



Guest Agreement

1. All parties understand and agree that this Agreement is not being established to create grounds upon which one party may force the other party through legal means to be bound to a certain course of action without liberty to alter, amend or change that course. Rather, this agreement is intended to outline each party's intentions today with respect to a working relationship, and to provide a framework that necessarily requires the parties to be committed to each other to find an amicable solution, without legal recourse, to any issues that could or may arise. Either party at any time may change its intention to work with the other party, without incurring legal liability or obligation to the other.
2. VOC may charge Guest a Marketing and Media Coaching Fee of \$1,200. The fee is non-refundable after 72 hours, but if the guest needs to change their show date they may do this two times. This does not apply to guests who have been referred to us from PR Agencies. It does not apply to guests who have a combined social media following of 50,000 or more and / or an email database of 50,000 or more and who will co-market with VOC to their databases.
3. The VOC Guest acknowledges that VOC shall plan its Show in reliance on the VOC Guest's appearance. Failure to appear may incur expenses to fill the void created by the VOC Guest's cancellation and may also cause VOC to suffer damage to its goodwill. As such, the VOC Guest agrees to provide VOC with a minimum of fifteen (10) business days' notice should it be necessary to cancel the appearance on the Show. Without the (10) business day notice VOC guest will forfeit any deposits or fees paid to VOC. With a (10) business days' notice, VOC will be responsible for finding a guest replacement and the VOC Guest will be allowed to pick another show date for their appearance.
4. VOC will provide exposure for the VOC Guest to the VOC Community. Currently the community consists of eighteen Terrestrial AM/FM channels, Blog Talk, Spotify and IHeart streaming Radio, fifty Podcast Platforms, Facebook Live audience, eighty thousand Twitter Fans, thirty thousand Facebook Fans, five thousand LinkedIn Fans, and two thousand Instagram Fans.

VOC will feature the VOC Guest on the VOC website with a Graphic that has a Picture, Show Title, Playback of the VOC Guest Audio Recording, and Show Notes. VOC will provide this Graphic to the VOC Guest for additional promotion on the VOC Guest website. VOC will provide a Sound Engineer to edit the VOC Guest show and deliver a professionally produced podcast to put on the VOC Guests website. VOC will provide up to a one-hour Media Strategy Session before the guest appearance. VOC will provide the VOC Guest the opportunity to send Press Release to our three thousand media sites. The VOC guest will be responsible for writing and delivering the Press Release to VOC prior to the VOC Guest appearance. VOC will offer in town guests the opportunity to lunch with the VOC host the day of VOC Guest appearance.

5. VOC Guest agrees to pick up their own expenses for travel, meals, and hotel. VOC Guest agrees to appear at the time and location agreed upon and to deliver a content-rich talk. Guest agrees to provide a professional photograph, biography, and talking points to VOC seven days prior to their appearance. VOC reserves the right to edit all materials as necessary.
6. VOC Guest agrees to promote their appearance on Facebook Live, VOC Guest owned social media sites, VOC Guest owned email lists, VOC Guest owned blogs and /or newsletters. In addition, VOC encourages the VOC Guest to put the VOC Guest Podcast on their web site and link it back to the VOC web site.

7. VOC Guest grants VOC the right to use his or her name, voice, appearance, likeness, image, words, participation and title or professional designation, in whole or in part, whether audio or video recordings or photographic images in these recordings and/or compilations and in any correspondence, publicity, advertising, promotional or other derivative materials based on them. Conference has no obligation to make use of the rights granted herein. VOC Guest retains all rights, title and interest, including copyright, in and to the individual audio and video recordings of his or her presentation and hereby grants VOC the unconditional and irrevocable right to reproduce the recording in any format, and to distribute, prepare derivative works, advertise and publicize the recordings without compensation to VOC Guest. Conference may edit the recordings at its discretion. Conference shall own the worldwide rights, title and interest, including copyright in, and to, the compilation. VOC Guest holds no rights, title or interest, including copyright, in and to any photographic images and agrees that Conference may use such images in any manner it desires. VOC Guests welcome to include the content on their website, non-exclusively, royalty-free, with a link back to VOC and/or our affiliate link. You understand that we may use this content in a compilation video, audio, CD or DVD, that we sell for profit and the VOC guest will not receive royalties.
8. VOC Guest warrants that the work you're giving us is your original work and doesn't infringe on any intellectual property rights of anyone else. VOC Guest agrees to indemnify, defend and hold harmless VOC and its agents and employees, from any loss, damage, injury, claim or liability arising out of the performance of this agreement whether caused by any act or omission of VOC, or its agents or employees, or any act or omission, intentional or negligent, of Client, or its agents or employees.
9. VOC Guest acknowledges that VOC makes no warranties as to the number of people listening to the show, nor to the amount of sales of any product offered by the Presenter at the Show, if any. Both parties understand and agree that neither party will be responsible or liable for any loss or damage (including lost profits or other consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred, or which may arise directly or indirectly as result of any action taken by either party pursuant to this Agreement. Each party will comply with any and all regulations, laws and statutes pertaining to its business operations, and shall defend, hold harmless and indemnify the other against any and all claims, demands, suits and causes of action which may be made against them for any reason.
10. Out of respect for one another, VOC and VOC Guest both agree if they can't come to a mutual agreement on any financial disagreements, or anything else related to this agreement, they will arbitrate the differences in California, under the rules of American Arbitration Association, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary expenses.
11. Entire Agreement: This Agreement and the attached Terms and Conditions constitute the entire Agreement of the parties on the subject matter of this Agreement and supersedes all prior agreements and understandings, either oral or in writing, relating to the VOC Guest's appearance and presentation on the Show. There are no other understandings, promises, or inducements, oral or otherwise, contrary to the terms of this Agreement. No warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

I hereby approve and accept the terms and conditions of this agreement.