JVA, Inc.

Corporate Headquarters
3753 Howard Hughes Pkwy., Suite 200
Las Vegas, NV 89169
+1 702-259-4494 ▪ +1 800-553-8855
Email: LVinfo@judyvenn.com

Sales & Marketing
Billing: 3183-F Airway Ave., Suite 118
Costa Mesa, California 92626
+1 714-957-8300 ▪ Fax +1 714-957-8301
Email: info@judyvenn.com

Cities: Atlanta • Chicago • Orlando • Miami • Washington DC • Philadelphia • Boston • New York • Nashville • New Orleans • Denver • Hawaii • Dallas • Houston • Austin • San Antonio • San Francisco • San Jose • Los Angeles • Anaheim • San Diego • Las Vegas • Reno

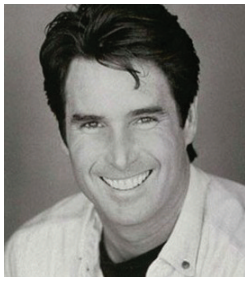
ONLINE ORDERING LINK: https://www.jvainc.com/booktalent.asp

NATIONWIDE CONVENTION SERVICES

+1 800-553-8855 ▪ www.judyvenn.com

- *Hostesses/Hosts* ▪ *Brand Ambassador* ▪ *Narrators*
- *Demonstrators* ▪ *Crowd Gatherers* ▪ *Interpreters*
- *Special Talent* ▪ *Street Marketing*
- *Chair Massage Therapists* ▪ *Shoe Shine Services*

IN-STORE DEMOS • FOOD SERVERS DIVISION



Going Beyond What's Expected... Since 1971!

ORDER FORM/CONTRACT

PLEASE PRINT OR TYPE
(Signature required on page 2.)

Date _____

Company _____

Billing Address _____

City _____ *State* _____ *Zip* _____

Phone _____ *Fax* _____

Email _____

Contact _____

Name of Event _____

City _____

Facility _____ *Booth #* _____

On-Site Contact Person _____

On-Site Phone _____

Dates Services Required:

_____ From _____ am to _____ pm

_____ From _____ am to _____ pm

_____ From _____ am to _____ pm

_____ From _____ am to _____ pm

TOTAL PAYMENT DUE 7 DAYS PRIOR TO FIRST DAY OF SHOP.

Indicate Number of People Needed:

___ Exhibit Hostess/Host/Brand Ambassador
___ Hospitality Suite Hostess/Host
___ Narrator/Spokesperson
___ Interpreter
___ Demonstrator/Sales Assistant
___ Costumed Character
___ Crowd Gatherer
___ Food Server/Street Marketing

Special Talent/Qualifications _____

Type of Apparel ❑ Business ❑ Cocktail ❑ Costume

❑ *Food Server* _____

METHOD OF PAYMENT AND TERMS

A credit card guarantee and a 50% deposit are required to confirm an order. Balance is due 7 days prior to first day of show.

If terms are not met, balance will be charged to credit card.

Cancellation Charges

If cancelled 46 or more days before show . . . . . 10% Processing Fee of Total Bill
If cancelled 15–45 days before show. . . . . 50% of Total Bill
If cancelled 14 days or less before show . . . . . 100% of Total Bill

❑ Check, payable to **JVA, Inc.** *(Mail to Sales and Marketing)*
❑ AMEX ❑ MasterCard ❑ Visa ❑ Diners Club

Account # _____ *Exp. Date* _____

Name on Card _____

Authorized Signature _____

❑ *Charge 50% deposit to credit card* ❑ *Charge total to credit card*

P.O. # _____ *Security Code* _____

"EXHIBITOR, PLEASE RETAIN A PHOTOCOPY (FRONT AND BACK) FOR YOUR FILES. PLEASE CALL JVA TO CONFIRM RECEIPT OF YOUR ORDER."

TERMS AND CONDITIONS

1. Agreement: The terms and conditions set forth herein, the Order Form, and the Rate Sheet constitute an Agreement between Judy Venn & Associates, Inc. ("JVA") and you the client ("Client").

2. Independent Contractors: JVA is an independent broker of convention services. JVA is not employed by the Client. In the performance of its Agreement with the Client, JVA 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. JVA does not employ the aforesaid persons, but retains their services as independent subcontractors.

3. Authority of Signatory: In the event the services of JVA 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 express 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.

4. 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 JVA 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 JVA with a reasonable opportunity to cure the inadequate performance of the Talent by allowing JVA 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 JVA 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.

5. 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 JVA 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 JVA 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 JVA 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, JVA 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, JVA 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 JVA 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, JVA 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.

6. Client authorization: Client expressly authorizes JVA 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 JVA has provided Talent, products, or services, on behalf of Client. This also includes authorization for JVA to use the photograph, videotape, or likeness of Client and/or its employees, by whatever means recorded, for the same purposes. JVA 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 JVA, if any, shall not constitute a waiver of Client's rights or interest in any of its trademarks, copyrighted materials, or intellectual property.

7. Intellectual Property Rights: JVA is the sole and exclusive owner of all intellectual property rights, including copyrights, in the finished product, performance, or services of JVA and its affiliates and subsidiaries. This includes, without limitation, all recordings of any performance or services procured or provided by JVA, 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 JVA. Reproductions of products, performances, or services may be obtained from JVA on request when available.

8. Governing Law: This Agreement has been negotiated and entered into in the State of California, County of Orange, and shall be governed by, construed and enforced in accordance with the laws of the State of California. 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.

9. 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 JVA 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 JVA's 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 Judy Venn & Associates, Inc., and that I understand, acknowledge and agree to all of the foregoing.

Authorized Signature: _____ Date: _____

Print Name & Title: _____

NOTICE: The Terms and Conditions and the Order Form bearing original signatures must be returned to Judy Venn & Associates, Inc. prior to commencement of the event subject to this Agreement.

~ Sales & Marketing Office ~
Mail to: 3183-F Airway Avenue, Suite 118, Costa Mesa, CA 92626

REDUCE - REUSE - RECYCLE