

## 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**”).

### RECITALS

**A.** The Client wishes to have Jaimie give the following lecture(s) and workshop(s) (the “**Presentations**”):

1. Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Location: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Location: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Location: \_\_\_\_\_

**B.** Jaimie wishes to give the Presentations. Therefore the parties agree as follows.

### TERMS AND CONDITIONS

**1. 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.

**2. 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;
- InFocus-type projector and screen or wall for projection;
- Two tables (1 for projector and laptop, 1 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, Students will pay Jaimie for the pattern, 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. Class limits described on the website may not be exceeded without Jaimie’s written consent and payment of an extra fee.

**3. Payment of Fees.**

**3.1. Payment Schedule.** Client will pay Jaimie the following amounts:

- 3.1.1.** \$ \_\_\_\_\_ for each lecture;
- 3.1.2.** \$ \_\_\_\_\_ for each workshop;
- 3.1.3.** the cost of round trip air or rail travel, plus 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 was 56.5 cents per mile for 2013, estimated at \$ \_\_\_\_\_;
- 3.1.4.** the cost of meals and lodging, unless meals and lodging are provided, estimated at \$ \_\_\_\_\_;
- 3.1.5.** \$ \_\_\_\_\_ for the following other costs: \_\_\_\_\_.

**3.2. 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.

**4. 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.

5. **Changes.** Jaimie reserves the right to make changes to Presentations at any time.

6. **Publicity.**

6.1. **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](http://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.

6.2. **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. Notwithstanding the above, 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.

7. **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.

8. **Oregon Law.** This Agreement will be governed by the laws of the State of Oregon.

9. **Entire Agreement.** No prior agreement or understanding, verbal or otherwise, of the parties hereto, their agents or representatives, will be valid or enforceable unless embodied in the provisions of this Agreement or an amendment hereof signed by both parties.

**SIGNATURES:**

LOOPY TULIPS DESIGNS

\_\_\_\_\_

\_\_\_\_\_

Jaimie L. Davis Date

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\_\_\_\_\_

Name: \_\_\_\_\_ Date

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact 2 Name: \_\_\_\_\_

Contact 2 Email: \_\_\_\_\_

Contact 2 Telephone: \_\_\_\_\_