



Terms & Conditions

Victoria's Event Productions

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TERMS & CONDITIONS

Last Updated: 07/02/2020

Agreement: The terms and conditions set forth herein, the Order Form, and the Rate Sheet constitute an Agreement between Victoria's Event Productions, Inc. and you the client ("Client").

Independent Contractors: Victoria's Event Productions, is a convention services agency. Victoria's Event Productions, is not employed by the Client. In the performance of its Agreement with the Client, Victoria's Event Productions will make its best efforts to obtain the services of subcontractors ("Talent") to fulfill the requirements of the Client, which may include, but are not limited to, exhibit hostesses/hosts, demonstrators/sales assistants, costumed characters, hospitality suite hostesses/hosts, narrators/presenters, interpreters or crowd gatherers. Victoria's Event Productions, does not employ the aforesaid persons, but retains their services as independent subcontractors.

Authority of Signatory: In the event the services of Victoria's Event Productions are requested on behalf of the Client by an agent or third party representative, such as a producer or production house ("Agent"), the Agent, and any other signatory who executes this Agreement on behalf of the Client, represents and warrants that it/he/she has all due expressed or implied authority necessary to execute this Agreement on behalf of the Client, and to bind the Client hereto. Any Agent or other signatory that executes this Agreement acknowledges and agrees to be jointly and severally liable with Client for any and all financial obligations incurred under this Agreement by the Client or on the Client's behalf.

Cancellation by Client: (a) Client acknowledges and agrees to the CANCELLATION CHARGES set forth on the Order Form in the event Client, or Agent on behalf of Client, cancels its order prior to the event subject to this Agreement. Upon such cancellation, Client/Agent excuse Victoria's Event Productions and the Talent from further performance under the terms of this Agreement. (b) Client acknowledges and agrees that the Client or its Agent may only terminate or cancel Talent after commencement of the event subject to the Agreement, upon a showing of good cause. "Good cause" is defined as a willful breach of duty by the Talent in the course of his or her performance, or in the case of the Talent's habitual neglect of duty or continued incapacity to perform that duty. In the event of good cause as defined above, prior to terminating or canceling the Talent, Client must provide Victoria's Event Productions with a reasonable opportunity to cure the inadequate performance of the Talent by allowing Victoria's Event Productions to notify the Talent of the alleged breach of duty and/or replacing the Talent with an alternate in order to rectify any performance inadequacies. In the event Client terminates or cancels Talent without providing Victoria's Event Productions with the aforesaid opportunity to cure, Client agrees to pay the entire fee due and owing as if Client and Talent had fully performed under the Agreement.

Cancellation by the Talent: Sometimes unexpected events occur beyond our control. When such unexpected events do occur, to ensure that our Client's needs are met we have established the following policy where Talent cancellation occurs: (a) In the event Victoria's Event Productions is informed of a cancellation by the Talent it scheduled for the event subject to this Agreement seven (7) days or more prior to the start date of the subcontractor's services: (1) Where the canceling Talent was specifically identified and requested by the Client for services to be performed at the event subject to this Agreement, and where Victoria's Event Productions is able to communicate the cancellation to the Client in a timely fashion, the Client will have the option of canceling the Agreement with regard to that Talent without incurring charges for that specific Talent. (This cancellation option, if exercised, is limited only to the canceling Talent and the remainder of the Agreement will remain intact and in full force and effect). If Victoria's Event Productions is unable to

successfully communicate the cancellation to the Client or does not receive a responsive instruction from the Client at least four (4) days prior to the scheduled event, Victoria's Event Productions will make its best efforts to select, at its option, replacement Talent that most closely fulfills the Client's requirements; (2) Where the canceling Talent was NOT specifically identified and requested by the Client for services to be performed at the event subject to this Agreement, Victoria's Event Productions will make its best efforts to select, at its option, a replacement subcontractor that most closely fulfills the Client's requirements. (b) In the event Victoria's Event Productions is informed of a cancellation by the Talent it scheduled for the event subject to this Agreement less than seven (7) days prior to the start date of the subcontractor's services, Victoria's Event Productions will make its best efforts to select, at its option, replacement Talent that most closely fulfills the Client's requirements. (c) Any cost variance due to selection of different Talent arising out of (a) or (b) above will be the responsibility of the Client and/or its Agent.

Client Authorization: Client expressly authorizes Victoria's Event Productions and its affiliates and subsidiaries to use, for its marketing, promotional, and advertising materials, any photographs, videotape, or other recordings or reproductions of Client's trademarks, copyrighted materials, or other intellectual property, derived from Client's participation at events at which Victoria's Event Productions has provided Talent, products, or services, on behalf of Client. This also includes authorization for Victoria's Event Productions to use the photograph, videotape, or likeness of Client and/or its employees, by whatever means recorded, for the same purposes. Victoria's Event Productions shall have no ownership rights or interest in Client's trademarks, copyrighted materials, or other intellectual property, or in the likeness of Client or its employees, by virtue of this authorization or any use arising from this authorization. Such use by Victoria's Event Productions, if any, shall not constitute a waiver of Client's rights or interest in any of its trademarks, copyrighted materials, or intellectual property.

Intellectual Property Rights: Victoria's Event Productions is the sole and exclusive owner of all intellectual property rights, including copyrights, in the finished product, performance, or services of Victoria's Event Productions and its affiliates and subsidiaries. This includes, without limitation, all recordings of any performance or services procured or provided by Victoria's Event Productions, its affiliates, subsidiaries, and/or its Talent by any means, electronic or otherwise. Recordings or reproductions of the finished product, performance, or services by any means, electronic or otherwise, may be used only by express written authorization from Victoria's Event Productions. Reproductions of products, performances, or services may be obtained from Victoria's Event Productions on request when available.

Governing Law: This Agreement has been negotiated and entered into in the State of Nevada, County of Clark, and shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. If any term of this Agreement is held to be invalid, void, or unenforceable in whole or in part, the remainder of the provision(s) shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

This Agreement constitutes the entire Agreement between the parties hereto concerning the subject matter of the Agreement, and supercedes all prior and contemporaneous Agreements between the parties. The Agreement may be amended only by a writing signed by Victoria's Event Productions and the party to be charged which expressly refers to this Agreement and specifically states that it is intended to amend it. No party is relying on any warranties, representations or inducements not set forth herein, on the Order Form, or on Victoria's Event Productions Rate Sheet. This clause may not be waived. I, the Client and/or the Client's authorized agent, do acknowledge that I have read these Terms and Conditions, the Order Form, and the Rate Sheet provided by Victoria's Event Productions, and that I understand, acknowledge and agree to all of the foregoing.