



PARSONS
COMPANY

The Parsons Company, Inc.

1630 N. Main St #412
Walnut Creek CA 94596

Speaker's Agreement

Agreement made this 16th day of January 2019 between The Parsons Company, Inc.
(EIN: 270078297) f/s/o Major General (Ret) Mark Graham and Carol Graham, the "Speakers" and
The Boone County Schools the "Organization" (c/o Kathleen G. Reutman-Bryant).

It is mutually agreed between the parties as follows:

The Organization engages the Speaker and the Speaker agrees to furnish the Presentation(s) described
in this Agreement, upon all terms and conditions, including the 'Additional Terms and Conditions.'

Event: Linking Together- 2nd Annual Youth Mental Health Conference

Presentation(s): The Invisible Front

<u>1.</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
	Friday March 29, 2019 60-90 minutes	6:30-7:30pm	Florence Baptist Church 642 Mt. Zion Road Florence, KY 41042

*POC: Kathy Reutman 859-991-5363
Christen Morgan 270-303-3934

*Closest Airport: (CVG)

*Ground Transport Contact information (Name & Cell): ~~FBD~~ *To be provided by Mental Health Task Force personnel*
*Hotel Reservation Confirmation: ~~FBD~~ *Speakers make their own reservations.* *KRB*

2. Compensation & Expenses

Organization agrees to pay **\$3,000** speaking fee for above-referenced Presentation(s) guaranteed;
plus all expenses to travel; air, hotel and interim travel to and from airport, hotel, and event.

3. Payment Schedule:

All payments shall be paid by organization check.

- Deposit: \$1,750 shall be paid by Boone County Schools (Organization), payable in the name of **The Parsons Company, Inc.**, and mailed to 1630 N. Main St #412, Walnut Creek, CA 94596. ~~Payment due upon return of this signed Agreement~~ *upon receipt of fully executed Agreement.* *KRB*
- Balance of Payment: \$1,750 shall be paid by Boone County Schools (Organization), payable date of event – March 29, 2019 and mailed to The Parsons Company, Inc. at above referenced address.

All payments shall be made in full without any deductions whatsoever.



4. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior Agreements and understandings, oral and written, between the parties.

5. Presentation Details

Organization will provide audio & video equipment and technical assistance for the Presentation(s). **Please see below specific requirements for presentation:**

- Podium with microphone
- 1 Large Screen
- 1 LCD Projector with HDMI or VGA cable for laptop connection
- 1 Audio hook up

Please request 2 slide photographs to be displayed during presentation

6. Notices

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if properly addressed to the party at his/her last known address, or any other address designated by the other party.

7. Indemnification

Each party is responsible for its own acts and omissions and those of its officers, employees, agent and volunteers. No party is responsible for the acts of third parties. Each party agrees to indemnify, defend and hold harmless the other party against any liability or loss with respect to any acts or omissions of its officers, employees, agents or volunteers related to the Presentation(s) and obligations contained in this Agreement, *to the extent permitted by Kentucky law.*

8. Third Parties

Nothing in this Agreement shall be construed to confer upon any person, firm or corporation any remedy or claim as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

9. Non-assignment

No party to this Agreement may assign any rights or obligations contained in this Agreement, whether by operation of law or any other manner, without the other party's prior written consent.

10. Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Further, the parties agree that when this Agreement is executed, a facsimile copy of the signatures shall be deemed to be original signatures.



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Additional Clauses/ Conditions:

- I. Cancellation: Organization agrees that Speaker may cancel the Presentation(s) contained in this Agreement by giving the Organization written notice prior to the date of the Presentation(s), if due to an emergency which conflicts with the Presentation(s) herein.
- II. Organization shall not have the right to broadcast or televise, photograph, or otherwise reproduce any part of the Presentation(s) or materials distributed or displayed by the Speaker without prior written consent from the Speaker or The Parsons Company.
- III. Nothing in this Agreement shall be construed to constitute a partnership or joint venture between the parties, or that speaker shall be liable for any obligation(s) that may be incurred by Organization other than those noted in I above.
- IV. The person executing this Agreement on Organization's behalf warrants his/her authority to do so.
- V. Speaker shall have the sole and exclusive right, but not the obligation, to sell any products related to the Presentation(s) described in this Agreement.
- VI. Book Orders: Book signing and Book orders are the responsibility of the Organization and should be coordinated with the Publisher and/or The Parsons Company, Inc.

MG (Ret) Mark Graham **Date**
C/o The Parsons Company, Inc.
1630 N. Main St #412
Walnut Creek, CA 94596
parsonscorporation@gmail.com
(925) 934-5300

Kathleen G. Reutman-Bryant *2/4/19*
Kathleen G. Reutman-Bryant **Date**
Executive Director
Boone County Schools
8330 UD 42
Florence, KY 41042
859-991-5363
Kathy.reutman@boone.kyschools.us

Carol Graham **Date**
C/o The Parsons Company, Inc.

Karen Byrd *Date*
Karen Byrd
Boone County School Board, Chairperson

KLB



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