



**GREATER TALENT**

437 Fifth Avenue  
New York, NY 10018  
Phone: 212.645.4200  
Fax: 212.627.1471  
email: [info@greatertalent.com](mailto:info@greatertalent.com)  
[www.greatertalent.com](http://www.greatertalent.com)

June 10, 2015

Bunker Hill Community College  
Mr. Tom Saltonstall  
Office of Diversity and Inclusion  
250 New Rutherford Avenue  
Charlestown Campus, Room E236F  
Boston, MA 02129

Dear Mr. Saltonstall:

Re: GTN Contract No. 27164

I am pleased to enclose one fully executed copy of our agreement for the appearance of Byron Pitts on February 18, 2016.

All of us here at GTN want to be sure that your event is a resounding success, and we will be contacting you again before the appearance. If you require assistance in an emergency, I can be reached at (352) 303-8667.

For further information about GTN and the outstanding celebrity speakers we represent, please visit us on the web at [www.greatertalent.com](http://www.greatertalent.com) or call me at (800) 326-4211.

Once again, thank you for choosing GTN.

Sincerely,

A handwritten signature in black ink that reads 'D Buchalter'. The signature is written in a cursive, flowing style.

David Buchalter  
Senior Vice President

27164 / 37875



RECEIVED  
JUN 09 2015

BY: .....

Contract No. 27164

This agreement, dated June 3, 2015, in New York, NY between Greater Talent Network, Inc., (Federal Tax ID 13-3092933) with offices at 437 Fifth Avenue, New York, NY 10018, (hereinafter referred to as "GTN") as duly authorized lecture agent for the ARTIST and:

Bunker Hill Community College  
ATTN: Mr. Tom Saltonstall, Director of Diversity and Inclusion  
Office of Diversity and Inclusion  
250 New Rutherford Avenue  
Charlestown Campus, Room E236F  
Boston, MA 02120

hereinafter referred to as "SPONSOR" is a memorialization of the prior agreement of the parties whereby GTN will provide the services of:  
Byron Pitts

hereinafter referred to as "ARTIST", to lecture (perform) at the date, time and place and subject to the terms specified herein (the Program).

- 1. Topic of Program: An Afternoon with Byron Pitts
- 2. Date of Program: Thursday, February 10, 2016
- 3. Time of Program: 1:00 PM
- 4. Place of Program: Bunker Hill Community College, Boston, MA

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

- February 10, 2016 : 10:00 AM Arrival
- February 10, 2016 : 10:15 AM Informal Introduction to College Officials
- February 10, 2016 : 10:30 AM Meet with Class of Students
- February 10, 2016 : 11:30 AM Luncheon with Students and Faculty (25 people approximately)
- February 10, 2016 : 12:40 PM Break in Green Room
- February 10, 2016 : 1:45 PM Q&A
- February 10, 2016 : 2:00 PM Book/Autograph Signing
- February 10, 2016 : 3:30 PM Depart

5.1. Contract Rider(s) (if any) are: See attached rider.

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.)

7. Terms: As consideration for the ARTIST'S service SPONSOR agrees to pay to GTN the amount of (a) \$20,000.00 USD ( Twenty Thousand and 00/100 Dollars ) and (b) First Class Round Trip Air Travel, Hotel(s), Meals And Ground Transportation At Origin And Destination Cities As Applicable For One Person.

Note: In accordance with actual travel itinerary, Artist will be met at, and returned to the airport in MA.

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 14 days prior to engagement.

9. SPONSOR'S correspondent is Tom Saltonstall, whose telephone # is (617) 228-3311 , whose emergency number is (617) 803-8889 and whose email address is tsalton@bhcc.mass.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:  
by [Signature]  
Title PRESIDENT  
Date 6/8/2015

For Greater Talent Network, Inc.  
by [Signature]  
David Buchalter, Senior Vice President  
Date 6/10/15

Please sign this agreement and scan or mail with your deposit, to Greater Talent Network, Inc., 437 Fifth Avenue, New York, NY 10018 | (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 read carefully.

# 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 fourteen (14) 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 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 obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable 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. 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 the cost of 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.

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 compensation. In addition, if, on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract 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.

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 negligence of the Artist and/or GTN.

11. 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.

12. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Sponsor.

13. 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 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 apply to the singular, plural, and to all genders.

14. 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 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.

15. 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, Inc., New York, NY"

**Byron Pitts**

**Performance Rider**

The following Performance Rider is an addendum for all contracts pertaining to Byron Pitts ("Artist") and is part of the attached contract #27164. Any and all costs associated with this rider are in addition to the terms provided for and are the responsibility of the sponsoring organization. Any changes must be cleared in writing with Greater Talent Network, Inc.

**On Stage:**

A bottle of water should be provided at the podium or nearby on stage.

**Dietary:**

Artist has a preference for healthy meals.

**Hotel Accommodations:**

Artist requires one room at a Marriott property with a gym. If a Marriott property is not available in or near the event city, a Hilton property with a gym will be acceptable.

Any further questions can be answered by your GTN agent.



6/10/15

Agent for Byron Pitts

Date



6/8/15

Authorized signature from Sponsor

Date

1/14



437 Fifth Avenue  
New York, NY 10016  
P: 212.645.4200  
F: 212.627.1471  
E: info@greatertalent.com



RECEIVED  
JUN 17 2015

BY:.....

Contract No. 27173

This agreement, dated June 8, 2015, in New York, NY between Greater Talent Network, Inc., (Federal Tax ID 13-3092933) with offices at 437 Fifth Avenue, New York, NY 10016, (hereinafter referred to as "GTN") as duly authorized lecture agent for the ARTIST and:

Bunker Hill Community College  
ATTN: Mr. Tom Saltonstall, Director of Diversity and Inclusion  
Office of Diversity and Inclusion  
250 New Rutherford Avenue  
Charlestown Campus, Room E236F  
Boston, MA 02129

hereinafter referred to as "SPONSOR" is a memorialization of the prior agreement of the parties whereby GTN will provide the services of:  
Jerry Greenfield

hereinafter referred to as "ARTIST", to lecture (perform) at the date, time and place and subject to the terms specified herein (the Program).

1. Topic of Program: An Afternoon with Jerry Greenfield
2. Date of Program: Thursday, April 14, 2016
3. Time of Program: 1:00 PM
4. Place of Program: Bunker Hill Community College, Boston, MA

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

- April 14, 2016: 10:00 AM Arrival
- April 14, 2016: 10:15 AM Informal Introduction to College Officials
- April 14, 2016: 10:30 AM Meet with Class of Students
- April 14, 2016: 11:30 AM Luncheon with Students and Faculty (25 people approximately)
- April 14, 2016: 12:40 PM Break in Green Room
- April 14, 2016: 1:45 PM Q&A
- April 14, 2016: 2:00 PM Book/Autograph Signing
- April 14, 2016: 3:00 PM Depart

5.1. Contract Rider(s) (if any) are: See attached rider.

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.)

7. Terms: As consideration for the ARTIST'S service SPONSOR agrees to pay to GTN the amount of (a) \$15,000.00 USD (Fifteen Thousand and 00/100 Dollars ) and (b) First Class Round Trip Air Travel, Hotel(s), Meals And Ground Transportation At Origin And Destination Cities As Applicable For One Person.

Note: In accordance with actual travel itinerary, Artist will be met at, and returned to the airport in MA.

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 14 days prior to engagement

9. SPONSOR'S correspondent is Tom Saltonstall, whose telephone # is (617) 228-3311 , whose emergency number is (617) 803-5689 and whose email address is tsalton@bhcc.mass.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:

by

*Pam Edelman*

Title

PRESIDENT

Date

6/15/15

For Greater Talent Network, Inc.

by

*D. Buchalter*

David Buchalter, Senior Vice President

Date

6/18/15

Please sign this agreement and scan or mail with your deposit, to Greater Talent Network, Inc., 437 Fifth Avenue, New York, NY 10016 | (212) 646-4200. 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 read carefully.

# 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 fourteen (14) 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 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 obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable 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. 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 the cost of 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.

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 compensation. In addition, if, on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract 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.

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 negligence of the Artist and/or GTN.

11. GTN acts herein only as speakers bureau representative for Artist and is not responsible for any act of commission or 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.

12. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Sponsor.

13. 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 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 apply to the singular, plural, and to all genders.

14. 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 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.

15. 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, Inc., New York, NY"

**JERRY GREENFIELD**  
**Technical/Performance Rider**

The following Technical/Performance Rider is a legal addendum for all contracts pertaining to JERRY GREENFIELD ("Artist"), and automatically becomes a part of the attached contract #27173. Any changes must be cleared in writing with Greater Talent Network, Inc.

**Delivery and Storage of Dessert:**

To insure that enough time is allowed for the delivery and storage of the dessert being donated, the sponsor must contact Ashley Lynch (Assistant to Ben & Jerry) at least one month prior to engagement.

Ms. Lynch's email address is [Ashley.Lynch@benjerry.com](mailto:Ashley.Lynch@benjerry.com)

To help with shipping, the sponsor should be ready to provide Ms. Lynch with the following information:

- Food Service/Catering Manager & phone number
- Building address for dessert delivery
- Amount of freezer space available
- Number of people expected to attend lecture
- Shipping address
- Sponsor's contact name & phone number

Upon receipt of ice cream product, please confirm the quantity delivered to venue and send to Ashley Lynch.

Sponsor is responsible for providing spoons, napkins, cups, scoops, and any other materials needed for the handling and dispensing of food.

**Type of Dessert:**

Depending on the date, size and location of the engagement, Ben & Jerry's may provide bulk desserts (ice cream, sorbet, etc. to be scooped), "Peace Pops" (dessert on a stick), single-serve cones, 3.6 oz cups in various flavors (but not all), or any combination of those listed.

**Volunteers:**

The sponsor will be responsible for providing volunteers for the scooping and/or dispensing of dessert, approximately 2 volunteers per 100 attendees. (It will be much more enjoyable for everyone, scoopers and attendees alike, to have extra volunteers looking for something to do, than to be short-staffed with long lines.)

**Trash & Recycling:**

There should be no shortage of trash barrels -- at least 2 per station.

Also, please be sure to recycle whenever possible (i.e. separate receptacles for plastic, etc.).

**Promotional Materials:**

All promotional materials must be approved in advance by your GTN representative.

**Ground Transportation:**

437 Fifth Avenue  
New York, NY 10016  
P: 212.645.4200  
F: 212.627.1471  
E: [info@gcentertalent.com](mailto:info@gcentertalent.com)









American Program Bureau, Inc.  
 One Gateway Center, Suite 751, Newton, MA 02458  
 Phone: 617.614.1600 Fax 617.965.6610 apbspeaker.com

Date 05/18/2016 Contract: 66442 - R Agent: Kallyn Townsend

**REVISED CONTRACT**

**CLIENT:** Bunker Hill Community College  
**GROUP:** Office of Diversity & Inclusion  
**FOR:** Office of Diversity & Inclusion  
**PRIMARY CONTACT:** Mr. Thomas Sallanstell  
 250 New Rutherford Ave.  
 Boston, MA 02129-2925  
 United States  
 Phone: (617) 228-3311 Email: tsallan@bhcc.mass.edu

**SPEAKER:** John Quinones  
**DATE OF PROGRAM:** 10/13/2016 **TIME:** 10:00 AM  
**FEE:** \$27,500.00 inclusive of expenses outlined below.  
**TRAVEL / EXPENSES:** Speaker's round trip air and ground transportation in home city is included in the fee to client. Client will arrange and directly pre-pay for all hotel charges (room, tax and incidentals). Client will also pay for and provide all meals and professional ground transportation in event city.  
**TOPIC:** Diversity, Your Family's Story  
**SCHEDULE:** 10:00 AM: Arrive on campus  
 10:15: Meet with event officials  
 10:30 AM: Speak to a class / group of students (~40)  
 11:30 AM: President's Luncheon  
 12:30 PM 30 minute break  
 1:00 PM - 2:10: Presentation and Q&A  
 2:15 pm to 3:20 pm: Autograph/book signing  
 Depart no later than 3:30 PM  
**VENUE:** Bunker Hill Community College  
 250 New Rutherford Ave.  
 Boston, MA 02129  
 United States  
 Phone: Fax:  
**AUDIENCE:** ~400 Students, faculty, staff and community members  
**SPECIAL REQUIREMENTS:** Audio or video recording cannot be authorized unless the recording is used for internal purposes only and not sold, reproduced or used on the internet or web site. This contract subject to revision/cancellation due to unforeseen professional commitments of Mr. Quinones.  
**TECHNICAL REQUIREMENTS:** Mr. Quinones can show video clips as a part of the presentation - client to provide a DVD player, the necessary projection system/monitors, and audio hook up to the sound system. A technician or knowledgeable individual should be present to operate the equipment. Mr. Quinones also has a 3 minute intro video that can be shown before his presentation. If you would like to show the video, please do so after you have introduced Mr. Quinones and he will take the stage as the video ends. Download at: <http://vimeo.com/96910209>

**PAYMENT:**  
 \$13,750.00 Deposit Invoice due on or before 05/31/2016  
 \$13,750.00 Balance Invoice due on or before 09/22/2016

**INVOICE:** Thomas Sallanstell  
 Bunker Hill Community College - Office of Diversity & Inclusion  
 250 New Rutherford Ave.  
 Boston, MA 02129-2925  
 United States

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

CLIENT

AMERICAN PROGRAM BUREAU, INC.

AUTHORIZED SIGNATURE:

*Pam Eddinger*

AUTHORIZED SIGNATURE:

*Heather Crowley*

NAME & TITLE: Pam Y. Eddinger  
 PRESIDENT

NAME & TITLE: Heather Crowley, Contract Specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages. The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

1. **Parties:** This Contract ("Contract") is between American Program Bureau, Inc. ("APB") and the client as designated on the first page of this Contract ("Client") the parties (individually "Party" and collectively "Parties") to this Contract.

2. **Speaker:** The speaker as designated on the first page of this Contract ("Speaker") is not a party to this Contract. Speaker is an Independent Contractor and is not an employee of APB. Speaker and APB are not in a principal/agent relationship. APB has confirmed Speaker's availability and APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract. APB's relationship with Speaker is further limited to that of a booking company only. APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way to the Speaker, the Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives of any kind or any acts, omissions, statements, or any commitment made by the Speaker or by the Client to each other. Any diversion by the Speaker from any agreed upon topic shall not be considered a breach of contract.

3. **Client:** The Client and APB are not in a principal/agent relationship with respect to one another. APB's relationship with the Client is strictly limited to that of a booking company for Speaker only. No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this Contract shall constitute a breach of this Contract unless agreed upon in writing by the Parties hereto.

4. **Payment:** Any payments of the fee as designated on the first page of this Contract ("Fee"), travel expenses and costs not paid when due will be considered a default and breach of this Contract. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture or main performance only. Any and all ancillary activities including but not limited to those stated on the first page of the Contract, are not material to this contract. Any such ancillary activities performed by the Speaker or APB are strictly gratuitous and may not be relied upon or considered an amendment of this Contract.

5. **Taxes and Compliance Fees:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes, other than income taxes, and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for its performance of the terms of this Contract.

6. **Force Majeure:** In the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is prevented or delayed due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, transportation interruption or delays, Speaker illness or for any other reasons which are, in the reasonable opinion of the Speaker or APB, beyond the Speaker's control ("Force Majeure Condition"), APB, Speaker and/or Client shall promptly notify the other Party of such Force Majeure Condition and the Parties shall use its best efforts to arrange for a mutually agreeable change of time or date for the Speaker's performance. Client agrees to pay any additional travel expenses and cost incurred by the Speaker as a result of a Force Majeure Condition. In addition to the travel expenses and costs Client is required to pay pursuant to the terms of this Contract. If a change of date or time cannot be agreed upon then any deposits paid by the Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Parties whatsoever. In no event shall a Force Majeure Condition require the expenditure of any additional fees by either the Speaker or APB.

7. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any provisions to the contrary, should the Speaker be delayed but arrive and present his/her keynote address, lecture, speech or main performance or is willing to present his/her key note address, the Fee, and all travel expenses and costs, shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. In the event that the Speaker is delayed and is unable to attend the event, any deposits paid by Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Client whatsoever. In the event of a delay, APB and Speaker shall not be liable to the Client in any manner and any such delay shall not be considered a breach of contract.

8. **Substitution:** If for any reason the Speaker cannot attend the event, APB will use its best efforts to notify the Client and arrange for a mutually agreeable change of date or time. In the event that a change of date or time cannot be mutually agreed upon, APB will use its best efforts to obtain a replacement speaker for the Client. A replacement speaker's fee may be higher or lower than the original speaker's fee. Upon Client's agreement of the replacement speaker a new contract will be issued. In the event that a replacement speaker could not be obtained or agreed upon, all deposits toward the Fee paid by Client will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of APB and Speaker to the Client and this Contract shall be null and void without any further recourse or claims for damage, liability or harm by the Client whatsoever.

9. **Client Cancellation and Breach:** Should the Client cancel the Speaker's performance more than ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited and immediately due if not previously paid to APB. Should the Client cancel the Speaker's performance ninety (90) days or less prior to the event, the full contracted Fee shall be forfeited and immediately due if not previously paid to APB. In the event of any such cancellation all travel expenses and costs incurred by APB or the Speaker which are non-refundable, shall be immediately due and payable by Client to APB. Additionally, Client shall be liable for all damages and harm to APB and the Speaker arising from Client's breach of this Contract and Client's failure to perform any of the terms of this Contract. The forfeiture of any portion of the contracted Fee shall not act as a limitation of damages under this Contract. In the event of Client's breach or Client's failure to perform under the terms of this Contract, Speaker shall not be obligated to perform under this Contract.

10. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event. In APB or the Speaker's sole reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern and importance. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligations herein without recourse is reasonable in light of an anticipated loss caused by such an association and the difficulties of proof of loss.

11. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the Parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both Parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

12. **Advertising:** The Client may not advertise, publicize or promote the Speaker's attendance or performance at the event until the Contract is fully executed by both APB and the Client, APB has received the required deposit and APB has subsequently authorized the Client in writing to advertise, publicize or promote the

Speaker's attendance or performance at the event. All advertising and promotion of the Speaker if authorized shall cease on the day of the event.

13. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker.

14. **Reproductions:** The content of the Speaker's speech, presentation and materials provided remain the intellectual property of the Speaker. Speaker reserves all copyrights for the Speaker's presentation and materials provided by Speaker and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium. No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without prior written permission from APB or the Speaker. If written permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB prior to public disbursement with sufficient reasonable time for review of said copy. The content of Speaker's speech or performance shall not be deemed the moral learning or opinions of APB.

15. **Public Portrayals:** Speaker's name, image, biographical information or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker.

16. **Miscellaneous Provisions:** This Contract shall be governed in accordance with the laws of the Commonwealth of Massachusetts. Client hereby submits to exclusive personal jurisdiction of the Courts in the Commonwealth of Massachusetts. The venue with respect to any matters in dispute that may arise under this Contract shall be in the Commonwealth of Massachusetts. Client shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees. Any controversies arising out of the terms of this Contract or its interpretation, except collection actions, shall be settled in accordance with the rules of the American Arbitration Association, in the Commonwealth of Massachusetts, and the judgment upon award may be entered in any court having jurisdiction thereof. This Contract constitutes the entire agreement and understanding of the Parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the Parties. This contract is not assignable in whole or in part by any Party without the written agreement of the other. A waiver of a breach of any provision of this Contract or failure to enforce any such provision shall not operate or be construed as a waiver of any subsequent breach of any such provision or of a right to enforce any such provision. No act or omission shall constitute a waiver of any rights hereunder except for a written waiver. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.