



VOICE

13639 Freeport Rd, San Diego, CA 92129 - Phone: 858.484.0220

info@voice-international.com - www.voice-international.com

Booking Confirmation and Agreement Detail

VoiceOver International Creative Experience - VOICE 2010

June 2 – 5, 2010

This document, combined with the ***Presenter Booking Confirmation & Agreement Summary***, constitute the complete agreement between the producers of the VoiceOver International Creative Experience and you, as a Presenter. We suggest that you read and understand this document before signing the Agreement Summary that has been delivered to you. Your signature on the Agreement Summary constitutes your understanding of, and agreement to, the terms outlined in this Agreement Detail. It is not necessary for you to return these pages to us. However, we do suggest you print this Detail and keep a copy with your Agreement Summary for future reference. This Agreement Detail may be updated or revised at any time without notice.

1. **AGREEMENT:** This Presentation Booking Confirmation shall be considered as an agreement between the Presenter named on Page 1 and VoiceActing, LLC (the Producers of VOICE), for the appearance of the Presenter at the location, date of the VOICE event indicated on page 2 of the Presenter Booking Confirmation & Agreement (the Agreement). Specific dates and times shall be determined at a later date if not included above or in the Agreement. Any presentation dates noted in this Agreement are subject to change. Your signature on the Agreement Signature Page indicates your understanding, acceptance, and agreement to the terms outlined in the Agreement and in this Agreement Detail as they pertain to your appearance at this VOICE conference as a Presenter.
 - a. For the purpose of this agreement, a *Presenter* shall be defined as any person or persons who has submitted an accepted Request For Proposal and has agreed to teach a seminar, lecture, workshop, panel discussion, forum, or special program, or in any manner perform in an instructional capacity as a booked speaker for this VOICE conference.
 - b. An *Exhibitor* shall be defined as any person, persons, or company who books or utilizes space in the VOICE Exhibit Hall for the purpose of promoting or selling products or services, and who pays a fee for the use of such Exhibit Hall space. As outlined later in this Detail, a Presenter shall receive a benefit in the form of complimentary space in the Exhibit Hall.

2. **PRESENTER'S APPEARANCE:** It is understood that the Presenter is appearing at this conference on a no fee basis, and is not being paid a speaking fee or receiving any compensation for travel or accommodations other than is detailed in this agreement. Presenter may receive benefits in the form of complimentary admission to all event activities (not including extra-charge activities), free exhibit space, free advertising, non-commissionable sales, and other benefits as described in this agreement.
 - a. Within the context of this Agreement, certain Presenter Benefits may have an associated estimated value.

1. Any mention of an estimated value of a specific benefit that might be utilized by a Presenter as part of this Agreement is included here for reference only.
 2. Such a mention of an estimated value is not intended to imply or suggest in any way that the value noted is being provided in the form of compensation in exchange for services rendered.
 3. The Producers of this event are providing these benefits as a way for the Presenter to off-set their personal travel, hotel, and program preparation expenses.
 4. Any and all benefits that might be offered expire upon the conclusion of the VOICE conference. There are no substitutions in the event that any benefit offered to a Presenter is not used.
- b. Some benefits, in the form of reimbursement, require the submission of receipts or other documentation. Please follow any instructions noted and observe any deadlines in order to receive the benefit.
 - c. The acceptance, non-acceptance, use, or non-use of any Presenter Benefit offered herein is at the sole discretion of the Presenter.
3. **SUMMARY OF BENEFITS:** Each Presenter at this event shall receive the following benefits:
- a. One complimentary admission granting Presenter access to all basic event activities. Extra charge events not included.
 - b. Up to two (2) complimentary admissions granting Presenter Assistants access to all basic event activities. Additional assistants may register at a 50% discount of the posted conference tuition. Exhibit Hall only assistants not attending any sessions will receive a complimentary Exhibit Hall Pass. Extra charge events are not included.
 - c. One complimentary room night at our discounted rate for a basic room, including taxes and hotel fees, will be reimbursed upon submission of your hotel receipt.
 - d. Ground transportation reimbursement up to a maximum of \$75 to include: cab or shuttle to/from the nearest airport, fuel reimbursement, on-site parking reimbursement, or other documented ground travel expense upon submission of receipts.
 - e. One (1) 8' X 10' space in the Exhibit Hall.
 - f. A discount of 50% off additional exhibit space, advertising space, and any other normal charges associated with VOICE event promotions and advertising, based on the posted cost of such services. (Exhibit space upgrades made directly through our event services company or hotel are not included in this discount.)
 - g. One (1) full page B/W ad in the VOICE event workbook.
 - h. One (1) 1/4 page Color ad in the VOICE Magazine/Program
 - i. One (1) VOICE Show Bag insert item. Website promotion of the Presenter's website via a link on the VOICE website (see 5-c below) and as text in the VOICE program and workbook.
 - j. Non-commissionable sales: All sales at the Presenter's Exhibit Hall space are non-commissionable.
 - k. An opportunity for additional promotion and branding by writing an article for the VOICE Magazine/Program.
 - l. One (1) copy of the VOICE compilation audio recordings (as available) with the right to use the Presenter's segment as a product for sale without compensation to VOICE.

4. **DETAILS OF PRESENTER BENEFITS:**

- a. The Presenter shall receive one (1) complimentary admission to all basic event activities. Extra charge events are not included and participation is optional.

- b. Up to two (2) Presenters Assistants may receive a 50% discount on registration for event activities. Extra charge events are not included. Presenter Assistants who will be in the Exhibit Hall only shall receive a complimentary Exhibit Hall Pass.
- c. One night of hotel accommodations shall be provided to each presenter.
 - 1. Based on the group discount for conference attendees for a basic King room.
 - 2. Hotel room reimbursement is limited to a maximum of \$225 per presenter.
 - 3. Documentation of hotel accommodations must be submitted in the form of a copy of your hotel receipt and must be post marked within 30 days of the close of this event.
 - 4. Reimbursement will be sent within 45 days of receipt of your hotel receipt.
- d. Reimbursement of ground transportation costs up to \$75 as follows:
 - 1. Documentation of ground transportation expenses must be submitted in the form of receipts for cab fare, shuttle, fuel, or parking. Original receipts must be mailed to VOICE and post marked within 10 days of the close of this event. We suggest you keep a copy of all receipts.
 - 2. Ground transportation reimbursement is limited to a maximum of \$75, regardless of the total receipts submitted, including fuel and rental car charges.
 - 3. Reimbursement will be sent within 45 days of receipt of your receipts.
- e. One (1) 10' X 8' space (booth) in the Exhibit Hall (see section 5 below)
 - 1. Exhibit space furnishings and details to be arranged under separate agreement.
 - 2. Actual dimensions of booth space and table may vary depending on venue.
 - 3. Up to two (2) staff personnel may receive admission to the VOICE event at a 50% discount off the event tuition or a complimentary Exhibit Hall Pass.
 - a. Extra charge activities are not included.
 - b. Staff person's transportation and hotel room are not included.
- f. One (1) full page advertisement in the VOICE event workbook (section 8 below)
- g. One (1) VOICE Show Bag insert (see section 9 below).
- h. Promotion of the Presenter's program on the VOICE event website.
- i. Inclusion of up to ten (10) pages (5 sheets of paper) of Presenter's notes or other "hand-outs" in the VOICE event workbook. **Please note that loose paper hand-outs are not permitted in any of the VOICE meeting or seminar rooms at any time.** (A "hand-out" is defined as any printed material used to support a presentation, such as printed notes that are being provided by the presenter.) Hand-outs of an advertising nature will not be accepted.
 - 1. Presenter's workbook section will include 1 sheet (2 pages) of topic introduction, photo and bio (front), and one full page ad (back), preceding workbook content.
 - 2. A maximum of 5 sheets (10 pages) of workbook content may be submitted at no charge. A "page" is defined as one side of a sheet of paper. 10 pages = 5 sheets of paper.
 - 3. To cover excess printing costs, Presenter will be charged a fee of \$50 per sheet (two pages) for each additional 2 pages of workbook content exceeding 10 pages. Additional content is only available in 2 page (1 sheet of paper) quantities.
- j. An opportunity to submit an article for the VOICE event program.
 - 1. Article submission should be kept to a maximum of 10 pages. (see 3-i above)
 - 2. To cover excess printing costs, Presenter will be charged a fee of \$50 per sheet (two pages) for each additional 2 pages of article content exceeding 10 pages. Additional content is only available in 2 page (1 sheet of paper) quantities.

3. Contact VOICE management for article submission specifications.
- k. An opportunity to offer, for a fee, private coaching or consultation sessions during the VOICE event.
 1. Presenter may set their non-commissionable fee for coaching/consultation sessions.
 2. All private session durations and fees are between presenter and student with payment made directly to the coach/consultant.
 3. Space is provided by VOICE with advance arrangement only.
 4. Presenter must provide their own equipment, mic, computer, etc. if recording is planned or offered.
 5. Private sessions may be offered any time during the VOICE event, except for the afternoon and evening of the last day.
- l. Presenter's compensation is limited to only those allowances, reimbursements, and other benefits itemized in this agreement. Presenter agrees that he/she shall not request nor be entitled to any additional compensation as a result of their participation in this event.
- m. Any payments or reimbursements due Presenter shall be made by mail no later than 45 days following completion of this event or 45 days from receipt of payment voucher or receipts, whichever is later.
- n. Presenter agrees that they shall be responsible for any charges that may apply to optional discounted services, accommodations, advertising, exhibit hall upgrades, or other sales opportunities (ie: purchase of additional discounted advertising or sponsorship placements, hotel charges for additional nights, event space upgrades, etc.), and that payment for such charges shall be in accordance with the terms and conditions of those separate agreements.

5. PROMOTION BY PRESENTER:

- a. The Presenter agrees, as a condition of this booking, to promote their appearance at this VOICE event as much as possible in the following manners:
 1. Regular announcements to their personal or business email list or in their Blog announcing their appearance at this VOICE event.
 - a. The VOICE promotion team will, upon request, provide suitable graphics or promotional content that the Presenter can include in their own email blasts or Blog posts.
 - b. Email blast and Blog promotions must include a link to the VOICE website.
- b. The Presenter agrees to post the VOICE logo with dates on their website home page, or create a dedicated web page on their site that specifically promotes their appearance at this VOICE conference.
 1. The VOICE event logo image with dates will be provided for inclusion on Presenter's website. The VOICE logo must have a link to the VOICE website.
 2. If Presenter creates a dedicated page to promote their appearance at VOICE, the VOICE website promo page will provide a link to the Presenter's dedicated web page upon request.
 3. Presenter's dedicated web page should be designed to promote their appearance at this VOICE event.
 - a. Presenter may, at their option, offer special pre-event sales offers or pre-book private coaching sessions or consultations to take place at this VOICE event.
 - b. Presenter shall be responsible for all pre-sales, consultations, or other transactions made through their dedicated web page.

- c. The Presenter understands and agrees that the appearance of their website is a reflection of their professionalism and business. As such:
 1. The Presenter agrees to ensure that their website is designed, as much as possible, to professional standards of the industry.
 2. Should the Presenter fail to post a VOICE logo with link on their home page or fail to create a dedicated page promoting their appearance at this event, the Producers of VOICE may, at their discretion, choose to not provide a link to the presenter's web site.

6. **PROMOTION BY VOICE:** The Presenter agrees and understands that promotion of their appearance at this VOICE event is critical to the success of both their program and to the event as a whole. As such, Presenter agrees to provide in a timely manner the following to the Producers of VOICE for their use in advertising, promotional materials, and on the VOICE website. **The following must be delivered to the VOICE Producing Team within 30 days of signing this agreement. It is to the benefit of the Presenter to deliver the items below as quickly as possible. Non-delivery of the following may result in cancellation of this agreement:**
 - a. A suitable "headshot" photograph of the Presenter in .jpg or .png format at a minimum of 150dpi (300dpi preferred). The VOICE event designers may modify the image as needed for inclusion in promotional materials and on the VOICE website.
 - b. A brief 1 or 2 paragraph BIO for use in promotional materials and workbook.
 - c. A brief, one (1) paragraph description of the Presenter's program content and how attendees will benefit from their program. A brief bio may be included in this text "teaser." The VOICE design team reserves the right to edit as may be deemed necessary.
 - d. An audio recording of approximately 30 seconds to one minute in which the Presenter provides an audio "teaser" of their program and its benefits, and encourages attendees to participate in this VOICE event. This is NOT intended to be a sales pitch for the Presenter's products or services, nor should it be a commercial for the VOICE event.
 1. This "teaser" should not be a duplicate of the text promo.
 2. This audio must be submitted as a minimum 128Kbps MP3 file at 44.1KHz.
 - e. Optional articles or other promotional materials (not advertising) that the Producers of this VOICE event may use in email promotion, in print, or on the VOICE website

7. **ON-SITE SALES OF PRODUCTS AND SERVICES:** The following policies shall apply to the sale of any products or services sold by the Presenter at this VOICE event:
 - a. As a condition of presenting a seminar, workshop, or other scheduled event, Presenter understands and agrees to the following conditions:
 1. The seminar, workshop, or scheduled event shall be designed to be a learning experience, providing useful and actionable information that can be used to enhance the performing, business, or other skills of those attending.
 2. The seminar, workshop, or scheduled event shall NOT be used as a sales or marketing "pitch" to promote the Presenter's products or services.
 - a. Presenter may briefly mention, ONLY at the beginning of their program, the availability of products or services at their booth in the VOICE Exhibit Hall.
 - b. Presenter shall refrain from any direct promotion of their products or services during the course of their program, or mention any specific products, services or organizations, unless such mention is in the context of providing actionable information that is pertinent to the program topic.

3. Any serious breach of this section shall constitute a breach of this agreement and shall subject the Presenter to the following causes of action:
 - a. Presenter shall be invoiced for the total amount of all items, opportunities, and services that were provided on a complimentary basis as a part of this agreement.
 - b. Presenter shall not be invited to participate in any future VOICE conference.
 - b. As a Presenter at VOICE, you are entitled to one (1) free 10' X 8' exhibit space (booth) and included services for the purpose of selling your products and/or services.
 1. To confirm booth space, Presenter must complete and submit a VOICE Exhibitor Agreement, which is a separate document. Our Exhibits Manager will contact you based on your request to have a booth (see 7a page 3).
 2. Arrangements for Exhibit Hall space must be made according to the sales guidelines and deadlines stated in the Exhibitor Agreement.
 3. Additional exhibit space may be purchased at a discount according to terms and conditions covered in the Exhibitor Agreement.
 - c. All Presenters selling products and/or services agree to the following:
 1. The Presenter agrees that one (1) complimentary exhibit booth space of up to 10' X 8' is provided in exchange for their services as a presenter (est. value up to \$2,500).
 2. The Presenter understands that the space for the sale of their products and/or services shall be under a separate "Exhibitor Agreement" and that their participation in the Exhibit Hall shall comply with the terms and conditions of that agreement.
 3. The Presenter agrees to provide a list and/or description of anticipated products or services to be sold so as to allow the VOICE Producers to best plan the Exhibit Hall floor plan.
 4. The Presenter shall be responsible for making arrangements for shipment of their products to the event venue and for any associated fees or storage charges.
 5. The Presenter shall be responsible for staffing and maintenance of their sales exhibit space, the design of their sales area, creation of signage, and collection of all monies from sales. See also paragraph (4-e-3) above, and (9-g-7) below.
 6. The Presenter shall be responsible for obtaining any required permits or licenses, collection and disbursement of any applicable sales or use tax, and for payment of any fees or surcharges that may be required by the venue, city, or state or federal government as a condition of selling at this event.
 7. The Presenter shall be responsible for return shipment of unsold product. Any unsold product not retrieved from the Exhibit Hall by Presenter prior to leaving will become the property of VOICE.
 - d. All revenues from sales of Presenter's products and/or services shall be considered non-commissionable and shall be retained by the Presenter. The Producers of VOICE shall not be entitled to any commissions from product sales made by the Presenter.
 - e. The Producers of VOICE shall not be held responsible for any loss or damages that may occur as a result of display or sales of products or services in the Exhibit Hall, nor shall they be liable for any license fees, or sales or use taxes resulting from the sale of any products or services.
8. **VOICE EVENT:** The Producers of this VOICE event agree to make every effort to meet the specific presentation needs of the Presenter to make their appearance at this event a positive and productive experience that will serve both the attendees and the Presenter in the best manner possible.

9. **PRESENTER'S EVENT RESPONSIBILITIES:** The Presenter agrees to the following:
- a. To provide in a timely manner any information that may be required under this agreement or that may be requested by the Producers of this event.
 - b. To adequately prepare and rehearse a program that is educational in scope and learner-oriented, including preparation and planning for all audio, video, and other technical requirements, so as to offer the attendees of this VOICE event a professional presentation that will show the Presenter at their best and be a memorable and valuable experience for attendees.
 - c. To communicate to the Producers of this VOICE event any and all technical requirements, including audio playbacks, video playbacks, computer, DVD, Power Point, on-mic work, or any other technical requirements that might be required as part of the Presenter's Program.
 1. The Producers of this VOICE event must be notified of any technical requirements or changes to technical requirements by no later than 72 hours prior to the start of this event.
 2. Although a technical crew will be available for the majority of programs, the Presenter should plan their program in such a way that most technical elements can be controlled as smoothly as possible by the presenter from the platform. (i.e. playback of DVD elements, audio/video playback from computer, PowerPoint, etc.)
 - d. It is the responsibility of the Presenter to obtain and document any required licenses or clearances for photographs, sound recordings, video, or other copyrighted material that may be included as a part of their presentation, and for which the Presenter does not hold copyright. The Producers of this VOICE event shall not be held liable for any inappropriate or unauthorized use of copyrighted material.
 - e. To arrange for inbound/outbound travel so as to arrive at the event in a timely manner to allow for adequate preparation and/or set-up for their program.
 - f. In the event of travel delays, the Presenter agrees to contact the VOICE Producers at the first possible opportunity. Contact information is on the signature page of this document.
 - g. To provide the following:
 1. Delivery of one (1) copy of any presentation A/V support materials by no later than two (2) weeks prior to the start of this VOICE event, at the Presenter's expense. The copy delivered to VOICE shall serve as an additional backup.
 2. To prepare and rehearse their material to result in as professional a presentation as possible.
 3. Arrange for, and cover the expense of shipping materials to the event venue and return shipping, as needed.
 4. Notification to the Producers of VOICE of any special presentation equipment, sound or video requirements, or staging requirements.
 5. Preparation and delivery of "handout" materials by specified deadlines for inclusion in the compilation workbook (see addendum).
 6. Preparation and delivery of camera-ready advertising copy and/or article for the VOICE workbook and/or Program by specified deadlines as applicable.
 7. Make arrangements for adequate staffing of their product table or exhibit space for the purpose of product/service sales and collection of all monies resulting from such sales, including any applicable local, state, or federal sales tax.

NOTE: VOICE staff is not available for presenter sales or booth staffing.

- h. To present themselves and their staff in an appropriate and professional manner, specifically in terms of grooming, demeanor, and attire, as befits their status as a Presenter and as a representative of VOICE for the duration of this event.

10. **PRESENTER'S SESSION HANDOUTS (WORKBOOK CONTENT):** It is understood that any "handouts" to be used by the Presenter will be included in a compilation workbook for the event as a whole. As such:

- a. Presenter's "handout" materials must be delivered to the event production team by the deadline specified in the Addendum attached to this agreement or as otherwise notified.
- b. Distribution of individual loose paper "handouts" before or during a presentation, including premiums and promotional items, are not permitted under any circumstances without prior arrangements with the VOICE producers at least two (2) weeks prior to the start of this event.
- c. Presenter's support material ("handouts") must be designed to support their presentation. "Handouts" of an advertising nature are not acceptable and will not be included in the VOICE workbook. Presenter has a full-page ad in the workbook in which to promote their products or services.
- d. Distribution of approved individual "handout" materials or layouts delivered after the workbook production deadline will be dealt with on an individual basis. At the discretion of the Producers of this VOICE event, materials and/or layouts arriving after deadline may or may not be made available, or otherwise distributed to attendees in a manner deemed appropriate by the Producers. It is to the Presenter's benefit to deliver "handout" materials and layouts prior to posted deadlines.
- e. **Under no circumstances will Presenters or their staff be permitted to distribute materials of any kind in the event rooms before, during, or after their presentation without obtaining prior written approval from the conference Executive Producers.**

11. **ADVERTISING & SHOW BAG INSERTS:** As a Presenter at this VOICE event you are entitled to receive at no charge, a full page advertisement in the workbook (est. value \$1,500), a ¼ page advertisement in the VOICE Magazine/Program (est. value \$500), and one (1) insert in the "VOICE Show Bag" that all recipients will receive upon sign-in (est. value at \$200).

- a. Advertising and Show Bag inserts are confirmed and arranged for under a separate Insertion Order that details the costs, mechanicals, and deadlines for those items.
- b. As a Presenter, you may submit, at no charge, one item of a promotional nature for inclusion in the VOICE event Show Bag (est. value at \$200).
- c. As a Presenter, you are entitled to a discount of 50% off posted rates should you desire to purchase additional advertising space in the VOICE Magazine/Program and/or additional Show Bag inserts.
- d. Ad layouts and Show Bag inserts must be submitted in the required format and received by the VOICE production staff in the manner indicated, and by the deadlines specified on the Insertion Order. (see addendum)
- e. Presenter is responsible for all expenses relating to design, manufacture, and delivery of advertising and/or Show Bag inserts and for their delivery to VOICE in the required quantity and by the required delivery deadlines.

12. **CONTENT AND RIGHTS:**

- a. The Producers of this VOICE event shall retain all rights, including copyright, service mark, duplication, and resale rights to the VOICE hexagon logo, the title phrase "VoiceOver International Creative Experience," the VOICE event magazine/program, the VOICE event compilation workbook(s), the VOICE event compilation product, all

photographs, all sound and video recordings, the event as a whole, and to all logos, designs, themes, and slogans that pertain directly to VOICE, the VOICE Workbook, the VOICE Magazine/Program, the VOICE event, and any related products, services, advertising, or other activities that may be derived from any aspect of this VOICE event now or in the future. Such rights include the right in perpetuity to duplicate, market, and resell, without compensation to Presenter, any and all products that may be developed as a result of the Presenter's participation in this event.

- b. It is agreed that the Presenter shall, at all times, retain ownership and copyright to their individual presentation content, support materials, and original versions of any "handout" materials that may be included in the compilation workbook or articles included in the VOICE magazine/program, and for future use of said content and materials in any manner whatsoever.
- c. The Presenter understands the promotional and marketing value of participation in a compilation product and the potential revenue derived from personal direct sales of their portion of the event after the fact (see 13-d). The Presenter further acknowledges that the Producers of this VOICE event must undertake certain efforts, costs, and risks in order to record, create and market such a product. Therefore, the Presenter hereby grants and assigns to the Producers of this VOICE event, in perpetuity and for no compensation, the right to create and sell a product consisting of the compilation VOICE workbook, the presenter's program, and any accompanying audio, video, or other support materials that may be deemed appropriate and necessary to produce a marketable product. Creation and/or production of a marketable product is neither implied nor guaranteed as a condition of this agreement.
- d. The Presenter shall have the right to videotape or otherwise document their individual presentation, at their expense, for the sole purpose of documentation or promotional use. Video recordings made by Presenter or their staff of any portion of this VOICE event may not be used for creation of a product or be otherwise sold without written permission from the Producers of this VOICE event. As a condition of this agreement, Presenter agrees to provide the Producers of this event a copy in one or more of the following formats of any sound or video recordings granted under this clause: Data CD-Rom (for photos); DVD, or Mini-DV tape for video.
- e. The Presenter shall further retain the right to include mention of their appearance at this VOICE event in their promotion and advertising in any media.
 1. For promotional articles and/or interviews, Presenter should refer to this event at "the VoiceOver International Creative Experience – VOICE XXXX," where XXXX represents the year of the event. (i.e. VOICE 2010).
 2. When used in print, the correct usage of the VOICE title is as follows:

VoiceOver International Creative Experience

Where the letters that form the acronym VOICE are capitalized with no spaces or punctuation, and there is no space between the words "Voice" and "Over."

When referring to the VOICE web site (URL) the letters "VOICE" should be capitalized: **www.VOICEXXXX.com**, where the "XXXX" is replaced by the year of the event.
- f. The Presenter shall be granted limited use of the VOICE hexagon logo and full-title identity for the purpose of promoting their participation in this event.
 1. The stand-alone VOICE hexagon logo (without text) may not be used by Presenter in any manner.
 2. Any use of the VOICE hexagon logo with accompanying text or title phrase must be used in the form and design provided and may not be edited or modified in any manner. The Service Mark symbol "SM" must be included with any use of the VOICE hexagon logo or title phrase.

3. The stand-alone VOICE hexagon logo with VOICE text overlay may be used without the associated phrase.
 4. Any use of the VOICE logo or title phrase in email, on a website, or in print, must include the domain (ie: **www.VOICE2010.com**). Electronic use must include a hyperlink to the domain in the form of a text link, an image link, or both. Print use must include the domain URL as readable text placed adjacent to the logo image.
 5. Presenter's limited use of the VOICE hexagon logo and title phrase is restricted to articles, press releases, email campaigns, and/or other activities designed to promote the Presenter's appearance at this event, and for similar post-event activities. Post-event limited use shall apply only to the promotion of products created by Presenter as a result of participation in this event.
 6. The VOICE logo, identity phrase, and URL must be included on any product created by Presenter in which the product features more than 10 minutes of the Presenter's appearance at this VOICE event, and in any advertising intended to promote such a product
13. **RECORDING:** The producers of this VOICE event reserve the right to record all program segments, in part or whole, on audio, video, photographic, or other media for archival purposes, future promotional use, and for potential creation of a product or products for sale. As a condition of this agreement, this section (13) and all sub-sections may not be modified in any way or removed from this agreement. Any modification or removal of this section shall result in immediate cancelation of this agreement and revocation of the invitation for Presenter to appear at this conference.
- a. Archival recording for the purpose of documentation, future promotional use, and possible creation of a product for sale is unconditionally agreed to as a part of this agreement.
 - b. Attendance or participation in any VOICE event activity constitutes an agreement by the participant that they release all rights to sound, photographic, and/or video recordings of their voice and/or likeness, and waive any rights to compensation that may result from broadcast, promotional use, or sale of a product that might contain their voice and/or likeness.
 - c. The Presenter hereby agrees to the recording and the use of their voice, likeness, and program content without further compensation now or in the future, including any third-party sound, photographic, or video recordings that may be contracted separate from this agreement or that might be recorded by a conference attendee. (See also 12-c).
 - d. The Producers and Presenter mutually acknowledge that the information contained in the Presenter's program has value. It is further acknowledged that, in the case of a breakout session, only a certain percentage of conference attendees may be able to utilize this information. It is understood that one purpose of the Presenter's appearance at this conference is to contribute to the voiceover community by offering their training, or program to conference attendees. As such, the Presenter hereby grants and assigns recording rights, and agrees that any recording of their program, including third-party recordings, may be included as part of a sound or video promotion for this or a future VOICE event, or as part of a compilation audio and/or video product that may be made available for free or for purchase before, during or after this event.
 1. Only after expenses for the conference and production of a compilation product have been met, and if a product is created and sold, a portion of the proceeds from sale of a selected product or products may be donated to a charity to be determined by the Executive Producers of this event.
 2. Unless the Presenter can clearly show in writing that inclusion of their program in a compilation product will potentially violate copyright laws or that their program contains proprietary information, the recording and use of the Presenter's session(s) as described in this section is a condition of the Presenter's appearance at this

conference. Upon submission of such documentation, acceptance or cancellation of the Presenter's program shall be at the sole discretion of the VOICE Producers.

- e. In the event of production of any product resulting from this VOICE event, and which includes the Presenter's program, the Presenter shall receive one (1) copy for their personal use. The Presenter shall be granted the right to use their segment of the event recording, and only their segment, in any manner whatsoever, including for promotional purposes or for development as a product for sale with no compensation due the Producers of VOICE, provided the following conditions are met:
 - 1. Identification of the source of the product as being from this VOICE event (i.e. VOICE 2010) must be included on any labeling and packaging of said product.
 - 2. The specific phrase "VoiceOver International Creative Experience (VOICEsm)" and the VOICE hexagon logo with URL **www.voice-international.com** must be included in any advertising or packaging materials as specified in section 12-e of this agreement. (Graphics for such use will be provided upon request.)

14. CANCELLATION OR NON-APPEARANCE: The following conditions shall apply in the event of cancellation by VOICE or by the presenter.

- a. Cancellation of this event or the Presenter's portion thereof due to "acts of nature" or due to circumstances beyond the control of the Producers of this event shall be considered a "no-fault" cancellation.
 - 1. The Producers of this event shall not be held liable to the Presenter in any manner whatsoever.
 - 2. The Presenter shall be under no obligation to fulfil any terms or conditions of this agreement.
- b. Cancellation by VOICE:
 - 1. The Producers of VOICE reserve the right to cancel this event, or the Presenter's scheduled appearance, at any time with written notice to the Presenter to be delivered via Registered Mail.
 - a. Grounds for cancellation of the Presenter's appearance may include any of the following:
 - i. Presenter's non-compliance with conditions of this agreement that apply to delivery of advance promotional materials. (sections 4 and 5)
 - ii. Presenter's non-compliance with delivery of required advertising copy, workbook content or other program content by scheduled deadlines.
 - iii. Presenter's non-compliance with any clause of this agreement.
 - iv. Rescheduling of this VOICE event.
 - v. Cancellation of this VOICE event as a whole.
 - 2. If this VOICE event or the Presenter's appearance at this event is cancelled by the Producers of VOICE sixty (60) or more days prior to the scheduled start date, the following conditions shall apply:
 - a. Reimbursements:
 - i. Fees paid to VOICE toward advertising placement, Show Bag placement, or other intangible services shall be reimbursed in full.
 - ii. Fees paid to VOICE toward tangible services (i.e. advertising layout, design, printing, etc.) shall be reimbursed, only if those services have not been provided.

- b. Non-Reimbursements:
 - i. Presenter shall not be entitled to any compensation or reimbursement of expenses not specified in this agreement.
 - ii. Reimbursement of payment for services provided by third party vendors whether contracted by VOICE or by the Presenter shall be at the discretion of the third party under their separate agreement(s). The Producers of this event shall not be held liable for any third party agreements between Presenter and vendor.
 - iii. Fees paid to VOICE toward advertising layout, design, printing, or other tangible services that have been provided shall not be reimbursed and all layouts will be delivered to Presenter.
 - iv. Travel and hotel arrangements booked by Presenter shall not be reimbursed. It will be the responsibility of the Presenter to arrange for cancellation and refunds of these bookings through those vendors.
- 3. If this VOICE event or the Presenter's appearance is cancelled by the Producers of VOICE less than sixty (60) days prior to the scheduled start date (up to the Presenter's scheduled home departure date), then the following shall apply:
 - a. Reimbursements:
 - i. Fees paid toward advertising, Show Bag placement, and other tangible or intangible services (provided or not) shall be reimbursed.
 - b. Non-Reimbursements:
 - i. Travel and hotel arrangements booked by Presenter shall not be reimbursed. It will be the responsibility of the Presenter to arrange for cancellation and refunds of these bookings.
 - ii. Other expenses incurred by Presenter that are not specified in this section (14-b-2-b) shall not be reimbursed.
- c. Cancellation by Presenter:
 - 1. Presenter understands that their cancellation may present serious scheduling and programming issues for the Producers of VOICE and that the Producers of VOICE have gone to considerable effort and expense to promote the Presenter's appearance at this event.
 - 2. Cancellation by Presenter must be in writing, delivered via Registered Mail, and received by the deadline stated herein.
 - 3. Cancellation and refunds of any third party agreements booked by Presenter shall be the responsibility of the Presenter.
 - 4. Upon receipt of written notice of cancellation, this agreement shall be deemed null and void with the exception of those terms and conditions relating to refunds and reimbursements.
 - 5. Cancellation by Presenter more than ninety (90) days from scheduled start date:
 - a. Presenter shall not be entitled to any reimbursements or other payments not specified in this section of this agreement.
 - b. Fees paid toward advertising, Show Bag placement, or other tangible or non-tangible services that are not produced shall be refunded in full.
 - c. Fees paid toward tangible or non-tangible services that have been produced shall not be refunded and any design work or layouts shall be retained by VOICE.
 - 6. Cancellation by Presenter less than ninety (90) days from scheduled start date:

- a. Presenter shall not be entitled to any payments or reimbursements unless specified in this section of this agreement (14-c).
 - b. Fees paid to VOICE toward advertising placement, Show Bag placement, additional Exhibit Hall space, or other tangible or intangible services, provided or not, shall not be refunded.
 - c. Cancellation and refunds for travel and hotel accommodations booked by the Presenter are the responsibility of the Presenter.
 - d. In the event Presenter must cancel due to “acts of nature” or due to circumstances beyond their control, such cancelation may be deemed, at the discretion of the Producers of VOICE, to be a “no fault” cancellation. In the event of a “no fault” cancellation, the conditions stated in section 13-c-5 shall apply.
- d. Non-Appearance by Presenter without advance written notice
1. Presenter agrees to notify the Producers of VOICE at their earliest possible opportunity in the event that travel delays or other circumstances beyond the control of the Presenter might delay or prevent their appearance at the scheduled time.
 - a. Presenter agrees that, in the event of unforeseen delay, he/she will make every effort to arrive at the event venue to fulfill their obligations under this agreement and to present their program at a time later than their originally scheduled time. The rescheduled time shall be at the discretion of the event Producers.
 - b. The Producers of VOICE shall not be responsible for any expenses beyond those agreed to in this agreement
 - c. In the event that travel delays or other conditions might prevent the Presenter from arriving in a timely manner so as to present their program at a re-scheduled time, or the Presenter’s arrival time is such that their program cannot be re-scheduled due to programming or time constraints, the following conditions shall apply:
 - i. VOICE Producers shall reserve the option to cancel the Presenter’s appearance upon receiving notice of Presenter’s difficulties in arriving in a timely manner due to circumstances beyond their control.
 - ii. In the unlikely event of cancellation by the Producers under these circumstances, all conditions under section (14-b-3) shall apply.
 - iii. If possible, the Presenter agrees to provide a suitable audio recording of their program for inclusion on the VOICE compilation product or to otherwise be made available to VOICE conference attendees.
 - iv. Presenter shall be given a first right of refusal to participate in a future VOICE conference.
 2. Failure of Presenter to appear or notify the Producers of VOICE of their inability to appear prior to their scheduled program time, regardless of the reason, shall constitute a breach of this agreement, and may subject the Presenter to litigation at the discretion of the event Producers.
 - a. At the discretion of the Producers of this VOICE event, any applicable fees for tangible or intangible services that would otherwise be complimentary, as itemized in section 2 of this agreement, shall be invoiced to the Presenter at their full retail rate(s) and shall be due and payable upon receipt.

- b. The Producers of this VOICE event reserve the right to pursue any and all legal means for recovery of losses or damages resulting from the Presenter's failure to appear without notification.

15. **FEDERAL TAX REPORTING:** The presenter agrees to provide the Producers of this VOICE event with appropriate tax reporting information, as necessary, by submitting a completed IRS W-9 form.
 - a. This requirement is waived if Presenter is not a US citizen.
 - b. Presenter agrees that submission of the W-9 is necessary as a condition of their participation in this event, whether or not any reimbursements are anticipated.
 - c. A blank W-9 form is available for download from the Presenter's VOICE account or from www.irs.gov.

16. **PRODUCTION:** This event is titled VOICE, which is an acronym for VoiceOver International Creative Experience. VOICE is a production of VoiceActing, LLC which is solely responsible for its organization, promotion, and content.

17. **HOLD HARMLESS:** Presenter agrees that the Producers of this VOICE event shall be held harmless in the event of any errors or omissions that are the result of improperly submitted materials, inadequate information provided by the Presenter, materials that arrive after any stipulated deadline or for any loss or damage that might occur at this event. This agreement is made upon the express condition that the Producers of VOICE, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Presenter, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon the event premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Presenter in connection with the VOICE conference, and the Presenter hereby covenants and agrees to indemnify, defend, save and hold harmless the Producers of VOICE, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

18. **ENTIRE AGREEMENT:** This document in conjunction with the VOICE Agreement Summary shall constitute the entire agreement between the undersigned Presenter and the Producers of VOICE for the appearance of Presenter at this event.