



## THE BUSINESS & EDUCATION LEADERSHIP AUTHORITY

### Service Agreement

This agreement is hereby made and entered into this 5th day of November, 2021 by and between The Business & Education Leadership Authority (“SP”) and Newport School District (“CLIENT”) as set forth below according to the following terms, conditions, and provisions:

### 1. Identity of Client

Newport School District  
30 West 8<sup>th</sup> Street  
Newport, KY 41071  
(Hereinafter “CLIENT”)

### 2. Identity of Service Provider – “SP”

The Business & Education Leadership Authority  
P.O. Box 65098  
Virginia Beach, VA  
23467 757-499-  
7005  
(Hereinafter “SP”)

### 3. Service Provided

SP shall perform the following services.

Dr. Adolph Brown will provide a Teaching and Learning Excellence Consultation and Presentation as follows:

April 23, 2022: One 90 minute in person master class for the Parents.

### 4. Terms of Payment

Client agrees to pay SP for services rendered according to the following schedule.

CLIENT agrees to pay SP a service fee of \$ 9,500.00. A deposit in the amount of \$ 4,750.00 is due on November 19, 2021 (Invoice # 2738). The final speaker fee of \$ 4,750.00 is due on April 23, 2022 (Invoice # 2739). CLIENT acknowledges that if CLIENT requests SP to perform any additional projects or services, such additional project or service shall be subject to a separate compensation arrangement. CLIENT also acknowledges that the CLIENT will be charged a late fee of 10% of the fee due if not paid in full on the due dates unless other arrangements have been agreed to by CLIENT and SP in writing.

Checks must be made payable to The Business & Education Leadership Authority, P.O. Box 65098, Virginia

Beach, VA 23467-5098. Tax ID # 61-1729548. If CLIENT elects to pay fees by credit card, an additional fee of 5% of the total invoice amount will be added to the total amount due.

## 5. Travel Expenses

This agreement is inclusive of all travel expenses. There will be no additional travel expenses charged.

## 6. Recording

CLIENT and SP agree to the following.

CLIENT will not audio or video record the presentation outlined in item 3, HOWEVER, for consideration in authorizing CLIENT to record the session, please explain the terms of use and retention policies for how the digital records for Dr. Brown's session of the conference will be maintained, preserved or destroyed. Your retention policy must allow you to destroy video recordings after a suitable period of time and thus remove it from the reach of discovery.

Another option is for CLIENT to purchase rights to record (audio and video) and to use the recording however CLIENT sees fit.

## 7. Additional Obligations of Client

CLIENT will provide the following:

1. Hand held wireless microphone (to allow Dr. Brown to move freely on and off the stage)
2. Electrical outlets and extension cords (near the products table and the tech table)
3. Sound Check 1 hour before Dr. Brown's presentation time
4. Is there a house sound system? Dr. Brown will need to connect the iPad into the House Sound system, Audio only, to be controlled from the sound booth or back of the room. He will need PC audio.
5. We will bring a Laptop (Mac) for use during Dr. Brown's Session, to be controlled from the sound booth or back of the room.
6. *iPad and laptop will be controlled by one person and will need to be in the same area*
7. The ability to project photos and video with sound from the internet, or a USB drive, onto a screen.
8. A session schedule, or conference program sent prior to the event date
9. A bottle of water (for presentations over 60 minutes)
10. Bar Stool for use on stage
11. Stage or Platform (with plenty of room/no obstructions)
12. Products Tables: Four 6 foot tables and 2 chairs located either in the back of the speaking room (**if not in use after the presentation**) or directly outside of the speaking room, near an electrical outlet for a **meet and greet** with Dr. Brown and to facilitate the display and sale of books and other products that support Dr. Brown's Message. **For Adult Audiences Only**
13. A Reserved Parking space close to the venue (for unloading production equipment)
14. Select and introduce Dr. Brown with any one of the introductions provided at <http://www.docspeaks.com/presentation-intros>

## 8. Recommendations

It is recommended that the audience participants receive on-going training to ensure consistency and continuity of implementation for optimum results. Additionally, Dr. Brown's training is very specific therefore fidelity of implementation is of utmost importance and monitoring is key to the success of implementation. The Business & Education Leadership Authority can offer guidance, support and training opportunities for other groups within your organization for an additional charge.

## 9. Acceptance of Agreement

CLIENT and SP agree to the following.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. SP is authorized to complete the services as specified and CLIENT will make payment as outlined. Any changes in this agreement must be prearranged and agreed to by CLIENT and SP in writing.

## 10. Termination of Agreement

Termination following receipt of the signed service agreement: CLIENT will refund all travel expenditures made by SP and pay a service charge of 50% of the service fee to SP

Termination 90 days or less prior to the service date: CLIENT will refund all travel expenditures made by SP and pay a service charge of 75% of the service fee to SP

## 11. Force Majeure

Neither party to this Agreement shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to causes beyond its reasonable control including, without limitation, acts of God, fires, earthquakes, extreme weather or other emergency, strikes and labor disputes, acts of war, civil unrest or intervention of any governmental authority except as expressly provided herein, but any such delay or failure shall be remedied as both parties will agree on a reschedule date within one calendar year from the original service date without penalty, all original Service Agreement terms will apply.

## 12. Indemnification

CLIENT will indemnify and hold harmless SP and its officials, agents, employees, and volunteers from any and all claims, losses or expenses arising out of the performance of this Service Agreement including all litigation expenses and attorney's fees.

## 13. Signatures

By signing below, CLIENT hereby certifies that the undersigned is, in fact, the CLIENT, or has been given the authority to bind the CLIENT by signing below.

The Business & Education Leadership Authority:

By: Marla Hazel

Date: November 5, 2021

Printed: Marla Hazel

Title: Director

Name of Client: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_