

This agreement, dated January 20, 2021, in New York, NY between **Greater Talent Network, LLC**, (Federal Tax ID 95-4312582) with offices at 888 7th Avenue, Suite 922, New York, NY 10106, (hereinafter referred to as "**GTN**") as duly authorized lecture agent for the ARTIST and:

University of Florida

ATTN: Mr. Justin Donnelly, Associate Director, Student Government Advising & Operations  
ACCENT Speakers Bureau at the University of Florida  
3000 J Wayne Reitz Union  
Gainesville, FL 32611  
United States

hereinafter referred to as "**SPONSOR**" is a memorialization of the prior agreement of the parties whereby **GTN** will provide the services of: **David Dobrik**

hereinafter referred to as "**ARTIST**", to lecture (perform) at the date, time and place and subject to the terms specified herein (the Program).

1. 2. 3. Program: Time of Program: Student Q&A) Wednesday,  
Topic of Program: Date of A Conversation with David Dobrik February 3, 2021  
(45 min Moderated Q&A + 15 min 8:02 PM

4. NA, , UNITED STATES  
Place of Program:

5. Additional Activities: (See reverse side of form):

- February 3, 2021 : 7:30 PM Tech check begins
- February 3, 2021 : 8:00 PM ACCENT Chair's speech introducing the moderator and speaker
- February 3, 2021 : 9:02 PM End of show

5.1. Contract Rider(s) (if any) are: None

6. **SPONSOR** shall provide a well lighted heated (or cooled, as necessary) place for the performance, microphone and PA system, cold water with glass at podium, if applicable, all in good condition, safe and suitable for the intended use, and all other necessary stage accessories and properties. (See Rider(s) if applicable.)

7. Terms: As consideration for the ARTIST'S service SPONSOR agrees to pay to GTN the amount of (a): \$60,000.00 USD ( Sixty Thousand and 00/100 Dollars ) and (b) N/A  
Note: N/A

8. Payment: Fifty (50) percent of the agreed upon compensation shall be a non-refundable deposit, except as otherwise set forth herein, and shall accompany this signed agreement and annexed rider(s), if applicable, upon their return to **GTN**. The balance of the payment shall be received by **GTN**, in fully collected USD federal funds, at its office set forth above 1 days prior to engagement

9. **SPONSOR'S** correspondent is Steven Wolf, whose telephone # is (305) 613-0345 , whose emergency number is (305) 613-0345 and whose email address is accent@sg.ufl.edu.

10. The representative of **SPONSOR**, in signing this form, warrants that (s)he signs as a duly authorized representative of the **SPONSOR** and does not assume any personal liability unless there is a breach of said warranty. The **GTN** representative warrants that **GTN** has express authority to sign on behalf of the **ARTIST**.

**Executed for Sponsor: For Greater Talent Network, LLC**

by \_\_\_\_\_ by \_\_\_\_\_ David Buchalter,  
Interim Assistant Vice President for Student Affairs Title Senior Vice President

\_\_\_\_\_ Date 1/26/2021 1/28/2021 \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Please sign this agreement and scan or mail with your deposit, to Greater Talent Network, LLC, 888 7th Avenue, Suite 922, New York, NY 10106 | (212) 645 -4200. A fully executed copy will be returned to you. Thank you.

**The "Standard Terms and Conditions" are an integral part of this agreement and shall be binding upon the parties. Please**

# STANDARD TERMS AND CONDITIONS

1. The Sponsor agrees that GTN is acting only as a speakers bureau representing Artist who will actually furnish the services provided herein.

2. This agreement, executed by Sponsor, must be returned to GTN within seven (7) days of the date first set forth on the face of this agreement form. This agreement is not binding on GTN or Artist unless and until the deposit required is received in fully collected US federal funds and a copy of this agreement is signed by an authorized GTN representative.

3. [a] This agreement is non-cancelable by Sponsor; all amounts due as set forth in Page 1, Paragraph 7 (Terms, on reverse) shall be paid in full.

3. [b] In the event that Artist is unable to, or for any reason, including professional responsibility, prevented from, appearing, this agreement shall be considered terminated and the Sponsor shall have no claim for damages against GTN or Artist. If Artist is unable to appear, GTN shall use its best efforts to arrange a mutually satisfactory Artist. If GTN and Sponsor are unable to agree upon a replacement artist, the fee paid by the Sponsor will be refunded by GTN and the Sponsor shall have no further claims on GTN or Artist.

3. [c] In the event that the performance of this Agreement, or any part thereof, is prevented by acts of God, wars, strikes, terrorist activity, pandemics, epidemics or threats thereof, violent weather or similar events of force majeure, GTN, Sponsor and Artist shall not be responsible to any party for delay in the performance of its obligations pursuant to this Agreement. Each party agrees to notify the others immediately upon receiving information as to the existence of a force majeure circumstance affecting this Agreement. All parties agree that this clause shall serve to suspend, but not excuse, all parties from the performance of their obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable after the force majeure circumstance is no longer present.

4. Additional Activities, if any, are not deemed part of the Program. Except as specifically set forth in this agreement no Additional Activities shall be planned by Sponsor nor expected of Artist. The compensation set forth is understood to be for the Program only, and Additional Activities set forth, if any, are understood to be undertaken on a best efforts basis, gratis, by Artist.

5. Unless specifically provided to the contrary herein, Sponsor shall be responsible for the cost of all transportation necessary to transport the Artist from Artist's home or office at the city of origin to the place of performance, and to return Artist from the place of performance to the point of origin, including all air and ground transportation, and to the extent required, hotel and meals costs in connection with travel arrangements. If applicable, GTN will include travel, lodging, transportation and service fees (which may be non-refundable) including both those charged by third parties and those related to GTN's direct efforts. All ground travel must be arranged through a fully insured and commercially licensed car service operator. It is understood that all commercial transportation will be purchased only with fully refundable tickets for the agreed number of travelers at the fare(s) in effect at the time of purchase, and that Sponsor will promptly repay GTN for all costs and fees associated with said transportation. If Sponsor is responsible for first class airfare and Artist elects to use private aircraft, Sponsor shall be responsible for the cost of fully refundable first class airfare for the agreed number of travelers.

6. In the event Sponsor refuses or neglects to perform any of the items

herein stated, and/or to perform any obligations herein stated, and/or fails to make any payment provided herein, Artist shall have the right to refuse to perform this contract, and GTN shall retain any amounts paid to GTN by Sponsor, and Sponsor shall remain liable to GTN for the agreed compensation. In addition, if, on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract for any engagement through GTN, or if the financial standing or credit of Sponsor has been impaired or is, in GTN's sole opinion, unsatisfactory, GTN shall have the right to demand the compensation forthwith. If Sponsor fails or refuses to make such payment forthwith, GTN shall have the right to cancel this engagement by notice to Sponsor to that effect, and to retain any amounts theretofore paid to GTN by Sponsor, and Sponsor shall remain liable to GTN for the agreed compensation herein set forth.

7. The Program to be furnished by GTN shall receive billing in such order, form, size and prominence as approved by GTN in all advertising and publicity issued by or under the control of Sponsor. Artist's name, voice and/or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising. Promotional materials supplied by GTN are preapproved. Any additional promotional materials are subject to GTN's approval.

8. Sponsor shall not itself, nor shall it permit others, to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio portions of the Program, or any part thereof, without the expressed written permission of GTN. Sponsor consents to the use of the images of its facilities and venue in any recording and/or rebroadcasting by GTN or other authorized party of the Program or any part thereof.

9. This agreement shall not in any way be construed so as to create a partnership, or any kind of joint venture undertaking or venture between the parties hereto, nor make GTN liable, in whole or in part, for any obligation that may be incurred by Sponsor.

10. Sponsor hereby indemnifies and holds GTN and the Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against GTN or Artist or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Program, which claim does not result from the active negligence of the Artist and/or GTN.

11. Sponsor agrees that the terms of this agreement, and any documentation and correspondence relating to or arising out of this agreement and/or to the appearance of Artist are strictly confidential and may not be directly or indirectly disclosed to any third parties without the prior written consent of GTN. The Sponsor acknowledges that any breach or alleged breach of this confidentiality shall be deemed a breach of this agreement by Sponsor. This paragraph shall survive the termination or expiration of this agreement.

12. GTN acts herein only as speakers bureau representative for Artist and is not responsible for any act of commission or of omission on the part of either Sponsor or Artist, or in any way for any statement or opinion expressed by Artist in furtherance thereof, and for the benefit of GTN, it is agreed that Sponsor will not name or join GTN as a party in any civil action or suit arising out of, in connection with, or related to, any act(s) of commission or omission

13. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Sponsor.

14. This agreement (i) cannot be assigned or transferred without the written consent of GTN, (ii) contains the sole and complete understanding of the parties hereto and (iii) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this agreement shall be governed by the laws of the State of New York as if this agreement were signed and completely performed in New York, regardless of the place of performance. Any litigation between and/or among the parties to this contract shall be adjudicated in New York State and for that purpose each party expressly and irrevocably consents to jurisdiction and venue in the Supreme Court, New

15. In the event of a breach of this agreement by Sponsor, GTN shall be entitled to its reasonable attorney's fees and disbursements incurred in connection with the breach by Sponsor and/or the collection of any outstanding sums due GTN hereunder together with a finance charge of 1.5% per month from the date any payment became due.

16. All press releases and the printed program should contain the following credit line:  
"Arrangements for the appearance of "Artist Name" made through Greater Talent Network, LLC, New York, NY"

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888 7th Avenue, Suite 922  
New York, NY 10106  
Phone: (212) 645-4200  
Fax: (212) 627-1471

University of Florida  
Mr. Justin Donnelly  
Associate Director, Student Government Advising & Operations  
ACCENT Speakers Bureau at the University of Florida  
3000 J Wayne Reitz Union  
Gainesville, FL 32611  
United States

January 21, 2021

This addendum is part of GTN contract #33456, by and between Greater Talent Network, LLC and University of Florida.

- Event will be livestreamed on a password protected, non-public facing platform;
- Recording will be available for internal, archival purposes only on a non-public facing and non-downloadable platform
- Questions from the moderator to be provided for Speaker's review and approval not less than 7 days prior to the event
- Moderator must be approved in advance by Speaker
- Sponsor will provide three hoodies in the sizes XL, L and M for Speaker. Sponsor is responsible for any applicable shipping & handling costs

Please indicate your acceptance of these terms by signing below:

Executed for Sponsor Greater Talent Network, LLC

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

1/26/2021 1/28/2021

# Video Permission Request Form

Name: Phone: \_\_\_\_\_ Event Date: \_\_\_\_\_  
 University of Florida  
 Contract #: 33456 Organization: Contact  
 Speaker Name: Contact David Dobrik Steven Title: E-Mail: accent@sg.ufl.edu  
 Wolf (305) 613-0345 2/3/2021

**Requests should be made as soon as possible by sponsoring organizations, their employees, and affiliates (“Sponsors”). Requests will be granted on a case-by-case basis depending upon the time, date, and Artist requirements. Greater Talent Network, LLC (“GTN”) reserves the right to decline any video, digital, or other recording request (“the Recording”).**

Sponsors acknowledge that all results, product and proceeds of Sponsors’ Recording (including all original ideas in connection therewith) shall be considered a “work made for hire” for GTN for the purposes of United States copyright law; and, therefore, GTN shall be the author and copyright owner thereof for all purposes throughout the universe. GTN shall solely and exclusively own throughout the universe in perpetuity, including renewal and extension periods, if any, all rights of every kind and nature whether now or hereafter known or created in and in connection with such results, product and proceeds including: (i) the copyright and all rights of copyright; (ii) trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any territory, including all rental, lending, fixation, reproduction, broadcasting (including television transmission), distribution and all other rights of communication by any and all means, media, devices, processes and technology; and (iii) all rights generally known as the “moral rights of authors”. In the event this is not deemed a work made for hire by a court of competent jurisdiction, Sponsors hereby assign all of their right, title and interest in and to (i)-(iii) above to GTN.

By signing this form, Sponsors agree to retain any recordings of the event for internal archival purposes only and will not sell or reproduce the video recording for any purpose. **Sponsors also agree to supply a copy of all recordings to GTN within two weeks following the engagement.**

**Please return this form with your signed contract**

Are you recording?:  only No  Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Associate Director

Yes, for archival use

Print Name: Justin Donnelly 1/22/2021 Date:

*\* Any costs incurred for videotaping are the responsibility*

1/28/2021

# Office Use/GTN

Permission: Yes No Initials: Date:

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This 2nd day of January, 2021 ("Agreement"), between the University of Florida Board of Trustees, on behalf of ACCENT Speaker's Bureau at the University of Florida ("UF") and NIA ("PRODUCER"), furnishing the services of David DeBora ("ARTIST").

UF and PRODUCER (collectively the "Party") mutually agree as follows:

PRODUCER to furnish the services of ARTIST, as described herein ("Engagement" or "Performance") set forth, including without limitation, any and all addenda, ARTIST riders, and exhibits referenced herein, herein by reference:

University of Florida Virtual Platform (Microsoft Teams or Zoom)  
February 03, 2021  
10:00PM

1. ES: Begin by 7:30PM and be completed no later than 8:00PM on the date of the performance(s).  
\$60,000.00 USD Fial Guarantee, via UF check to either ARTIST or PRODUCER, as specified in the rider hereto as Exhibit "A", within thirty (30) business days following the Engagement. UF shall not be responsible for union fees, welfare or insurance obligations, or any other obligation not specifically stated in this Agreement.

Walf  
Equipment contained within Exhibit A (if applicable). ARTIST's specific technical requirements including, but not limited to, amplification equipment, piano or other musical instruments, stage requirements, and other equipment needed, must be provided to UF by ARTIST at least 7 Business Days prior to the event and must be provided by PUCHASER and made a part of this Agreement. Unless otherwise indicated and at ARTIST's request, grips and stage labor to set up and remove any stage, and to load and unload all equipment to be used in the performance(s) covered by this Agreement.

2. LOAD-IN: All equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable advance detailed in Exhibit A (if applicable).

3. ARRIVAL: ARTIST shall arrive at the Engagement site at least 7 days prior to the Engagement of the exposed time of arrival of ARTIST's musical instruments, and notify Starr Wolf at 395-611-6146 or UF at a mutually agreed upon time by UF or notified of delayed arrival time at least 4 hours before the Engagement time. UF shall have no liability for this Agreement without liability to UF.

4. ACCOMMODATIONS: All transportation and accommodations for ARTIST and PRODUCER, including travel agents and family members is ARTIST'S or PRODUCER'S responsibility. Transportation and accommodations limited to, hotel, air travel, air freight and excess baggage, ground transportation, meals and other accommodations.

5. INSURANCE: PRODUCER is required prior to inclusion of ARTIST'S Performance hereunder in a subscription or listing for any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior written consent.

6. TICKETS: PRODUCER shall be responsible for the sale of tickets for the Performance(s) covered by this Agreement and to offer said tickets for sale at locations to be determined by PRODUCER. The price for the Performance shall be scaled at the following prices:

- 0.00 each
- 50.00 each
- 1.00 each

7. SECURITY: UF shall provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the performance(s) covered by this Agreement.

8. LIST: ARTIST must provide list of persons or organizations receiving such tickets to UF prior to the date tickets are sold. Complimentary tickets will be determined by mutual written agreement between UF and ARTIST or by the discretion of UF.

9. TRAVEL: ARTIST shall be responsible for the cost and expense of all travel, including but not limited to, airfare, hotel, and ground transportation.

10. VENUE: ARTIST shall be responsible for the cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER.

11. COMPLIANCE: ARTIST shall be responsible for compliance with applicable laws and regulations pertaining to health and safety, licensing, insurance, hygiene, fire, accessibility in relation to the performance(s) and the venue(s) for such performance(s).

12. SAFETY: ARTIST and PRODUCER are jointly responsible for providing a safe environment for the Engagement, including but not limited to, stage covering, grounding, supervision and direction of the Engagement, and security. The percentage of responsibility shall be directly related to the decision-making authority or production control set forth herein or in the rider.

13. CREATIVE CONTROL: ARTIST shall have the creative control over the production and presentation of ARTIST'S performance at the Engagement. PRODUCER shall not be limited to the details, means, methods of the performance, and PRODUCER shall have the right to hire performance personnel other than the ARTIST specified herein, so long as the performance personnel and methods have been approved in writing by UF.

14. ANNOUNCEMENTS: ARTIST shall be responsible for the announcements at the performance(s) and to take any other steps deemed necessary by UF to protect the performance and attendance.

This Engagement Agreement is entered into this 11th day of January, 2021 ("Agreement") between the University of Florida Board of Trustees, on behalf of ACCENT Speaker's Bureau at the University of Florida ("UF") and NIA ("PRODUCER"), furnishing the services of David DeBora ("ARTIST").

UF and PRODUCER (collectively the "Party") mutually agree as follows:

1. ENGAGEMENT: UF hereby engages PRODUCER to furnish the services of ARTIST, as described herein

("Engagement" or "Performance") upon all terms and conditions herein set forth, including without limitation, any and all addenda, ARTIST riders, and exhibits referenced herein, attached hereto and fully incorporated herein by reference.

2. ENGAGEMENT VENUE(S): Unjynsalty of Florida Virtual (Microsoft Teams or Zoom)

3. DATE OF ENGAGEMENT: February 03, 2021

4. TIME OF ENGAGEMENT: 8:00PM to 9:00PM

5. ARRIVAL TIME: 7:30PM

6. LOAD-IN: LOAD-OUT: N/A

7. TECHNICAL REHEARSALS: Begin by 7:30PM and be completed no later than 8:00PM on the date of the performance(s).

8. COMPENSATION: UF shall pay \$60,000.00 USD Fial Guarantee, via UF check to either ARTIST or PRODUCER, as specified in the ARTIST Rider (if applicable), attached hereto as Exhibit "A", within thirty (30) business days following the Engagement. UF shall not be responsible for the payment of royalties, union fees, welfare or insurance obligation, or any other obligation not specifically stated in this Agreement.

9. PRODUCTION AND CATERING:

a) Production Contact: Starr Wolf

b) Production and catering details contained within Exhibit A (if applicable). ARTIST's specific technical requirements including, but not limited to, specific electrical power, amplification equipment, piano or other musical instruments,

stage equipment, and other equipment or technical services needed, must be provided to UF by ARTIST at least 7 Business Days prior to the event and must be specifically agreed to in writing by PUCHASER and made a part of this Agreement. Unless otherwise indicated and at ARTIST'S request, UF shall provide for grips and stage labor to set up and remove any stage, and to load and unload all equipment to be used in the performance(s) covered by this Agreement.

c) ARTIST

UF and PRODUCER (collectively the "Party") mutually agree to provide all equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable equipment and services per advance detailed in Exhibit A (if applicable).

ARTIST shall be responsible for the cost and expense of all travel, including but not limited to, airfare, hotel, and ground transportation.

ARTIST shall be responsible for the cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER.

Performance shall be scaled at the following prices:  
VF Student tickets at \$0.00 each  
General Public tickets at \$1.00 each  
Other Non-A tickets at \$0.00 each  
d) UF further agrees to provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the Performance(s). e) For complimentary tickets, ARTIST must provide list of persons or organizations receiving such tickets to VF prior to the date tickets go on sale. The number of complimentary tickets will be determined by mutual written agreement between UF and ARTIST or PRODUCER

12. **MERCHANDISING:** N/A/N/A split-UF/ARTIST/PRODUCER  
13. **FACILITIES:**  
a) UF agrees to furnish, at its sole cost and expense on the date(s), time(s), and location(s) of the Engagement as stated above in Sections 2 and 3, all that is necessary for the proper and lawful presentation of the Engagement, in accordance with industry standards and including without limitation, a suitable venue that is temperature controlled, ventilated, lighted, clean and in good order, stage curtains and all necessary sound equipment in working condition including amplifiers, microphones in number and quantity as required by PRODUCER, dressing rooms (clean, comfortable, heated and air-conditioned, near the stage), all necessary electricians and stage hands, all necessary lightening, tickets, house programs, all required licenses (including musical performing rights), adequate security, ushers, ticket sellers (if applicable). UF shall pay all other necessary expenses in connection therewith.  
b) UF agrees to provide law enforcement and other security personnel as needed, in VF's sole discretion.

cost of artist (see 16.1)

SYU will provide for routine clean-up and janitorial maintenance of the facilities used for the Performance(s) and shall provide custodial personnel as necessary for such purpose. d) UF will forthwith provide, at its sole cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in Exhibit A or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER and VF in writing. e) UF shall comply with all applicable laws and regulations pertaining to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s)

f) UF, PRODUCER and ARTIST are jointly responsible for providing a safe environment for the Engagement, including but not limited to the following: staging, stage covering, grounding, supervision and direction of the Engagement, and security. The percentage of responsibility for each Party shall be directly related to the decision-making authority or production control set forth herein or in Exhibit A or Artist Rider.

10. Conditions for ARTIST and PRODUCER, including

... shall include: 1. Artist's SES: 21% of net revenue. 2. Artist's net revenue...

baggage, ground transportation, meals and other accommodations include incidentals.  
11. **SAVINGS AND TICKETS:** (if applicable) a) UF agrees that written consent of PRODUCER is required prior to inclusion of ARTIST'S Performance hereunder in a subscription or other type of series. b) UF shall not commit ARTIST to any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior approval. c) UF agrees to provide tickets for the Performance(s) covered by this Agreement and to offer said tickets for sale at locations to be determined by UF. Tickets for the

with:

**PRODUCTION CONTROL:**

a) PRODUCER shall have the creative control over the production and presentation of ARTIST'S performance at the Engagement hereunder, including but not limited to the details, means, methods of the performance, and PRODUCER shall have the right to designate and change the performance personnel other than the ARTIST specified herein, so long as the performance personnel and sound volume/decibel level have been approved in writing by UF.

UF reserves the right to make announcements at the performance(s) and to take any other steps

deemed necessary by VF to protect the safety or welfare of those in attendance.

designate and change the artist



Updates 7/2019

PRODUCER shall be deemed to have committed a substantial and material breach ("Breach") of this Agreement and UF shall have the absolute right in

transportation; failure of technical facilities; failure or delay of ARTIST C... including anticipated failure to perform, based upon a Force Majeure Event is

its sole discretion to cancel the Engagement or terminate the performance in progress, and to use to compensate ARTIST and PRODUCER accordingly. In such instances, JST is, with the American Federation of Musicians, Inc. and the International Federation of Musicians, Inc. by

**ENGAGEMENT AGREEMENT**  
**15. FORCE MAJEURE EVENT; The University of Florida, Gainesville, Florida**

a) A "Force Majeure Event" shall mean an Agreement, by UF PRODUCER or any one or more of the following acts which make performance under the terms of this Agreement... of PRODUCER and/or ARTIST... labor disputes (including, without limitation, a strike, lockouts, job actions, or other work stoppages); u-c.; explosions; floods; hurricane warnings issued by any governmental agency for area

excused and is not a material breach of this Agreement. Accordingly, UF reserves the right to cancel the Engagement... At: revn rfvm, eoce fer AR DST c) UF's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement according to 15.16. RIGID TO CANCEL ENGAG, NT/BREACH:  
a) UF's right to cancel other than Force Majeure Event: In the event that (i) ARTIST arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST or PRODUCER creates an unsafe condition that makes the performance dangerous to the patrons and/or UF's employees, or (iii) ARTIST or PRODUCER violate Section 23.b) h. e- Compliance with Laws, Regulations, Rules, (iv) PRODUCER fail to comply with the insurance requirement of Section 19.a), then ARTIST or

**UF ENGAGEMENT AGREEMENT**  
The University of Florida, Gainesville, Florida

**MAJEURE EVENT:**

A "Force Majeure Event" shall mean any one or more of the following acts which make the Agreement, by UF, PRODUCER or ARTIST, impossible or unsafe and is beyond the control of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of Engagement attendees; musicians or other performers, or any of PRODUCER's key personnel, embargoes, labor disputes, strike, lockouts, job actions, or boycotts; fires, explosions; floods; hurricane warnings issued including location of Engagement; shortages of energy or other essential services; failure of transportation; death, disability, illness; injury or other inability to perform ARTIST's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event. Accordingly, UF reserves the right to cancel the Engagement or group performance for ARTIST.

UP's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event. Accordingly, ARTIST is not entitled to compensation.

**TO CANCEL ENGAGEMENT/BREACH:**

**UP's right to cancel other than Force Majeure Event:** In the event that (i) ARTIST is not performing, or (ii) the ARTIST arrives at the performance in such a condition that makes the performance dangerous for the patrons and/or UF's employees, or (iii) ARTIST or PRODUCER fail to comply with Laws, Regulations, Rules, or (iv) ARTIST or PRODUCER fail to comply with Section 19.a), then ARTIST or PRODUCER shall be deemed to have committed a substantial breach of this Agreement and UF shall have the absolute right in its sole discretion to cancel the Engagement or group performance, and to refuse to compensate ARTIST and PRODUCER accordingly. In such instance, UF shall be deemed to have the absolute right to cancel the Engagement or group performance. In the event of ARTIST's unforeseen inability to perform, UF reserves the right to cancel the entire contract and to reserve the right to enforce any other remedies allowed by law, and UF will be relieved of any responsibility for the performance. Any failure of ARTIST to perform may be excused only for sickness, illness, or other conditions beyond the control of the ARTIST. ARTIST or ARTIST's failure to perform or to substitute any other individual or groups performance for ARTIST if Artist is a Force Majeure Event. In the event of the payments as provided herein, fails to proceed with the Engagement, or fails to furnish documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, shall constitute a Breach of this Agreement. PRODUCER or ARTIST must notify UF of alleged Breach within twenty-two (22) hours from the time notice is received to cure the Breach. If UF fails to cure the Breach, UF shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies hereunder, to cancel any or all remaining Engagement(s) hereunder and (ii) PRODUCER shall be deemed to have committed a Breach of this Agreement and UF shall have the right to cancel the Engagement or the transactions contemplated hereunder.

**RECORDING/BROADCAST:**

UP shall use reasonable effort to prevent the recording, photographing or videotaping of ARTIST, or the performance. UP's responsibility shall be limited, in any event, to reasonable and lawful acts of such photographing, recording, or videotaping. PRODUCER and ARTIST acknowledge that patrons and non-professional cameras during the performance. Accredited members of the media are permitted to take one flash photograph during the first 3 songs of musical engagement.

**AGENT:** PRODUCER and ARTIST warrant and represent that PRODUCER has the requisite authority to enter into this Agreement.

**INSURANCE:** PRODUCER shall, at its own expense, maintain and carry insurance in full force and effect throughout the term of this Agreement through the completion of the Engagement, with financially sound and reputable insurance carrier, with limits no less than \$1,000,000.00 per occurrence, per person, per bodily injury (including death) and property damage which may arise from or in connection with the Engagement under this Agreement and the Engagement. A PRODUCER shall provide to UF a copy of the insurance coverage specified in this Agreement and must list the University of Florida Board of Regents as an additional insured. A copy of said insurance certificates are available upon request. ARTIST and PRODUCER shall provide written notice in the event of a cancellation or material change in ARTIST's or PRODUCER's reduction of ARTIST's or PRODUCER's insurance coverage occurs, ARTIST and PRODUCER shall be deemed to have committed a Breach of this Agreement, without lapse of coverage to the UF whatsoever. Failure to comply with this Agreement shall constitute a Breach of this Agreement.

UP shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurance carrier, with limits no less than \$2,000,000.00 per occurrence, per bodily injury (including death) and property damage which may arise from or in connection with this Agreement and the Engagement.

**INTELLECTUAL PROPERTY:** ARTIST is solely responsible for the content of material performed and shall hold UF harmless from any and all claims for infringement or other alleged illegal use of materials performed by ARTIST at the Engagement on behalf of UF. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the performance and those of its officers, employees, public servants and agents while acting within the scope of this Agreement.

The Parties agree that nothing contained herein shall be construed or interpreted as (1) denying to any Party under the laws of the State of Florida; (2) the consent of UF or their agents to a waiver of UF's sovereign immunity beyond the limited waiver provided in section 768.28 Florida Statutes.

*Handwritten:* of [unclear] +s Knowledge

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[redacted] ARTIST. ARTIST's agent must notify  
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[redacted] ns shall perform on the scheduled date  
right to cancel the

PRODUCER or ARTIST with any ON. tickets or  
ns required hereunder, at the times herein specified  
shall be each of this Agreement. PRODUCER or  
UF of all, alleged Breach in writing and allow UF to file  
from the time notice is received to cure the Breach  
alleged Breach, PRODUCER shall (in PRODUCER  
without prejudice to any other rights and remedies  
terminate this

d cancel any or all remaining Engagement(s) hereu  
PRODUCER and ARTIST shall have no further ir  
Engagement or the actions contemplated by this Agr  
UF shall use reasonable effort to prevent the record  
videotaping of ARTIST, without permission, or an  
performance. UF's responsibility shall be limited, in

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18. ROLE OF AGENT: PR  
and represent that PRODUCER  
act as an agent for ARTIST and

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o substitute any other individual or groups performance for ARTIST if  
Artist is not able to perform as scheduled. 's or ARTIST's right to cancel  
other than Force Ev-nt. In the event UF refuses or  
neglects to provide herein stated or refuses or neglects  
to substantially comply with any provisions hereunder,  
fails to promptly make any ents as provided herein,  
fails to proceed with the Engagement, or fails to furnish

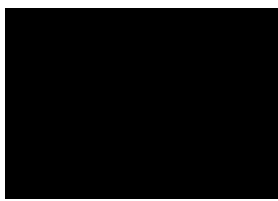


~d PRODUCER shall provide UF with 30 days' advance the insurance coverage specified in this Agreement and must list the University of Florida Board of Trustees as an additional insured. written notice in the event of a cancellation or material change

in~ PRODUCER's insurance policy. If cancellation or reduction of ARTIST's or PRODUCER's insurance coverage OCCURS,~ PRODUCER shall obtain substitute coverage as required under this Agreement, without lapse of coverage to the UF whatsoever. Failure to comply with this Section constitutes a material Breach of this Agreement.

b) UF shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes but is not limited to, commercial general liability, with limits no less than \$2,000,000.00 per occurrence, protecting it from claims for bodily injury (including death) and property damage which may arise from or in connection with UF's obligations under

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is solely responsible for the content of material performed and shall hold UF harmless from any claim of libel, copyright infringement and the Engagement

infringe. nent o tber all ged illegal use of materials performed by ARTIST at the Engagement covered by this

Agreement \_\_ Each Party here assumes any and all risks of personal injury and property damage attributable to its own negligent acts or omissions and those of its officers, employees, public servants and agents while acting within the scope of their employment under this Agreement.

c) The Parties agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of UF or their agents and agencies to be sued; or (3) a waiver of UF's sovereign immunity beyond the limited waiver provided in section 768.28 Florida Statutes.

Updates 7/2019

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UF ENGAGEMENT AGREEMENT  
The University of Florida, Gainesville, Florida

**NOTICES:** All notices required or permitted hereunder shall be in writing and sent via email to the following Party representatives:

UF:	ARTIST/PRODUCER:
<u>Justin Dannelly</u> (Name)	<u>David Debrak</u> (Name)
<u>ACCENT Speaker's Bureau</u> (Organization)	<u>Greater Talent Network</u> (Agency)
<u>3000 J. Wayne Brigg Union PO Box</u> <u>118505</u> (Address)	<u>437 Fifth Avenue</u> (Address)
<u>Gainesville, FL 32611</u> (Address)	<u>New York, NY 10016</u> (Address)
<u>352-392-1666</u> (Telephone)	<u>212-647-6334</u> (Telephone)
<u>jdannelly@ufsa.ufl.edu</u> (E-mail)	<u>DavidD@greater talent.com</u> (E-mail)

**CONTROLLING TERMS:** In the event that any of the provisions of any attached riders, addenda, exhibits or other attachments herein conflict with any portion of this Agreement, the terms of this Agreement shall govern.

- MISCELLANEOUS:**
- a) **Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be commenced and maintained exclusively in the state courts in and for Alachua County, Florida, and the Parties agree to submit to the personal jurisdiction of such court.
  - b) **Compliance with Laws, Regulations, Rules:** The Parties specifically agree that the Parties' performance under this Agreement shall be governed by all rules, policies and procedures of the University, as applicable and as the same may be amended from time to time, and all laws, ordinances, regulations or other authority, as applicable.
  - c) **Public Records:** This Agreement and any other documents made or received by UF in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure under Florida law.
  - d) **No Modification:** No modification, amendment or alteration of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. This instrument contains the entire agreement made between the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by all Parties hereto or their respective successors in interest.
  - e) **No Waiver:** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party hereto, by written notice executed by such Party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
  - f) **No Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors,

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with any person who is a party to this agreement shall apply to the student or other person.

23.

**MISCELLANEOUS;** a) **Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of

Florida. Any litigation arising under this Agreement shall be commenced and maintained exclusively in the state courts in and for Alachua County, Florida, and the Parties agree to submit to the personal jurisdiction of such court.

b) **Compliance with Laws, Regulations, Rules:** The Parties specifically agree that the Parties' performance under this Agreement shall be governed by all rules, policies and procedures of the University, as applicable and as the same may be amended from time to time, and all laws, ordinances, regulations or other authority, as applicable.

c) **Public Records:** This Agreement and any other documents made or received by UF in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure under Florida law.

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e) **No Waiver:** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party hereto, by written notice executed by such Party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

f) **No Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Parties.

g) **Independent Contractors:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between UF and ARTIST or PRODUCER. Neither shall be bound by the acts or conduct of the other. h) **Authority:** Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

i) **Effective Date:** This Agreement shall not become effective until executed by UF, after the signature of the PRODUCER and ARTIST. Any change in this Agreement made by ARTIST or PRODUCER after the signature of UF shall constitute a counteroffer and shall not constitute a binding contract until an amendment to the original Agreement has been approved in writing and signed by all Parties, in accordance with Section 23.d) above.

j) **Use of UF Name Prohibited:** Except as expressly agreed to in writing by UF, the UF name, UF symbols and likeness shall not be used by PRODUCER or ARTIST in connection with the promotion or holding of performance(s) covered by this Agreement. k) **Political Endorsement Prohibited:** Artist shall not publicly endorse any political candidates during engagement at UF.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last written below and in accordance with Section 23.i) above.

ARTIST / PRODUCER

1/28/2021

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

BY \_\_\_\_\_

1/26/2021

(Signature)

(Date)

Chief of Staff: President William Atkins (Printed Name)

David Buchalter (Printed Name)

(Title)

Agent (Title)

Interim Assistant Vice President for Student Affairs

(Title)