

## MASTERCLASS ENGAGEMENT AGREEMENT

This Agreement is made effective as of **04/16/2024** by and between **Diva's Music Production Label** (PRODUCER), of and **Cheryl Porter Method, LLC.** an Illinois Limited Liability Company (Representing Cheryl Porter Vocal Coach), of 8159 S. Homan Ave, Chicago, IL 60652. In this Agreement, the party who is contracting to receive services shall be referred to as "PRODUCER", and the party who will be providing the services shall be referred to as "CPM".

Cheryl Porter "CPM" has a background in vocal coaching, motivational and inspirational keynotespeaking, vocal workshops and masterclasses, etc. and is willing to provide services to PRODUCER based on this background.

PRODUCER desires to have services provided by CPM.

Therefore, the parties agree as follows:

### 1. DESCRIPTION OF SERVICES:

Days of work:

May 4, 2023: Inauguration 19:30-24:00

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May 5, 2023:

TV appearances in morning & 12 pm news

Masterclass 11:00-14:00

Lunch 14:00-15:30

Masterclass 16:30-17:30

Jury for Competition 19:00-23:00

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May 6, 2023

Masterclass 10:00-13:00

Lunch 13:00-14:30

Rec with Choir 15:00-17:30

Jury for Competition 19:00-23:00

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May 7, 2023

Awards 18:00

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May 8, 2023

TV appearance 10:00

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**Arrival date: May 2, 2023**

**Departure Date: May 9, 2023**

**2. PERFORMANCE OF SERVICES:** The manner in which the Services are to be performed and the specific hours to be

worked by CPM shall be determined by PRODUCER. PRODUCER will rely on CPM to provide services during the hours that are agreed upon to fulfill CPM's obligations under this Agreement.

**3. PAYMENT.** PRODUCER will pay an agreed upon fee to CPM for the Services in the amount of 10,000 euros per appearance day @ five (5) appearance days= 50,000 euro, of which 1/2 is due within 5 days of signing of this agreement and the remaining 1/2 of agreed upon fee is to be paid to CPM within 72 hours (3 days) of Masterclass engagement and before CPM is to begin travel to destination of scheduled masterclass engagement. CPM will notify PRODUCER that he is in receipt of total Masterclass fees and complete confirmation of masterclass engagement will take place then. PRODUCER may have the option to pay 100% of fees at any time after signing of agreement.

#### - REFUNDING OF FEES

o In the event of cancellation of masterclass engagement on behalf of PRODUCER (for any excuse), after 15 days of signing of this agreement, the ½ fee that has been paid within that time period shall not be refundable to PRODUCER. No additional fees shall be due and transaction and agreement between PRODUCER and CPM will be terminated.

o In the event of cancellation of masterclass engagement on behalf of CPM (for any excuse), after receiving the ½ payment within 15 days after signing of this agreement, CPM agrees to refund the ½ payment to PRODUCER within a 30 day period of cancellation request made by CPM. No additional fees shall be refunded and transaction and agreement between PRODUCER and CPM will be terminated.

**4. SUPPORT SERVICES:** PRODUCER will provide the following support services for the benefit of CPM:

1. Flight: Two (2) first class arriving from Italy, departing to Chicago.
2. Hotel: Presenter will cover one (1) suite hotel room, minimum of 4 stars.

Additional:

1. Presenter will provide transportation to and from airport on arrival and departure
2. Presenter will provide transportations to and from hotel to venues

**5. TERM/TERMINATION:** This Agreement shall terminate automatically upon completion by CPM of the Services required by this Agreement.

**6. RELATIONSHIP OF PARTIES:** It is understood by the parties that CPM is an independent contractor, and not an employee of PRODUCER. PRODUCER will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CPM.

**7. INTELLECTUAL PROPERTY:** The following provisions shall apply with respect to copyright able works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. CPM's Intellectual Property: CPM and Cheryl Porter personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by CPM (or CPM's employees, if any) during the term of this Agreement shall be the property of CPM, subject to the irrevocable right and license of Cheryl Porter Method, LLC. to make, use, and/or sell products and services derived from any such Intellectual Property without payment of royalties. Such rights and license will be exclusive for the term of this Agreement, and any extensions or renewals of this Agreement. After termination of this Agreement, such rights and license shall be nonexclusive, but shall remain royalty-free. Each party shall execute such documents as may be necessary to perfect and preserve the rights of either party with respect to any such Intellectual Property.

**8. NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, with registered mail and addressed as follows:

IF for PRODUCER:

IF for CPM:

**Cheryl Porter Method LLC**  
**8159 S. Homan Ave**  
**Chicago, IL 60652**

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**9. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**10. AMENDMENT:** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**11. SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall

be deemed to be written, construed, and enforced as so limited.

**12. WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois.

Party receiving services:

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By: \_\_\_\_\_

\_\_\_\_\_

Party providing services:

Cheryl Porter Method, LLC

By: \_\_\_\_\_

Cheryl Porter (Vocal Coach)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

## Audit Log

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