

THE AUTHOR VILLAGE

Bringing Artists to Your Community

AGREEMENT

dated **April 6, 2023** between **Joanna Ho** (hereinafter referred to as "Author") at **265 Cambridge Avenue, Suite 60566, Palo Alto, CA 94306** and **Edith Landels Elementary PTA** (hereinafter referred to as "Sponsor") located at **115 West Dana St, Mountain View, CA 94041**.

Sponsor Contacts: **Katarina Ling**
Sponsor Contacts Email: **katarinal@gmail.com**

Sponsor Contacts: **Pieter Dolmans, Principal**
Sponsor Contacts Email: **pdolmans@mvwsd.org**
Sponsor Representatives Phone Number: **650-526-3520**

WHEREAS, the Sponsor is familiar with the Author and the work of the Author and requests that the Author personally visit the Sponsor to enhance the opportunities for its students and attendees; and WHEREAS, the Author wishes to present with respect to her work and perform other such services as this agreement may call for; and WHEREAS, at no time will the Author be present with students or attendees without a representative of the Sponsor. **Students will be supervised by a credential MVWSD staff at all times.**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

- 1. Author to Present:** The Author hereby agrees to travel to the Sponsor's location on the following date: **Friday April 21, 2023**. The Author agrees to perform **one (1) presentation 45-50 minutes in length to students primarily in grades K-2 (time TBD)**. The focus of the presentation shall be the Author's books, the Author's work, the Author's process, the Author's journey, the Author's reading life, and other related topics.
- 2. Audio-Visual and Physical Arrangements:** Sponsor will provide and make sure all required equipment is in place and working properly. This includes **laptop, projector, remote, wireless microphone or lapel mic**.
- 3. Payment:** The Sponsor agrees to pay as full compensation, in addition to expenses under Paragraph 4 below, for the Author's services rendered under Paragraph 1 above, the sum of **\$1500.00**. This sum shall be payable **thirty (30) days after receipt of an invoice** either in the form of a check made payable to **Joanna Ho** or via bank transfer. Author shall be paid as an independent contractor. No taxes may be withheld.
- 4. Expenses:** In addition, the Sponsor agrees to reimburse the Author for the following expenses:
 - a) n/a
 - b) Administrative: Sponsor is responsible for any and all administrative expenses required by the library, library system, city, county, and state including, but not limited to background checks, fingerprinting, filing fees, health and safety protocols, insurance, etc.
- 5. Inability to Perform.** If the Author is unable to appear on the date scheduled in Paragraph 1 above due to illness, family emergency, inclement weather, or any other legitimate reason beyond her control, the Sponsor shall

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have no obligation to make any payments under Paragraph 3 above and Paragraph 4 above but shall attempt to reschedule the Author's appearance at a mutually acceptable future date.

6. Cancellation Fee. If the Sponsor cancels the Author's appearance for reasons other than inclement weather, state of emergency, or act of nature within thirty (30) days of the date agreed upon in Paragraph 1, the Sponsor shall be responsible for seventy-five (75) percent of the Author's appearance fee agreed upon in Paragraph 3 above and one-hundred (100) percent of the Author's expenses agreed upon in Paragraph 4 above the Author shall have actually incurred.

7. Recordings. Recordings of the Author's presentation are strictly prohibited without the Author's prior consent. In the event Author grants permission to record, Sponsor agrees that the Author shall retain all rights; including copyrights, in "relation to recordings of any kind made of the appearance or any works shown in the course thereof." The term "recording" as used herein shall include any recording made by electrical transcription, wire recording, film, videotape, or other similar or dissimilar method of recording, whether now known or here after developed. No use of any such recording shall be made by the Sponsor without the written consent of the Author and, if stipulated therein, additional compensation for such use.

8. Book Sales and Autographing. If the Sponsor desires the availability of the Author's books for sale and autographing on the date scheduled in Paragraph 1 above, Sponsor shall be responsible for ordering, collecting money for, distributing, and returning unsold books. The Author agrees to be available for autographing at the Sponsor's location before and after the presentation on the date scheduled in Paragraph 1 above.

9. Modification. This agreement contains the full understanding between the parties and is binding on both parties. This agreement may only be modified in a written instrument signed by both parties. This agreement cannot be cancelled except if the parties to the agreement mutually agree that either party may cancel this agreement and all parties shall be released from any liability or damages.

10. Tuberculosis: Author has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

11. Governing Law. This agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

Author Signature



Date 3/23/23

Sponsor Representative Signature

Date _____