



DISCOVER THE POWER OF PURPOSE IN YOUR LIFE

# APPEARANCE AGREEMENT

(PLEASE READ CAREFULLY)

Thank you for the opportunity to serve your church or group! The following Agreement is intended to serve as a contractual arrangement between Purpose-Full Ministries, Inc., and your organization. It is our desire that this Agreement will help to foster a positive professional relationship between us by clarifying some basic expectations. **If any portion of this Agreement does not meet with your satisfaction, please be sure to discuss this with us before signing it.**

*We are praying for your seminar's success!*

This contract (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Execution Date")

**BETWEEN:**

\_\_\_\_\_  
(the "Purchaser")

OF THE FIRST PART

- and -

**Purpose-Full Ministries, Inc. (or "PFM")**  
(the "Performer")

OF THE SECOND PART

**BACKGROUND:**

- A. Purpose-Full Ministries, Inc. offers professional seminar services known as Purpose-Full Seminars.
- B. The Purchaser wishes to engage PFM and is willing to undertake to do so, subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Purchaser hiring PFM and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Definitions**

- 1. "Gross Receipts" means the total of all proceeds collected or resulting from the Performance.

**Business Address of Purpose-Full Ministries, Inc.**

- 2. Any payments by check or money order should be made out to “**Purpose-Full Ministries, Inc.**” PFM’s business address is as follows:  
 Address: P.O. Box 35684, Des Moines, Iowa 50315  
 Telephone: 877.651.4GOD (4463)  
 Fax: 515.280.7023  
 Web: [www.purpose-fullministries.org](http://www.purpose-fullministries.org) •E-mail: [info@purpose-fullministries.org](mailto:info@purpose-fullministries.org)

**Business Address of the Purchaser**

- 3. The Purchaser's business address is as follows:  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Web: \_\_\_\_\_ •e-mail: \_\_\_\_\_

**Venue**

- 4. The place of performance (the "Venue") is located at:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

**Performance**

- 5. The service to be provided by PFM is generally described as \_\_\_\_\_ (the "Performance").

### **Date and Time of Performance**

6. The date of the Performance is \_\_\_\_\_. The Venue will be available for set-up and sound check on \_\_\_\_\_ at \_\_\_\_\_ (am/pm). PFM shall provide to Purchaser a list of set-up requirements not less than ten (10) days prior to the Performance. Any deviation from the required set-up must be approved by PFM within seventy-two (72) hours prior to the Performance. Any deviation from the set-up requirements not approved by PFM within the stipulated time period may subject the Agreement to cancellation without further notice and the remaining balance of PFM's appearance fee and expenses payable immediately, all of which shall be at the sole discretion of PFM's representative.

### **Payment**

7. In full consideration for all services rendered by PFM at the Performance, the Purchaser agrees to pay PFM according to the following group sizes (*please check one*). "Group size" means the number of attendees you anticipate at your event.
- \$350.00 (Group size 1-99)                       \$500.00 (Group size 100-299)
- \$750.00 (Group size 300-499)                 \$1,000.00 (Group size 500-999)
- Group size of 1000 or more (*Call for a quote*)

Purchaser agrees to allow PFM to advertise and sell PFM products at Venue in accordance with Venue's policies and procedures. If Purchaser is renting the Venue, a copy of said Venue's policies and procedures shall be furnished to PFM not less than seven (7) days prior to the Performance. Unless otherwise stipulated, PFM will retain 100% of proceeds from the sale of its products.

8. If requested, the Purchaser agrees to provide PFM's speaker and/or representative with reasonable access to accounting records demonstrating the gross receipts relating to the sale of PFM products.

### **Deposit**

9. The Purchaser will pay to the Performer 50% of the seminar fee or \$\_\_\_\_\_ US Dollars as a deposit (the "Deposit") upon signing of the Agreement. If the Purchaser fails to provide the Deposit promptly within ten calendar days of the signed Agreement, PFM may cancel this Agreement without further obligation.

### **Performer Expenses**

- **Travel.** Purchaser shall provide one (1) round-trip airline ticket (coach fare) for PFM speaker. Ticket shall be purchased in advance by Purchaser, unless otherwise agreed upon between PFM and Purchaser, and sent to PFM **AT LEAST ten (10) working days prior to scheduled appearance.** Should a different mode of

transportation be desired, agreement must be reached between PFM and Purchaser at least one (1) week prior to scheduled appearance. Should PFM speaker agree to drive his own vehicle, round-trip mileage in the amount of 45¢ per mile shall be reimbursed to PFM by Purchaser. If Purchaser agrees to provide PFM speaker with a rental car for travel to Venue, then Purchaser agrees to provide for rental car fee and any applicable charges, including insurance and gasoline. Purchaser shall provide PFM speaker with a rental car during the length of stay, except where PFM speaker drives his/her own vehicle, unless otherwise agreed upon between PFM and Purchaser.

- **Lodging.** Purchaser shall provide PFM speaker with one (1) hotel room during the entire length of stay in Purchaser's locale, except as otherwise agreed upon between PFM and Purchaser. Purchaser shall inform PFM of the lodging arrangements and secure PFM's approval of said arrangements **no later than five (5) working days prior to the Performance.**
- **Food.** Purchaser shall provide PFM speaker with food expenses in the form of either a daily allowance, not less than \$35 per day (US), or as otherwise agreed upon by PFM and Purchaser.

#### **Payment of Balance**

10. Promptly after the conclusion of the Performance, the Purchaser will pay to PFM any outstanding balance of the Fee and other expenses incurred, per this Agreement, **in cash, money order, certified check, or as otherwise agreed upon by PFM.**

#### **Cancellation**

11. PFM reserves the right to cancel this Agreement without obligation upon notice to the Purchaser **prior to seventy-two (72) hours before the Performance.** In the event PFM cancels the Performance under the terms of this section, any Deposit will be returned to the Purchaser promptly.
12. The Purchaser reserves the right to cancel this Agreement without obligation upon notice to the Performer **prior to seventy-two (72) hours before the Performance.** In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Purchaser for any reason later than **seventy-two (72) hours before the Performance** will result in forfeiture of the Deposit.

#### **Non-performance by the Purchaser**

13. Those obligations of the Purchaser that are to be performed prior to the Performance of PFM are conditions precedent which must be performed in full by the Purchaser before PFM is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Purchaser will be in breach of this

Agreement and PFM will have no further obligations under this Agreement. **The Purchaser will forfeit any Deposit already paid to PFM.**

#### **Sound and Lighting Systems**

14. PFM will use the sound and light systems provided by the Purchaser. The Purchaser will provide and compensate personnel to operate as lighting technician and sound engineer. The adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser.

#### **Security Deposit**

15. PFM will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

#### **Force Majeure**

16. Neither PFM nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of PFM and the Purchaser.

#### **Sickness and Accidents**

17. PFM agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in PFM returning any and all outstanding deposits to the Purchaser.

#### **Music Selection**

18. The Performer will provide a song list to the Purchaser and any and all songs to be performed at the Performance will be selected from the Performer's existing song list.

#### **No Recording of the Performance**

19. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement, except as otherwise agreed upon by PFM. It is the responsibility of the Purchaser to enforce this provision.

#### **Advertising**

20. The Purchaser will be responsible for all promotion of the Performance. The Purchaser agrees to use its best efforts to promote the Performance through appropriate media. PFM will not be permitted to promote the Performance in any way without the consent of the Purchaser and will not be allowed to advertise or

promote the Performance through any means that is prohibited by relevant statute or that could be construed as offensive.

21. PFM agrees that the Purchaser may use the Performer's name, photographs, and other likenesses to promote the Performance. PFM will provide the Purchaser with copies of the Performer's promotional materials suitable for this purpose. The Purchaser's right to use PFM's name or name(s) of speaker(s)/representative(s) is limited to the period beginning with the Execution Date and ending upon completion of the Performance or upon cancellation of this Agreement.

### **Exclusivity**

22. PFM will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. PFM at the time of signing this Agreement will not be under any contract to a third party that might preclude PFM from fulfilling the requirements of this Agreement.

### **Indemnification**

23. PFM is responsible only for its own conduct. PFM will be compensated by the Purchaser for any and all damage done to PFM's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds PFM harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

### **Permits**

24. The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

### **Pyrotechnics**

25. No pyrotechnic devices will be allowed during the Performance, unless otherwise provided for. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

### **Security**

26. The Purchaser will take reasonable precautions for the safety of PFM's speaker and/or representative(s) and PFM's equipment during all aspects of the Performance and at all times while PFM'S speaker(s)/representative(s) and PFM's equipment are on the Venue premises. The Purchaser is also responsible to ensure that only PFM and its designated technicians and representatives are allowed on stage or in the backstage area.

**Picket Lines**

27. PFM's speaker(s) and/or representative(s) will not be required to cross a picket line established by a labor organization at the Venue nor will PFM be disciplined, or this Agreement be considered or deemed breached by PFM, by reason of PFM's refusal to cross such picket line.

**Governing Law**

28. The Purchaser and PFM submit to the jurisdiction of the courts of the State of Iowa for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Iowa.

**Covenant of Good Faith and Fair Dealing**

29. The Purchaser and PFM agree to perform their obligations under this Agreement, in all respects, in good faith.

**Miscellaneous Terms**

30. Time is of the essence in this Agreement.
31. This Agreement may be executed in counterparts.
32. PFM and PFM's crew will not be in possession or consume at the Venue any drugs or alcoholic beverages.
33. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images or language. If PFM violates this section, the Purchaser may immediately cancel the Performance and this Agreement.
34. PFM's representative warrants that by signing this Agreement it has the authority to bind PFM to the terms and conditions of this Agreement.
35. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
36. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

37. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by PFM or to PFM by the Purchaser, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
38. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon PFM's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Purchaser's successors and assigns.
39. PFM specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. PFM indemnifies the Purchaser for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.
40. The Purchaser will be responsible for providing suitable power and electricity for the Performance.
41. It is the intent of the parties to this Agreement that PFM is an independent contractor and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. PFM is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that PFM will enter other similar agreements with other purchasers.
42. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF PFM and the Purchaser have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Purchaser)

(Purpose-Full Ministries, Inc.)

Per: \_\_\_\_\_(SEAL) per: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
Performer 1 (Signature)

\_\_\_\_\_  
Performer 1 (Please Print)

*Thank you for your business. We look forward to serving you!*



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*Purpose-Full Ministries, Inc., is a fully faith-supported Christian ministry whose beliefs and values are based upon scriptural teachings. Our belief in God as Creator, His Son Jesus Christ as the world’s Redeemer, the gift of the Holy Spirit as the individual and corporate Guide to Christ’s church on earth, the authority of the scriptures—Old and New Testaments— as the infallible voice of God to mankind, and the reality of Christ’s soon return to earth compel us to share His unfailing love through a variety of mediums. With a view towards the eternal realities of God’s kingdom, Purpose-Full Ministries, Inc., is dedicated to encouraging and equipping individuals to discover and pursue their God-given purpose in life.*

•P.O. Box 35684 •Des Moines, Iowa 50315

•Tel: 877.651.4GOD (4463) •Fax: 515.280.7023 •Web: [www.purpose-fullministries.org](http://www.purpose-fullministries.org)

## **SET-UP REQUIREMENTS**

1. (1) Laptop computer, with Windows 98, 2000, XP, or higher operating system, and PowerPoint software.
2. (1) Projector, compatible with PowerPoint presentations.
3. (1) 10'x10' or larger screen, or similar backdrop suitable for viewing video presentations.
4. A sound system suitable for Venue, with DVD, CD and cassette players, and a microphone for PFM speaker. Additionally, microphones should be provided for participants' questions and comments.
5. (2) 8'-long tables for displaying PFM materials, and four chairs. Tables and chairs should be set up near the entryway of the auditorium or meeting room.
6. A podium for PFM speaker's notes.
7. 2 glasses of water, placed near the podium, for PFM speaker.
8. A dressing room for PFM speaker.

