





NATIONWIDE CONVENTION SERVICES (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









JVA, *Inc*. Corporate Headquarters

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Sales & Marketing

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

ORDER FORM/CONTRACT PLEASE PRINT OR TYPE Date	Indicate Number of People Needed: Exhibit Hostess/Host/Brand Ambassador Hospitality Suite Hostess/Host Narrator/Spokesperson Interpreter Demonstrator/Sales Assistant Costumed Character		
Billing Address	Crowd Gatherer Food Server/Street Marketing		
City State Zip	Special Talent/Qualifications		
Phone Fax	<i>Type of Apparel</i> Business Cocktail Costume		
Email	Food Server		
Contact	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.		
Name of Event	If terms are not met, balance will be charged to credit card.		
City Facility Booth # On-Site Contact Person	Cancellation Charges If cancelled 46 or more days before show		
On-Site Phone Dates Services Required:	 Check, payable to JVA, Inc. (Mail to Sales and Marketing) AMEX MasterCard Visa Diners Club 		
Fromam topm	Account # Exp. Date		
Fromam topm	Name on Card		
Fromam topm	Authorized Signature		
From am to pm TOTAL PAYMENT DUE 7 DAYS PRIOR TO FIRST DAY OF SHOW.	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 specific cally 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 and the event subject to this Agreement, JVA will make its best efforts to select. (b) In the event JVA is informed of a cancellation by the Talent it scheduled for the event subject to this Agreement subcontractor's services, JVA will make its best efforts to select, at its option, a replacement subcontractor 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/o
- 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. It he 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:	
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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: 3186 Airway Avenue, Suite H, Costa Mesa, CA 92626