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Sponsor Agreement

Date of Agreement	November 03, 2023
Organization Name / Company (Sponsor)	Mid-Ohio Educational Service Center
Talent	Jim Tressel
Honorarium	\$10,000 USD
Expenses	Sponsor will provide ground transportation to and from the Event.
Name of Event	Mid-Ohio ESC Inspire Event
Event Date	Tuesday, August 06, 2024
Location	Mansfield, OH
Venue/Address	890 West 4th Street
Schedule	8:30 am - 9:30 am: Keynote
Audience	superintendents, principals, and other school leaders in our three-county area <i>This Event is not open to the public</i>
Number of Attendees	150
Dress code for Talent	Business Casual
A/V Requirements	Talent will not have slides. Sponsor to provide a lavalier microphone.
Press Coverage	No media/press will be present at Event.
Recording	This Event will not be recorded.
Additional Event Details	Talent will participate in one (1) pre-Event call to discuss the topic of Talent's presentation, call to be scheduled at a mutually agreed upon time/date.
Payment Terms	Deposit - \$5,000 USD due November 16, 2023 Balance - \$5,000 USD due July 16, 2024 Strict adherence to Payment Terms must be enforced. All monies must be paid according to due dates. Any late payment will result in the suspension of Talent's services until payment is received (including any agreed upon pre-Event commitments and promotion). To facilitate, Agency is able to accept payments by electronic check, ACH, wire transfer or credit card. (For credit card payments, Sponsor is responsible for a processing fee of approximately 3.5%).

This Sponsor Agreement is subject to all of the Terms and Conditions set forth on the attached pages, which are an integral part of this Agreement. The representative of each Party in signing this Agreement warrants that he or she signs as a duly authorized representative of that Party.

E-SIGNED November 03, 2023 from 208.108.113.129
Kevin kimmel, Superintendent

All American Entertainment

Date

Mid-Ohio Educational Service Center

Date

TERMS AND CONDITIONS

This Agreement (the "Agreement") is by and between Mid-Ohio Educational Service Center (hereinafter "Sponsor") and AAE Holdings Inc. d/b/a All American Entertainment (hereinafter "Agency"). Sponsor and Agency may be referred to herein individually as a "Party" and collectively as "Parties".

1. Background & Definitions. Sponsor desires Agency to work on its behalf to retain and engage the individual(s) identified on the face of this Agreement (hereinafter "Talent") to appear at the Event identified therein. Sponsor acknowledges that Agency is acting as a booking and logistics agent and there is no general principal/agent relationship that exists between Agency and Talent. Talent is an independent contractor, and not an employee of Agency, and shall have the sole and exclusive control over the means and methods of performing at the Event. No joint venture, partnership, agency, or employment relationship is created by this Agreement, and nothing in this Agreement is intended to convey any rights or benefits upon any third party. Agency shall only have the authority to bind Talent in accordance with the terms set forth in this Agreement.

2. Agency's Services. Agency shall use reasonable efforts and diligence to work with Talent and Sponsor to coordinate and facilitate Talent's appearance at the time and location of the Event. Sponsor expressly acknowledges that Agency shall have no liability or responsibility for any acts, errors, omissions or commissions of Talent or Talent's agents, representatives, traveling companions or any other third party.

3. Term. The term of this Agreement (hereinafter "Term") shall begin on the Date of Agreement hereof and shall continue until the completion of all services. This Agreement shall remain in effect until it is terminated as set forth below, or until both Parties have fully performed their respective obligations hereunder.

4. Breaches and Termination.

a. Sponsor acknowledges that Talent has reserved the specific day and time set forth on the face of this Agreement and, in doing so, Sponsor understands that Talent has forgone or may forgo other significant income producing opportunities as a result of this Agreement.

b. If Sponsor cancels this Agreement for any reason other than a Force Majeure Event (defined herein), a cancellation fee will apply. If such notice is received more than sixty (60) days prior to the Event Date, Sponsor shall pay 50% of the Honorarium as the cancellation fee. If such notice is received sixty (60) days or less prior to the Event Date, 100% of the Honorarium shall be due and payable immediately. Sponsor shall also pay or reimburse Agency for any non-refundable Expenses incurred by Agency or Talent prior to cancellation.

c. This Agreement may be terminated by Agency without liability upon written notice to Sponsor if Sponsor defaults on any of its obligations hereunder and fails to cure such default within three (3) business days after receipt of such notice. In the event of Sponsor's uncured default, (i) Agency shall have no obligation to cause Talent to perform under this Agreement, (ii) the entire Honorarium shall be due and payable immediately to Agency, and (iii) Sponsor will also pay or reimburse Agency for any non-refundable Expenses incurred by Agency or Talent prior to termination. No failure or delay on the part of Agency in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Talent's Failure to Perform / Talent's Delay.

a. If Talent is unable to appear and perform at the Event for any reason other than a Force Majeure Event, such as illness, unforeseen emergency, transportation problems, overriding obligation, or professional responsibility, Agency will use good faith efforts to provide a replacement that is acceptable to Sponsor. If Agency is unable to provide a replacement that is acceptable to Sponsor, and if Talent's failure or inability to perform is in no way related to or attributable to any act or omission of Sponsor, its agents or representatives, then Agency will immediately refund to Sponsor any pre-paid portion of the Honorarium. Except for the obligations set forth in this paragraph, neither Agency nor Talent shall have any liability whatsoever for expenses or losses incurred by Sponsor arising from Talent's failure or inability to perform, regardless of the reason for such failure. Agency's invitation to provide a replacement or to refund the Honorarium as described in this paragraph, as the case may be, shall be Sponsor's sole and exclusive legal and/or equitable remedy hereunder.

b. In the event that Talent is unavoidably delayed, but arrives and presents his/her/their program in full as directed by Sponsor, the engagement will be considered to have been completed as agreed, and the Honorarium and Expenses, if any, shall be due in full unless otherwise agreed to, in writing, by Agency.

6. Payment.

a. All amounts due hereunder shall be made to Agency via electronic check, ACH, wire transfer or credit card. If payment is remitted via credit card, Sponsor will be responsible for a processing fee of approximately 3.5%. Strict adherence to the Payment Terms must be enforced. All monies must be paid according to due dates. Any late payment will result in the suspension of Talent's services until payment is received (including any agreed upon pre-Event commitments and promotion) and may result in the addition of late fees of 10% per week of the outstanding Honorarium which will be assessed unless alternate arrangements are approved in writing by Agency.

b. **Taxes and Duties.** Sponsor acknowledges that, in addition to the Honorarium and Expenses, it shall be solely responsible for all duties, fees and taxes assessed or levied by any taxing authority or country, including but not limited to excise taxes, value added taxes, sales taxes, admission taxes, user fees, or other charges, taxes, or fees of any kind. If Sponsor is required to withhold state income tax on behalf of Talent, that amount shall be added to the total Honorarium, resulting in the total Honorarium paid to Agency the same amount as agreed to on the face of this Agreement.

c. **Expenses.** In addition to the Honorarium, Sponsor shall be responsible for all expenses related to Talent's engagement, unless otherwise noted on the face of this Agreement. Reasonable expenses include (i) roundtrip airfare, (ii) hotel accommodations (at a mutually agreed upon hotel), (iii) roundtrip ground transportation in origin and event cities, (iv) all meals and incidentals, and (v) if applicable, any travel-related expenses actually incurred by Talent prior to the date of termination or cancellation (collectively, "Expenses"). Unless otherwise agreed to, Agency will arrange and invoice Sponsor for Talent's airfare and ground transportation in origin city. If Sponsor is responsible for Business Class airfare, and available flights do not offer Business Class, Sponsor will be required to provide a First Class ticket. Sponsor shall reimburse Agency for all Expenses due hereunder within thirty (30) days after receipt of Agency's written invoice therefor. Sponsor will arrange and directly pay for hotel and ground transportation in event city, unless otherwise agreed to. Sponsor shall ensure that all ground transportation is provided only by a fully-insured and commercially licensed transportation service, and that the hotel is master billed.

7. Other Sponsor Obligations.

a. **Promotion of Event.** Sponsor shall not, directly or indirectly, promote or publicize Talent's appearance at the Event until (i) both parties have fully-executed this Agreement, and (ii) Sponsor has paid the required Deposit. Talent hereby grants to Sponsor limited use of his/her/their name, pre-approved biography and pre-approved image in connection with promoting this Event from the time this Agreement is fully executed until the Event Date but not thereafter, except as expressly agreed in writing by Agency. Any advertisement must not represent itself as an endorsement by Talent of any product, service or entity. Sponsor must inform Agency how they plan to utilize Talent's name, likeness and image for promotional purposes. All promotional materials in any format that mentions or makes reference to Talent must be sent to Agency for review and are subject to Talent's prior written approval including, but not limited to, mailings, digital marketing, social media posts, websites, newsletters, solicitations, publicity, and / or promotion of any kind.

b. **Recording.** The presentation remains the intellectual property of Talent. Unless otherwise expressly set forth on the face of this Agreement, Sponsor shall ensure that no portion of Talent's appearance at the Event is (i) recorded in any medium, including without limitation, on audio tape, video tape or film, or (ii) published, broadcast or otherwise made available for streaming on the internet.

c. **Non-Solicitation.** Agency shall coordinate and facilitate Talent's appearance for the Event. As such, Sponsor shall not directly or indirectly contact or communicate with Talent without Agency's prior written consent. Further, if Sponsor desires to engage Talent for any future appearances, speaking engagements, or other business opportunities during the twelve (12) month period following the Term hereof, it shall contract with Agency to make arrangements. Any breach of this clause shall be deemed a material breach of this Agreement.

d. **Schedule and Additional Services.** The Schedule listed on the face of this Agreement represents the complete list of requirements and obligations for Talent. Any modifications to the Schedule will require written permission from Agency. Any additional services, appearances, requests or activities not expressly contained as part of the terms of this Agreement, may require additional fees, and Sponsor shall not plan any additional appearances or activities without Agency's prior written agreement. Any material change in the nature of the Event shall constitute a breach of this Agreement.

e. **Licenses and Insurance.** Sponsor shall obtain all necessary licenses and insurance in connection with hosting the Event pursuant to this Agreement and any insurance Sponsor deems it necessary for performance of the terms of this Agreement and for purposes of insuring any and all indemnifications provided herein. Sponsor is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting the Event and ensuring the safety of the attendees and Talent. In addition to any indemnifications contained in this Agreement, Sponsor shall indemnify and hold Agency and Talent harmless from any claims of harm to any persons or property as a result of Sponsor's failure to so comply.

8. Confidentiality. It is agreed that the terms and conditions of this Agreement, including the Honorarium, are confidential and a breach, negligent or intentional, of this confidentiality shall be deemed a material breach of this Agreement; provided, that, disclosures required to be made in order to comply with applicable law, rule, regulation or legal process shall be permitted.

9. Force Majeure.

a. Notwithstanding any other provision of this Agreement, neither Agency, Sponsor, nor Talent shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, epidemic or pandemic, quarantine restrictions, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, revolutions, terrorist attacks, weather and energy related closings, failure of transportation, governmental rules or regulations, or like causes beyond the reasonable control of such party or any other force majeure event (collectively a "Force Majeure Event").

b. If the Event is postponed for a Force Majeure Event, the terms of this clause shall not exempt, but merely suspend, any party from its duty to perform the obligations of this Agreement. Talent's engagement shall then be rescheduled to a mutually acceptable time, as soon as practical, after a Force Majeure condition ceases to exist. Notwithstanding anything to the contrary contained herein, the parties agree that the COVID-19 pandemic does not constitute a Force Majeure Event unless the governmental authorities close the Venue or make it illegal to gather.

c. If Talent is enroute to or on-site at the Event Location and is ready, willing and able to perform, Sponsor shall remain liable to Agency for the full Honorarium. If Agency and/or Talent has incurred any non-refundable Expenses whether Talent traveled to the Event or not, Sponsor shall be liable to cover the cost of any non-refundable Expenses.

10. Limitation on Damages. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential or punitive damages arising out of this Agreement or its termination, whether liability is asserted in contract, tort (including negligence) or otherwise and irrespective of whether such Party has been advised of the possibility of any such loss or damage; provided, however, that nothing in this section shall relieve either Party of liability for damages arising out of its intentional fraud or gross negligence or third party indemnification obligations.

11. Indemnification. Each Party to this Agreement shall indemnify, release, defend and hold harmless the other Party and any of its directors, officers, employees and agents from and against any action or threatened action, suit or proceeding arising out of or as a result of, the indemnifying Party's performance under this Agreement and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, (including reasonable attorneys' fees that result from the actions or inaction of the indemnifying Party) arising from third party claims, based directly or indirectly, relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such Party, its officers, employees, agents or representatives.

12. Attorneys' Fees. It is the mutual intent of the Parties that in any proceeding(s) instituted by one Party against the other Party to enforce the terms of this Agreement (including the terms of this paragraph), (i) the losing Party shall promptly reimburse the prevailing Party for all costs of collection and other expenses, including reasonable attorneys' fees, incurred by the prevailing Party, and (ii) the terms of this paragraph be honored and enforced in such proceeding(s).

13. Representations and Warranties. Each Party represents and warrants that its performance hereunder shall not violate any applicable law, rule or regulation, and that its signatory below has the authority to bind such Party as set forth herein. Agency represents and warrants it has full authority and all rights necessary to offer the services of Talent and grant the rights granted to Sponsor herein.

14. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered to Agency at the address set forth on the first page of this Agreement by personal delivery, or via a nationally recognized courier service, e-mail, fax, or certified or registered mail, return receipt requested.

15. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without regard to the

conflicts of law rules of North Carolina. The Parties further agree that the location and jurisdiction for any dispute arising under this Agreement shall be proper only in any federal or state court located in Wake County, North Carolina.

16. Assignment. Neither Party shall assign this Agreement or its obligations hereunder without the prior written consent of the other Party.

17. Severability. In the event any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated thereby, and each remaining term and provision shall be binding upon the Parties.

18. Survivability. The provisions of this Agreement which by their terms call for performance subsequent to termination of this Agreement shall survive such termination, whether or not such provisions expressly state that they shall so survive.

19. Entire Agreement. This Agreement constitutes the entire agreement between Sponsor and Agency relating to the subject matter hereof and supersedes any written or oral statement, representation, promise, inducement or understanding not set forth herein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.