



AGREEMENT CL014822

This Agreement entered on this day 5/1/2013, by and between AEI SPEAKERS BUREAU, hereafter referred to as "AGENCY" and Clay County Schools hereafter referred to as "SPONSOR."

Agency will provide the services of **Murray Banks** hereafter referred to as "ARTIST," to lecture or perform at the date, time and place specified below.

CLIENT: Clay County Schools
DATE: Tuesday, 6/11/2013 and Wednesday, July 31, 2013
TIME: 8:00 AM
PLACE: Clay County Schools/Teacher Learning Center
REMARKS: Murray Banks will present at the "Summer Leadership Training for K-12 Administrators and District Administrators" on Tuesday, June 11, 2013 and Wednesday, July 31, 2013. The event begins at 8 a.m. and Murray will present from 8:30 a.m. to 11:30 a.m.
TOPIC: "Leading Change in Schools"
TERMS: \$17,500.00 inclusive of all expenses
Deposit (\$8,750.00) Due 7/11/2013
Balance (\$8,750.00) Due 8/31/2013

***Payment in accordance with Local Governmental Prompt Payment Act. The terms and conditions on the School Board of Clay County's purchase order shall have preference over AEI SPEAKERS terms and conditions.

All checks should be made payable to AEI Speakers Bureau.

Sponsor agrees to pay Agency as consideration for Artist's services the amounts set forth under the "TERMS" above. Payment is made in the form of a check, payable to AEI SPEAKERS BUREAU (FID #04-3102047) and mailed to 214 Lincoln Street, Suite 113 Allston, MA 02134.

The honorarium is understood to be for the Artist's presentation only and no additional activities, discussion groups, receptions, dinners, press interviews, television or radio arrangements shall be planned by the Sponsor, nor expected of the Artist, unless expressly contained as part of the terms of this Agreement.

If applicable, any and all city, state, federal or foreign taxes shall be paid by Sponsor. (No taxes whatsoever shall be deducted from the honorarium.)

It is understood that the Artist is an independent contractor and therefore assumes all responsibility for withholding tax, social security, state tax, public liability and workman's compensation insurance. As an independent contractor, the Artist shall have exclusive control over the means, methods and details of fulfilling the obligations stated above.

Expenses will include airfare (unless otherwise agreed) and other normal charges and expenditures, local lodging and meals, taxi cab or limousine fares, and any other expenses made necessary by the Artist's trip to, presence in, or trip from the city in which the program is presented. Reimbursement shall be limited to only those expenses actually incurred by the Artist. Travel expenses shall not exceed school board policy limits.

Sponsor shall provide a well heated, lighted and proper place for the program, in good condition, together with all necessary stage accessories and properties including microphones and amplification system in proper working condition.

No lecture or program or any part thereof is to be reproduced, including, but not limited to, reproduction by broadcasting, video-taping or tape recording, without written permission of the Agency or Artist.

It is understood that this Agreement is binding on both parties, it cannot be canceled except as follows: The Agency and Sponsor mutually agree that either party may cancel this Agreement and all parties shall be released from any liability or damages hereunder

if the Artist or Sponsor is unable to fulfill the terms of this Agreement due to an Act of God or any legitimate condition beyond the control of the Artist or Sponsor. However, it is agreed by both parties that "best efforts" will be made by both parties to so adapt that the program be presented as scheduled.

Should a personal emergency, illness or "Act of God" force the artist to cancel the Sponsor's date, the Agency will make its best effort to provide a comparable replacement Artist. AEI SPEAKERS BUREAU agrees to refund to the Sponsor any advances or deposits received from the Sponsor in the event the Artist cancels the Agreement and Agency can not provide a comparable Artist that is acceptable to the Sponsor. The foregoing rights of cancellation shall be in addition to any other provision respecting cancellation contained in this Agreement.

In the event of cancellation of this Agreement by the Artist or should the Artist be unable to appear as scheduled due to illness or an unforeseen emergency, or overriding obligation or professional responsibility, AEI SPEAKERS BUREAU will not have any liability for expenses or losses incurred by the Sponsor.

In the event that Artist is unavoidably delayed but arrives and presents his/her program in full as directed by Sponsor, the engagement will be considered to have been completed as agreed and all fees, honorariums and other charges shall be due and paid in full.

Your signed copy of this Agreement is acknowledgment that Artist has agreed to appear at the time and place specified above. It is agreed by both parties that any delay in the Artist's appearance shall not subject Agency to liability as long as Agency has used its best efforts to assure Artist's appearance as scheduled.

Sponsor acknowledges that AEI SPEAKERS BUREAU acts as the Artist's agent and shall not be liable in any way for Artist's actions including, but not limited to, his/her acts, omissions or statements.

Deposits received are not refundable if the Sponsor cancels this Agreement for any reason. In the event of breach or cancellation of this Agreement by the Sponsor up to 60 days prior to the event, the entire deposit shall be immediately due AEI SPEAKERS BUREAU.

In the event of Sponsor's breach or cancellation of this Agreement within 60 days of the scheduled event, the entire honorarium shall be due immediately to AEI SPEAKERS BUREAU.

This Agreement shall be construed under and governed in all respects by the laws of the State of Florida without regard to conflict of law principles. The parties agree that the Superior Court of Clay County and the United States Court for the District of Florida shall have exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim for violation of this Agreement.

The Sponsor may not publicize this event until the contract is signed and returned along with the required deposit.

In the event the Sponsor fails or refuses to provide any of the items herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the engagement, the Artist shall have no obligation to perform this Agreement.

If this Agreement is not received within twenty (20) days of the date "entered into," Agency reserves the right to cancel this engagement.

The representative of the Sponsor, in signing this Agreement, warrants that he/she signs as a duly representative of Sponsor and does not assume any personal liability. The Agency representative warrants that the Agency has expressed authority to contract on behalf of the Artist.

This Agreement cannot be changed, modified, waived or discharged in whole or in part except in writing and signed by the parties hereto.

SPONSOR'S CORRESPONDENT: Dr. Emily Weiskopf and Cynthia Broadwell
Clay County Schools
23 South Green St. Rm 106
Green Cove Springs, FL 32043

BUSINESS PHONE: (904) 284-6547

SPONSOR: Clay County Schools

By: _____

Date: _____

By: _____
AEI SPEAKERS BUREAU

Date: _____



VIDEO RECORDING AGREEMENT CL014822

AEI Speakers Bureau hereby gives consent for **Murray Banks's** presentation to be video recorded at the **Clay County Schools** event on **6/11/2013**. The recording will be used for distribution to attendees and the speakers as a record of the program. This recording will not be sold for profit, bartered, traded or used in any manner other than the non-profit, non-commercial application stated above. Additionally, a copy of the video recording will be sent to AEI Speakers Bureau within two weeks of the event.

Accepted and agreed to:

Clay County Schools