



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
Dr. Chandra Varia, Vice-Chair - District 2
Linda C. Gearheart, Member - District 1
William Newsome, Jr., Member - District 3
Rhonda Meade, Member - District 4

Consent Agenda Item (Action Item): This is a request to enter into a contract with Premiere Speakers Bureau to book the speaking services of Dr. Joe Sanfelippo for August 6, 2018.

Applicable Statute or Regulation: According to Board Policy 01.11, all contracts must be signed by the superintendent of Floyd County Schools and approved by the Floyd County Board of Education.

Fiscal/Budgetary Impact: The cost for this event is \$7,000.00. The cost will be paid for using General Fund.

History/Background: It is customary that a motivational speaker be hired to speak to the faculty and staff of all schools in the Floyd County School System on Opening Day.

Recommended Action: I approve Floyd County Schools enter into this agreement with Joe Sanfelippo and Premiere Speakers Bureau.

Alternate Action: Request additional information if needed.

Contact Person(s): Tonya Williams and Davida Marson


Principal

Director(s)


Superintendent

Date: May 31, 2018

Dr. Joe Sanfelippo Contract

Event Sponsor Floyd County Board of Education
Date Monday, August 6th, 2018
Location Prestonsburg, KY
Honorarium \$7,000
Travel travel expenses are included in the speaker's honorarium.
Event Details Back to School Event - Keynote "Motivational Humor"
Audience- teachers, bus drivers, cooks, etc.

Contract Itinerary Details

9:00 AM to 10:30 AM - Keynote on August 6th, 2018

Payment Terms Deposit - \$3,500.00 due 06/14/2018
Balance - \$3,500.00 due 07/23/2018

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 contract.

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



May 31, 2018

Ryan Giffen

Date

Accepted by: Floyd County Board of Education

Brenda Lee Turner, Secretary II
Electronic signature BLT captured 05/31/18 06:56 AM from
170.185.89.19

Floyd County Board of Education

Date

Terms & Conditions

Parties to the Agreement

The Parties to this agreement are Premiere Speakers Bureau® ("Bureau") and Floyd County Board of Education (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 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 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 expenses in addition to speaker fee payment(s) for the engagement unless otherwise negotiated as a flat travel fee or all inclusive fee. Unless explicitly defined otherwise on page 1 of this agreement, expenses for the speaker may include airfare, 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.

Venue & Event Requirements

The Sponsor will provide an appropriately climate controlled, well-lit, safe and appropriate venue for the engagement. All equipment and facilities will 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 may be planned by the 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 Bureau and approved 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, the requirements will be provided in writing by Bureau at the time of agreement execution or prior to contracted event date.

Recording Prohibited

It is agreed that the engagement, including without limitation the speaker's address, may not be recorded by any means - audio tape, video tape or film. The speaker's presentation may not be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of Bureau. 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, 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. Each party will promptly notify the other party of such force majeure condition and make good faith efforts to 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 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.

