



EFFECTIVE DATE: 03/29/21

CONTRACT ISBN #: 9788671015394

EDITION CODE: ED3

VIRTUAL EVENT AGREEMENT

This Virtual Event Agreement (the "Agreement") is between Simon & Schuster, Inc. ("S&S"), on behalf of itself and as duly authorized agent for the Speaker (as defined in Section 1), and Cabin John Middle School ("Sponsor"), with an address at 10701 Gainsborough Rd. Potomac, MD. S&S and Sponsor are each referred to herein as a "Party" and together as the "Parties". S&S agrees to provide to Sponsor the services of the Speaker at the date, time, place and in accordance with the other terms set forth herein. The representative of Sponsor, in executing this Agreement on behalf Sponsor, warrants that (s)he signs as a duly authorized representative of Sponsor and does not assume any personal liability hereunder unless (s)he is in breach of the foregoing warranty.

SIMON & SCHUSTER INC. on behalf of itself
and as duly authorized agent for the Speaker:

Cabin John Middle School

Erin Simpson

Erin Simpson, Director

4/12/2021

Date:

John Taylor

John Taylor, Principal

4/9/21

Date:



1. Program Details

Speaker Name (the "Speaker"):	Jason Reynolds
Fee (the "Fee"):	\$6,500
Event Name (the "Event"):	Virtual Author Visit/School-Wide Read
Event Date:	June 9, 2021
Platform (e.g. Zoom, Teams, etc.):	Zoom
Event Topic:	<i>Stamped</i>
Maximum Number of Event Attendees:	~900 middle school students (grades 6-8) and faculty expected to attend.
Sponsor Contact:	Sheri Anita Massey, Library Media Specialist Sheri_A.Massev@mcpsmd.org, [REDACTED]
Bureau Contact:	Erin Simpson, Director Erin.Simpson@simonandschuster.com, 212-698-7576
Speaker's Books Available at Event:	Sponsor has already purchased copies of <i>Stamped</i> for students and staff.
Technical Requirements:	Sponsor to record Speaker's presentation and share it on a password-protected platform for 14-days post-event.
Additional Payment Terms:	Pursuant to Section 3, Sponsor shall pay S&S the Deposit (as defined in Section 3) within 14 days of the Effective Date.
Additional Speaker Activities:	<u>June 9, 2021</u> 3:00 pm EST: 30-minute talk, followed by 15-minutes of Q&A

2. Speaking Engagement: S&S, through the Simon & Schuster Speakers Bureau (together with S&S, the "Bureau"), is acting in its capacity as booking agent for Speaker for the Event. Bureau shall secure Speaker's availability and will handle all payments from Sponsor in connection with the Event. This Agreement must be executed by Sponsor and returned to the Bureau within seven (7) days of the date first set forth on the first page of this Agreement. Sponsor may not advertise or promote the Event in any manner until this Agreement has been fully executed. The Parties acknowledge that Speaker is an independent contractor and is



Simon & Schuster

SPEAKERS BUREAU

not an employee, partner, joint venture or agent of either Sponsor or Bureau. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker's acts, omissions, statements or any commitments made by Speaker or Sponsor. The Parties agree that Speaker shall have sole and exclusive control over the production, presentation, and performance of his or her services in connection with the Event hereunder, including, without limitation, the details, means, and methods of the performance. Sponsor further acknowledges and agrees that for a period of five years following the Event, Sponsor shall book any spin-off or subsequent events with Speaker exclusively through the Bureau and all terms for such events shall be negotiated with Bureau only.

3. Payment: As this Agreement removes Speaker from the marketplace on the date(s) of the Event, unless otherwise specified in Section 1, Sponsor must pay the Bureau a deposit equal to 50% of the Fee (the "Deposit") within fourteen (14) days of the Effective Date. Unless otherwise provided in Section 1, Sponsor shall pay the Bureau the remaining Fee balance thirty (30) days prior to the Event Date. Timing of each payment is of the essence. If a payment is not received by the applicable due date set forth in this Agreement, non-payment constitutes a material breach of this Agreement by Sponsor. Acceptance of a late payment by the Bureau does not constitute a waiver. In addition, all late payments will accrue finance charges of 1.5% per month.

4. Cancellation by Sponsor: If the Event is cancelled by Sponsor more than 60 days prior to Event Date, the Deposit shall be forfeited and shall be due and payable immediately by Sponsor to the extent not already paid. If Sponsor cancels the Event within sixty (60) days or less of the Event Date, the full Fee will become due and payable immediately by Sponsor. For the avoidance of doubt, cancelling the Event due to an insufficient number of attendees will not relieve the Sponsor of its obligations to fulfill its financial obligations under this Agreement.

5. Cancellation by Speaker: In the event the Speaker must cancel the Event or is otherwise unable to appear or perform its obligations hereunder for any reason beyond the control of the Speaker, including, without limitation, illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), the Bureau and Speaker will not have any liability for the expenses or losses incurred by the Sponsor. The Bureau will attempt to provide a comparable Speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. The Bureau agrees to refund the Sponsor, within thirty (30) days, the Deposit received from the Sponsor in the event Speaker cancels the contract and the Bureau cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. In the event Speaker is delayed, but arrives and presents her/his program in full, the Sponsor shall pay the Fee and other charges due hereunder to the Bureau.

6. Force Majeure: Notwithstanding any other provision of this Agreement, in the event that the performance of this Agreement, or any part thereof, by a Party or Speaker is prevented by acts of God, exchange controls, export or import controls, or any other government restriction, wars, epidemics, pandemics, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist activity, lockouts, blackouts, or any other cause beyond the reasonable control of a Party (such event, "Force Majeure"), 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 Party of such Force Majeure condition. The terms of this clause shall suspend, but not excuse, any Party from its duty to perform the obligations under this Agreement and full performance shall occur as soon as practicable after the Force Majeure condition ceases to exist.

7. Event Requirements: The Sponsor shall provide a suitable digital conference platform for the Event and all necessary support to access the platform. The Speaker will be equipped with their own device and an internet connection for the Event. Any material change in the nature of the Event, including, without limitation, changes to the venue, the number of Event attendees, or the purpose of the Event as defined in Section 1 shall constitute a breach of this Agreement unless agreed to in writing by the Bureau. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in writing by the Parties. The Fee is understood to be for the Event only as outlined in Section 1.

8. Recording/Endorsements: For a live virtual Event, the Sponsor may broadcast the Speaker's virtual appearance on the Platform, provided it is secure. For a pre-recorded virtual Event, the Speaker's pre-recorded presentation may be broadcast at the time of the Event on the Platform, provided it is secure, but the presentation may not be edited or changed in any way without Bureau's written permission (email sufficient). The Sponsor shall not, and shall not permit any third party, without the express written consent of the Bureau, which may be withheld in the Bureau's sole discretion, (a) to record the Event, including the Speaker's presentation, by any means, including without limitation audio-taped, video-taped, or broadcast in any form or length, and/or (b) use Speaker's name and likeness in connection with any endorsements of any kind. If permission of the audio and/or video recording of the Event for the Sponsor's archival purposes is given, a copy of any video or audio recording must be sent to the Bureau.



9. Intellectual Property: Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that are provided to Sponsor to use in connection with the advertising, promotion, and publicity of the Event, including but not limited to logos and marks. Speaker biographical information, book covers, and photos of Speaker (collectively referred to as "Promotional Materials"). Sponsor shall use only the biographical material and photos contained in the Promotional Materials when advertising or promoting the Event, unless otherwise approved by Bureau in writing (email sufficient). All advertising, promotion and publicity for this Event shall include the words: "For more information on this Speaker please visit www.simonspeakers.com."

In addition, Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that Speaker uses during the Event, including but not limited to participant materials, presentations, photographs, and any other materials (collectively referred to as "Presentation Materials").

The Sponsor shall obtain no rights to the Promotional Materials or Presentation Materials unless specifically agreed to by Speaker or Bureau, as applicable, in writing.

10. Books: The Sponsor shall arrange to have copies of Speaker's frontlist and/or backlist titles available for purchase and/or giveaway at the Event. The Sponsor agrees to either: (a) purchase copies of the Speaker's book(s) from a mutually agreed upon retailer for distribution or re-sale to attendees either on-site or online; (b) arrange for an adequately staffed local bookseller to sell copies of Speaker's book(s) on-site or online, or (c) arrange to purchase copies of Speaker's book(s) from Simon & Schuster, Inc. for distribution or re-sale to Event attendees on-site or online.

11. Confidentiality: The Parties agree that the terms of this Agreement, including the financial terms, are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Each Party is fully responsible for the acts of its employees, officers and agents and any breach of this provision, whether intentional or negligent, shall be deemed a material breach of this Agreement and the breaching Party will be held liable.

12. Material Breach/Termination. In the event the Sponsor refuses or neglects to perform any of its obligations stated herein, and/or fails to make any payment required herein, Speaker shall have the right to refuse to perform this Agreement, and the Bureau shall retain any amounts paid to the Bureau by Sponsor, and Sponsor shall remain liable to the Bureau for the agreed upon compensation. Moreover, the Bureau shall have the right to cancel this engagement by providing notice to the Sponsor, and to retain any amounts theretofore paid to the Bureau by the Sponsor, and the Sponsor shall remain liable to the Bureau for the agreed compensation herein set forth.

13. Taxes: As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. It is understood that the Sponsor may be required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries. These taxes will be withheld only as required from the fees due Speaker and remitted directly to the jurisdiction by the Sponsor on the Speaker's behalf. An itemized statement shall be provided in a timely manner to Bureau that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. The Sponsor shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

14. Applicable Law: This Agreement, each transaction entered into hereunder and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine.

15. Indemnification/Limitation of Liability: The Sponsor agrees to defend, indemnify, and hold harmless the Bureau and Speaker, as well as their respective directors, officers, employees, agents, employees, successors and assigns from and against any and all losses, costs (including, without limitation, reasonable outside attorneys' fees and expenses), damages, liabilities, and claims, and pay any settlement amounts, judgments, or damages awarded, to the extent arising from, in connection with, or relating to, the Event, provided they do not arise solely from the active negligence or willful misconduct of Speaker or the Bureau. In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not



limited to, loss of revenue or anticipated profits or lost business, incurred by a Party whether in an action in contract or tort even if the other Party has been advised of the possibility of such damages, except for the payment obligations of Sponsor under this Agreement, any indemnification obligations of the Parties, and any damages arising from one Party's misappropriation of the other's intellectual property or Confidential Information.

16. Other provisions. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. Should any provision of this Agreement be held to be invalid or unenforceable, the remainder 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. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof. The following provisions of this Agreement survive any termination or expiration hereof and remain in full force and effect: Sections 9, 11, 12, 13, 14, 15, 16 and 17.

17. Entire Agreement. This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. In the event that the Sponsor requires a rider/separate document to be executed in addition to this Agreement, the terms of this Agreement shall prevail in the event of a conflict regardless of the date of execution of the documents. This Agreement and any Sponsor provided rider/document set forth the entire understanding between the Parties and it may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties.