

“Touring For Startups” Sample Contract #2

This contract was used to secure a sponsor for Corset Magazine’s Sensuality, Sexuality, & The Erotic Tour. Company names, dates, and contact information have been changed.

This Professional Services Agreement (the "Agreement"), effective as of _____ ("Effective Date"), is entered into by and between Corset Enterprises LLC having a place of business at 333 Abundance Road, Pleasantville, NJ ("Company"), and Greatest Lingerie LLC, having its principal place of business at 666 Promotion Road, Atlanta, GA 30521 ("Client"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Scope of Services. Subject to the terms and conditions of this Agreement, Company will perform those services ("Services") as set forth in Exhibit A attached hereto and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. Services will be performed over the course of the nine-month period March 15, 2013 to December 31, 2013, as indicated in this Agreement. Execution of such Services include all those outlined in Exhibit A attached hereto.
 - A. Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five (5) business days to reject the Change Order. If said rejection is not made within the five (5) business day period, the Change Order is deemed mutually accepted. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.
 - B. As full and complete payment for Company's services and for the discharge of all Company's obligation hereunder, Client shall pay Company according to the following schedule via Paypal using the "Personal" "Other" option:
 - i. Six hundred and twenty five US dollars (\$625.00) due on or before March 15, 2013;
 - ii. Six hundred and twenty five US dollars (\$625.00) due on or before April 15, 2013; and
 - iii. One thousand two hundred and fifty US dollars (\$1,250.00) due on or before June 1, 2013.

2. Each party ("Indemnifying Party") shall indemnify and hold the other party ("Indemnified Party") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim. The terms of this Section 7 shall survive termination of this Agreement.
3. Each party warrants that it has the right and power to enter into this Agreement and that an authorized representative has executed this Agreement. Company warrants that the Services will be performed in a professional manner in accordance with recognized industry standards. To the extent Services provided by Company are advisory, no specific result is assured or guaranteed. Company expressly disclaims all other representations or warranties, whether express, implied, or statutory (by any territory or jurisdiction) to the extent permitted by law, and further Company expressly excludes any warranty of non-infringement, title, fitness for a particular purpose, or merchantability to the extent permitted by law.
4. This agreement is effective on the above date entered into and will terminate upon satisfactory completion of agreed upon services, but in no event later than nine (9) months after the effective date.
5. If mutually agreeable to Client and Company, this agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.
6. Neither party to this agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
7. This agreement has been negotiated, executed and delivered in the State of New Jersey. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of New Jersey.
8. Any disputes or claims under this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in

accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Pleasantville, NJ and the laws of New Jersey shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction.

This Agreement may be executed by electronic signature. This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

Dated _____, and executed at City _____, State _____

By: Corset Enterprises LLC

By: Greatest Lingerie LLC

Signature.....

Signature.....

Title _____

Title _____

Date _____

Date _____

Exhibit A

➤ Official Lingerie Sponsor Package

Benefits Pre-Event:

- **Logo & Link on CORSET Website and Event Page:** Your corporate logo and/or advertisement with a direct link to your website and two social media outlets will be placed on the website home page and event page.
- **VIP Passes:** You will receive 4 VIP passes. These VIP Passes will allow for premium seating and hospitality for sponsor representatives at CORSET “Sensuality, Sexuality, and the Erotic” tour stops.

Engagement:

Corset Magazine’s Facebook Page and private local Facebook groups provides a platform for people to discuss products, sexuality, sexual wellness, and more, in an intimate, sharing and caring environment.

- Dissemination of CORSET website blog post on your product to 4,000 Corset Magazine Fans and Newsletter Database Members and/or like your Facebook page. This blog post will be promoted for 9 months.

Benefits at the event:

- **22' x 34' branded promotional poster at entrance to venues**
- Recognition of Official Lingerie Sponsor by Corset Editor-in-Chief in the *Sex Around the World* issue (May/June 2013)
- **Sponsor Ad:** A four page ad in standard electronic copies of CORSET *Sex Around the World* issue (May/June 2013)