

The Teacher Agreement is executed on this day (listed above) between Sew Magical LLC (Referred to as "Organizer") and Teacher Name (listed above) (Referred to as "Teacher").

**Organizer Information:**

Name: Sew Magical LLC  
Address: 19728 Somerset Street, Orlando, FL 32833  
Phone: 407-504-9368

**Event Information:**

Event Name: Sew Magical Expo  
Event Dates: June 30 - July 2, 2023  
Location Name: Gaylord Opryland Resort and Convention Center  
Location Address: 2800 Opryland Dr, Nashville, TN 37214

**Purpose of the Agreement**

This Agreement was created in order to lay out the mutual understanding of both Organizer and Teacher in relation to the event information listed above. Organizer shall provide a classroom space to Teacher at the Location Address. Pursuant to this Agreement, Teacher commits to the opportunity to join the aforementioned event to convene at the Location Address and teach during the Event Dates.

**Agreement Acceptance, Eligibility, and Payment:**

This Agreement becomes binding and effective when it has been manually signed by Teacher (if submitted in paper form), submitted electronically by Teacher after signing the box on the electronic application form, or otherwise accepted by Organizer, and, in any event, acknowledged and agreed by Organizer in writing by providing Teacher a classroom space assignment confirmation or otherwise confirming in writing Organizer's class reservation. Organizers, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of Teacher hereto on this Agreement (if manually signed) which is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by signing the box on the electronic application form or otherwise, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Teacher agrees to teach all classes agreed-to. Organizer reserves the right to reassign classroom space in the event of a breach of agreement by Teacher. Organizer reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Organizer, including for ad insertions, sponsorships, or any other product or services offered by Organizer for which Teacher has a balance due. All fees paid by Teacher to Organizer are non-refundable except as specifically set forth herein. Teacher's payment obligations shall survive any termination of this Agreement.

**Term:**

This Agreement commences effective the date it becomes binding and effective per Section 2 and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.

**Nature of Operation**

- (a) Teacher shall perform and teach the agreed-to classes during the Event Dates.
- (b) The Teacher agrees to fill out the Class Information Form for each class agreed-to. This allows the Organizer to properly advertise the Teacher's class and the Students needs.
- (c) Teacher may procure displays given that such displays must be free standing and visible but not blocking other Teacher's shops participating at the Event. Teacher is not allowed to set up displays to be attached to the walls and/or columns of the Event Location.
- (d) Teacher may employ additional staff for their class(es) using its own cost.
- (e) Organizer shall provide teacher with tables, chairs, and electricity as the space and facility allows.

- (f) Teacher shall bring all necessary items to conduct their class(es), to include, but not limited to, machines, needles, notions, etc.
- (g) Organizer shall not be held liable for any loss, stolen, or damaged property of Teacher and shall not be obliged to carry insurance to cover the property of Teacher.
- (h) Teacher shall be held responsible and liable for any damage done to Location Address by Teacher during event dates.
- (i) Teacher shall allow Organizer to advertise Teacher name with the class on social media, websites, and pertinent advertising.
- (j) Teacher agrees to having themselves and staff be photographed or video-recorded during the event days for the Organizer's use for promotions and advertisement after the event dates. These images and videos may be used on platforms such as social media, Organizer's website, and print advertisements. The Teacher may request copies of these items for their own business use.
- (k) Organizer shall provide the following perks to the Teacher:
  - Free admission to all the event days for the Teacher and one employee of the Teacher
  - Discounted parking rates at the hotel

#### Payment Procedures

- (a) If Teacher has a signed Teacher Agreement and Vendor Agreement by the date of the Event, Organizer shall provide, at a minimum, a 10% booth discount
- (b) If Teacher does not have a signed Teacher Agreement by the date of the Event, Organizer shall pay Teacher \$50 per class at the conclusion of the above listed Event Dates.
- (c) Payments from Organizer to Teacher will be made via electronic payment of Organizers choice or cash. Teacher will be required to provide Organizer their email so Organizer may send their payment electronically.
- (d) A breach in this agreement by the Teacher will result in the Organizer sending the Teacher an invoice for half of the above payments and cost of staff tickets. This invoice will be paid by Teacher within five business days of receipt.
- (e) A breach in the agreement by the Teacher will result in no payment or discount from the Organizer.

#### Termination by Organizer:

Notwithstanding anything herein to the contrary, Organizer may terminate this Agreement at any time, including during the Event whereby Organizer may evict Teacher from the Event, without liability to Teacher of any sort, and without a requirement to pay Teacher, and without limiting any other remedy Organizer may have: (i) if Teacher fails to teach agreed-to classes; (ii) upon any breach or threatened breach of this Agreement by Teacher; (iii) if Organizer, in its sole discretion, believes the Teacher's exhibit and/or class is inappropriate for any reason, including, but not limited to, (a) if Teacher holds a class different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Teacher exhibits products or displays promotional materials that Organizer, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if Organizer becomes aware of any actual or alleged infringement of a third party's proprietary rights by Teacher in connection with Teacher's activities at the Event, or (c) if Teacher conducts an act that Organizer reasonably believes Teacher is not authorized to perform; (iv) if Teacher, in Organizer's opinion, fails to comply with the rules and regulations set forth by Organizer and Facility with respect to the Event, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event Teacher and/or Teacher and/or participant; or (v) if Teacher becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Organizer may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall not be liable to pay Teacher per guidelines outlined in "Payment Procedures" section.

#### Termination by Teacher:

Teacher may terminate this Agreement prior to 60 days from first Event Date giving written notice thereof to Organizer, which termination is effective upon Organizer's acknowledgment of receipt of such written notice. Upon Teacher's termination of this Agreement for any reason, Teacher will not receive any payments outlined in "Payment Procedures", as detailed in the Contract or on the electronic application form. If Teacher requests to

change any detail of their class(es) after entering into this Agreement, Organizer may choose to reject or grant such request in its sole discretion. Additionally, Organizer may require Teacher to change additional details of class(es) due to any Teacher change requests.

#### Cancellation of Event:

If Organizer cancels the Event due to circumstances beyond its reasonable control (including acts of God, natural disasters, fire, epidemic, acts of war and terrorism, government action, labor strike or unavailability of Facility), Organizer shall not be required to provide any of the terms outlined in the "Payment Procedures" section of this agreement. Under all circumstances, Organizer reserves the right to postpone, rename or relocate the Event or change the Event dates. If Organizer changes the name of the Event, relocates the Event to another facility within the same geographic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later than the originally scheduled dates. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph. Teacher agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

#### Assumption of Risks; Release:

Teacher expressly assumes all risks associated with, resulting from or arising in connection with Teacher's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Teacher has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Teacher shall insure its property against damage, loss and theft and agrees to not make any claims against Organizer or Facility for any loss unless due to the gross negligence or willful misconduct of Organizer or Facility. Neither Organizer nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Teacher. Neither Organizer nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Teacher hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Organizer or Facility. Teacher understands and agrees that the Event stages "Rain or Shine" and Teacher receives no allowance of any sort due to weather conditions. Organizer makes no representations or warranties, express or implied, regarding the quality or character of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility; the number, nature or quality of persons or organizations who will exhibit at or attend the Event; or any other matter, except as explicitly set forth herein. Teacher hereby accepts the Facility and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

#### Indemnification:

Teacher shall indemnify, defend (with legal counsel selected by Organizer) and hold Organizer and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Teacher's participation or presence in or at the Event, including the display and sale of goods and services by Teacher; (b) any breach by Teacher of any representations, agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Teacher is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation by Teacher of any law or ordinance (whether alleged or actual), including the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party; (e) any libel, slander, defamation or similar claim arising out of or relating to Teacher's actions; and (f) Teacher's acts that result in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.

#### Limitation of Liability:

Under no circumstances shall Organizer or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable to Teacher for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. This section shall survive any termination of this Agreement.

**Compliance with Laws; Taxes and Licenses:**

Teacher agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any applicable union labor work rules). Without limiting the foregoing, Teacher shall ensure that its class complies with the Americans with Disabilities Act and shall ensure the provision of auxiliary aids and services for its staff or attendees to enable effective communication with disabled Event participants. Teachers must comply with all applicable federal, state and local fire and safety regulations. Any space that does not pass inspection will be ordered closed until all identified hazards are corrected or removed. Teacher shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Teacher's activities at the Event. Teacher shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

**Assignment of Space; Classroom Space Occupancy, Use and Departure:**

Classroom space for the Event shall be assigned by Organizer in its sole discretion. Organizer reserves the right to change any aspect of the floor plan (including, but not limited to, size, shape and orientation) or to move Teacher to another similar size location prior to or during the Event for any legitimate reason, in Organizer's reasonable discretion. Teacher may not assign, sublet, share or license all or any portion of its space with any third party, except with the prior written consent of Organizer and only if such third party expressly agrees to these Terms and Conditions. Organizer shall specify the hours and dates for installing, occupying and dismantling classroom. If Teacher fails to complete installing its display in its assigned space at least 5 minutes prior to the class opening, Organizer shall have the right to take possession of the space and terminate this Agreement with no payment to Teacher. If Teacher, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Organizer contact immediately.

Teachers that leave excessive materials in their classroom space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. Unless approved in advance by Organizer in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Teacher to consumer; outside of agreed-to class kits between Organizer and Teacher.

**Reps, Warranties; Licenses; Communications:**

Teacher grants to Organizer a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Teacher in any directory (print, electronic or other media) listing Teachers at the Event, and to use those items in Organizer's promotional materials. Organizer shall not be liable for any errors in any listings or descriptions or for omitting Teacher from any directory or other lists or materials. When Teacher provides Organizer any text, graphics, photos, videos, or other material subject to copyright or other intellectual property protection (collectively, "Content"), Teacher grants Organizer a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Teacher represents and warrants that: (i) the Content is owned by Teacher such that Teacher holds the copyright) or Teacher has the legal right and license to use the Content and to grant Organizer the right and license to use the Content as provided herein, (ii) Organizer will not need to obtain licenses or permissions from any third party or pay compensation or royalties to any third party with respect to the Content; (iii) the Content does not infringe any third party rights (including, but not limited to, copyright, the right of publicity or privacy, or any other intellectual property right), and (iv) the Content complies, and Teacher complies, with all applicable laws related to the subject matter herein. Organizer

may also take photographs or videotape of Teacher's booth space, products, guests and personnel during, before, or after the Event, and use those photographs or videotape for any promotional purpose. Teacher understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Teacher. Organizer hereby grants to Teacher a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Marks") on Teacher's marketing materials solely and directly in connection with exhibiting at the Event. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time upon Teacher's breach of the terms of use of this license. Under no circumstances may Teacher ever modify in any way the Marks or other trademarks of the Event or of Organizer. By entering into this Agreement and providing contact information, including a telephone number, Teacher and its affiliates explicitly consent to being contacted by or on behalf of Organizer for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Teacher consent is not required to purchase any goods or services from Organizer.

#### Character of Displays; Use of Aisles and Common Areas; Sound:

Distribution of samples, printed matter of any kind, and any promotional material is restricted to the classroom space. Strolling entertainment or moving advertisements outside of Teacher's space, during the times of their classes, are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Organizer. All equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Organizer's sole discretion. Sound of any kind must not be projected outside of Teacher's classroom space. Teacher is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections.

#### Outside Exhibits/Hospitality Suites:

Teacher is prohibited, without Organizer's prior written approval, from displaying products or services, and/or other advertising material, in areas outside its classroom space such as, but not limited to, aisles, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Teacher is also prohibited from conducting unauthorized Facility tours. Teacher shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any Organizer-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through Organizer. If Teacher fails to occupy its classroom space for any reason during official Event hours, Organizer reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Teacher's name, but Teacher shall remain liable for such hotel or applicable venue fees.

Disputes: Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Organizer will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow and enforce the Agreement and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at [www.adr.org](http://www.adr.org). If Teacher commences an arbitration, Teacher will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Teacher must send written notice to Organizer and to the AAA, fully describing any and all claims. If Organizer commences arbitration against Teacher, Organizer will be responsible for filing fees and may provide written notice to Teacher at any physical or email address Teacher provided in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in Orlando, FL, except as otherwise agreed by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent

jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.

**Governing Law:** This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of Florida, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Teacher hereby submits to the jurisdiction of the federal and state courts located in Orange County, FL, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

**Miscellaneous:** This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Organizer and Teacher are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Teacher shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Organizer; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Organizer and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Organizer to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Organizer to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Organizer and Teacher relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Teacher relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Organizer. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Teacher represents and warrants that the party executing this Agreement on behalf of Teacher is duly authorized to act on behalf of Teacher and to execute this Agreement and legally bind Teacher to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.

Place your name below. This indicates that you agree to the above and are signing the Teacher Agreement.