

AGREEMENT

DATE: May 15, 2013

NUMBER: X91013

SPONSOR: Tom Green County Library System

SPEAKER: Luis Alberto Urrea **TOPIC:** "Luis Alberto Urrea: *Into The Beautiful North*"

DATE OF APPEARANCE: October 16, 17, and 18, 2013 **TIME:** 7:00 PM

CITY, STATE / VENUE: San Angelo, Texas / Various Venues

SCHEDULE:

Wednesday, October 16th

7:00 PM - 7:40 PM Keynote Lecture (Stephens Central Library, 200-250 attendees), 7:40 PM - 8:00 PM Audience Q & A, 8:00 PM - 9:00 Book Signing

Thursday, October 17th

1:00 PM - 2:00 PM Informal Classroom Visit (15 - 20 Students) 5:00 PM - 6:30 PM Dinner with VIPs, 7:00 PM - 7:40 PM Lecture (St. Paul Presbyterian Church, 200-250 Attendees), 8:00 PM - 8:45 Small Group Q & A (15-20 Attendees)

Friday, October 18th

10:00 AM - 1:00 PM Informal Workshop and Classroom Visits (Angelo State University, 15 - 20 students)

EXPECTED ATTENDANCE: 200-300 San Angelo Community Members

TERMS: \$15,000.00 inclusive of airfare

*In addition to the terms above sponsor will provide hotel, meals, and local ground transportation.

PRIMARY CONTACT:

Wanda Green
Associate Director, Public Services
Tom Green County Library System
33 West Beauregard
San Angelo, Texas 76903
t: 325-655-7321/ Wanda.Green@co.tom-green.tx.us

AGREED:



SPONSOR

6-4-13

DATE

AGENCY

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This Agreement is made by and between The Tuesday Agency, LLC, an Iowa limited liability company (the "Agency") and the Sponsor named heretofore (the "Sponsor") (Agency and Sponsor each a "Party" and together the "Parties"). The Speaker engaged to provide services pursuant to the terms of this Agreement (the "Speaker") is not a party to this Agreement and not an employee or agent of Agency. However, the Agency has confirmed Speaker's availability and agreement to provide services pursuant to the terms set forth herein.

1. **Services.** Agency has confirmed Speaker's availability and agrees to book the Speaker for a speaking engagement (the "Event") on the terms and conditions contained herein (the "Services"). Agency's Services are limited to that of a booking company. The Event is the sole commitment under this Agreement and no additional Speaker activities are contemplated by the Agreement nor shall be performed absent the prior written consent of Agent.
2. **Payment.** In consideration for the Services, Sponsor agrees to pay, directly to the Agency the honoraria named heretofore (the "Fee"). ~~Fifty percent (50%) of the Fee shall be paid with the return of this Agreement and the remaining fifty percent (50%) will be due and payable seven (7) days prior to the date of the Event. This Agreement shall serve as the invoice and the Agency will not send any separate invoice.~~ The fee shall be delivered to "The Tuesday Agency" (EIN: 45-2625675) and mailed to: 123 North Linn Street Suite 2C, Iowa City, Iowa 52245. The Fee constitutes payment for only the Event defined heretofore, and shall not include any and all other activities or engagements. Agency reserves the right to terminate this Agreement if a fully executed Agreement is not returned to Agency within thirty (30) days of the Event date. *Full fee is due and payable upon completion w/o. of event.*
3. **Sponsor Breach.** In the event that Sponsor shall breach the terms of this Agreement not less than sixty (60) days prior to the Event then fifty percent (50%) of the Fee shall be due and payable to Agency. In the event that Sponsor shall breach the terms of this Agreement less than sixty (60) days prior to the Event then the full Fee shall be immediately due and payable to Agency.
4. **Sponsor Representations and Covenants.** Sponsor represents and covenants to Agency, from and after the date of this Agreement as follows:
 - a. Not to publicize or otherwise advertise the Event until this Agreement has been executed by Agency and Sponsor.
 - b. To provide a venue for the Event that is reasonably suitable with respect to lighting, temperature and sound amplification.
 - c. To obtain any license or permit necessary and/or pay any tax related to the Event and to comply with any federal, state, or local law, code or regulation regarding the Event.
 - d. To obtain the prior written consent of Agency prior to any broadcast, recording or reproduction of the Event.
 - e. The signer of this Agreement has the power and authority to consummate the transaction provided for in this Agreement, and this Agreement, to which Sponsor is a party, has been duly authorized, executed and delivered by Sponsor and constitutes the legal, valid and binding obligation of Sponsor enforceable in accordance with their terms.
5. **Intellectual Property.** Speaker's performance at the Event shall remain the intellectual property of Speaker.
6. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF THE OTHER PARTY, OR ANY DAMAGES OF THE OTHER PARTY RESULTING FROM LOSS OF USE, INTERRUPTION OF BUSINESS OR LOST PROFITS, ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION ON WARRANTIES PROVIDED HEREIN.
7. **Delay.** In the event of a delay of Speaker's performance then Agency shall utilize its best efforts to notify Sponsor. If Speaker shall arrive and provide a delayed Event performance within a reasonable amount of time (generally to be considered 60 minutes) then the Fee shall be due and payable in full and without setoff.
8. **Substitution.** In the event that the Speaker cannot arrive at the event in a timely manner it is understood that Agency shall make best efforts to find a suitable and mutually agreeable replacement Speaker.
9. **Force Majeure.** "Force Majeure" shall mean riots, insurrections, fires, flood, storm, explosions, acts of God, war, governmental action, earthquakes, infectious diseases (including without limitation SARS) or any other cause, which is beyond the control of a Party. If either Party is affected by Force Majeure, it shall promptly notify the other Party of the nature and extent of the circumstances in question by letter, fax or any other form of written communication. It shall at its own expense take all steps reasonably required to attempt to overcome the effects thereof. The performance of the Agreement shall be suspended throughout the period during which the Force Majeure subsists. Barring written consent from Agency under no circumstances shall the payment of money be excused for any reason ~~including without limitation,~~ the reasons set forth in this Section.
10. **Indemnification.** Agency and Sponsor (each an "Indemnifying Party") shall defend, indemnify and hold the other party harmless from and against: (1) any breach of a representation or covenant provided in this Agreement; and (2) for a third party claim, action, loss, damage, liability and expense, including without limitation reasonable attorneys' fees and costs, arising from or in connection with the grossly negligent, illegal or intentional tortious acts or omissions of the Indemnifying Party.
11. **Assignment.** Neither Party shall assign the obligations or right to receive the benefits of this Agreement without the prior written consent of the other Party.
12. **Entire Agreement.** This Agreement and any attachments constitute the entire understanding of the parties concerning the subject matter hereof. Any waiver of or amendment to the terms of this Agreement must be in writing.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, including an executed facsimile or scanned copy, each of which will be deemed an original but all of which when taken together shall constitute the Agreement.
14. **Attorney's Fees.** In the event of litigation arising under this Agreement, the parties hereby agree that the Party which prevails in such litigation shall, at the time judgment becomes final, be entitled to reimbursement for all costs of litigation, including, without limitation, all attorneys fees.
15. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to provisions related to choice of laws or conflict of laws. Any dispute arising under or relating to this Agreement shall be in the venue of Johnson County, Iowa.