

LAS VEGAS FASHION COUNCIL

A passion for fashion, philanthropy and community

Designer Agreement

This Student Designer Agreement (“Agreement”), dated _____, 2018, is entered into with the **Las Vegas Fashion Council “LVFC”** and _____ [student designer name(s)] (“Designer”) (collectively LVFC and the Designer are “Parties,” and, singularly, a “Party” to this Agreement.).

WHEREAS, LVFC has presented the Designer an opportunity to participate in the **Earth Day Design Competition 2018** event on April 22nd, 2018 to be held at

(the “Event”) and the Designer has accepted that offer, the Parties hereby agree,

A. This Agreement integrates the whole of all agreements and understandings of any sort of character between the Parties concerning the subject matter of the Agreement and any other dealings between the Parties, and supersedes all prior negotiations, discussions, or agreements of any sort whatsoever, whether oral or written, relating specifically to the Event.

B. This Agreement does not expire and the Parties are bound to the following terms in perpetuity:

1. LVFC will not be charging any fees to the Designer to participate in the Event and the Designer and/or its affiliates will not be receiving any compensation to participate in the Event; _____(initial)
2. The Designer carries their own liability insurance and is responsible and liable for themselves, their affiliates and fashions during the event, leading up to the even and post Event; _____(initial)
3. The Designer will be providing the following:
 - a. (1) Pre-made item to present for the judging and runway portions of the event utilizing only items gathered from a Goodwill Store that were purchased with the \$100 gift card supplied by Caesars Entertainment and Goodwill.
 - b. (1) Item made on-site to present for the judging and runway portions of the event utilizing items from the “Mystery Box”

- gathered from a Goodwill Store
- c. One Model, hair and make-up for each look
 - d. Designer headshot and bio (if available)
 - e. Images and /or sketches of each design (if available)_____ (initial)
4. The Designer will be presenting designs for a “family Friendly” audience and all designs will not contain or represent any vulgarity, nudity, profanity, or the like; _____ (initial)
 5. The Designer will present images or sketches of all designs to be shown a minimum of two weeks (fourteen calendar days) from the time of the event. All designs are to be reviewed and approved by LVFC; _____ (initial)
 6. Leading up to the Event, the Designer will make a good faith effort to be available, upon LVFC’s reasonable request, for media opportunities; _____ (initial)
 7. LVFC will use its discretion and best judgment to determine whether the fashions presented by the Designer are suitable for use in connection with the Event. Suitability will depend on several factors, including, but not limited to, (a) completeness, (b) quality, and (c) other considerations deemed appropriate; _____ (initial)
 8. The Designer agrees that their image and designs will be used for advertisement and promotional purposes leading up to, during and following the Event; _____ (initial)
 9. The Designer understands and agrees that photography and video will be utilized at the event and that all images are granted permission for use on behalf of LVFC and its partners and sponsors; _____ (initial)
 10. The Designer agrees to be available for rehearsals and sounds checks and will arrive on time for all requested timelines. If the designer is late or incomplete with the agreed upon fashions, LVFC reserves the right to not include the Designer in the Event and/or presentation opportunities; _____ (initial)
 11. If any dispute arises out of this Agreement, the parties specifically agree that such dispute will be subject to the laws of the State of Nevada and will be submitted to binding arbitration in the State of Nevada. Each Party, by executing the Agreement below, affirmatively agrees to submit any such dispute involving this Agreement to arbitration in the State of Nevada and each Party fully understands it is giving up its right to trial by jury. _____ (initial)

C. The Parties acknowledge that they have read this Agreement and understand all of its terms and that this Agreement is executed voluntarily, without duress, and with full knowledge of its legal significance.

D. If any provisions of this Agreement is deemed invalid or unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect and there shall be deemed substituted for the provision deemed invalid or unenforceable a valid, legal and enforceable provision as similar as possible to the Agreement's actual provision in order to carry out the intentions of the parties hereto as nearly as may be possible.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed on their respective behalf.

(Print Name)

(Designer/Parent or Legal Guardian if under the age of 18)

Date

(Las Vegas Fashion Council)

Date

Deadlines and Event Requirements

Designer Agreement & Submission Form due by _____ (initial)

Event Date: _____ (initial)