

## PERFORMER & CANNABIS MARKETING AGREEMENT

This agreement is made on (date) between \_\_\_\_\_ (Company) and \_\_\_\_\_ (Performer)

Term: This agreement will become effective on today's date and continues for one year or until terminated by Company.

Independent Contractor Status: It is the express intention of the parties that Performer is an independent contractor and not an employee, agent, joint venturer or partner of Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Company and Performer. Both parties acknowledge that Performer is not an employee for state or federal tax purposes. Performer shall retain the right to perform services for others during the term of this agreement.

Services To Be Performed: Performer has a distinct brand and identity and desires to utilize co-branding and marketing with Company for mutual benefits. Company will coordinate and direct the creation of a "strain" or "strains" of cannabis for purposes of legal sale. Company will utilize Performer's stage name and any other trademarked identity to market the cannabis for legal sale. Company will create distinct packaging and promotional materials. Performer licenses the use of the stage name and other identified trademarked names, and will utilize social media, appearances, other media platforms, and appearances to promote Company and the above referenced cannabis.

Category Exclusivity: Performer agrees to not enter into any like agreement with a competing company in the cannabis industry space for the period of the term. Competing company is defined as any business that sells, distributes, operates, or manufactures cannabis related goods or services.

Sales Support: Performer agrees to engage sales support activity during the term to promote sale of product. Sales support to include but not limited to appearances, product placement segments, and social media activation as outlined below

Appearances: Performer agrees to a minimum of three (3) appearances at Company selected events during the term. Performer agrees to a minimum of two hours for each appearance. Company shall provide notification to Performer no less than 60 days prior to appearance date. Performer will use best efforts to appear at each appearance as chosen by Company. Appearances may include but are not limited to the following:

[Event] [Date] [Location]

Product Placement Segments: Performer agrees to use best efforts to include product placement in a minimum of two (2) video segments during the term of the agreement, herein referred to as "product placement segments". Product placement segments are defined as prominent inclusion of Company product in video content developed and distributed by Performer during the period, to include but not limited to YouTube videos or other video content broadly distributed by Performer. Performer agrees that product placement segments and distribution shall be mutually agreed.

Social Media: Once per month during the term, Company will provide Performer with images and copy for purpose of social media posts to Performer social media channels to include but not limited to Facebook, Twitter, and Instagram. Performer agrees to promote product through social channels whenever possible and will use best efforts to frequently post to social channels including but not limited to the one monthly post outlined above.

Payments: In consideration for the marketing services and licensing of trademarked Performer Name, Company shall pay Performer a fee of \$\_\_\_\_\_ (herein referred to as "the fee") and a fee of \$\_\_\_/unit from sale of above referenced cannabis (herein referred to as "commissions"). Fee payments shall be made as follows: \$\_\_\_ within 30 days of contract signing, \_\_\_ upon delivery and execution of the first appearance, and \$\_\_\_ upon delivery and execution of the final two appearances and distribution of the product placements. Performer will supply an invoice for payments that coincide with the above referenced payment schedule including preferred method of payment to either a bank account or physical address.

Commission payments will be made as follows: Company will pay a flat fee of \$\_\_\_ to Performer for every \_\_\_ units sold from vapor pen sales and packaged eighths of dry flower buds. Additional items for branding may be available upon request. Company shall issue monthly sales reports to Performer for purpose of tracking sales.

As Performer is not Company's employee, Performer is responsible for paying all state and federal taxes.

Expenses: Performer shall be responsible for all costs and expenses incident to the performance of services for Company. Performer is responsible for all payments to their talent agent, if that agency relationship exists.

Readiness to Work and Supplies: Performer will supply all materials, social media, accessories, tools, equipment, and instrumentalities required to perform the services under this agreement. Performer will make best efforts to communicate with Company and promote Company and above referenced cannabis.

Entire Agreement: This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**PERFORMER:**  
[Name]

**COMPANY:**  
[Name]