

CONTRACT



Event Sponsor

Santa Rosa City Schools

Virtual Date Range [Detailed Itinerary Below](#)

Monday, November 2nd, 2020 to Wednesday, May 19th, 2021

Location

VIRTUAL PRESENTATION

Speaker

Dr. Catlin Tucker

Honorarium

\$51,352

Event Details

Event Name

Virtual Training

Approx Audience Size

1200

General Audience Description

Administrators and Teachers

NOTE: Price of Contract is \$47,500 (Total 5 full-days of PD at \$9500 each day, split into 2 and 3 hours sessions throughout). California State Tax has been added on top of the \$47,500 at 7.5% totaling \$3852 added on top of \$47,500 so payment after CA State Tax withholding the amount paid to Premiere, in the end, is \$47,500)

Event Itinerary

FUNCTION	DATE	START	END	NOTES
Virtual Training	11/02/2020	9:00 AM PST	12:00 PM PST	Half Day Virtual Training - Administrators
Virtual Training	11/18/2020	8:30 AM PST	10:30 AM PST	2 hour Training Session - All 1000 Teachers (Webinar Format)
Virtual Training	12/01/2020	9:00 AM PST	12:00 PM PST	Half Day Virtual Training - Administrators
Virtual Training	12/09/2020	8:30 AM PST	10:30 AM PST	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	12/16/2020	8:30 AM PST	10:30 AM PST	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	01/13/2021	8:30 AM PST	10:00 AM PST	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	03/10/2021	8:30 AM PST	10:30 AM PST	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	03/24/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)

Virtual Training	03/31/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	04/14/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	04/21/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	04/28/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	05/12/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)
Virtual Training	05/19/2021	8:30 AM PDT	10:30 AM PDT	2 hour Training Session - 100 Teachers (Zoom Meetings Format)

All times in Pacific Time (US & Canada)

Publicity

Sponsor to provide virtual platform (Zoom) and host for each session. Virtual Platform Tests to occur at speakers request.

Payment Terms

Honorarium #1 - \$12,838.00 due 11/20/2020
Honorarium #2 - \$12,838.00 due 02/01/2021
Honorarium #3 - \$12,838.00 due 04/01/2021
Honorarium #4 - \$12,838.00 due 06/01/2021

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.

*This invitation is pending approval by Dr. Catlin Tucker.
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® (“Bureau”) and Santa Rosa City Schools (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. Bureau is the booking agent for the speaker; however, the speaker is an independent contractor and in exclusive control over the means, method and details of fulfilling the services outlined in the contract. Bureau 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 type 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 Bureau.

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 Bureau 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 Bureau, will have the power to award damages, costs and attorneys' fees in his/her discretion and subject to the principles of equity. Sponsor agrees to reimburse Bureau 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 deliver content for the contracted event. In the event of any cancellation initiated by the sponsor due to a material breach, Sponsor agrees to surrender 50% of the Speaker honorarium if the cancellation is made in advance of sixty (60) days of the event date. Sponsor agrees to surrender the entire amount if the cancellation is made within sixty (60) days of the contracted event 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, Bureau will make a good faith effort to provide a similar speaker to Sponsor. If a suitable replacement speaker is not approved by Sponsor, Bureau will refund Sponsor's speaker funds once received from speaker. Damages for cancellation under any circumstance are limited to the refund of this money. No consequential damages or anything similar are allowed under this contract.

Indemnification

To the extent allowed by law, the Sponsor agrees to indemnify Bureau 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 Bureau.

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 production expenses in addition to speaker fee payment(s) for the engagement. If Speaker is required by this contract to travel to a production facility, Sponsor will be responsible travel expenses. Unless explicitly defined otherwise by this agreement, expenses for the speaker may include airfare, lodging and meals, taxicabs or car fares and any other expenses made necessary by the speaker's trip.

Production Requirements

Unless otherwise stated in this agreement, Speaker will be delivering this presentation remotely utilizing technology designed for a virtual presentation. Sponsor will be responsible for production costs associated with delivering Speaker's presentation to Sponsor's virtual attendees. The contracted schedule will contain all of Speaker's commitments for preparation, rehearsal and delivery of Speaker's presentation.

Streaming and Recording Limitations

It is agreed that Speaker's presentation will only be streamed and/or recorded per the usage defined in this agreement. All materials provided by the Speaker are protected by Copyright Laws of the USA.

Marketing and Social Media

Prior to usage, Sponsor shall submit marketing materials to Bureau for approval. Social media posts, videos and announcements will also be submitted to Bureau for approval prior to posting or usage.

Confidentiality

To the extent allowed by State and Federal law, 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 the speaker. Any breach of this confidentiality will 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, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemic as defined by the WHO or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this agreement. The affected party will promptly notify the other party of such force majeure condition. Sponsor shall have up to twelve (12) months from the originally contracted event date for the speaker to appear at a mutually agreed upon rescheduled event. If no arrangements have been made by that time this Agreement is considered fulfilled by the Bureau and Sponsor.

Separability

Should any provision of this agreement be held to be void, invalid or inoperative, the remaining provisions of this agreement will not be affected and will continue in effect. 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 all parties, 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 will become effective when a fully executed original is received by Bureau. 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, digital execution or photocopy of this contract shall be deemed an original.

Accepted by

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

Santa Rosa City Schools



Ryan Giffen
Date: October 13, 2020

Santa Rosa City Schools
Date: