



American Program Bureau, Inc.  
 313 Washington Street, Suite 225, Newton, MA 02458  
 Phone: 617.614.1600 Fax: 617.965.6610 apb speakers.com

Date 05/29/2014 Contract: 60814 Agent: Katlyn Townsend

**CONTRACT**

CLIENT: Bunker Hill Community College  
 GROUP: Office of Diversity & Inclusion  
 FOR:  
 PRIMARY CONTACT: Mr. Thomas Saltonstall

250 Rutherford Ave.  
 Boston, MA 02129-2925  
 Phone: 617-228-3311 Email: tsalton@bhcc.mass.edu

SPEAKER: Ice-T  
 DATE OF PROGRAM: 02/26/2015 TIME: 10:00 AM

FEE: \$20,000.00 plus expenses outlined below.

TRAVEL / EXPENSES: In addition to the fee, client will be billed for one unrestricted fully-refundable roundtrip first class airfare and professional ground transportation in speaker's originating city. Client will arrange and directly pre-pay for all hotel charges (room, tax and incidentals). Client will also pay for and provide all meals and professional ground transportation in event city.

TOPIC: Your life story and "Overcoming the Impossible".

SCHEDULE:  
 9:45AM: Leave Hotel Marlowe, Cambridge via BHCC sponsored driver  
 10:00AM: Lot 4--Arrive at BHCC--greeted by Tom Saltonstall and Chief Barrows  
 10:10AM: B321--Greetings in Green Room  
 10:15AM: Brief Photo Shoot for BHCC's award-winning magazine.  
 10:45AM: E175-- Meet with International Students and other student leaders (~40 students)  
 BHCC Magazine and photographer present  
 11:30AM: E421--President's Luncheon : Student leaders, faculty, administrators (~25 people). Lunch prepared by BHCC Culinary Arts students.  
 12:30PM: B321--Break in Green Room  
 1:00PM: A300--Keynote Presentation with Question and Answer Period following  
 2:00PM: Gallery/Lounge--Autograph Signing and Reception  
 3:00PM: Lot 4--Pick up by BHCC sponsored driver for drop-off at Hotel or Logan Airport

VENUE: Bunker Hill Community College  
 Boston, MA  
 United States  
 Phone: Fax:

AUDIENCE: Bunker Hill Community College students, faculty, and community members

SPECIAL REQUIREMENTS: This contract is subject to cancellation or revision due to unforeseen professional commitments up until 30 days prior to the scheduled playdate.

TECHNICAL REQUIREMENTS:

PAYMENT:  
 \$10,000.00 Deposit Invoice due on or before 06/12/2014  
 \$10,000.00 Balance Invoice due on or before 02/05/2015

INVOICE: Thomas Saltonstall  
 Bunker Hill Community College - Office of Diversity & Inclusion  
 250 Rutherford Ave.  
 Boston, MA 02129-2925

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

CLIENT  
 AUTHORIZED SIGNATURE: *Pam Eddinger* 6/2/14  
 NAME & TITLE: PAM Y. EDDINGER, PRESIDENT

AMERICAN PROGRAM BUREAU, INC.  
 AUTHORIZED SIGNATURE: *Heather Crowley*  
 NAME & TITLE: Heather Crowley contract specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages.  
 The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

1. **Parties:** This Contract is between American Program Bureau, Inc., ("APB") and the Client noted on the reverse page of this Contract. ("Parties") The Speaker engaged to provide services pursuant to the terms of this contract ("Speaker") is not a party to this Contract. However APB has confirmed Speaker's availability and agreement to providing the services pursuant to the terms set forth herein. APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise.

2. **Speaker:** Speaker is not an employee of APB. Speaker and APB are not in a principal/agent relationship. Speaker is an Independent Contractor. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract, and as such APB's relationship with Speaker is limited to that of a booking company only. Speaker does not have the authority to speak on behalf of APB and is not a representative or agent of APB. Therefore, APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way by the Speaker, Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives or any acts, omissions, statements, or any commitment made by the Speaker or the Client to the other. Client acknowledges that Speaker is a highly sought after presenter and as such may appear in other venues in close proximity or time to the event described herein. APB cannot be responsible for any negative consequences that may result from such a competing event, including but not limited to a reduction in audience, media coverage or the like. Additionally, APB has no control over the means, method or details by which Speaker fulfills the obligations under this Contract.

3. **Client:** The Client is not the employer of either APB or the Speaker. The Client and APB are not in a principal/agent relationship with respect to one another. The Client has no other authority express or implied to speak for or bind either APB or the Speaker. APB's relationship with Client is limited to that of a booking company for Speaker only. Client shall, in consideration for such services, pay directly to APB the Fee, Cost and Expenses required to be paid pursuant to the terms of this Contract. The Client has made a proper examination of its resources and has determined that it can and will meet its obligations as set forth in this Contract.

4. **Payment:** The Fee stated on the reverse page of this Contract shall be paid as outlined thereon. The Fee shall be paid by Client, directly to APB. Any payments not paid when due will be considered a default and breach pursuant to the terms set forth below. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture or main performance only. Any and all ancillary activities including but not limited to those stated on the reverse page of the Contract, are not material to this contract and are provided as extras.

5. **Expenses and Costs:** Any and all Expenses and Costs which pursuant to the terms of this Contract are to be billed separately by APB or Speaker from the Fee noted on the reverse page of this Contract are due and payable directly to APB immediately upon Client's receipt of any such invoice, which could be prior to the date the Event plays. Expenses and Costs will include, but are not limited to, airfare or cash equivalent, other transportation charges and expenditures, local lodging, meals, taxicab and/or limousine fares, and any other incidental expenses related to the Speaker's visit (unless otherwise agreed to on the reverse page of this Contract). Any payments not paid when due will be considered a default and breach pursuant to the terms set forth below.

6. **Taxes and Additional Fees, Expenses, Costs:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for performance of the terms of this Contract and for purposes of insuring any and all indemnifications provided herein. Client acknowledges that any insurance certificates issued by APB, insures only APB and its agents, servants, principals, successors, employees, employers, directors and officers and not the Speaker or its acts and omissions. In addition to any indemnifications contained in this Contract, Client shall indemnify and hold APB and Speaker harmless from its failure to comply with this provision, including any penalties and interest assessed, and attorney's fees and costs born by APB and the Speaker.

7. **Force Majeure/Acts of God/Acts Beyond Speaker's Control:** Notwithstanding any other provisions of this Contract, in the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is prevented due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, APB, Speaker and/or Client, as the case may be, shall not be responsible to the other for failure or delay in performance of its obligations under this Contract. APB and Speaker shall not be responsible in any manner for any expenses and costs incurred by the Client in preparation of such event. APB, Speaker and/or Client shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not exempt, but merely suspend, any such party from its duty to perform the obligations under this Contract until as soon as practicable after a force majeure condition ceases to exist.

8. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any other provision to the contrary, should the Speaker be delayed but arrive and presents his/her keynote address, lecture, speech or main performance or is willing to present his/her key note address, all Fees and other costs and expenses shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. Parties acknowledge, understand and agree that the Fee is for Speaker's keynote address, lecture, speech or main performance only, as the case may be. Any and all ancillary appearances including but not limited to those stated on the reverse page of the Contract, are not material to this contract and are provided as extras. APB and Speaker shall not be responsible in any manner for any expenses and costs incurred by the Client in preparation of such event. Speaker delays shall not be considered a breach of contract.

9. **Substitution:** If for any reason the Speaker cannot appear APB will use its best efforts to notify the Client and to arrange for a mutually agreeable change of date or provide a comparable Speaker that is acceptable to the Client. Should the Speaker be unable to appear as scheduled, neither APB nor the Speaker will have any liability for any expenses, fees or costs or other damages incurred by the Client whatsoever. Should the Speaker cancel and a comparable speaker not be provided, all deposits paid will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of the APB and Speaker to the Client and this Contract shall be null and void without any further recourse by either party. APB and Speaker shall not be responsible in any manner for any expenses and costs incurred by the Client in preparation of such event.

10. **No Additional Activities:** No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this contract shall constitute a breach of this contract unless agreed to in writing by the parties hereto.

11. **Assignability:** It is agreed that this is a personal service contract and that the terms of this contract are not assignable in whole or in part by any party without the written agreement of the other.

12. **Client Breach:** Should the Client cancel or breach the terms of this Contract up to ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited or immediately due to APB. In the event of cancellation or breach of the terms of this Contract within ninety (90) days of the event, the full contracted Fee shall be forfeited and the outstanding balance is due immediately to APB. In the event of any such cancellation or breach, all expenses and costs required to be paid by Client pursuant to paragraph 5 of this Contract, which had already been incurred by APB on behalf of Client or the Speaker and is non-refundable, shall be immediately due and payable to APB by Client. Client shall pay all costs and fees, including statutory interest, attorney's fees and costs, associated with enforcement of this Contract and collection of any monies outstanding.

13. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event if in its reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligation herein without recourse is reasonable in light of anticipated loss caused by such an association and the difficulties of proof of loss.

14. **Indemnification:** (a) Each party to this Contract shall indemnify the other party and any of its directors, officers, employees and agents from and against any action or threatened action, suit or proceeding arising out of or as a result of, the indemnifying party's performance under this Contract and against any and all claims, expenses, losses or damages (including

reasonable attorneys' fees that result from the actions or inaction of the indemnifying party) arising from third party claims relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such party, its officers, employees, agents or representatives; and (b) party seeking indemnification under this Contract shall (i) give prompt written notice to the indemnifying party as to the existence of the indemnifiable event, (ii) provide such information, cooperation and assistance as may reasonably be necessary for the defense of such action or claim and (iii) grant full authority to the indemnifying party to defend or settle such action or claim. A party seeking indemnification shall not compromise or settle any action or claim without the consent of the indemnifying party.

15. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

16. **Advertising:** The Client may not publicize this event until the contract is fully executed by both APB and the Client and the APB has received the required deposit. All advertising of this event in any manner, form or medium must include the words "For more information on this Speaker/Performer please visit [www.apbspeakers.com](http://www.apbspeakers.com)."

17. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/or cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker. In addition to any indemnifications contained in this Contract, Client shall indemnify and hold APB and Speaker harmless from any claims of harm to any persons or property as a result of Client's failure to so comply.

18. **Reproductions:** The event remains the intellectual property of the Speaker. Should the Speaker agree, an audio/video release form will be provided with this Contract should you wish to audio or videotape this event. No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without written permission. If permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB. APB and the Speaker reserve all copyrights for the event and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium. The content of Speaker's speech or performance shall not be deemed the moral learning or opinions of APB. The Speaker and/or APB reserve the right to videotape the event or use Client's reproduction in any manner, form or medium sent to APB and Speaker, if they so choose for marketing purposes without the need for consent by Client, Spectators or any other interested party.

19. **Public Portrayals:** Speaker's name or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker. Client shall not make an affirmative public statement or representation expressing a negative opinion unless required by law or legal process.

20. **Non-Disparagement.** During the Term of this Contract and for two (2) years after that, Client shall not make any affirmative public statement or representation expressing a negative opinion or view of APB or Speaker, its products or its services and programs, other than (i) as required by law or legal process, or (ii) statements contained in and relevant to any claim or defense contained in a pleading filed in connection with a court proceeding between the parties to enforce or judicially construe this Contract.

21. **Merchandising:** Speaker shall have the right to sell programs or merchandising items on the premises of presentation without participation by the Client, subject, however, to local concessionaire's requirements, if any.

22. **Authority:** The person signing this contract for the Client warrants that he/she is signing as a duly authorized representative of the Client. Client agrees that they have the means to fulfill their obligations pursuant to this Contract.

23. **Counterparts:** This contract may be executed in one or more counterparts, each of which will be deemed an original but all of which when taken together will constitute one in the same instrument.

24. **Entire Agreement:** This Contract constitutes the entire agreement and understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the parties. This Contract is entered into without reliance on any promise or representation other than those expressly contained herein.

25. **Modification:** This contract may not be altered, changed, modified or waived in whole or in part except by an agreement in writing signed or initialed by the parties.

26. **Facsimile:** An executed facsimile copy or scanned photocopy of this contract shall be deemed an original.

27. **Conflict:** In the event that there is a conflict between the terms and provisions of this Contract and the terms and provisions of any other Contract between the parties, this Contract shall control.

28. **Notices:** All notices and other communications required or permitted under this Contract shall be deemed to have been duly given and made if in writing and if served personally on the party for whom intended or by being mailed to the address shown herein for each such party or such other address (including e-mail addresses) as may be designated by such party.

29. **Waiver:** APB's waiver of a breach by Client of any provision of this Contract or failure to enforce any such provision with respect to Client shall not operate or be construed as a waiver of any subsequent breach by Client of any such provision or of APB's right to enforce any such provision with respect to Client. No act or omission of APB shall constitute a waiver of any of its rights hereunder except for a written waiver signed by authorized representative, on behalf of APB.

30. **Severability:** Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

31. **Governing Law/Jurisdiction and Venue:** This contract shall be governed in accordance with the laws of the Commonwealth of Massachusetts regardless of Client's location or the place of performance of this Contract. Client hereby submits to exclusive personal jurisdiction of the Courts in the Commonwealth of Massachusetts. The venue with respect to any matters in dispute that may arise under this Contract shall be in the Commonwealth of Massachusetts. Client shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees.

32. **Termination:** This Contract shall terminate upon a party's breach of this Contract or upon both parties full performance of their obligations pursuant to the terms of this Contract whichever occurs earlier.

33. **Headings:** The section headings are included only for convenience of reference, and shall not be interpreted to modify the terms of this Contract.

34. **Continued Performance:** The Parties agree to continue performing their respective obligations under this Contract while a dispute is being resolved.

35. **Arbitration:** Any controversies arising out of the terms of this Contract or its interpretation, except collection actions, shall be settled in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

36. **Survival:** Paragraphs 1, 2, 3, 4, 5, 6, 14, 15, 17, 18 and 19 shall survive termination of this Contract.





American Program Bureau, Inc.  
One Gateway Center, Suite 751, Newton, MA 02458  
Phone: 617.614.1600 Fax 617.965.6610 apbspeakers.com

Date 09/02/2015 Contract: 64555 Agent: Katlyn Townsend

**CONTRACT**

**CLIENT:** Bunker Hill Community College  
**GROUP:** Office of Diversity & Inclusion  
**FOR:**  
**PRIMARY CONTACT:**

Mr. Thomas Saltonstall  
250 New Rutherford Ave.  
Boston, MA 02129-2925  
United States  
**Phone:** (617) 228-3311 **Email:** tsalton@bhcc.mass.edu

**SPEAKER:** Tavis Smiley  
**DATE OF PROGRAM:** 10/22/2015 **TIME:** 10:00 AM

**FEE:** \$30,000.00 plus expenses outlined below.

**TRAVEL / EXPENSES:** The cost of round trip airfare is included in the fee paid by the client. Client will arrange and directly pre-pay for all hotel charges (room, tax and incidentals, 1 room, 1 night). Client will also pay for and provide all meals and professional ground transportation in event city.

**TOPIC:** African Americans in the 21st Century /The state of race relations today

**SCHEDULE:**  
9:45 AM: Leave Hotel Marlowe, Cambridge via BHCC sponsored driver  
10:00 AM: Lot 4--Arrive at BHCC--Greeted by Tom Saltonstall and Chief Barrows  
10:10 AM: B321--Greetings in Green Room  
10:15 AM: Brief Photo Shoot for BHCC's award-winning Magazine.  
10:45 AM: E175-- Meet with International Students and other Student Leaders (approximately 40 students)  
BHCC Magazine and Photographer present  
11:30 AM: E421--President's Luncheon - Student Leaders, Faculty, Administrators (approximately 25 people). Lunch prepared by BHCC Culinary Arts students.  
12:30 PM: B321--Break in Green Room presentation  
1:00 PM: A300--Moderated Conversation with Question and Answer Period following  
2:00 PM: Lot 4--Pick up by BHCC sponsored driver for drop-off at Hotel or Logan Airport

**VENUE:** Bunker Hill Community College  
250 Rutherford Ave.  
Boston, MA 02129  
United States  
**Phone:** **Fax:**

**AUDIENCE:** Bunker Hill Community College students, faculty, and community members

**SPECIAL REQUIREMENTS:** The attached rider is an integral part of this contract. This contract subject to revision/cancellation by Speaker due to unforeseen professional commitments of Mr. Smiley.

**TECHNICAL REQUIREMENTS:**

**PAYMENT:**  
\$15,000.00 Deposit Invoice due on or before 09/16/2015  
\$15,000.00 Balance Invoice due on or before 10/01/2015

**INVOICE:** Tom Saltonstall  
Bunker Hill Community College - Office of Diversity & Inclusion  
250 New Rutherford Ave.  
Boston, MA 02129

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

**CLIENT**

**AMERICAN PROGRAM BUREAU, INC.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** Heather Crowley

**NAME & TITLE:** PAM Y. EDDINGER  
PRESIDENT

**NAME & TITLE:** Heather Crowley, Contract  
Specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages.  
The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

1. **Parties:** This Contract ("Contract") is between American Program Bureau, Inc., ("APB") and the client as designated on the first page of this Contract ("Client") the parties (individually "Party" and collectively "Parties") to this Contract.
2. **Speaker:** The speaker as designated on the first page of this Contract ("Speaker") is not a party to this Contract. Speaker is an Independent Contractor and is not an employee of APB. Speaker and APB are not in a principal/agent relationship. APB has confirmed Speaker's availability and APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract. APB's relationship with Speaker is further limited to that of a booking company only. APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way to the Speaker, the Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives of any kind or any acts, omissions, statements, or any commitment made by the Speaker or by the Client to each other. Any diversion by the Speaker from any agreed upon topic shall not be considered a breach of contract.
3. **Client:** The Client and APB are not in a principal/agent relationship with respect to one another. APB's relationship with the Client is strictly limited to that of a booking company for Speaker only. No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this Contract shall constitute a breach of this Contract unless agreed upon in writing by the Parties hereto.
4. **Payment:** Any payments of the fee as designated on the first page of this Contract ("Fee"), travel expenses and costs not paid when due will be considered a default and breach of this Contract. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture or main performance only. Any and all ancillary activities including but not limited to those stated on the first page of the Contract, are not material to this contract. Any such ancillary activities performed by the Speaker or APB are strictly gratuitous and may not be relied upon or considered an amendment of this Contract.
5. **Taxes and Compliance Fees:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes, other than income taxes, and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for its performance of the terms of this Contract.
6. **Force Majeure:** In the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is prevented or delayed due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, transportation interruption or delays, Speaker illness or for any other reasons which are, in the reasonable opinion of the Speaker or APB, beyond the Speaker's control ("Force Majeure Condition"), APB, Speaker and/or Client shall promptly notify the other Party of such Force Majeure Condition and the Parties shall use its best efforts to arrange for a mutually agreeable change of time or date for the Speaker's performance. Client agrees to pay any additional travel expenses and cost incurred by the Speaker as a result of a Force Majeure Condition in addition to the travel expenses and costs Client is required to pay pursuant to the terms of this Contract. If a change of date or time cannot be agreed upon then any deposits paid by the Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Parties whatsoever. In no event shall a Force Majeure Condition require the expenditure of any additional fees by either the Speaker or APB.
7. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any provisions to the contrary, should the Speaker be delayed but arrive and present his/her keynote address, lecture, speech or main performance or is willing to present his/her keynote address, the Fee, and all travel expenses and costs, shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. In the event that the Speaker is delayed and is unable to attend the event, any deposits paid by Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Client whatsoever. In the event of a delay, APB and Speaker shall not be liable to the Client in any manner and any such delay shall not be considered a breach of contract.
8. **Substitution:** If for any reason the Speaker cannot attend the event, APB will use its best efforts to notify the Client and arrange for a mutually agreeable change of date or time. In the event that a change of date or time cannot be mutually agreed upon, APB will use its best efforts to obtain a replacement speaker for the Client. A replacement speaker's fee may be higher or lower than the original speaker's fee. Upon Client's agreement of the replacement speaker a new contract will be issued. In the event that a replacement speaker could not be obtained or agreed upon, all deposits toward the Fee paid by Client will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of APB and Speaker to the Client and this Contract shall be null and void without any further recourse or claims for damage, liability or harm by the Client whatsoever.
9. **Client Cancellation and Breach:** Should the Client cancel the Speaker's performance more than ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited and immediately due if not previously paid to APB. Should the Client cancel the Speaker's performance ninety (90) days or less prior to the event, the full contracted Fee shall be forfeited and immediately due if not previously paid to APB. In the event of any such cancellation all travel expenses and costs incurred by APB or the Speaker which are non-refundable, shall be immediately due and payable by Client to APB. Additionally, Client shall be liable for all damages and harm to APB and the Speaker arising from Client's breach of this Contract and Client's failure to perform any of the terms of this Contract. The forfeiture of any portion of the contracted Fee shall not act as a limitation of damages under this Contract. In the event of Client's breach or Client's failure to perform under the terms of this Contract, Speaker shall not be obligated to perform under this Contract.
10. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event, in APB or the Speaker's sole reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern and importance. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligations herein without recourse is reasonable in light of an anticipated loss caused by such an association and the difficulties of proof of loss.
11. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the Parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both Parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.
12. **Advertising:** The Client may not advertise, publicize or promote the Speaker's attendance or performance at the event until the Contract is fully executed by both APB and the Client, APB has received the required deposit and APB has subsequently authorized the Client in writing to advertise, publicize or promote the

Speaker's attendance or performance at the event. All advertising and promotion of the Speaker if authorized shall cease on the day of the event.

13. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/or cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker.

14. **Reproductions:** The content of the Speaker's speech, presentation and materials provided remain the intellectual property of the Speaker. Speaker reserves all copyrights for the Speaker's presentation and materials provided by Speaker and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium. No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without prior written permission from APB or the Speaker. If written permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB prior to public disbursement with sufficient reasonable time for review of said copy. The content of Speaker's speech or performance shall not be deemed the moral learning or opinions of APB.

15. **Public Portrayals:** Speaker's name, image, biographical information or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker.

16. **Miscellaneous Provisions:** This Contract shall be governed in accordance with the laws of the Commonwealth of Massachusetts. Client hereby submits to exclusive personal jurisdiction of the Courts in the Commonwealth of Massachusetts. The venue with respect to any matters in dispute that may arise under this Contract shall be in the Commonwealth of Massachusetts. Client shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees. Any controversies arising out of the terms of this Contract or its interpretation, except collection actions, shall be settled in accordance with the rules of the American Arbitration Association, in the Commonwealth of Massachusetts, and the judgment upon award may be entered in any court having jurisdiction thereof. This Contract constitutes the entire agreement and understanding of the Parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the Parties. This contract is not assignable in whole or in part by any Party without the written agreement of the other. A waiver of a breach of any provision of this Contract or failure to enforce any such provision shall not operate or be construed as a waiver of any subsequent breach of any such provision or of a right to enforce any such provision. No act or omission shall constitute a waiver of any rights hereunder except for a written waiver. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.