



EARTHDANCE INTERNATIONAL

www.earthdance.org

EARTHDANCE 2010 EVENT PRODUCER AGREEMENT

This is an Agreement between the Producer (hereinafter “Producer,” “You,” or “Your”) and Earthdance International, a California 501c3 non-profit corporation, with its principal place of business at 1286 Folsom, San Francisco, CA 94103 (hereinafter “Earthdance International” or “Earthdance”) for the production of a 2010 Earthdance event at the indicated location.

Status as a Producer for 2010 will be made official when this contract is approved by Earthdance International and a confirmation email is sent to the Producer. Once the Producer and event are approved, they will be represented on the Earthdance International (www.earthdance.org) and Earthdance Network (www.earthdancenetwork.com) websites, and in ongoing communications and promotions for the 2010 Earthdance Global Festival for Peace.

As an Earthdance Producer, I agree to the following:

TERM OF AGREEMENT

The Term of this Agreement is from the date of its acceptance and approval by Earthdance International through the end of 2010.

USE OF EARTHDANCE TRADEMARKS

I will use the Earthdance name and logo and the phrase “Prayer for Peace” for my 2010 event according to the guidelines below:

The Earthdance name and logomark and the phrase “Prayer for Peace” may be used only for approved 2010 events, and must be used in the original form and following any guidelines provided by Earthdance.

The name of event as indicated in all communications and messaging must be by its city location name in addition to “Earthdance,” for example: “Earthdance Barcelona.”

Earthdance logos (and other graphics) representing Earthdance International, Earthdance Network and the 2010 event, and linking to the Earthdance International and Earthdance

Network websites, must be used with no modifications and displayed according to any supplied guidelines.

Graphic modification of the basic Earthdance logo for use in branding and promotional material for a 2010 event only is allowed if it includes the event name and year (for example, "Earthdance Curitiba 2010").

Use of the the Earthdance name or brand or the "Prayer for Peace" phrase for any commercial merchandise must be approved in writing by Earthdance and will only be authorized for limited use for 2010 event-branded merchandise.

Use of the Earthdance name or brand or "Prayer for Peace" in the name of your production company or any other entity, product or service is not permitted.

EARTHDANCE INTERNATIONAL AND EARTHDANCE NETWORK WEBSITE LINKS

All Earthdance Event Producers must include the Earthdance logo and website URL (www.earthdance.org) prominently on all event promotion materials, including websites other than the Earthdance Network. (The Resources section of the Earthdance International website contains logos, graphics and usage guidelines: www.earthdance.org/resources.)

Producers must use the designated versions of the logo and messaging for the 2010 event when referring or linking to the official Earthdance International (www.earthdance.org) or Earthdance Network sites (www.earthdancenetwork.com).

THE PRAYER FOR PEACE

Producer agrees to promote the Prayer for Peace (a four minute music track with voiceover) as a component of Producer's event and observe the Prayer with the event attendees at the designated time. Producer understands that the track can be played as is, or instrumental only with live reading of the prayer by a local participant (downloadable files are available on the Prayer for Peace section of the Earthdance International website : www.earthdance.org/prayerforpeace).

CHARITY SELECTION AND PROMOTION

Producer agrees to select one or more local (preferred) or international charities to promote in Producer's promotional materials, on Producer's website pages and at Producer's event. Charities should be invited to the event, given space to display information, collect petitions, etc. and participate in the event presentations as fitting to the event program. Producer will receive permission from its chosen charity for the use of Charity's name and trademarks on Producer's event website.

Earthdance International will promote Producer's chosen charity by listing it and its website link or email address on the Earthdance International website and in other communications and messaging regarding the 2010 event.

Earthdance International recommends charities that address one or more of the following areas:

- * Organizations that help Promote Peace
- * Environmental Protection & Sustainability
- * The Welfare of Children
- * Urban Youth
- * Indigenous Peoples
- * International Relief and Development

NOTE: See the list of charities supported in the past at www.earthdance.org/charities.

FINANCIAL SUPPORT FOR CHARITIES

Paid events that make a profit beyond event expenses (including *reasonable* Producer's fees) must make a 50% donation to their designated charity or charities.

EARTHDANCE INTERNATIONAL SUPPORT DONATION

To support Earthdance International's coordination and promotion of the multi-location Global Festival for Peace and the Prayer for Peace, each paid event is asked to donate US\$1.00 of each ticket sale to the Earthdance International 501c3 non-profit, payable within thirty (30) days after the event. Upon Producer's acceptance of this Agreement, Paypal and wire transfer information will be sent under separate cover.

NOTE: Beginning in 2010 Earthdance is offering a global ticketing service for the benefit of all Paid Event Producers. The service does not require payments by Producers, and provides an easy-to-use system for managing events and charitable contributions. US\$1.00 of each ticket sale will be donated to the Earthdance International 501 3C non-profit for its support and promotion of the Earthdance International Festival of Peace. Information on this service will be provided to all registered Producers once registration is approved.

EMAIL COMMUNICATIONS

All producers are required to read and respond within a reasonable period of time as requested to any emails from Earthdance. Information exchange is vital to the collective success of all events.

DURATION OF EVENT

Producer agrees to limit the duration of the Event to one day and one night, or two days and one night, unless a separate agreement is made with Earthdance International, in the form of an addendum to this agreement.

ALTERNATIVE OR ADDITIONAL DATE FOR 2010 EVENT

In 2010 Earthdance is cooperating with one or more organizations in planning a second synchronized event on September 25 called "the Prayer for Peace in the Holy Land " and is encouraging the Earthdance community to participate. Additionally, this date may be used as an alternative (or additional) event date for registered Producers. Requests to schedule the alternative date should be sent to registration@earthdance.org.

THE POST-EVENT FORM

The Post Event Form, which will be provided to all Producers immediately after the 2010 event, must be filled out by November 1, 2010. Producers must have completed the prior year Post Event Form before being authorized as a Producer in the current year.

LICENSE OF TRADEMARK

Earthdance hereby grants to Producer for the Term of this Agreement as recited herein the non-exclusive right and license to use in the United States and the world the Earthdance Trademarks in conjunction with the event.

Earthdance shall provide Producer with appropriate artwork in electronic format as requested by Producer, which shall include instructions for display of Earthdance Trademarks.

Producer acknowledges Earthdance's exclusive rights in Earthdance's trademarks (hereinafter referred to as "Earthdance Trademarks") and acknowledges that Earthdance Trademarks are unique and original to Earthdance and that Earthdance is the owner

thereof. Producer agrees that its use of Earthdance Trademarks inures to the benefit of Earthdance. Producer shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Earthdance's exclusive right and title to Earthdance Trademarks or the validity thereof.

Producer acknowledges that the Earthdance Trademarks have acquired secondary meaning.

The use of Earthdance Trademarks by Producer is limited to identification of Producer as a local producer of an event. Producer may not grant any sublicenses to any third party.

REPRESENTATIONS AND WARRANTIES

Producer hereby represents, warrants and covenant that: (i) Producer has full authority to enter into this Agreement; and (ii) Producer shall comply with all federal, state, and local laws, regulations and ordinances in the production of event.

INDEMNIFICATION

Producer shall defend, indemnify, and hold Earthdance harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) for (i) the breach of its representation and warranties, and (ii) and all claims against Producer arising out of the local production of event.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event that any suit, action or other legal proceeding shall be instituted by either party under or in connection with this Agreement, each party shall submit to the jurisdiction of any California court of competent jurisdiction located in the state of California, and further agrees to comply with all the requirements necessary to give such court jurisdiction, or to the jurisdiction of any United States court of competent jurisdiction, and further agrees to comply with all the requirements necessary to give such court jurisdiction. This Agreement constitutes the entire understanding between the parties hereto and may not be modified except by a written instrument duly executed by the parties hereto or their assignees or authorized representatives. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

ADDITIONAL COLLABORATION AND PARTNERSHIP OPPORTUNITIES

NETCASTING IN 2010 – Producers may participate in this year's multi-location netcast on Earthdance.TV. Information will be provided to all registered Producers. Those indicating interest will be sent guidelines for planning and executing a live video program, and connecting the event's video stream with the Earthdance.TV website.

PARTNER EVENTS – Earthdance International 5013C non-profit and its sister organization Earthdance Global LLC are offering opportunities for media, product sales and sponsorship partnerships. Information will be provided to all registered Producers.

EARTHDANCE ORGANIZATION

EARTHDANCE INTERNATIONAL 501c3 NON-PROFIT – *Earthdance International 501c3* is a California-based non-profit organization dedicated to ‘Building a Culture of Peace.’ EDI coordinates the annual Earthdance Global Festival for Peace with participating event producers, private party hosts and individuals from over 60 countries. Each paid Earthdance event agrees to donate at least 50% of its profit to a local charity in the areas of peace, sustainability and social justice.

EARTHDANCE GLOBAL LLC – In support of the non-profit, *Earthdance Global, LLC* is a triple-bottom line business venture, developing an online global community with a platform for social networking; live media programs; music and media distribution; globally and locally synchronized events for peace and sustainability; activist and philanthropic initiatives; and a conscious commerce marketplace for socially responsible products and services.