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ALL AMERICAN
ENTERTAINMENT

5790 Fayetteville Rd, Ste 200 • Durham, NC 27713, USA • T 919-403-7004 F 919-882-9497

Sponsor Agreement

Date of Agreement	July 25, 2019
Sponsor	Mountain View Whisman School District
Talent	Kate Kinsella
Honorarium	\$6,000 U.S.D.
Expenses	Honorarium inclusive of travel and expenses.
Name of Event	Parent Workshop
Date of Event	Wednesday, February 12, 2020
Location	Mountain View, CA
Venue	School District Auditorium
Schedule	4:45 PM – 5:30 PM: VIP Meet & Greet/Photo Op/Book signing (TBC) 6:00 PM – 6:30 PM: Sound Check 6:30 PM – 8:00 PM: Keynote (70 minutes) and Q&A (20 minutes)
Audience	Parents
Number of Attendees	50 - 200
Dress Code	Business
Press Coverage	Talent approves local newspaper and school district publications to feature the event.
Recording Requests	Talent approves for event to be live streamed for parents and recorded for later access by school district families and staff.
Additional Requests	Talent to participate in one pre-event conference call with Sponsor to be scheduled at a mutually agreeable date and time.
Payment Terms	Full Honorarium - \$6,000 U.S.D. due April 13, 2020

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 the Sponsor in signing this Agreement warrants that he or she signs as a duly authorized representative of the Sponsor.

All American Entertainment

Date

Mountain View Whisman School District

Date

TERMS AND CONDITIONS

This Agreement (the "Agreement") is by and between Mountain View Whisman School District (hereinafter "Sponsor") and New Age Media Ventures LLC 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 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 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 shall begin on the date 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.

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.

If Sponsor cancels this Agreement for any reason other than Force Majeure a cancellation fee will apply. If such notice is received more than sixty (60) days prior to the Date of the Event, Sponsor shall pay 50% of the Honorarium as the cancellation fee. If such notice is received sixty (60) days or less prior to the Date of the Event, 100% of the Honorarium shall be due and payable immediately.

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, and (ii) the entire Honorarium shall be due and payable immediately to Agency.

5. Talent's Failure to Perform.

In the event of Talent's failure to perform due to illness, unforeseen emergency, transportation problems, overriding obligation or professional responsibility, Agency shall have no liability whatsoever for expenses or losses incurred by Sponsor. In the event that Talent is unavoidably delayed, but arrives and presents his/her program in full as directed by Sponsor, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to, in writing, by Agency.

If Talent is unable to appear and perform at the Event, 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, Agency shall have no liability to 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.

6. Payment.

All amounts due hereunder shall be made to Agency via company or certified check, ACH, or wire transfer.

Taxes and Duties. Sponsor acknowledges that, in addition to the Honorarium, 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.

7. Other Sponsor Obligations.

Promotion of Event. Sponsor shall not, directly or indirectly, promote or publicize Talent's appearance at the Event until (i) Agency has returned a fully-executed copy of this Agreement to Sponsor, and (ii) Sponsor has paid the required Deposit. Talent hereby grants to Sponsor limited use of his/or her name, pre-approved biography and pre-approved image in connection with promoting this Event from the time this Agreement is fully executed until the performance date. 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 relating to Talent must be sent to Agency for review and are subject to Talent's prior written approval.

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.

Non-Solicitation. Sponsor shall not directly or indirectly contact or communicate with Talent without Agency's prior written consent. If Sponsor desires to engage Talent for any future appearances, speaking engagements, media events or spokesperson campaigns during the twelve (12) month period following the term hereof, it shall contract with Agency to make arrangements.

Schedule and Additional Services. The schedule of events 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.

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. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if the delay or failure to perform is without the fault or negligence of the Party claiming excusable delay and is due to causes beyond the control of that Party, including, but not limited to acts of God, war, terrorism, acts of the government, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes or work stoppages, and freight embargoes. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this paragraph shall not exempt, but merely suspend any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist. Best efforts will be made by all parties to reschedule the Event at a mutually convenient time, however if a new date cannot be agreed upon all monies paid to date will be refunded to Sponsor. Sponsor shall remain responsible for payment of any non-refundable travel and expenses incurred by Talent should the Event be cancelled due to a Force Majeure condition.

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; provided, however, that the laws of Delaware, expressly including the Delaware Limited Liability Company Act (6 Del.C. Section 1801, et seq.), as amended, shall govern with respect to any matter relating to Agency's identity and status as a Delaware Series LLC. 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. 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.