Deedy Booking 404-333-2260

Email Contract To: DeedyBooking@gmail.com

This contract will serve as an agreement between Russellville Independent School District (hereafter referred to as the Organizer) and Carmen Agra Deedy, dba Deedy Booking, children's author, ("Author") on 28 April 2025. The terms of the contract are one (1), 30-minute, PreK & K grade; one (1)45-minute, 1st & 2nd grades; and one (1) evening community presentation, per day.

Unless otherwise agreed upon, Ms. Deedy's schedule will be as follows:

Location: R.E. Stevenson Elementary School				
1st presentation -	to	PreK - K		
2nd presentation -	to	Grade Level(s):	1 st & 2 nd	
Location: Russellville High School				
Evening Community 1	presentation -			

The Organizer shall pay the Author \$4,000, plus 2 nights lodging, and round-trip airfare. Payment is required on the day the work is completed. Checks should be made payable to "Deedy Booking." If the Organizer has special payment requirements, please send the forms with the return copy of the contract to ensure that all paperwork is completed promptly.

Should this event be canceled, the earliest possible notification will be given to Ms. Deedy. If the cancellation is within one week (7 days) of the performance date, Ms. Deedy will receive the full fee of \$4,000. If the notification is within 30 days (but longer than one week), Ms. Deedy will receive 50% of the original fee. Should the cancellation occur within 60 days (but longer than 30 days), Ms. Deedy will receive 25% of the original fee. Before 60 days of cancellation, Ms. Deedy will not receive a performance fee but will be reimbursed for any authorized expenses incurred.

Payment is due the day of the final performance, \$4,000. If payment cannot be made on the date that the contracted work is completed, an additional fee of \$150 per week will be added to the original fee of \$4,000. See the chart below for the late fee structure.

Date:	Adjusted payment:
April 29 – May 06, 2025	\$4,150
May 7 – May 14, 2025	\$4,300
May 15 – May 22, 2025	\$4,450
May 23 – May 30, 2025	\$4,600

The Organizer acknowledges that it has received and read the guidelines for Carmen Agra Deedy's appearance, which are hereby made a part of the contract, and agrees to comply with the terms of the guidelines. If the above meets with the Organizer's approval, please sign both copies. Return one copy to this office by 3 March 2025, or this contract is null and void.

Due to copyright issues, absolutely no audio or video recording is allowed.

Sponsoring Organization Representative	Date
Lisa Eister	February 10, 2025
Lisa Eister	Date
Manager, Deedy Booking	

Additional Speaker
Activities:

Time TBD: Arrive at school before event begins to pre-sign books for the students

~1:00 pm: 45-minute on-stage conversation with Nic Stone for middle and high school students

~6:00 pm: 45-minute on-stage conversation with Nic Stone for the whole community

*Speaker will either pre-sign books or have a formal book signing after the talk.

*Start times for both events are tentative and might change slightly.

- 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. 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 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 (5) 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 sixty (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 Event 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 (an "Affected Party") is prevented by acts of God, exchange controls, export or import



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.

- 11. 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: (a) purchase copies of the Speaker's book(s) from Sponsor's retailer of choice for on-site distribution or re-sale to attendees; (b) arrange for an adequately staffed local bookseller to sell copies of Speaker's book(s) on-site, or (c) arrange to purchase copies of Speaker's book(s) from Simon & Schuster, LLC for on-site distribution or re-sale to Event attendees.
- 12. 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.
- 13. 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, the Bureau shall retain any amounts paid to the Bureau by Sponsor, and Sponsor shall remain liable to the Bureau for any remaining compensation that has not been paid. Moreover, the Bureau shall have the right to cancel this engagement by providing notice to the Sponsor, retain any amounts theretofore paid to the Bureau by the Sponsor, and the Sponsor shall remain liable to the Bureau for any remaining compensation that has not been paid.
- 14. 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.
- 15. Applicable Law and Venue: 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. Any court action arising out of this Agreement will be brought exclusively in the state or federal courts located in the State of New York, New York County, and the Parties irrevocably submit to the exclusive jurisdiction of any such court and agree not to plead to the contrary.
- 16. 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, 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.
- 17. 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



EFFECTIVE DATE: February 5, 2025

CONTRACT ISBN #: 9781668041277

EDITION CODE: ED3

IN-PERSON EVENT AGREEMENT

This In-Person Event Agreement (the "Agreement") is between Simon & Schuster, LLC ("S&S"), on behalf of itself and as duly authorized agent for the Speaker (as defined in Section 1), and Russellville Independent School District ("Sponsor"), with an address at 355 S Summer St. Russellville, KY 42276. 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, LLC. on behalf of itself and as duly authorized agent for the Speaker:	RUSSELLVILLE INDEPENDENT SCHOOL DISTRICT
Erin Simpson, Director	Robin Cornelius, Chief Operations Officer
Date:	Date:



Engagement Contract: Nic Stone

This Engagement Contract ("Contract") entered into effective as of 1/27/2025 (the "Effective Date") by and between Oration Services, Inc. (dba The Lyceum Agency, 1530 SE 30th Avenue, Portland, OR 97214), the authorized agency of the Speaker (as defined below), hereafter referred to as "Agency" and Russellville Independent School District, hereafter referred to as "Sponsor."

Agency will provide to Sponsor the services of Nic Stone, hereafter referred to as "Speaker", to lecture at:

DATE: Tues, April 29, 2025

PLACE: Russellville High School (1101 W 9th St, Russellville, KY 42276)

PROGRAM:

- 1) **TBD PM**—45-min onstage conversation followed by approx. 15-20 mins audience Q&A (audience: 300-500 students, faculty, and staff).
- 2) 6:00 PM—45-min onstage conversation followed by approx. 15-20 mins audience Q&A (moderator to be approved by Agency; audience: TBD students, faculty, staff and general public).
 NOTE: Please allow sufficient time prior to the lecture to allow for full A/V check with professional tech person.
- 7:00 PM—30-min book signing if desired by Sponsor (on-site sales coordinated by Sponsor; obligation duration is approximate)

PRODUCTION REQUIREMENTS: Performance space should be equipped with stage, podium, mic, appropriate lighting, and seating for an on-stage conversation (if applicable). Handheld mic required. For large audiences use of question cards or floor mics is HIGHLY recommended for Q & A.

BOOKS: Sponsor, in consultation with Agency, will arrange to have Speaker's books available for purchase and/or giveaway. Provisional Book Vendor: Parnassus Books

OTHER: Any other activities must be cleared through the Agency in advance of the event. No lecture or program or any part thereof is to be reproduced, including but not limited to the reproduction by broadcasting, visual recording or audio recording without the written permission of the Agency or the Speaker. Speaker shall retain all rights to their intellectual property.

TERMS:

- 1) FEE: <u>\$ 13,500.00</u>;
- 2) BOOK BUY: Sponsor will purchase a minimum of 300 copies of Speaker's newest book, *Dear Manny*, from Parnassus Books, a New York Times reporting bookstore, by the on-sale date (3/4/2025) for giveaway.
- 3) TRAVEL: plus REFUNDABLE FARE ticket for round trip/open jaw FIRST CLASS domestic air travel for 1 (nonstop whenever possible);
- 4) ACCOMMODATIONS: as many as 2 nights of hotel (with room service or in walkable area and subject to AGENCY approval);
- 5) GROUND TRANSPORTATION: through licensed and bonded professional car service (to/from: airport and home, airport and hotel, and venue and hotel as required);
- 6) INCIDENTALS: \$200.00 to cover Speakers' out-of-pocket expenses and \$20.00 to cover carbon offsets for travel.

Agency will book air travel and originating ground and invoice the Sponsor. Sponsor is responsible for booking hotel and arranging for local ground transportation as per terms above.

The Sponsor agrees to pay the Agency as consideration for Speaker's services the amount set forth in the terms above. A deposit of 50% (\$6,750.00) is required to validate this agreement and is due upon Sponsor's receipt of an executed Contract. In the event of a cancellation, a reasonable effort will be made to reschedule Speaker's presentation within the following 12 months. If the event cannot be rescheduled and cancellation is due to Sponsor, the deposit is non-refundable. If cancellation is due to Speaker, the deposit will be refunded.

Balance of payment must be sent to the Agency the day of the appearance. Payment(s) may be made electronically via ACH (see invoice for bank details), or via check made payable to The Lyceum Agency (EIN 46-5619463).

COLLECTION: If Sponsor fails to pay the Agency for services performed by the Speaker as outlined above and a lawyer must collect fees and costs due under this agreement from Sponsor, Sponsor agrees to pay the reasonable expenses and attorney fees for the time and the costs to do the collection.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The Agency and the Sponsor mutually agree that either party may cancel this Contract and all parties shall be released from any liability or damages hereunder, if the Speaker or the Sponsor is unable to fulfill the terms of this Contract due to an act of God, governmental regulation, recognized health threats (including COVID-19), or any other cause beyond the control of the Speaker or the Sponsor, making it illegal, inadvisable, or impossible to hold the program. However, it is agreed by both parties that reasonable efforts will be made by both parties to so adapt that the lecture be presented as scheduled.

SPONSOR SIGNATORY:

Robin Cornelius, Chief Operations Officer, Board of Education Russellville Independent School District 355 S Summer St Russellville, KY 42276

Tel: 270-726-8405

robin.cornelius@russellville.kyschools.us

EVENT CONTACT:

Liz Miller, Independent Contractor Russellville Independent School District

Cell: 615-542-1827 libraryliz615@gmail.com

The representative of the Sponsor in signing this Contract warrants that they sign as a duly authorized representative of the Sponsor and does not assume personal liability. The Agency representative in signing this Contract warrants that the Agency has the express authority to sign on behalf of the Speaker. The Agency shall have no liability in the event that the Speaker fails to perform their obligations.

Your signed copy of the Contract is acknowledgement that the Speaker has accepted this engagement and has agreed to appear at the time and place specified above. The Lyceum Agency reserves the right to withdraw this offer should this signed Contract and deposit (if required) not be received by the Agency within 21 days of the date "entered into." This contract cannot be changed except in writing and signed by both parties.

This contract is governed by the applicable law of the United States excluding its conflict of laws rules. The courts in Oregon shall have exclusive jurisdiction, and venue shall be in Multnomah County, Oregon. The Sponsor accepts the jurisdiction of such courts and such venue, and waives the defense that they are not a convenient forum.

For The Lyceum Agency Miriam Feuerle, Director	For Russellville Independent School District Robin Cornelius, Chief Operations Officer, Board of Education
By:(Agency)	By:(Sponsor)
Date:	Date:
Please sign and return to us via email for counter invoice(s) for lecture fee/deposit.	signature. A fully executed copy will be emailed back along with