**APPEARANCE AGREEMENT**

**(PLEASE READ CAREFULLY)**

Thank you for the opportunity to serve your church or group!  The following Agreement is intended to serve as a contractual arrangement between Better Place Ministries and your organization.  It is our desire that this Agreement will help to foster a positive professional relationship between us by clarifying some basic expectations.  If any portion of this Agreement does not meet with your satisfaction, please be sure to discuss this with us before signing it.

We are praying for your program success!

This contract (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_ (the "Execution Date")

BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(the "Purchaser")

OF THE FIRST PART

- and -

Better Place Ministries (or “BPM”)
(the "Performer")

                                                   OF THE SECOND PART

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**BACKGROUND:**

Better Place Ministries offers professional seminar/workshop services known as Better Place   Ministries.

The Purchaser wishes to engage BPM and is willing to undertake to do so, subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Purchaser hiring BPM and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Definitions**

"Gross Receipts" means the total of all proceeds collected or resulting from the Performance.

**Business Address of Better Place Ministries**

Any payments by check or money order should be made out to “Better Place Ministries”

BPM’s business address is as follows:
**Address:**         P.O. Box 3354, Cedar Hill, TX 75106
**Telephone:**    469.297.1097
**Fax:**
**Web:** www.bpministries.org       •**E-mail:** ministriesinfo@gmail.com

**Business Address of the Purchaser**

The Purchaser's business address is as follows:
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone:       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Web: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  •E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Venue**

The place of performance (the "Venue") is located at:
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Performance**

The service to be provided by BPM is generally described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Performance").

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**Date and Time of Performance**

The date of the Performance is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Venue will be available for set-up and sound check on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_(am/pm).  BPM shall provide to Purchaser a list of set-up requirements not less than ten (10) days prior to the Performance.  Any deviation from the required set-up must be approved by BPM within seventy-two (72) hours prior to the Performance.  Any deviation from the set-up requirements not approved by BPM within the stipulated time period may subject the Agreement to cancellation without further notice and the remaining balance of PFM’s appearance fee and expenses payable immediately, all of which shall be at the sole discretion of PFM’s representative.

**Payment**

In full consideration for all services rendered by BPM at the Performance, the Purchaser agrees to pay BPM according to the following group sizes (please check one).  “Group size” means the number of attendees you anticipate at your event.

□ $350.00 (Group size 1-99)               □ $500.00 (Group size 100-299)    □ $750.00 (Group size 300-499)

□  $1,000.00 (Group size 500-999)     □ Group size of 1000 or more (Call for a quote)

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Purchaser agrees to allow BPM to advertise and sell BPM products at Venue in accordance with Venue’s policies and procedures.  If Purchaser is renting the Venue, a copy of said Venue’s policies and procedures shall be furnished to BPM not less than seven (7) days prior to the Performance.  Unless otherwise stipulated, BPM will retain 100% of proceeds from the sale of its products.

If requested, the Purchaser agrees to provide BPM’s speaker and/or representative with reasonable access to accounting records demonstrating the gross receipts relating to the sale of BPM products.

**Deposit**

The Purchaser will pay to the Performer 50% of the seminar fee or $\_\_\_\_\_ US Dollars as a deposit (the "Deposit") upon signing of the Agreement. If the Purchaser fails to provide the Deposit promptly within ten calendar days of the signed Agreement, BPM may cancel this Agreement without further obligation.

**Performer Expenses**

**Travel.**  Purchaser shall provide one (1) round-trip airline ticket (coach fare) for BPM speaker.  Ticket shall be purchased in advance by Purchaser, unless otherwise agreed upon between BPM and Purchaser, and sent to BPM AT LEAST ten (10) working days prior to scheduled appearance.  Should a different mode of transportation be desired, agreement must be reached between BPM and Purchaser at least one (1) week prior to scheduled appearance.

Should BPM speaker agree to drive his own vehicle, round-trip mileage in the amount of 45¢ per mile shall be reimbursed to BPM by Purchaser.  If Purchaser agrees to provide BPM speaker with a rental car for travel to Venue, then Purchaser agrees to provide for rental car fee and any applicable charges, including insurance and gasoline.  Purchaser shall provide BPM speaker with a rental car during the length of stay, except where BPM speaker drives his/her own vehicle, unless otherwise agreed upon between BPM and Purchaser.

* **Lodging.** Purchaser shall provide BPM speaker with one (1) hotel room during the entire length of stay in Purchaser’s locale, except as otherwise agreed upon between BPM and Purchaser.  Purchaser shall inform BPM of the lodging arrangements and secure BPM’s approval of said arrangements no later than five (5) working days prior to the Performance.
* **Food.**  Purchaser shall provide BPM speaker with food expenses in the form of either a daily allowance, not less than $35 per day (US), or as otherwise agreed upon by BPM and Purchaser.

**Payment of Balance**

Promptly after the conclusion of the Performance, the Purchaser will pay to BPM any outstanding balance of the Fee and other expenses incurred, per this Agreement, in cash, money order, certified check, or as otherwise agreed upon by BPM.

**Cancellation**

BPM reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to seventy-two (72) hours before the Performance. In the event BPM cancels the Performance under the terms of this section, any Deposit will be returned to the Purchaser promptly.

The Purchaser reserves the right to cancel this Agreement without obligation upon notice to the Performer prior to seventy-two (72) hours before the Performance. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Purchaser for any reason later than seventy-two (72) hours before the Performance will result in forfeiture of the Deposit.

**Non-performance by the Purchaser**

Those obligations of the Purchaser that are to be performed prior to the Performance of BPM are conditions precedent which must be performed in full by the Purchaser before BPM is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Purchaser will be in breach of this Agreement and BPM will have no further obligations under this Agreement. The Purchaser will forfeit any Deposit already paid to BPM.

**Sound and Lighting Systems**

BPM will use the sound and light systems provided by the Purchaser. The Purchaser will provide and compensate personnel to operate as lighting technician and sound engineer. The adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser.

**Security Deposit**

BPM will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

**Force Majeure**

Neither BPM nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of BPM and the Purchaser.

**Sickness and Accidents**

BPM agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in BPM returning any and all outstanding deposits to the Purchaser.

**Advertising**

The Purchaser will be responsible for all promotion of the Performance. The Purchaser agrees to use its best efforts to promote the Performance through appropriate media. BPM will not be permitted to promote the Performance in any way without the consent of the Purchaser and will not be allowed to advertise or promote the Performance through any means that is prohibited by relevant statute or that could be construed as offensive.

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BPM agrees that the Purchaser may use the Performer's name, photographs, and other likenesses to promote the Performance. BPM will provide the Purchaser with copies of the Performer's promotional materials suitable for this purpose. The Purchaser's right to use BPM’s name or name(s) of speaker(s)/representative(s) is limited to the period beginning with the Execution Date and ending upon completion of the Performance or upon cancellation of this Agreement.

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**Exclusivity**

BPM will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. BPM at the time of signing this Agreement will not be under any contract to a third party that might preclude BPM from fulfilling the requirements of this Agreement

**Indemnification**

BPM is responsible only for its own conduct. BPM will be compensated by the Purchaser for any and all damage done to BPM’s equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds BPM harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.