

## CONTRACT



**Event Sponsor** Lawless for Maryland

**Date** Thursday, October 14th, 2010

**Location** Baltimore, MD

**Speaker**

**Honorarium** USD

**Travel**

**Event Details**

**Event Itinerary**

FUNCTION	DATE	START	END	NOTES
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**Payment Terms**

Honorarium - USD due after speaker acceptance.

Airfare expenses to be paid by client's credit card at the time arrangements are made. Hotel room (including meals) and car service expenses (if applicable) to be arranged by and direct billed to client. Any out-of-pocket expenses incurred by the speaker such as meals, taxi fares or any other expenses made necessary by 's trip will be invoiced following event.

**State Taxes**

If host organization is required to withhold state income tax on behalf of the speaker, that amount shall be added to the total speaker fee, resulting in the total gross speaker fee paid to Premiere Speakers Bureau ® the same amount as agreed to within this invitation.

*The event cannot be publicized until the offer has been accepted.*

**Terms & Conditions**

### Parties to the Agreement

The Parties to this agreement are Premiere Speakers Bureau ("PSB") and (Sponsor). Both Parties warrant that they are duly authorized to enter into this agreement on behalf of the sponsoring organization or accept personal responsibility for the terms of this agreement. PSB is the booking agent for the speaker, however the speaker is an independent contractor and in exclusive control over the means, method & details of fulfilling the services outlined in the contract. PSB is not responsible for any act or omission of the speaker. Neither party to this agreement is the agent of the other or in any kind of joint venture or partnership. As this contract is for personal services, the agreement is not assignable to any other party without prior written approval from PSB.

### Dispute Resolution

The payment terms of this contract, as listed on page 1, are of essence to this contract. The failure to pay according to this schedule is considered material breach of the

contract, and an acceptance of the fee by PSB after this date is not to be considered a waiver. Any conflict or dispute of this agreement shall be adjudicated by binding arbitration by a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association at the location of Franklin, Tennessee. The arbitrator, to be selected by PSB, shall have the power to award damages, costs and attorneys' fees in his/her discretion and subject to the principles of equity. The sponsor agrees to reimburse PSB for any expenses incurred collecting any and/or all of the payments due under this contract. This contract is to be construed under Tennessee Law, and the parties submit to the Jurisdiction of Williamson County, Tenn.

#### **Cancellation Terms when Sponsor Cancels**

In the event that the Sponsor fails to abide by the payment terms or there is another material breach of the contract, the speaker will be informed of the Breach and the speaker will not be required to speak at the contracted event. In the event of any cancellation initiated by the sponsor due to a material breach, sponsor agrees to surrender the deposit if the cancellation is made in advance of sixty (60) days of the event. The sponsor agrees to surrender the entire amount if the cancellation is made within sixty (60) days of the contracted date.

#### **Cancellation Terms when Speaker Cancels**

The speaker may cancel the agreement for the following reasons: Superseding contractual agreement, illness, Force Majeure, Death of Immediate Relative or information relating to the sponsoring organization or event that creates a substantial Public Relations or Conflict of Interest issue. In the event the speaker cancels for one of these reasons, the sponsor will be reimbursed their money (once refunded to PSB by the speaker) if PSB cannot provide the sponsor with another speaker which is acceptable to the sponsor. Damages for cancellation under any circumstance are limited to the refund of this money. No consequential damages or anything similar are allowed for under this contract.

#### **Indemnification**

The Sponsor agrees to Indemnify PSB from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third Party claim, action, or proceeding, based directly or indirectly on any breach of its warranties contained herein or arising from or relating to its performance under this Agreement. In no event shall Damages exceed the amount already paid by sponsor as the fee to the speaker. The Sponsor shall not agree to any settlement offer or terms unless approved by PSB and Speaker.

#### **Taxes & Fees**

The Sponsor shall pay any and all Federal or State Amusement or similar taxes. Notwithstanding the preceding sentence, each party shall be responsible for their own U.S. income taxes. Non-U.S.A. sponsors agree to pay all associated taxes enforced by the hosting Country.

#### **Expenses**

The Sponsor shall be responsible for all reasonable expenses in addition to payment(s)

for the Engagement unless otherwise negotiated as a No Surprises fee, a Flat fee, or an All Inclusive fee. Expenses for the Speaker will include airfare, local lodging and meals, taxicabs or limousine fares and any other expenses made necessary by the Speaker's trip to, presence in, or trip from the city in which the program is presented, unless explicitly defined otherwise on page 1 of this agreement.

### **Venue & Event Requirements**

The Sponsor shall provide a well-heated (or cooled as the case may be) well-lit, safe and appropriate Venue for the Engagement. All equipment and facilities shall be in good working condition together with the necessary stage, accessories and properties including without limitation, microphones and amplification system. The Sponsor shall abide by all building code requirements. No additional appearances or activities shall be planned by the Sponsor or sponsor nor expected of the Speaker unless expressly contained as part of the terms of this Agreement. The fee listed is understood to be for the Engagement (i.e., the speech or other performance) only; any additional activities must be negotiated independently with PSB and set forth in writing. Any material change in the nature of the Engagement shall constitute a breach of this Agreement. In the event that the Speaker has any specific requirements, including without limitation, the need for any special equipment, any such requirements shall be provided in writing and shall be attached to this Agreement as an Addendum.

### **Recording Prohibited**

It is agreed that the Engagement, including without limitation the Speaker's address, may not be recorded by any means, including without limitation, on audio tape, video tape or film, nor may it be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of PSB. All materials provided by the speaker are protected by Copyright Laws of the USA.

### **Confidentiality**

The sponsor agrees to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained in the contract and/or associated with the appearance by Speaker. Any breach of this confidentiality shall be deemed a material breach of this Agreement for which the breaching Party shall be held liable for any resulting damages.

### **Force Majeure**

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Parties of such force majeure condition and reschedule the event for a time after the Force Majeure occurrence has ended.

### **Separability**

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect

and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

**Interpretation**

This Agreement has been entered into after review and negotiation of its terms by the Parties hereto, who have both had the opportunity to be represented by counsel. The Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party on grounds that this Agreement or any provision thereof was drafted or proposed by such Party.

**Entire Agreement**

This Agreement sets forth the entire understanding between the Parties; it shall become effective when a fully executed original is received by PSB and payment terms are followed. This Agreement may not be altered, changed, modified or waived in whole or part except by another agreement in writing signed by both Parties. An executed facsimile copy or photocopy of this contract shall be deemed an original.

**Accepted by**

Premiere Speakers Bureau®  
(Federal Tax ID 65-0966176)

Lawless for Maryland

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Shawn Hanks

Date:

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Lawless for Maryland

Date: