FALL



SCREENING & PERSONAL APPEARANCE AGREEMENT

This screening and personal appearance Agreement is made on (Date) _____ between (Event Host) _____ whose principal place of business is _____ and (Filmmaker) Katherine M Acosta, CEO Twelfth House Films, LLC; 302 Nautilus Dr, #303, Madison, WI 53705. The Event Host and Filmmaker do hereby agree to the following:

Engagement and Schedule

The Event Host hereby engages the Filmmaker, and the Filmmaker hereby accepts the engagement to appear at a scheduled, planned, and promoted screening of *Divided We Fall*. The date of this event has been agreed upon as _____, and the time has been likewise agreed to begin at _____ and end not later than _____.

Duties

Filmmaker 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) Participate in a Q & A following the screening.
- c) Provide projection and sound equipment gratis if the venue does not have a projector.

Use of Name and Image

The Event Host shall be entitled to use the name and image of the Filmmaker as well as the logo and other marks associated with the film. The name or image of the Filmmaker may not be used or associated, either directly or indirectly, with any product sale or service.

Promotions and Event Expenses

- a) The Event Host is solely responsible for all operations and costs of their event and bears all responsibility for planning, execution, and liability of said event.
- b) The Event host is solely responsible for promoting the event.
- c) The Event Host may sell tickets to the event and shall receive 100% of all ticket revenues.
- d) Filmmaker shall be allowed to sell DVDs of *Divided We Fall* following the screening.

Recording/Photography

There may be no audio or video taping broadcast, reproduction, or distribution of any part of the Filmmaker's performance unless prior written permission is granted by the Filmmaker.

Compensation

- a) The Event Host and Filmmaker have agreed to a compensation amount of Three Hundred and Fifty Dollars and no/100 (\$350.00).

- b) Payment in full is due at the time of signing agreement to secure the screening and appearance.
- c) Payment Methods:
 - a. Electronic payment may be made using a major credit or debit card via Paypal.
 - b. Checks may be mailed to Twelfth House Films, LLC, 302 Nautilus Dr, #303, Madison, WI 53705.

Cancellation Policy

Fifty percent of the Screening and Appearance fee (\$175) will be refunded if cancellation occurs two weeks prior to the date of the event. Event Host receives no refund if the event is cancelled less than two weeks prior to the event date.

Governing Law/Notices/Limitation of Liability

The validity, interpretation and performance of the Agreement shall be governed by and construed in accordance with the laws of Wisconsin. 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 Madison, Wisconsin, or the federal courts for the Western District of Wisconsin. 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 involves 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 Madison, Wisconsin.

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

TWELFTH HOUSE FILMS, LLC

Event Host Signature

Katherine M Acosta
CEO, Twelfth House Films, LLC

Event Host Name Printed