



## Guest Agreement

This Guest Agreement ("Agreement") is made between **MAGFest, Inc.**, a Maryland non-profit corporation located in Baltimore, MD ("MAGFest") and **[Guest Name]** (the Guest, Voice Actor, Musical Act, Visualist, etc, hereafter referred to as the "Guest"), and lists out the details for the offer from MAGFest to the Guest to be a part of **[Event Name]** **[Year]** ("Event"), taking place **[Dates of Event]** in an all-digital format utilizing the **[Platform]** platform ("Platform"). MAGFest hereby engages Guest to deliver a live or pre-recorded speech, presentation, or performance ("Appearance") as further described in section Guest agrees to fulfill the engagement under the following terms and conditions.

**Compensation Details.** MAGFest will provide the Guest with the following compensation for their performance and participation at Event:

1. **Compensation:** Guest will receive compensation equal to **[Dollar Amount in Words (Dollars in Numbers)]** in the form of a check payable to **[Guest Point of Contact Full Name]** mailed to address provided by Guest within 7 (seven) days of performance. Guest may also opt for payment through PayPal and must provide a valid PayPal email address for payment. If payment is above \$600, the Guest is responsible for providing a valid W9 to MAGFest for taxation purposes.
2. **Self-Promotion:** Guest may opt to self-promote their own website or other social media outlets to elicit followers and/or sell merchandise through the Guest's own selling mechanism. MAGFest will not act as a pass-through sales entity and all sales taxes required are the sole responsibility of the Guest.

**Permission to Broadcast and Record and Grant of License.** The parties agree that MAGFest may broadcast, telecast, and transmit by wire, either live or as a recodation, and make visual, audio, and video recordings of Guest's performance, whether dramatic or non-dramatic, and include portions of such recordings in any media publications in any media. Guest grants MAGFest a non-exclusive, irrevocable, transferrable, royalty-free, fully paid-up worldwide perpetual right and license to its performance. Photographs, video, or recordings made by MAGFest will be used for both commercial and educational purposes and will be used to publicize Guest's upcoming presence as well as past presence at MAGFest events. Raw files for any recorded content may be provided by MAGFest upon the request of the Guest, but MAGFest is unable to make edits once content has been published, with the exception of fixing clear errors that are within capacity to correct.



**Publicity.** MAGFest shall be entitled to publicize Guest’s name, likeness, biography, and any social media made available by Guest to the MAGFest community, including the local public, utilizing materials provided by Guest to MAGFest. If materials are not provided by the Guest to MAGFest, MAGFest may use materials that are available publicly, such as from the Guest’s website. To the extent possible, Guest agrees to make at least one (1) social media post announcing their performance at the event on each major social media website (Facebook, Twitter/X, Instagram) no later than four (4) weeks prior to the event. Guest shall not publicize their attendance at Event before MAGFest publicizes their attendance unless otherwise granted express written permission.

**Readiness to Perform.** In the event the Guest is not ready to perform at their Engagement’s starting time, or if the Guest arrives at their Engagement in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Guest shall be deemed to have committed a material breach of this contract and MAGFest shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

**Content Requirements.** The Event has a published rating of “PG-15.” Unless otherwise arranged in advance with the appropriate MAGFest Department Head, content presented by Guest at Event must be appropriate for audience members as young as 15 years old. If questions arise about whether a Guest’s content falls within acceptable ranges of appropriateness, a rating guide should be consulted, or the content should be sent to the appropriate MAGFest Department Head in advance for screening and approval. Guest agrees that during a live Appearance, the actions contained within are for the sole purpose of the Agreement and are not simultaneously broadcasted or used for other purposes. Guest agrees to provide any pre-recorded materials to match the agreed-upon content as described in Attachment 1, in the required format, by the required submission method, by the required due date. [Up-to-date requirements are currently linked here.](#)

**Intellectual Property:** Contractor is responsible for obtaining the written consent of the owner of copyrighted material (if Contractor is not the owner) included in the Service(s), if any; and is responsible for the costs and fees of such consents. Contractor warrants that the contents of the Services do not violate the copyright, trade secret, trademark or other intellectual or proprietary rights of any third party or any applicable law, including export control law, obscenity laws or laws regarding consumer privacy. Contractor shall indemnify and defend MAGFest against and hold it harmless from any loss and/or expense of defense of the foregoing warranties except for material for which MAGFest is responsible for receiving permission. MAGFest shall have the right to control the defense and settlement of any claim of such breach or alleged breach and MAGFest may withhold any sums due the Contractor under this Agreement. Contractor will cooperate with MAGFest and provide reasonable assistance in



defending against any such claim. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.

**Independent Contractor.** The parties are independent contractors, and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws.

**Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, tornado, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances. Upon termination due to the events in this section, any monies pre-paid by MAGFest shall be returned within fifteen (15) days.

**COVID.** MAGFest will not be responsible for any costs associated with housing, transportation, food, or other expenses relating to border closures or other travel delays due to COVID-19.

**International Travel.** MAGFest will not be responsible for any costs associated with housing, transportation, food, or other expenses relating to issues stemming from international travel; Guest accepts any risk associated with international travel.

**No Assignment.** Neither party may assign this Agreement without the written consent of the other.

**Choice of Law and Forum.** If any portion of this Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions will remain in force. This Agreement shall be governed and construed in accordance with the laws of the **State of Maryland**, without regard for its choice of law rules. The parties agree that the jurisdiction and venue for any litigation are the courts located in the **State of Maryland**. This contract is for the performance of an event in **[Maryland]**. **Maryland** law shall govern the interpretation of the contract.

**Amendment.** This Agreement may not be amended except by a writing signed by both parties.



**Confidentiality.** The parties agree to maintain the confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Guest.

**Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

Approved and authorized by **[Guest Name]**:

Guest Representative Name: (Print) \_\_\_\_\_

Guest Representative Electronic Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by **[MAGFest Representative]**:

MAGFest Representative Name: (Print) \_\_\_\_\_

MAGFest Representative Electronic Signature: \_\_\_\_\_

Date: \_\_\_\_\_