

Contract No. 34183

This agreement, dated July 22, 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: **Emmanuel Acho**

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: Audience Q&A) Monday, August
Topic of Program: Date of A Conversation with Emmanuel 30, 2021
Acho (45 min Moderated + 15 min 7:00 PM
4. Curtis M. Phillips Center, Gainesville, FL, UNITED STATES Place of Program:

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

August 30, 2021 : 6:30 PM Arrive at Venue
August 30, 2021 : 8:05 PM VIP Reception with Student Leaders (15 mins)
August 30, 2021 : 8:20 PM Depart Venue

5.1. Contract Rider(s) (if any) are: [UF Engagement Agreement](#)
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.) Sponsor agrees to follow all then current federal, state and local guidelines required to hold the Program.

7. Terms: As consideration for the ARTIST'S service SPONSOR agrees to pay to GTN the amount of (a): \$110,000.00 USD (One Hundred Ten Thousand and 00/100 Dollars) and (b) includes all travel expenses.
Note: NA

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 30 days prior to engagement
[university policy is NET30, but will make best effort to make payment within 7 business days](#)

9. **SPONSOR'S** correspondent is Jordan Klein, whose telephone # is (352) 273-4429 , whose emergency number is (516) 510-0964 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 _____

Interim Assistant Vice President for Student Affairs Title

David Buchalter, Senior Vice President July 27, 2021

8/5/2021 | 10:06 AM EDT

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

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DocuSign Envelope ID: 73651A8A-16AA-43A4-A27B-6271563F5EA0

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 performance shall occur as soon as practicable obligations pursuant to this Agreement, and that full negligence of the Artist and/or GTN.

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.

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

[See UF Agreement #17](#)

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

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 of Sponsor or Artist.

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 compensation. In addition, if, on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract apply to the singular, plural, and to all genders.

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.

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

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 York County, or the United States District Court for the Southern District of New York. The terms "Sponsor" and "Artist" as used herein shall include and

Florida

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"

Contract # 34183 Page 4 of 7 _____ Initial
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DocuSign Envelope ID: 73651A8A-16AA-43A4-A27B-6271563F5EA0

Video Permission Request Form

34183

Event Date:

University of Florida

Contract #:

Emmanuel Acho

Organization: Contact

Speaker Name: Contact Jordan Klein (352)

Title: E-Mail:

accent@sg.ufl.edu

Name: Phone:

273-4429

8/30/2021

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

Signature:

Are you recording?:

Yes, for archival use only
☐ No ☐

Title:

Interim Assistant Vice President
for Student Affairs

Print Name:

William Atkins 8/5/2021 | 10:06 AM EDT Date:

* Any costs incurred for videotaping are the responsibility of the sponsoring organization.

Office Use/GTN

Permission: Yes No Initials: Date:



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8. **COMPENSATION:** UF shall pay \$110,000.00 USD Flat 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 obligations, or any other obligation not specifically stated in this Agreement.

9. **PRODUCTION AND CATERING:**

- Production Contact: Jordan Klein
- 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 requirements, 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.
- ARTIST agrees to provide all equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable equipment and services per advice detailed in Exhibit A (if applicable).
- ARTIST or PRODUCER shall notify UF at least 7 days prior to the Engagement of the expected time of arrival of ARTIST's materials and/or ARTIST's crew.
- The ARTIST must arrive in Gainesville, Florida, and notify Jordan Klein at 516-510-0964 or UF at a mutually agreed upon time by UF and ARTIST. Unless UF is notified of delayed arrival time at least 4 hours before the Engagement time, UF shall have the unilateral option to terminate this Agreement without liability to UF.

10. **TRANSPORTATION AND ACCOMMODATIONS:** All transportation and accommodations for ARTIST and PRODUCER, including without limitation, their staff, employees, agents and family members is ARTIST'S or PRODUCER'S responsibility. Transportation and accommodations include, but are not limited to, hotel, air travel, air freight and excess baggage, ground transportation, meals and other incidentals.

11. **SCALING AND TICKETS:** (if applicable)

- 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.
- UF shall not commit ARTIST to any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior written approval.
- 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 Performance shall be scaled at the following prices:
UF Student tickets at \$0.00 each
General Public tickets at \$0.00 each
Other N/A tickets at \$0.00 each
- UF further agrees to provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the Performance(s).
- For complimentary tickets, ARTIST must provide list of persons or organizations receiving such tickets to UF 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 N/A%

13. **FACILITIES:**

- 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.
- UF agrees to provide law enforcement and other security personnel as needed, in UF's sole discretion.
- UF shall 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.
- UF will further 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 UF in writing.
- 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).
- UF, PRODUCER and ARTIST are jointly responsible for providing a safe environment for 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.

14. **PRODUCTION CONTROL:**

- 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 UF to protect the safety or welfare of those in attendance.

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Updates 7/2019

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11) PRODUCER ll1uill h1 lve the c:rc11 lve control over tbc pro<luellou 1111 \_Pm.c r, • d PRODUCER shall hllve the ril,bl tu hereunder,

lm.:ludiOM but ool limited to the dcl~il~j ' .n:• :.,C~t; ,~} ~~~~=:• s°:1ona as tile perfonnan'I'! pc'l'liOMcl

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Exhibit A or Anlst Rider.

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#### 15. FORCE MAJEURE EVENT;

The University of Florida, Gainesville, Florida ~ 5,-. Q +for tj

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c) UF's failure\_ to perform, includin antic- scd u n a Force Majeure Event is c,xcused and is nol a  
ma1erial breach of thts AllFCCRlen cco mg y, ARTIST is 1101 entitied to compensa110n.

#### 16. RIGHT TO CANCEL ENGAG MENT/BREACH:

a) UF's right to ao #0tr than Force Majtare Enat: In lhc event that (i) ARTIST is not reudy ro  
membet1s) is not pre.<ent, or if the ARTIST arrives at  
r lo a reasonable pcr.<on to be incapable  
r, (ii) ARTIST a L: creates 11nd IDL'lafe condition  
: patroos wxl/or UF's employee,;, or(iii) ARTIST or  
pliance with Laws, Regulations, Ru.Jes, (iv) ARTIST  
re requirement of Section 19.a), then ARTIST or  
xd a substantial and material breach ("Breuch, of this

#### 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 makes performance under the terms of this Agreement, by UF, PRODUCER or ARTIST, impossible or unsafe and is beyond the control of the UF, PRODUCER or ARTIST: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) of threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which UF, PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of Engagement attendees, ARTIST, and ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes, labor disputes (including, without limitation, strike, lockouts, job actions, or boycotts); fires; explosions; floods; hurricane warnings issued by any governmental agency for area including location of Engagement; shortages of energy or other essential services; failure of technical facilities; failure or delay 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 is excused and is not a material breach of this Agreement. Accordingly, UF reserves the right to cancel the Engagement ~~and to substitute any individual or group of performers for ARTIST.~~

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. Accordingly, ARTIST is not entitled to compensation.

##### TO CANCEL ENGAGEMENT/BREACH:

UF's right to cancel other than Force Majeure Event: In the event that (i) ARTIST is not ready to perform at certain time, or if any performing member(s) is not present, or if the ARTIST arrives at a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST ~~creates and unsafe condition~~ creates and unsafe condition person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST ~~creates and unsafe condition~~ creates and unsafe condition person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST or PRODUCER violate Section 23.b) that makes the performance dangerous for the patrons and/or UF's employees, or (iii) ARTIST or PRODUCER fail to comply with the insurance requirement of herein, Compliance with Laws, Regulations, Rules, (iv) ARTIST or PRODUCER fail to comply with the insurance requirement of Section 19.a), then ARTIST or PRODUCER shall be deemed to have committed a substantial and material breach ("Breach") of this Agreement and UF shall have the absolute right in its sole discretion to cancel the Engagement or terminate the performance in progress, and to refuse to compensate ARTIST and PRODUCER accordingly. ~~In such instances, the ARTIST shall be required to pay for any standby musician required by the American Federation of Musicians or its local. In the event of cancellation caused by a~~

~~Any failure of ARTIST to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement. Accordingly, ARTIST is not entitled to compensation.~~  
~~Any failure of ARTIST to perform may be excused only for proven detention by sickness or injury, civil tumult or riot, epidemic, acts of God, or other conditions beyond the control of the ARTIST. ARTIST or ARTIST's agent must notify UF forthwith of any reason which might result in ARTIST's failure to perform on the scheduled date. UF reserves the right to cancel the performance or to substitute any other individual or groups performance for ARTIST if Artist is not able to perform as scheduled. PRODUCER's or ARTIST's right to cancel other than Force Majeure Event: In the event UF refuses or neglects to provide material items herein stated or refuses or neglects to substantially comply with any provisions hereunder, fails to promptly make any of the payments as provided herein, fails to proceed with the Engagement, or fails to furnish PRODUCER or ARTIST with any of the documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a Breach of this Agreement. PRODUCER or ARTIST must notify UF of alleged Breach in writing and allow UF no less than seventy-two (72) hours from the time notice is received to cure the Breach. If UF fails to cure the alleged Breach, PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder, and (ii) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement.~~

##### ORDING/BROADCAST:

UF shall use reasonable effort to prevent the recording, photographing or videotaping of ARTIST, without permission, or any portion of the performance. UF's responsibility shall be limited, in any event, to reasonable and lawful action to discover and to terminate such photographing, recording, or videotaping. PRODUCER and ARTIST acknowledge that patrons will be permitted to possess cell phones and non-professional cameras during the performance. Credentialed members of the media are permitted to take non-flash photographs during the first 5 minutes of speaking engagement or

Pandemic

and UF shall use best efforts to reschedule the engagement to a mutually agreed upon date.

professional responsibility

progress, and to refuse 10 compensa1 ARTIST and PRODUCER accordingly. # a 1 . : 1 f IP pay

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m; s .it.; · · t · d bJ tilt xmc:1tm1 lfede r' £bf nisiees or;,, local Jc sha : S llato:: Jr; ~ Q:@ Any failure of ARTIST 10 perform may be excused only for „~i

delention by sickness or inju.y, civil lumull or riot. (:) ( a-Pe 5S | Q' , U } of uoy reus which might result in ARTISTs failure to perfunn on the scheduled date. UF

f reserves the right tu cancel the "5 1- ' )<sub>1</sub>

---ilii,~cmmli,c:ss,"cls of God, or other conditions beyond rbc control of the ARTIST. ARTIST or ARTJSTs agr:nl must notify Uf Co with ~

performance or 10 substitute any other individual or groups performance for ARTIST if Artist is not able to perform as scheduled. { (2 :) 0 1' I 'U I b) PRODUCER's or  
ARTIST'• right to aoael offer than Force Majeurc En t In the event UF refuses or neglects to provide

material items herein staled or refuses or negckLs 10 „ibslanlially comply with any ptmisioos hereunder, fails to promptly make any  
of the payments as pruvitlc:d herein, fails 10 pruccd with the Engagement, or fails to furnish PRODUCER or ARTIST with any  
documentation, tickets or notice or proof thereof as required hereouder, at the times herein specified, then any such failure shall be  
deemed a Breach of this Agreeem<nL PRODUCER or ARTIST must notify UF ofalleged Breach in writing and allow UF no less than  
seventy-two ( 72) hours from the time oolice is rettived to cure the Breach. If UF fails to cure the alleged Brencb. PRODUCER sh:JJ  
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Agreemnt and caned any or all n:maining Engagemnt(s) hereunder: and (ii) PRODUCER and ARTIST shall have no funhcr  
liabilities and/or obligations in conncc lion wih the Enguement or the trans„elions contemplated by this Agreement.

#### NO RECORDING/BROADCAST:

a) UF shall use reasonable cffon to prevent the recording, photographing or videotaping of ARTIST, without permission, or any ponion  
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such photographing, recording, or ~deotaping. PRODUCER and ARTIST acknowledge that patron.< will be permitted to possess cell  
phones and no~fcssional camcrtS during the performance.

reJcnriuled members of the media u.re permitted tu talr.e non-flash photographs during the fir..l 5 minutes of •peaking engagement or  
during the first 3 songs of musical engagement

**ROLE OF AGENT:** PRODUCER and ARTIST warrant and represent **that** PRODUCER hos lhc requisite authority to act os on agent for  
ARTIST uoder this Agreement.

**INSURANCE:** ,...--/-----~a) lii D I ZIG PRODUCER shall, at irs own expense, main1ain ond carry insunmcc in full force und effect from the effective date \_ of Ibis

Agre<'.Jlent lthrough the completion of the Engagement, with financially sound and reputable insurers, that includes. but is not limited to, commercial general liability, with limits no  
less tbo.n \$1,000,000.00 per occurrence, protecting it and UF from claims for

bodily injury (including death) und propeny damage which may arise from or in conncc lion with ARTIST's and PRODUCER's  
obligations under lhis Agreement and the Engagement. ~ ~ PRODUCER shall provide UF insunmce certificates evidencing  
the insurance coverage spccirCd in lhis Agreement and must list the University of Florido Boanl of Trustees as an additional insured.

A copy of said insurance certificates are available upon request. • **ZIG** PRODUCER shall provide UF with 30 days' advance

written notice in rhc evenl ofa cancellation or materal change in PRODUCER's insurance policy. Ifcaneellation or  
n:duction of ARTIST', or PRODUCER'.< iusunwce coverage occurs, • **Ed** PRODUCER shall obtain substimle covmge a<  
required **Wt&Icr** this Agret:mcut, without lapse of coven.ge to the UF whatsoever. Failure to comply with this Section coustimtes a  
material Breach of this Agreement.

b) Uf sb.U, at its own expense, 11111tain wul carry inswuoce in full fon:e **and** effe1.1 with fin1111cially souud nnd reputable insurers, that  
inch.Jes, but is not limited 10, commerclul geneml liability, with li10i1s no less than \$2,000,000.00 per occurrence, prolccling it from  
claims for bodily injury (including death) and property damage which may arise from or in connection with UF's obligations under  
this Agreement and the Engagement.

#### LIABrLJJY;

20. a) ARTIST is solely responsible for the conlent of malcrinl performed ond shall hold UF harmless from any claim of libel, copyright

infringement **or** other alleged illegal use of materials performed by ARTIST al the Engagement covered by this AgreeemL h) Each Pony bcr\'.ly  
assumc-s any 11nd all risks of personal injury and property d11J111lcc oltributable to its own ncgLigcnl ucts or omissions

**and those** of ils officers, employees, publk servants and agents while oclng within the scope of lhcir employemcl, under this Agreement

c) The Ponies agree 1h11 nothing conraincd hc:rein shall be consructd or interprclcd ns (1) denying 10 eirhcr Parry any ren1t,ly or defense awilable to  
such Party under the laws of the Stale of Florida; (2) rhc consenl of UF or lhcir agcnls and agencies 10 be sued; or (3) • wai,er of UF•  
sovereign immunity beyond the limited waiver ;,rovided in section 76K.2K Florida Stalutcs.

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### UFENGAGEMENTAGREEMENT The University of Aorfa, Gainesville, Aorfa

21 . **NOTICES:** All noti= required or JICffilited hereunder ~hall be in writing and ~t ~ia email to the following Party represenativ~:

UF:

Justi<sup>u</sup> Donnelly  
(Name)

ACCENT Spcaker's Bprqp  
(Organi:,ation)

3000 I Wayne Reitz Union PO Bos  
118505  
(Addrc:,s)

Gainesville FL 32611  
(Address)

352-.392-166S  
(Telephone)

jdonnelly@ufsa.11R.edu  
(E-mail)

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ARTIST/PRODUCER:

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between UF and ARTIST or PRODUCER. Neither shall be bound by the acts or conduct of the other. h) Authorly: 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 will not publicly endorse any political candidates during engagement at UF.