



VIRTUAL EVENT SPONSOR CONTRACT

Date: 01/23/2021 | Contract #: 254077819

Speaker:	Ibram Kendi
Fee USD:	\$25,000
Event:	Annual Summer Leadership Conference
Sponsor:	Charlotte-Mecklenburg Schools (CMS) *[In the event there are co-sponsors or co-presenters, they must be approved in writing by the Speaker/PRHSB]
Event Date:	Wednesday, June 16, 2021
Event Time including Zone	10:00am - 11:35am EST
Virtual Platform	Zoom
Payment:	To secure this Event, a deposit of 50% of the Fee (\$12,500) shall be received by Penguin Random House Speakers Bureau (“Bureau”) no later than 02/19/2021 (the “Deposit Due Date”). The remaining balance (“Balance Amount”) shall be received by 05/17/2021. Notwithstanding the foregoing, if for any reason the fully executed Event contract is not complete within seven (7) days of the Event Date, Sponsor agrees to pay the full Fee by credit card upon execution of the contract.
Topic:	Moving towards becoming an Antiracist organization: A conversation about our roles in perpetuating biased systems and structures
Speaker Activities Description:	10:00am - 11:00am EST 45-minute interview-style in-conversation, 15-minute audience Q&A 11:05am - 11:35am 30-minute student Q&A <i>Note: Dr. Kendi will not be giving opening remarks and the moderator should begin asking questions at the top of the event.</i> All pre-event calls will be taken by the Speaker’s Representative. Speaker will log onto the event platform ~5 minutes prior to event start time. Speaker is unable to participate in sound checks, microphone checks, AV checks, etc. All interview and media requests must be pre-approved by Speaker’s representative. *[Program details to be finalized and Speaker notified at least two (2) weeks prior to the Event. Any additions or revisions to the timetable must be requested and approved in writing by both Parties.]
Estimated number of attendees:	285 *Any significant changes to expected attendance must be acknowledged in writing by both Parties and a significant increase in the number of attendees will incur additional fees.



Event contact:	LaTazja Henry Charlotte-Mecklenburg Schools 4339 Stuart Andrew Boulevard, Charlotte, NC 28217 lhenry@cms.k12.nc.us 7046194413
Financial contact:	Debbie Riss Charlotte-Mecklenburg Schools 4339 Stuart Andrew Boulevard, Charlotte, NC 28217 debbie.riss@cms.k12.nc.us 7046194413
Speaker's books available at Event:	Book(s) will be promoted to attendees prior to and/or at the Event, along with a link to purchase.
Recording:	Please see attached recording addendum.
Promotional Materials:	Sponsor shall use only biographical material and photos of Speaker provided by Bureau and/or Speaker. All advertising for this Event shall include the words: "For more information on this Speaker please visit www.prhspeakers.com . Event may not be advertised or promoted in any manner until this agreement has been fully executed.
Technical Requirements:	Zoom If special equipment is required, Sponsor to confirm setup with Speaker's Agent and if approved, arrange and provide at no cost to Speaker.

Payment Details	<p>Make Payment to: Penguin Random House LLC</p> <p>Mail Payment to: Penguin Random House LLC Attn: Accounts Receivable 400 Hahn Rd Westminster, MD 21157-4627</p> <p>Send Electronic Payment to: Penguin Random House LLC C/O BNY MELLON 500 Ross Street Pittsburgh, PA 15262</p> <p>Wire TF [REDACTED]</p> <p>Remittance: PRH_Remit@penguinrandomhouse.com Please send e-mail documentation of any electronic payments. The Sponsor will be responsible for stopping and reissuing any checks (if requested) sent to an incorrect address.</p>
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Penguin
Random House
SPEAKERS BUREAU

To confirm this contract, please sign and return a copy of this Agreement. A fully executed copy will be returned to you for your files. The Agreement is subject to the Standard Terms and Conditions set forth on the following pages which are part of this Agreement. The representative of Sponsor warrants that she or he is a duly authorized representative of Sponsor.

Accepted on behalf of Speaker by the Penguin
Random House Speakers Bureau on:

Accepted by Charlotte-Mecklenburg Schools (CMS)
on:

Mar 8, 2021

Mar 8, 2021

Date

Date

Carisa Hays

LaTarzja Henry

[Carisa Hays \(Mar 8, 2021 15:36 EST\)](#)

[LaTarzja Henry \(Mar 8, 2021 15:27 EST\)](#)

Signature

Signature

Carisa Hays
Vice President, Director

LaTarzja Henry
Chief of staff



STANDARD TERMS AND CONDITIONS

1. This Agreement is made between the Speaker and Sponsor (each a “Party” and collectively the “Parties”). The Parties agree that Bureau is acting only in its capacity as booking agent for the Speaker for the Event. Sponsor is retaining the services of Speaker, not Bureau. Bureau has authority to negotiate and sign on Speaker’s behalf and will handle all payments from Sponsor in connection with the Event. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker’s acts, omissions, statements or any commitments made by Speaker or Sponsor. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship and Speaker has the exclusive control over how the services in connection with the Event are fulfilled. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. Sponsor further acknowledges and agrees that for a period of five years following the Event, any spin-off or subsequent events of Speaker will be booked exclusively through the Bureau and all terms for such events shall be negotiated with the Bureau only.
2. Speaker agrees to perform the obligations set forth herein on the agreed upon event date (“Event Date”) via Zoom.
3. Penguin Random House Speakers Bureau will receive the Fee set forth on page one of this Agreement on behalf of Speaker. As this Agreement removes the Speaker from the marketplace on the date(s) of the Event, fifty-percent (50%) of the Fee is nonrefundable and due with the signed contract on the Deposit Due Date. The full Fee is due thirty (30) business days prior to the Event Date (or on such date as set forth under Payment). Timing of the payment is of the essence. If a payment is not received by the applicable due date set forth in this Agreement, non-payment constitutes a material breach of this Agreement by Sponsor. Acceptance of a late payment by Speaker does not constitute a waiver. In addition, all late payments will accrue finance charges of 1.5% per month.
4. Speaker’s live event will be broadcast through a private transmission solely sent to invited participants in the virtual attendance through a secure and password protected online platform. Speaker will work with Sponsor’s technology team to set up the remote transmission and to ensure optimal broadcasting quality and security measures are in place leading up to the address. Speaker will provide standard equipment including working computer with camera and computer microphone, reliable high speed internet, and video capability. Prior to the Event Date, Sponsor will provide login links with instructions and download links to any required software programs at no cost to Speaker. Any specialized equipment required will be provided by Sponsor at its sole cost and expense. Sponsor may request any specialized setup with Bureau in writing in advance of Event, and Bureau retains the right to deny such request on Speakers behalf and revert to standard Speaker-provided setup. Sponsor assumes responsibility for the quality of its own internet connection and the projection and sound quality of the session. In the event there is a delay or loss of signal due to technical issues that originate from the Sponsor’s facilities which impacts the full performance of the Event, both parties agree that Speaker and Bureau will not be held responsible and all Fees will be paid as agreed pursuant to this Agreement. In addition, if the Speaker or Bureau reaches out to the Sponsor at any time prior to the Event start time set forth in this Agreement in order to resolve technical issues, Speaker and Bureau shall not be held financially liable for any missed time.
5. Sponsor shall not make an audio or video recording of Speaker’s event recorded by any means, including without limitation audio-taped, video-taped or broadcast, streamed live or via Internet, in any form or length, and Speaker’s name and likeness may not be used in connection with any endorsements of products or services. Sponsor will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this paragraph. If permission of the audio and/or video recording of the Event for Sponsor’s private and/or archival purposes is given in writing through the Bureau’s Speaker Recording Addendum (“Addendum”), (i) a copy of any video or audio recording must be sent to Bureau within 30 days, (ii) the Speaker shall retain all intellectual property rights in the portion of the Event in which the Speaker appears, notwithstanding such permission and (iii) such recording shall be deleted by Sponsor after 14 days unless otherwise agreed upon with the Bureau. In addition, the Speaker reserves the right to audio-and/or videotape the portion of the Event in which they appear, in their discretion.
6. Speaker shall retain any and all intellectual property rights to the copyrighted materials that they may use in connection with the Event: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as “Materials” and Sponsor shall obtain no rights to the Materials unless specifically agreed to by Speaker in writing.
7. As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. If it is understood that Sponsor may be required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries, these taxes will be withheld only as required from the fees due the Speaker and remitted directly to the jurisdiction by the Sponsor on the Speaker’s behalf. An itemized statement shall be provided in a timely manner to Bureau that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. Sponsor shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.
8. In the event Speaker must cancel due to illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), Speaker will not have any liability for the expenses or losses incurred by the Sponsor. Bureau, on behalf of Speaker, will attempt to provide a comparable speaker who is acceptable to the



Sponsor or reschedule the event to a mutually agreeable date. In the event the Speaker cancels the contract and Bureau, on behalf of Speaker, cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the event to a mutually agreeable date, Speaker agrees to refund the Sponsor any deposits received from the Sponsor within thirty (30) days. In the event the Speaker is delayed, but arrives and presents their program in full, all Fees and other charges shall be due in full. Conversely, in the event that the Event is cancelled by Sponsor more than sixty (60) days prior to Event Date, fifty-percent (50%) of the Fee shall be forfeited and shall be due and payable immediately if not already paid. The full Fee will become due and payable immediately if the Sponsor cancels the Event sixty (60) days, or less, prior to the Event Date.

9. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction or regulation, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, in the event that a Party is unable, due to a force majeure condition, from performing its obligations on the Event Date, the foregoing Clause requires the Parties to make good faith efforts to reschedule the Event on a date to be mutually agreed.

10. The Parties agree that the terms of this Agreement, including the financial terms are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Each Party is fully responsible for the acts of its employees, officers and agents and any breach of this provision, whether intentional or negligent, shall be deemed a material breach of this Agreement and the breaching Party will be held liable. The term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by the Party receiving Confidential Information ("Recipient") of any of its Representatives (as hereinafter defined) in violation of this Agreement; (b) was rightfully in Recipient's possession free of any obligation of confidence before, at, or subsequent to the time such portion was communicated to Recipient by the Disclosing Party ("Discloser"); or (c) was communicated to Recipient on a non-confidential basis from a source other than the Discloser, provided that such source is not bound by a duty of confidentiality prohibiting the disclosure thereof. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by applicable law, shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser (via email to speakers@penguinrandomhouse.com with the subject "Confidentiality Notice") to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof.

11. This Agreement, each transaction entered into hereunder and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Any action or proceeding regarding this Agreement shall be brought solely in the New York courts (state or federal) located in New York County.

12. This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. This Agreement sets forth the entire understanding between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements between the Parties. This Agreement may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties.



Audiovisual Recording Addendum
to the Penguin Random House Speakers Bureau Sponsor Agreement

Addendum to the Penguin Random House Speakers Bureau Customer Agreement (“Agreement”) dated 01/23/2021 between Penguin Random House Speakers Bureau (“Bureau”), as agent for Dr. Ibram X. Kendi (“Speaker”), and Charlotte-Mecklenburg Schools (CMS) (“Sponsor”) regarding the lecture by Speaker taking place on 06/16/2021.

Bureau, on behalf of Speaker, and Sponsor agree that notwithstanding anything to the contrary contained in the Agreement, including specifically Paragraph 5 of the standard terms and conditions thereof, Sponsor is permitted to make, at its sole cost and expense, an audiovisual recording of the lecture (the “Recording”), subject to the following terms and conditions:

1. Sponsor shall use the Recording only for the following purposes and for no other purpose whatsoever: Bureau gives consent to record for internal purposes only on a password-protected site, available for 14 days. Thereafter, Sponsor may retain one copy of the Recording for its archival purposes only.

2. In the event that Sponsor wishes to edit the Recording, all such edits shall be subject to the prior written approval of Bureau or Speaker.

3. All displays of the Recording shall bear the notation in form legible/audible to users, **Copyright © Dr. Ibram X. Kendi, 2021. All Rights Reserved.**

4. Within 30 days of the lecture, Sponsor shall deliver the Recording to Penguin Random House Speakers Bureau, speakers@penguinrandomhouse.com or Mail Drop 5-1 ,1745 Broadway, New York, NY 10019.

5. Except as expressly provided in this Addendum, all other recording rights are reserved to Bureau and Speaker, and the provisions of the Agreement shall remain in full force and effect.

Charlotte-Mecklenburg Schools (CMS)

LaTazja Henry

BY: [LaTazja Henry \(Mar 8, 2021 15:27 EST\)](#)

Date: Mar 8, 2021

LaTazja Henry
Chief of staff

PENGUIN RANDOM HOUSE SPEAKERS BUREAU,
A Division of Penguin Random House LLC

Carisa Hays

BY: [Carisa Hays \(Mar 8, 2021 15:36 EST\)](#)

Date: Mar 8, 2021