DIGITAL ART FEST 2023 PARTNER AGREEMENT

THIS CONTRACT (the "Agreement") made and entered into this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

Afrofuturism Experience, Inc., Marley Digital Media, Inc.
of 1218 Hideaway Dr N., Saint Johns, FL 32259
(the "Client")

OF THE FIRST PART

- AND -

[Digital Art Fest '23 Partner]
(the "Partner")

OF THE SECOND PART

BACKGROUND:

A. The Partner is a professional entity known as "BUSINESS/ INDIVIDUAL NAME".

B. The Client wishes to engage the Partner subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Partner and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Definitions

1. "Gross Ticket Sales" means the total of all proceeds, less fees/cost collected or resulting from the Event Participation.
2. Any payments by electronic transfer or check should be made out to [PARTNER NAME]. The Partner's address is as follows:
   Address of the Partner
   Address:

Telephone: ( ) - Email: Payment Handle:

Address of the Client

3. The Client's address is as follows:
Address: 1218 Hideaway Dr N., Saint Johns, FL. 32259
Telephone: (323) 691-1362
Email: AfrofuturismExperience@gmail.com

Venue

4. The place of performance (the "Venue") is located at:
Name: WJCT Sound Stage
Address: 100 Festival Park Avenue Jacksonville, FL 32202
Telephone: _____

Services

5. The service to be provided by the Partner is described as one of the following:
Web3 Onboarding, Augmented Reality Wall Development, Virtual Reality Guardian Space Facilitation, Digital Art Gallery Development, Afrofuturism Fashion Show Curation, Artist Live Performance Curation, Closing Party Performance, and/or Other (the "Service" and as further described in any addendum to this agreement).

Date and Time of Services

6. The Service will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
8:00AM June 17, 2023	June 17, 2023	12:00PM	11:00PM

Payment

7. In full consideration for all services rendered by the Partner at the Performance, the Client agrees to pay the Partner the total of the minimum sum of $200.00 USD plus 50% of Gross Ticket Sales (the "Fee") generated from the Partner Services ticket sales group (e.g., Fashion Show, Virtual Reality Guardian Spaces).

8. The Client will charge admission to the Performance at a price of not less than $15.00 USD per person in advance or $25.00 USD at the door (see full ticket price schedules in Addendum). The Client may also permit free admission at its own discretion provided that the number of free tickets will not exceed five percent of the total number of tickets.

9. The Client agrees to provide the Partner with reasonable access to accounting records demonstrating the gross receipts relating to the Digital Art Fest 2023 Event.

Deposit

10. The Client will pay to the Partner $100.00 USD as a deposit (the "Deposit") by April 15, 2023. If the Client fails to provide the Deposit promptly by April 15, 2023, the Partner may cancel this Agreement without further obligation.

Partner Expenses

11. The Partner agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Partner whatsoever, except as expressly provided in this Agreement or submitted and approved by the Client as a budgeted line item at the Clients discretion.

Payment of Balance

12. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online transfer payment, unless ticketing processor partner requires a reserve hold to be administered (not to exceed 30 days after the event).

Cancellation

13. The Partner reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to June 3, 2023. In the event the Partner cancels the Performance or Services under the terms of this section, the Deposit will be returned to the Client promptly.

14. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to June 3, 2023. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Client for any reason later than June 3, 2023 will result in forfeit of the Deposit. Cancellation by the Client later than June 3, 2023 will also require payment of any outstanding balance of the full Fee.

Non-performance by the Client

15. Those obligations of the Client required to be met prior to the Event are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Event, or any show comprising the Event, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Partner will have no further obligations under this Agreement. The Client will forfeit any Deposit already paid to the Partner.

Security Deposit

16. The Partner will not be required to post a security deposit against any or all possible damage related to or arising from the Service rendered and/or Performance.

Force Majeure

17. Neither the Partner nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic/ pandemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Partner and the Client.

Sickness and Accidents

18. The Partner agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Partner returning any and all outstanding deposits to the Client.

Recording of the Performance

19. Recording or transmitting of the Performance will be permitted, with prior notice to Client.

Merchandising

20. The Partner may offer Professional Services, Merchandise and other such items for sale at the Event.

    The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising.

Exclusivity

21. The Partner will render service exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Partner at the time of signing this Agreement will not be under any contract to a third party that might preclude the Partner from fulfilling the requirements of this Agreement.

Indemnification

22. The Partner is responsible only for its own conduct. The Partner will be compensated by the Client for any and all damage done to the Partner's equipment by the Client, its agents or guests. The Client indemnifies and holds the Partner harmless for any and all property damage or personal injury that results from or is related to the Performance of Services that is not directly caused by the Partner.

Permits

23. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance of Services at the event.

Security

24. The Client will take reasonable precautions for the safety of the Partner and the Partner's equipment during all aspects of the Performance of Services and at all times while the Partner and the Partner's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Partner and its designated technicians and representatives are allowed on stage or in the backstage area.

Picket/Protest Lines

25. The Partner will not be required to cross a picket/protest line established by any organization at the Venue nor will the Partner be disciplined, or this Agreement be considered or deemed breached by the Partner, by reason of the Partner's refusal to cross such picket/protest line.

Governing Law

26. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida. The Client and the Partner each submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Covenant of Good Faith and Fair Dealing

27. The Client and the Partner agree to perform their obligations under this Agreement, in all respects, in good faith.

Miscellaneous Terms

28. Time is of the essence in this Agreement.

29. This Agreement may be executed in counterpart. Facsimile/Digital signatures are binding and are considered to be original signatures.

30. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Partner violates this section, the Client may immediately cancel the Performance of Services and this Agreement.

31. The Partner's representative (if any) warrants that by signing this Agreement it has the authority to bind the Performance of services to the terms and conditions of this Agreement.

32. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

33. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

34. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Partner, or to the Partner by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written

terms of this Agreement will bind the parties.

35. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.

36. The Partner specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Partner indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance of Services.

37. The Client will be responsible for providing suitable power and electricity for the Performance of Services.

38. It is the intent of the parties to this Agreement that the Partner is an independent contractor and will control the manner and means of the Performance of Services. The Client will control the scheduling of the Performance of Services. The Partner is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance of Services and it is expected that the Partner will enter other similar agreements with other clients.

39. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Afrofuturism Experience, Inc., and/or Marley Digital Media, Inc.

per: _____(seal)

_____

REAL NAME HERE

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Contract Addendum and Schedules:

PERFORMANCE OF SERVICES:

Web3 onboarding:
Assist attendees with setting up mobile Applications (e.g., Metamask, Trust Wallet, Adobe Aero) needed to get the full Digital Art Fest experience. This includes assisting with Web3 activations such as redeeming NFT Collectible passes to creating custom Metaverse enabled Avatars and answering general questions about advanced digital technology used at the Digital Art Fest.

Augmented Reality Wall/ Experiences:
Developing and/or curating interactive digitally augmented experiences through art, history, culture and into the future of digital design. This may include custom programming, design, and/or experience development from technical professionals in the field of advanced technology.

Virtual Reality Guardian Spaces:
Providing a Professional Virtual Reality Experience and/or demonstration in 20-30 minute reserved sessions. This includes assisting attendees in the guided instruction of VR headsets and controllers, safety precautions, and ensuring containment in the VR Guardian spaces. Additional private consultation, training and certification services may be offered to attendees as extended services by AF3 Partners.

Digital Art Gallery:
Designing and producing a curated digital art experience to be projection mapped on to the venue's projection screens. This may include content creation and technical assistance with installing and/or mapping content onto large-scale projection screens and/or other venue surfaces, in addition to setting up at the venue.

Afrofuturism Fashion Show:
Coordination of a team of individuals that include, designers, models, hair and makeup stylist professionals to execute the program vision of an Afrofuturism themed fashion show. Partners are able to sell their designs, offer their individual and/or collective services to the attendees and encouraged to exercise the venue in mutually beneficial economic means.

Artist Performances:
Live performances by local artist who's musical expressions meet that of the Afrofuturism themed Fashion show as complementary ambiance and transitional entertainment. Artist are expected to perform at least 2 songs and no more than 15-20 minutes of stage time.

Closing Party:
Includes hosting the closing of the 2nd Annual Digital Art Fest '23 in an epic Afrofuturism style mixed with Cos-play to the sounds of a curated Afro Beat fusion live DJ mix.

TICKET TYPE AND PRICING:

General Admission ($15-25):
Purchase early and save with the General Admission early bird ticket. This ticket will enables general admission to the 2023 Digital Art Fest and includes a special NFT collectible ticket for attendees with a valid digital wallet (e.g., MetaMask, Trust Wallet, Coinbase Wallet).

Note: this ticket does not include any reserved time virtual reality experiences, access to the Afrofuturism Fashion Show, or the Afro Beat Fusion closing party.

Digital Reality+ Experience ($45):
Virtual Reality Guardian Spaces: Reserve your VR experience with onsite professional VR guides featuring multiple VR adventures/demos available up to 30 minute pre-reserved sessions. Limited time/space will be offered, so be sure to reserve by booking your time as a Digital Art Fest '23 Digital Reality+ Experience.

This Pass Includes:
All General Admission PLUS
up to 30 Minute VR Experience (RSVP)
VR Guardian Space Access
NFT Collectible Pass (Digital Reality X)

VIP Ultra Experience ($75):
Afrofuturism Fashion Show:
Experience a one of kind curated fashion show of emerging fashion design and models in a larger than life digital environment mixed with physical and digital avatar based fashion from the future (VIP/Art Collector seating available).

Live Performances:
Emerging Artist Live Performances: Enjoy some of Florida's top emerging musical talent as the sound scape for the Afrofuturism high fashion show that is sure to place Duval as the emerging artist and talent showcase capitol in the state (VIP/Art Collector seating available); Come for the Fashion, stay for the closing party featuring Afro Beat Fusion.

Fashion Show Only ($35):
Afrofuturism Fashion Show
Experience a one of kind curated fashion show of emerging fashion design and models in a larger than life digital environment mixed with physical and digital avatar based fashion from the future (VIP/Art Collector seating available).

Closing Party featuring Afro Beat Fusion + Cos-play ($20):
Live Music performances leading into a Cosplay inspired closing party featuring special guest DJs playing Afro Beat, Dancehall fusion.