

WILLIAM MARTINEZ PRESENTATION BOOKING AGREEMENT

This booking agreement is entered into as of October 24, 2022 by and between Reach Cyber Charter School ("Client"), 750 E. Park Drive #204, Harrisburg, PA 17111, and William C Martinez, LLC ("Presenter"), 10616 Irving Court, Westminster, CO 80031, and is effective immediately upon signing this agreement. The Client and Presenter agree to the following terms:

1. Engagement Date, Time And Place

This agreement concerns Presenter's live performance appearance for up to 180 minutes on Wednesday, August 23, 2023 at Lancaster Convention Center (the "Venue"), located at 25 S Queen St., Lancaster, PA 17603, (the "Performance"). The agreed Performance start time is: 8:30AM.

2. Confirming The Booking

Signing this agreement is confirmation of booking and acceptance of all the terms of the agreement ("Confirmation"). All bookings take effect immediately upon Confirmation. Non-communication after the agreement has been executed is not sufficient to cancel the booking or acceptance of these terms.

3. Fee

For these services, Client shall pay Presenter a flat fee of \$9,000 ("Performance Fee"). This fee is all inclusive, covering all performance costs, as well as lodging and travel expenses to and from the Venue. The Performance Fee must be paid to Presenter in full, by check payable to "William C Martinez, LLC", immediately after the completion of the Performance. Upon request, an invoice for the Performance will be sent to Client 30 days before the scheduled Performance.

4. Cancellations

Cancellation by the Client:

In the event that Client cancels the booking, Client agrees to inform Presenter immediately. Cancellations by Client will be bound to the following terms:

- a) Cancellation by Client within 48 hours of Confirmation will not carry a cancellation fee, unless the event date is within the following 7 days, in which case, the full Performance Fee is due.

- b) Cancellation by Client after 48 hours of Confirmation and up to 60 days from the event will result in a cancellation fee payable by the Client to Presenter in the sum of 10% of the full Performance Fee, plus any expenses already incurred by Presenter (for example, flight tickets).
- c) Cancellation by Client within 60 days of the event will result in a cancellation fee payable by Client to Presenter in the sum of 50% of the full Performance Fee, plus any expenses already incurred by Presenter (for example, flight tickets).
- d) Cancellation by Client within 14 days of the event will result in a cancellation fee payable by Client to Presenter in the sum of 100% of the full Performance Fee, plus any expenses already incurred by Presenter (for example, flight tickets).

All cancellation fees must be sent to Presenter within 7 days of Cancellation notice. It is Client's responsibility to ensure that the venue can accommodate Presenter. In the event the venue can not accommodate Presenter, Client is liable for any cancellation fees as detailed above.

Cancellation by the Presenter:

Cancellation by Presenter is not allowed for any reason, except circumstances covered by 'force majeure' (see clause 11). In the unlikely event that Presenter cancels the booking, Presenter agrees to inform Client immediately of the cancellation and make all reasonable attempts to find an amicable solution.

5. Billing

Presenter shall be referred to as "William Martinez" in all marketing and advertising materials. The Performance shall be titled, "The Power of Belonging". All advertising and online materials must also include a link to www.william-martinez.com.

6. No Recording, Transmission Or Broadcast/No Product Endorsement

- a) Client agrees that there shall be no recording, transmission or broadcast of the Performance, nor shall Client be entitled to any ancillary or secondary exploitation of Presenter's Performance at the Venue without current, express written consent of the Presenter.
- b) Client shall not allow any product endorsements or corporate sponsorships without the express written consent of Presenter.

7. Merchandise

Presenter shall be allowed to sell Presenter's albums and/or other promotional merchandise at the Venue. Client is not entitled to any of the proceeds therefrom. If Client purchases Presenter's album or merchandise with bulk pricing, all sales are final and non-refundable. Any defective merchandise will be replaced free of cost by Presenter.

8. Ownership

Client hereby acknowledges and agrees that the Performance and all other results and proceeds of Presenter's services (collectively, "Work") hereunder shall not constitute a "work-made-for-hire" as defined in the United States Copyright Act of 1976, that Presenter shall remain the author of said Work and the owner of all rights in and to the Work, in accordance with the terms and conditions herein contained, including, without limitation, the copyrights therein and thereto, throughout the universe in perpetuity. Nothing in this contract shall be interpreted as a transfer of any such rights to Client, nor as a grant of any license to Client.

9. Performance Rights

Client is responsible for verifying that the Venue has appropriate performance rights from the major PROs (Performance Rights Organizations). If not, it is the client's responsibility to procure appropriate performance rights from the major PROs.

10. Rider

This agreement is subject to a "Rider" containing the Presenter's requirements for audio/video, technical specifications, refreshments, etc. Please see full "Tech Rider" attached hereto for full details. By agreeing to this agreement the Client also agrees to the Rider.

11. Force Majeure

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the Presenter or Client, then the Presenter or Client may cancel this booking without penalty, other than loss of Performance Fee. Please note: that the COVID-19 pandemic is no longer an unforeseen event and therefore does not qualify under the Force Majeure clause.

12. Independent Contractors

Presenter and Client are independent contractors, and nothing set forth herein shall be construed to so as to form any partnership, joint venture, principal and agent, or other relationship between them.

CLIENT



10/25/22

Date

PRESENTER



Date