

# CONVENTION | MODEL

LITERATURE HANDOUTS	US \$\$\$350.00 DAY
ULTRASOUND MODEL	\$390.00 -\$450.00 /DAY
DESK RECEPTIONIST/SALES ASSISTANT	\$375.00-\$450.00/ DAY
EXHIBIT BOOTH HOSTESS/HOST	\$375.00-\$450.00 /DAY
CROWD GATHERER/ FACILITATOR	\$375.00-\$500.00 /DAY
PRODUCT SPECIALIST	\$450.00-\$550.00 /DAY
DEMONSTRATOR	\$450.00-\$700.00 /DAY
NARRATOR/PRESENTER	\$990.00-\$1500. /DAY
FOREIGN LANGUAGE INTERPERTER	\$450.00-\$650.00 /DAY
SAMPLERS/BARISTA/BARTENDER	\$375.00-\$400.00 /DAY
COSTUME CHARACTER/MASCOT	\$400.00-\$500.00 /DAY
HOURLY RATE (4HOURS MIN)	\$55.00/HOUR
OVERTIME RATES / OVER 8 HOURS	\$55.00 -\$65.00 PER HR
OVERTIME RATES/NARRATION/DEMONTRATORS	PRO RATE HOURLY
COSTUMES- ANY TIME SPENT: FITTING, RENTAL, RETURN	\$45.00 PER HR



INFO@CONVENTIONMODEL.COM

972-266-0043

## ORDER FORM

Exhibiting Company _____	Event Contact Phone _____
Address _____	Event Location _____
City _____	Booth # _____ # of Models _____
State _____ Zip _____	Dates Required: (MM/DD)
Phone _____ Fax _____	Date _____ From _____ To _____ (am/pm)
Email _____	Date _____ From _____ To _____ (am/pm)
Event Name _____	Date _____ From _____ To _____ (am/pm)
Event Contact Person _____	Total Hours: _____ or Day Rate _____

\* A 10% AGENCY FEE IS ADDED TO FINAL INVOICE.  
 -BOOKINGS LESS THAN 72HRS IN ADVANCE WILL REQUIRE AN 18% AGENCY FEE.  
 \*\* ALL INTERNATIONAL CONTRACTING (INCLUDING CANADA, UK, MEXICO) ADD GST 7% TAX  
 \*\*\* ALL CREDIT CARD PAYMENTS ADD 3% TO TOTAL. 50% DEPOSITS ARE REQUIRED ON ALL ORDERS. BALANCE MUST BE PAID 7 DAYS PRIOR TO FIRST DAY OF SHOW

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## TERMS AND CONDITIONS APPLICABLE TO ALL ORDER FORMS SUBMITTED

1. CMLLC provides the services of models, actors and/or performers (“Talent”) to fulfill your requirements which may include, but are not limited to, exhibit hostesses/hosts, demonstrators/sales assistants, costumed characters, hospitality suite hostesses/hosts, narrators/presenters, interpreters or crowd gatherers. By submitting this Order Form you have requested CMLLC to provide Talent for your convention or event as specified on the Order Form. CMLLC shall use commercially reasonable efforts to provide you with the requested Talent, but at no time shall CMLLC be responsible for the appearance of, or for any discrepancy between a Talent’s photos posted on CMLLC’s website and their actual physical appearance at the time of an event. All services provided hereunder are provide “AS IS” WITHOUT ANY WARRANTIES, and **you expressly agree that you may not seek to avoid payment of sums due under this Agreement by asserting that a Talent does not look identical to their photos.**
2. You are hereby placed on notice that CMLLC has agreements in place that prohibit Talent from working directly for any of its customers, **including you**, in a similar capacity while under contract with CMLLC and for a reasonable period of time following the termination or expiration of their respective contracts with CMLLC. By submitting this Order Form to us you expressly agree that these post-engagement restrictions are reasonable and necessary to protect CMLLC’s investment in the Talent as well as its goodwill and business reputation in the marketplace. Further, to protect CMLLC’s goodwill and its investments in its marketing, business and professional relationships, you agree that for *18 months* after the conclusion of the event stated on this Order Form you agree you will not, directly or indirectly, solicit the employment of, or hire or retain any Talent placed by CMLLC with you.
3. In any lawsuit relating to or arising out of this Agreement, the prevailing party shall be entitled to recover their reasonable and necessary attorneys’ fees and court costs incurred in addition to all damages recoverable. CMLLC shall be entitled to seek equitable relief to prevent threatened or further breach of the non-solicitation provisions set forth in this Agreement, and if such injunction is entered, you agree to promptly pay or reimburse CMLLC for any costs and expenses (including, but not limited to, reasonable attorneys’ fees) actually incurred by CMLLC.
4. CMLLC provides all services set forth in this Agreement solely as an Independent Contractor. The parties acknowledge that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties.
5. You shall tender all payments due under this Agreement via wire transfer, credit card or PayPal. You are responsible for the payment of all transaction and/or processing fees arising from payments by credit card or PayPal.
6. In addition to the booking rates set forth in this Agreement you agree to pay an Agency placement fee equal to 10% of the total booking rates to be paid for a standard engagement. For a non-standard engagement, defined as a placement on less than 48 hours’ notice, you agree to pay an Agency placement fee equal to 18% of the total booking rates.
7. A payment of 50% of the total amount due under this agreement is required at time of submission of this Agreement. Payment must be made via wire transfer, credit card, or PayPal. The balance of sums due shall be paid no less than 7 days prior to your event. If you fail to pay the balance owed 7 days prior to your event, CMLLC may cancel your engagement, at its sole discretion, and keep all monies previously received without further liability or obligation to you as a liquidated damages penalty for your failure to perform this Agreement.
8. In no event shall CMLLC be liable for any indirect, special, incidental, or punitive damages arising from, connected with, or related to this Agreement, the breach thereof, or the performance of the services, whether or not such damages are foreseeable, and whether or not CMLLC or any subcontractor/independent contractor of CMLLC has been advised of the possibility of such damages, including, without limitation, loss of profits, loss of goodwill, and/or attorney’s fees. CMLLC's total liability arising from, connected with, or related to this agreement, the breach thereof, or the services shall not exceed the amount paid to CMLLC pursuant to this Agreement. **Furthermore CMLLC shall not be liable in any manner whatsoever for any of its subcontractors/independent contractors.**
9. If you cancel this Agreement prior to 30 days of the show, you will receive a refund of 50% of the price for the engagement. If you cancel less than 30 days prior to a show, you forfeit all sums paid and acknowledge that you will not be entitled to any refund.
10. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws principles. The state and federal courts located in Dallas County, Texas shall have exclusive venue and jurisdiction over all suits and proceedings arising out of or in connection with this Agreement.
11. Both parties to this agreement expressly and knowingly waive their right to a trial by jury in any dispute arising out of the performance or breach of this Agreement.
12. This Agreement represents the entire Agreement between the parties for the sourcing of Talent for the convention or event stated on this Order Form. Once accepted by CMLLC this Order Form becomes a valid, binding and fully enforceable legal agreement.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_