

PERSONAL APPEARANCE AGREEMENT

THIS PERSONAL APPEARANCE AGREEMENT is made on February 3, 2025, by and between Community Musician, Inc., (**the Sponsor**), a Company, having its principal place of business at 1920 McKinney Avenue, Dallas, Texas 75201 and David Morin, (**the Talent**), an individual, with a principle place of residence at Avenida Goleta 183, Mauricio Castro, 23443 San José del Cabo, B.C.S., Mexico, do hereby agree to the following:

Engagement and Schedule

The Sponsor hereby engages the Talent, and the Talent hereby accepts the engagement to appear as a Performer at Digital Fight Club – Music (“**DFC**”) at the venue Cannery Hall, located at 1 Cannery Row, Nashville, TN 37203, on **March 20, 2025**, starting at 5PM until Midnight, and at the payment agreed upon by the parties.

Equipments

Talent shall provide the following equipment; Self, Guitar, Loop Pedal, and Personal Instruments
Sponsor shall provide the following equipment; PA

Support Facilities and Services

At least two working days prior to the appearance the Sponsor shall insure that adequate support facilities are provided for the Talent and their equipment as follows: None

Use of name and Image

The Sponsor shall be entitled to use the name and image of the Talent in connection with the appearance. Talent's name may not be used or associated either directly or indirectly, with any product or service without prior written consent. Any requests for interviews must be in writing.

Promotions

Both Sponsor and Talent shall be responsible for promotion of the Appearance and shall cooperate with each other in promoting the appearance.

Recording/Photography

No audio or video taping broadcasts, reproduction or distribution of any part of Talent's appearance unless prior written permission is granted by Talent or his/her representative. Talent has agreed to permit use of his previously recorded song “Dreaming” on the DFC credential limited to 350 of Sponsor’s patented collectible music cards.

Cancellation of Appearance

The Sponsor may cancel or abridge the appearance event a minimum of 14 calendar days prior to its scheduled start without obligation to pay a fee; however, the full agreed upon fee shall be paid if cancellation is not delivered in writing (e-mail) 14 calendar days prior to the event’s scheduled start. Sponsor is responsible to provide the agreed upon equipment if any. In the event that the agreed upon equipment and support are not provided, the Talent may cancel or abridge the appearance; however, and the fee shall not be paid.

Payment

The Sponsor shall pay to Talent a **total fee of \$3,000.00** for the appearance. This fee shall be due, in full, unless the event is canceled a minimum of 14 calendar days prior to its scheduled start. The appearance may be extended provided that the Talent agrees. For that, an additional fee of \$0.00 per half-hour shall be due. The Talent may condition the extension of the appearance on prepayment. Talent has agreed to permit use of his previously recorded song “Dreaming” on the DFC credential limited to 350 of Sponsor’s patented collectible music cards, there shall be no additional fee paid for this limited use.

Food

Food and beverage shall be complimentary to Talent during the event.

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Transportation/Hotels

The Sponsor **will provide** all transportation and hotel accommodations to the Talent.

Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Force Majeure

Talent's obligations are subject to detention or prevention by sickness, inability to perform, accident, failure or delay of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, plagues, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, any act of any public authority or any other cause, similar or dissimilar, beyond Talent's control. In the event of illness, strike, Act of proportionate amount of payment may be due for any appearance(s) which Talent may have rendered up to God, governmental regulation of other force major occurrence, Talent is unable or is prevented from performing the engagement any part thereof, Sponsor shall be obligated and liable to Talent for such proportionate amount of payment may be due for any appearance(s) which Talent may have rendered up to the time of the inability to perform by reason of such illness or force major occurrence.

Amendments

This Agreement may be amended by the parties only by a written agreement.

Governing Law

This Agreement will be governed by the laws of the State of Texas without giving effect to any conflicts of laws provisions.

Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

The parties undersigned acknowledge that they have read the above terms and conditions and agree that they will be adhered to in detail.

Signatories

This Agreement shall be executed on the behalf of Community Musician, Inc. by Scott S. Arey, its CEO, and by David Morin.

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IN WITNESS WHEREOF, the parties hereto have executed this Personal Appearance Agreement as of date first written above.

COMMUNITY MUSICIAN, INC.

By:

Name: Scott S. Arey
Title: Chief Executive Officer

Address: 1920 McKinney Avenue,
7th Floor, Dallas, TX 75201

Email: sarey@communitymusician.com

DAVID MORIN

By:



Name: David Morin
Title: Artist

Address: Avenida Goleta 183, Mauricio Castro
23443 San José del Cabo, B.C.S., Mexico

Email: davidmorinmusic@gmail.com