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### Guest Consent Agreement

This Guest Consent Agreement (hereinafter "Agreement"), is made effective as of \_\_\_\_\_ by and between the following parties: \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

Phone: \_\_\_\_\_

and \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Hereinafter, "Host" will refer to and be used to describe the following party: \_\_\_\_\_.

"Guest" will refer to and be used to describe the following party: \_\_\_\_\_.

Host and Guest may be referred to individually as "Party" and collectively as the "Parties."

#### **RECITALS:**

*WHEREAS, Host is the host and operator of a certain broadcast media show ("Show"), as defined and discussed more fully below;*

*WHEREAS, Host would like to invite Guest onto the Show to speak about a particular topic area, as defined and discussed more fully below ("Topic");*

*WHEREAS, Guest would like to be a guest on Host's Show to discuss the Topic;*

NOW, therefore, in consideration of the promises and covenants contained herein, as

well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

**Article 1 - SCOPE:**

This Agreement sets forth the terms and conditions whereby Guest agrees to appear on the Show, as defined below, and discuss the Topic. Guest will only be engaged on the Show for the limited purposes of discussion on the Topic.

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties' status at all times will continue to be that of an independent contractor relationship.

**Article 2 - DESCRIPTION OF GUEST APPEARANCE:**

The Host hereby engages the Guest and the Guest accepts such engagement to appear on the Show and discuss the Topic (together, the "Guest Appearance"). Specifically, the details of the Guest Appearance are as follows:

Name of Show: \_\_\_\_\_

Description of Show:

\_\_\_\_\_

Date of Appearance Taping: \_\_\_\_\_

Time of Appearance Taping: \_\_\_\_\_

Topic:

\_\_\_\_\_

The Parties both agree that the Guest Appearance will be recorded and aired simultaneously. In other words, it will be live.

**Article 3 - NONEXCLUSIVITY OF EMPLOYMENT:**

Guest may be engaged or employed in any other business, trade, profession, or other

activity which does not place Guest in a conflict of interest with Host, even if Guest is engaged in any business activities that do or may compete directly with the business of Host.

**Article 4 - EXCLUSIVITY OF INTERVIEW:**

Notwithstanding the above, Guest agrees to maintain the exclusivity of this particular topic and refrain from engaging in any other interviews regarding this topic with any other program.

**Article 5 - INTELLECTUAL PROPERTY:**

In accordance with the terms and conditions of this Agreement, any intellectual property created in relation to the Guest Appearance, including but not limited to, the audio and video of the appearance, marketing materials made in advance of or after the appearance, and any likeness of Guest used by Host with prior approval (collectively, the "Created IP"), belongs solely and exclusively to the Host.

With the execution of this Agreement, Guest hereby grants Host a worldwide, royalty-free, non-exclusive license to use, publish, distribute, reproduce, live-stream, edit, record, post, copyright, license, digitize, and/or re-release Guest's name, likeness, image, voice, or other personal representation, for any legal reason or purpose, including but not limited to the Show, social media, commercial marketing, course materials, video footage, sales, or in any other medium in any form that has been or will be invented (the "Guest Media").

Guest hereby releases Host from any and all claims and demands arising out of or in connection with any use of the Guest Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights.

The Parties' already-owned intellectual property, such as trademarks, service marks, copyrights, patents or any other intellectual property, shall remain with the Party to whom it originally belonged.

**Article 6 - GUEST WARRANTIES:**

Guest represents and warrants that Guest has the knowledge, skills, and experience necessary to perform the Guest Appearance and speak about the Topic. Host agrees

not to alter the agreed-upon Topic unless the alterations are made in writing, signed by both Parties, and notated on this contract.

**Article 7 - FEES AND EXPENSES:**

Host agrees to pay Guest the following amount as a total fee ("Fee") for the Guest Appearance: \$2 (two US dollars).

The Fee will be paid as follows: half of the Fee will be paid upon the execution of this Agreement and the other half will be remitted to Guest when the Guest arrives for the appearance.

Host will cover reasonable expenses related to the Guest Appearance, including travel and lodging. The Parties will agree upon the expenses prior to the expenses being incurred, as much as possible, such as airfare and lodging, if applicable. The maximum amount of expenses permitted to be covered or reimbursed is \$2 (two US dollars).

Host will reimburse Guest's expenses for those expenses not capable of being quantified prior to expenditure.

**Article 8 - CANCELLATION:**

In the event that either Party wishes to cancel this Agreement, the Parties agree to give at least the following amount of notice: \_\_\_\_\_.

In the event this Agreement is canceled by the Host without proper notice, the Guest shall retain any funds advanced. In the event this Agreement is canceled by the Guest without proper notice, the Guest shall return any funds remitted to Host. In the event no funds were exchanged prior to cancelation, the Parties agree to remit the following cancelation fees:

Guest payment to Host for Cancelation: \$2 (two US dollars)

Host Payment to Guest for Cancelation: \$2 (two US dollars)

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Guest or Host, the inability of the Guest to perform the services because of a sudden and medically documented physical or mental disability, or the filing of any petition by or against the Host or Guest under federal or state

bankruptcy or insolvency laws.

**Article 9 - TERM:**

This Agreement will automatically terminate at the completion of the Guest Appearance.

**Article 10 - INDEMNIFICATION:**

Host and Guest shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

**Article 11 - SURVIVAL:**

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

**Article 12 - DISPUTE RESOLUTION:**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

**Article 13 - GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement: \_\_\_\_\_.

**Article 14 - BENEFIT:**

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, and to their respective heirs, representatives, successors, and assigns.

**Article 15 -**

**Article 16 -**

**Article 17 - FORCE MAJEURE:**

Guest is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**Article 18 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

**Article 19 - ENTIRE AGREEMENT; MODIFICATION:**

The agreement embodies the entire agreement between Host and Guest relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both Parties.

*IN WITNESS WHEREOF, the Parties execute this Agreement as follows:*

**Host:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Guest:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_