

**LTB BOOKING & PROMOTIONS  
PROMOTION OPTIONS AGREEMENT**

**THIS AGREEMENT** for promotional products and services described below made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is between the undersigned, an Artist, Entertainment, Performer or Festival related Enterprise(s) including all accompanying agents or representatives as described below (hereinafter called "TALENT") and LTB Booking & Promotions (hereinafter called "LTB").

This Agreement is only possible if TALENT is either engaged in a current Booking Agent Talent Agreement, which is a worker owned and managed producer cooperative arrangement with LTB or LTB is responsible for providing products and services to TALENT stipulated by an alternate contractual arrangement.

WHEREAS TALENT understands that Promotion of TALENT and/or TALENT's products and services is necessary to gain a greater share of the market in which those products and services are purchased, and that the accumulation of purchases is necessary for the gain of earnings that allows TALENT to continue to move toward earnings and market goals.

WHEREAS TALENT also understands that LTB is responsible for promoting TALENT and/or TALENT's products and services with content provided by TALENT representative of and relative to TALENT's products and services and earnings and market goals, and it is the sole responsibility of the TALENT to develop and deliver that content to LTB for promotion and without that content no promotion can take place.

WHEREAS TALENT further understands that LTB has the qualification, intellectual property, the professional network access and other means to assist TALENT in achieving promotional goals by promoting its products, services and activity, serving as a consultant and development assistant and to representing themselves as an Agent for TALENT, TALENT desires to contract promotional services herein specified from LTB for the period specified herein.

In relation to the provision of those desired contractual promotional services, the TALENT understands there is no guarantee of any statistically significant results from promotional efforts and holds LTB harmless of any liability related to said results.

With this understanding, LTB hereby agrees to perform promotional services based on the following.

**1) DEFINITIONS**

Hereinafter provided are DEFINITIONS with which to interpret all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions".

*Compensation* is any financial gain or income of valued and fungible resources paid in exchange for products or services.

*Booking* is the negotiating for and signing of TALENT to a contract with Purchaser for an engagement, where talent will provide a product or service.

*Engagements* are contractual agreements for the TALENT to be present at a specified time and place.

*Exchange* is one party directly providing some valued resource to another party that values that resource in return for the same or different resource.

*Expenses* are financial costs incurred by either party in the course of their acting or performing a product or service for a contractually agreed upon engagement.

*In-Kind Gifts* are products and/or services provided for a contractually agreed upon engagement that incur expenses for either party for which compensation or exchange is not provided.

*Market Share* is the proportion or percentage of products and services requested or demanded by a particular population that is provided or supplied by the TALENT.

*Products* are outcomes that can be consumed or experienced by others produced by physical or intellectual effort of TALENT.

*Promotion* is finding and engaging with potential Purchasers in the TALENT's market to expose TALENT's products and services and relative content to via various platforms for the purposes of enticing Purchaser to purchase TALENT.

*Purchase* is the contracting, buying, booking or borrowing of real merchandise, performances, likeness, voice, image or intellectual property of TALENT for purposes of use by a PURCHASER.

*Services* are performance(s) of any action(s) by TALENT of some requested assistance, benevolence, favor, indulgence or anything of the like for or to PURCHASER.

## **2) SCOPE OF PROMOTIONAL SERVICES**

LTB provides TALENT limited discretionary products and services (hereafter called BASIC SERVICES) that it uses in the promotion of TALENT to potential Purchasers included but not limited to:

- a) Providing Assistance and Consulting for TALENT EPK
- b) Finding and Exposing TALENT Content to Potential Purchasers and Engagements
- c) Extending Market Audience Reach of TALENT Content

- d) Providing Assistance and Consulting in TALENT Brand Development
- e) Providing TALENT Access to LTB Network
- f) Establishing a TALENT relationship with Home Market Venue
- g) Setting up TALENT Collaborations

LTB will provide promotional services negotiated above and beyond BASIC SERVICES specifically for TALENT (hereafter called PREMIUM SERVICES) at a specific compensation rate relative to the terms specified in Section 4 of this Agreement.

With these products and services, LTB agrees to make commercially reasonable efforts to promote TALENT and its affiliated entities, whether now existing or established in the future, including, where time permits, producing videos, interviews and other materials as necessary to promote TALENT and known affiliated entities, making introductions to potential Purchasers in the relevant industries, and to participate as a Consultant relative to such.

LTB also agrees to perform promotional and consulting services as may reasonably be requested by the TALENT and as agreed from time to time between the TALENT and LTB.

The parties acknowledge and agree that to the extent possible LTB shall render promotional services from offices, venues, personal residences, remotely or in such other jurisdiction as agreed to by the parties.

The parties agree that LTB will provide services in the United States and outside of the United States only residually, if at all, and LTB has no obligation to provide services in any particular jurisdiction, in any amount or for any specific period of time within the time specified herein for the contractual agreement, that LTB has no obligation to perform services outside of the United States or any other jurisdiction that LTB reasonably concludes could result in that jurisdiction exercising regulatory or taxing authority over LTB and that LTB's refusal to provide services in such a jurisdiction shall not constitute a breach of this Agreement.

The parties agree to use their best efforts to ensure that the majority of LTB's activities can be and are performed in a jurisdiction that LTB selects or where LTB Staff resides.

TALENT hereby grants LTB, its Staff and its affiliated entities the right to use TALENT image and likeness for promotional purposes, subject to approval, which approval shall not be unreasonably withheld.

To the extent LTB's schedule permits, they shall make themselves available by electronic means to participate in the TALENT's management calls and to consult with management of the TALENT on an as needed basis. For the avoidance of doubt, LTB's advisory role to TALENT or any board relative to TALENT's enterprise is a non-executive title of a non-employee strategic advisor to the board and management of thereof. LTB's advisory role does not confer any voting, veto or approval rights as to any

matter or otherwise, and LTB shall not serve or be eligible to serve as a director or officer of TALENT's enterprise during the Term of this Agreement.

### **3) TERM OF DELIVERY**

This Agreement for LTB to deliver services to TALENT shall begin on the effective date, which is that when both signatures were affixed, and end one calendar year thereafter.

The parties agree that time lines for all PREMIUM SERVICES shall be negotiated and subject to the following:

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The parties agree that LTB will not be obligated to provide Services to TALENT until the stipulations necessary for compensation for services set forth in Section 4: Compensation of this agreement are in place.

### **4) COMPENSATION**

LTB agrees to provide the following PREMIUM SERVICES:

- a) Designs (Logo, Poster, T-Shirt, etc.)
- b) Distribution (Delivery of Products through LTB Media or via Staff Effort)
- c) Mailing Lists (Email or Physical Address Maintenance)
- d) Other:

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TALENT agrees to compensate LTB for PREMIUM SERVICES with a Deposit of 30% of the negotiated total price of \_\_\_\_\_, payable to LTB with return of PREMIUM SERVICES Contract or Addendum.

Account Balance (remaining 70% of negotiated total) is payable to LTB immediately upon completion of PREMIUM SERVICES, prior to any revisions of changes requested by TALENT after completion.

TALENT also agrees to make a reasonable and timely effort to maintain communication with LTB and/or its PREMIUM SERVICES Contractors during the time PREMIUM SERVICES are being performed to avoid dissatisfaction at completion. Failure to do so constitutes TALENT's acceptance of PREMIUM SERVICES "as is" at time of completion. With an understanding that issues may arise or completion may elicit a need for a beneficial change, LTB will allow a single revision that constitutes less than 5% change in completed PREMIUM SERVICES at no cost to TALENT.

TALENT further agrees to make all payments to LTB via Bank Account Transfer (i.e., ACH, Zelle, etc.) or with a major Electronic Financial Service (i.e., Cash, PayPal, Square, Venmo, etc.)

**5) TERMINATION**

Either party may terminate this contract at any time, upon presentation of notice to the other party in writing 60 days in advance of the date of the requested termination.

All negotiated amounts are due in full and agreed upon PREMIUM SERVICES with timeline completion scheduled prior to that must be completed within the 60 days provided.

If contract is terminated prior to completion date, LTB is not required to deliver completion of PREMIUM SERVICES. However, TALENT must compensate LTB for work performed toward completion, which will be delivered, and compensation will be calculated on a pro-rata to the time elapsed since the last payment or last delivery.

**6) INABILITY TO PERFORM AGREEMENT**

TALENT understands that LTB's performance of promotional services is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If LTB is unable to perform services, reasonable measures will be taken to provide a suitable alternative to provide TALENT the necessary services.

**7) BINDING CONTRACT**

This Agreement constitutes the sole, complete, and binding contract between the TALENT(s) and LTB related to promotional services.

Covenants herein contained between TALENT(s), their leader, manager or representative and LTB are intended to be binding as between said TALENT(s), their leader, manager or representative and LTB.

**8) ADDITIONAL TERMS AND CONDITIONS**

See Attached Rider if any.

\_\_\_\_\_  
**LTB Representative**

\_\_\_\_\_  
**TALENT Representative**

\_\_\_\_\_  
**(SS # or Tax ID #)**

\_\_\_\_\_  
**(SS # or Tax ID #)**

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**(date)**

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**(date)**

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**Contract #**