



EFFECTIVE DATE: 11/29/23

CONTRACT ISBN #: 9781668039540

EDITION CODE: ED3

**IN-PERSON EVENT AGREEMENT**

This In-Person Event Agreement (the “Agreement”) is between Simon & Schuster, LLC. (“S&S”), on behalf of itself and as duly authorized agent for the Speaker (as defined in Section 1), and Everett Public Library (“Sponsor”), with an address at 2702 Hoyt Avenue Everett, WA 98201. S&S and Sponsor are each referred to herein as a “Party” and together as the “Parties.” S&S agrees to provide to Sponsor the services of the Speaker at the date, time, place and in accordance with the other terms set forth herein. The representative of Sponsor, in executing this Agreement on behalf Sponsor, warrants that (s)he signs as a duly authorized representative of Sponsor and does not assume any personal liability hereunder unless (s)he is in breach of the foregoing warranty.

SIMON & SCHUSTER LLC on behalf of itself  
and as duly authorized agent for the Speaker:

*Emily Varga*

Emily Varga, Senior Lecture Agent

12/07/2023

Date:

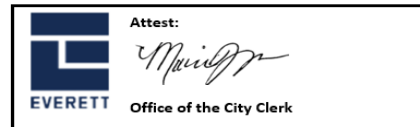
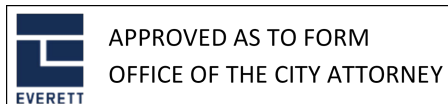
CITY OF EVERETT

EVERETT PUBLIC LIBRARY

Cassie Franklin, Mayor

12/07/2023

Date:





### 1. Program Details:

Speaker Name (the “Speaker(s)”):	Neal Shusterman & Jarrod Shusterman
Fee (the “Fee”):	\$10,000.00
Event Name (the “Event”):	One Everett One Book
Event Date:	March 21, 2024
Venue/Location:	TBD - Everett, WA 98201
Event Topic:	Speakers’ discussion to focus on deepening an appreciation of reading and uniting the Everett community through conversation: focusing on the broad topic of the environment. Sponsor is most focused on the book <i>Dry</i> and will encourage community members to read prior to Event
Maximum Number of Event Attendees:	Sponsor expects ~100 attendees, open to general public. This event is geared towards school-aged children, teachers and their parents.
Sponsor Contact:	Abigail Cooley, Director <a href="mailto:acooley@everettwa.gov">acooley@everettwa.gov</a>
Bureau Contact:	Emily Varga, Senior Lecture Agent <a href="mailto:Emily.varga@simonandschuster.com">Emily.varga@simonandschuster.com</a> , 212-698-7693
Speaker’s Books Available at Event:	<p>There will be a limited number of giveaway copies of Speakers’ books, and they will also have a bookseller onsite. Copies will also be available to check out prior to the Event.</p> <p>*Speakers will sign and personalize books, but only up to two hours during a full day visit , or one hour during a half day visit. Please note the Speaker has a policy of signing only books, nooks, kindles, and casts. (Speaker will not sign autograph slips of paper, notebooks, or other.)</p> <p>*Sponsor to provide silver, gold and bronze sharpies, and pilot G2 gel pens in various colors (or other similar gel pens).</p>
Technical Requirements:	<p>The Event will run live, no recording or live-streaming will take place.</p> <p>*Sponsor shall provide for Speaker’s large-group presentations either a cordless microphone, or a microphone with a long cord; a screen to project a PowerPoint and background slides of his books (PowerPoint and slide will be provided). The PowerPoint can play while attendees</p>



	are entering, and the single slide will be projected for the presentation.
Additional Payment Terms:	Pursuant to Section 3, Sponsor shall pay S&S the entire Fee (as defined in Section 3) within 30 days after the Event Date. A deposit is not required.
Travel Requirements:	Sponsor to be responsible for the following expenses: two (2) refundable business-class roundtrip tickets – best available non-stop airfare at time of ticketing (to be arranged by S&S); Sponsor to book and pay for hotel accommodation, per Speaker, as needed but must receive approval on hotel from Bureau prior to booking; all hotel reservations need to have at least a 48-hour no charge cancellation policy. Sponsor is also responsible for ground transportation in event city, meals, plus a \$200 stipend, per Speaker, for incidental expenses and home city transport.
Additional Speaker Activities:	3:00 pm: Arrive at venue for soundcheck. 4:00 pm: There will be a 45-minute keynote (or in conversation) 4:45 pm: Speakers will participate in a 15-minute Q&A 5:00 pm: There will be a book signing
Additional Terms:	Speakers request fruit and energy drinks such as Red Bull during morning sessions. Neal follows a pescatarian or vegan, low sodium, and low carb diet for other meals/snacks.

**2. Speaking Engagement:** S&S, through the Simon & Schuster Speakers Bureau (together with S&S, the “Bureau”), is acting in its capacity as booking agent for Speaker for the Event. Bureau shall secure Speaker’s availability and will handle all payments from Sponsor in connection with the Event. Sponsor may not advertise or promote the Event in any manner until this Agreement has been fully executed. The Parties acknowledge that Speaker is an independent contractor and is not an employee, partner, joint venture or agent of either Sponsor or Bureau. 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 agree that Speaker shall have sole and exclusive control over the production, presentation, and performance of his or her services in connection with the Event hereunder, including, without limitation, the details, means, and methods of the performance. Sponsor further acknowledges and agrees that for a period of five (5) years following the Event, Sponsor shall book any spin-off or subsequent events with Speaker exclusively through the Bureau and all terms for such events shall be negotiated with Bureau only.

**3. Payment:** As this Agreement removes Speaker from the marketplace on the date(s) of the Event, unless otherwise specified in Section 1, Sponsor must pay the Bureau a deposit equal to 50% of the Fee (the “Deposit”) within fourteen (14) days of the Effective Date. Unless otherwise provided in Section 1, Sponsor shall pay the Bureau the remaining Fee balance thirty (30) days prior to the Event Date. Timing of each 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 the Bureau does not constitute a waiver. In addition, all late payments will accrue finance charges of 1.5% per month.

**4. Cancellation by Sponsor:** If the Event is cancelled by Sponsor more than sixty (60) days prior to Event Date, the Deposit shall be forfeited and shall be due and payable immediately by Sponsor to the extent not already paid. If Sponsor cancels the Event within sixty (60) days or less of the Event Date, the full Fee will become due and payable immediately by Sponsor. For the avoidance of doubt, cancelling the Event due to an insufficient number of attendees will not relieve the Sponsor of its obligations to fulfill its financial obligations under this Agreement.



**5. Cancellation by Speaker:** In the event the Speaker must cancel the Event or is otherwise unable to appear or perform its obligations hereunder for any reason beyond the control of the Speaker, including, without limitation, illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), the Bureau and Speaker will not have any liability for the expenses or losses incurred by the Sponsor. The Bureau will attempt to provide a comparable speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. The Bureau agrees to refund the Sponsor, within thirty (30) days, the Deposit received from the Sponsor in the event Speaker cancels the Event and the Bureau cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. In the event Speaker is delayed, but arrives and presents her/his program in full, the Sponsor shall pay the Fee and other charges due hereunder to the Bureau.

**6. Force Majeure:** Notwithstanding any other provision of this Agreement, in the event that the performance of this Agreement, or any part thereof, by a Party or Speaker (an "Affected Party") is prevented by acts of God, exchange controls, export or import controls, or any other government restriction, wars, epidemics, pandemics, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist activity, lockouts, blackouts, or any other cause beyond the reasonable control of an Affected Party (such event, "Force Majeure"), such Affected Party shall not be responsible to the other Parties or Speaker for failure or delay in performance of its obligations under this Agreement. Each Affected Party shall promptly notify the other Party or Speaker of such Force Majeure condition. The terms of this clause shall suspend, but not excuse, any Affected Party from its duty to perform the obligations under this Agreement and full performance shall occur as soon as practicable after the Force Majeure condition ceases to exist.

**7. Lodging/Travel/M meal Expenses:** Unless otherwise agreed to by the Parties in writing, the Sponsor shall be solely responsible for the following Speaker expenses: (a) a refundable non-stop business-class roundtrip ticket (if business class is not available, the Sponsor to be responsible for first-class ticket) that is best available at time of ticketing to travel between Speaker's home or office at Speaker's city of origin and the Event venue/location; and (b) the Sponsor shall book and pay for hotel accommodation as needed subject to the Bureau's approval prior to booking. All hotel reservations made by the Sponsor for Speaker need to have at least a 48 hour no charge cancellation policy. The Sponsor shall reimburse Speaker for any out of pocket expenses. The Sponsor shall also arrange and pay for, or provide, ground transportation for Speaker in the Event town/city and to and from the airport/train station in Speaker's city of origin. All ground travel must be arranged through a fully insured and commercially licensed car service operator. Other actual expenses incurred by Speaker will be submitted to the Sponsor as incurred, unless otherwise agreed, and reimbursement shall be made to the Bureau within fourteen (14) days of receipt of documentation. In the event that Sponsor cancels the Event for any reason, including but not limited to a Force Majeure condition, the Parties agree that unrecoverable travel expenses shall be paid in full by the Sponsor.

**8. Facility/Event Requirements:** The Sponsor shall provide a clean, well-heated (or well-cooled as the case may be), well-lighted and safe venue for the Event in accordance with any federal, state, local, or campus health and safety protocols (including but not limited to any face covering/mask mandates and social distancing requirements), and shall not permit the audience to exceed the legal limit for the venue. The Sponsor shall provide sufficient security at the venue. The Sponsor shall provide all equipment and facilities, and all accessories required by Speaker, and shall ensure that all such equipment, facilities and accessories shall be in good working order. Any material change in the nature of the Event, including, without limitation, changes to the venue, the number of Event attendees, or the purpose of the Event as defined in Section 1 shall constitute a breach of this Agreement unless agreed to in writing by the Bureau. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in writing by the Parties. The Fee is understood to be for the Event only as outlined in Section 1.

**9. Recording/Endorsements:** The Sponsor shall not, and shall not permit any third party, without the express written consent of the Bureau, which may be withheld in the Bureau's sole discretion, to: (a) record the Event, including the Speaker's presentation, by any means, including without limitation audio-taped, video-taped or broadcast, streamed live and/or via Internet, in any form or length, and/or (b) use Speaker's name and likeness in connection with any endorsements of any kind. The Sponsor will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this Section. If permission of the audio and/or video recording of the Event for the Sponsor's archival purposes is given, a copy of any video or audio recording must be sent to the Bureau. The Sponsor consents to the use of such audio and/or video recording by Bureau and Speaker solely for their respective self-promotion and for no other reason unless otherwise agreed to in writing by Sponsor.



**10. Intellectual Property:** Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that are provided to Sponsor to use in connection with the advertising, promotion, and publicity of the Event, including but not limited to logos and marks, Speaker biographical information, book covers, and photos of Speaker (collectively referred to as “Promotional Materials”). Sponsor shall use only the biographical material and photos contained in the Promotional Materials when advertising or promoting the Event unless otherwise approved by Bureau in writing (email sufficient). All advertising, promotion, and publicity materials developed by, or on behalf of, Sponsor for this Event shall include the words: “For more information on this Speaker please visit [www.simonspeakers.com](http://www.simonspeakers.com)” and shall be sent to Bureau for approval prior to being disseminated.

In addition, Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that Speaker uses during the Event, including but not limited to participant materials, presentations, photographs, and any other materials (collectively referred to as “Presentation Materials”).

The Sponsor shall obtain no rights to the Promotional Materials or Presentation Materials unless specifically agreed to by Speaker or Bureau, as applicable, in writing.

**11. Books:** The Sponsor shall arrange to have copies of Speaker's frontlist and/or backlist titles available for purchase and/or giveaway at the Event. The Sponsor agrees to: (a) purchase copies of the Speaker's book(s) from Sponsor's retailer of choice for on-site distribution or re-sale to attendees; (b) arrange for an adequately staffed local bookseller to sell copies of Speaker's book(s) on-site, or (c) arrange to purchase copies of Speaker's book(s) from Simon & Schuster, LLC. for on-site distribution or re-sale to Event attendees.

**12. Responsibility:** 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.

**13. Material Breach/Termination.** In the event the Sponsor refuses or neglects to perform any of its obligations stated herein, and/or fails to make any payment required herein, Speaker shall have the right to refuse to perform this Agreement, the Bureau shall retain any amounts paid to the Bureau by Sponsor, and Sponsor shall remain liable to the Bureau for any remaining compensation that has not been paid. Moreover, the Bureau shall have the right to cancel this engagement by providing notice to the Sponsor, retain any amounts theretofore paid to the Bureau by the Sponsor, and the Sponsor shall remain liable to the Bureau for any remaining compensation that has not been paid.

**14. Taxes:** 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. It is understood that the 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 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. The 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.

**15. Applicable Law and Venue:** 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 court action arising out of this Agreement will be brought exclusively in the state or federal courts located in the State of New York, New York County, and the Parties irrevocably submit to the exclusive jurisdiction of any such court and agree not to plead to the contrary.

**16. Indemnification/Limitation of Liability:** The Sponsor agrees to defend, indemnify, and hold harmless the Bureau and Speaker, as well as their respective directors, officers, employees, agents, employees, successors and assigns from and against any and all losses, costs (including, without limitation, reasonable outside attorneys' fees and expenses), damages, liabilities, and claims, and pay any settlement amounts, judgments, or damages awarded, to the extent arising from, in connection with, or relating



to, the Event, provided they do not arise solely from the active negligence or willful misconduct of Speaker or the Bureau. In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or lost business, incurred by a Party whether in an action in contract or tort even if the other Party has been advised of the possibility of such damages, except for the payment obligations of Sponsor under this Agreement, any indemnification obligations of the Parties, and any damages arising from one Party's misappropriation of the other's intellectual property.

**17. Other provisions.** The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. Should any provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof. Notwithstanding anything herein to the contrary, all terms logically construed to survive the termination or expiration of this Agreement shall survive.

**18. Entire Agreement.** 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. Unless agreed to in writing by the Bureau, this Agreement sets forth the entire understanding between the Parties and it may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties. This Agreement shall supersede all prior agreements, communications, representations and understandings, either oral or written, between Bureau and Sponsor with respect to the subject matter contained herein. Unless agreed to in writing by the Bureau, all terms and conditions on any Sponsor-issued purchase order, addendum, rider, or other document in connection with the Event herein shall be deemed deleted and of no force or effect.

# One Everett One Book -Neal Shusterman











## \_11.30.23.rSD


Final Audit Report


2023-12-08


Created:	2023-12-06
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsIZx5hQMGdeq9xHVK191o4jAKjRHD03J


## "One Everett One Book -Neal Shusterman \_11.30.23.rSD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2023-12-06 - 10:08:43 PM GMT
-  Document emailed to Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov) for approval  
2023-12-06 - 10:09:37 PM GMT
-  Email viewed by Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov)  
2023-12-06 - 10:10:17 PM GMT
-  Document approved by Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov)  
Approval Date: 2023-12-06 - 10:10:52 PM GMT - Time Source: server
-  Document emailed to Abigail Cooley (ACooley@everettwa.gov) for approval  
2023-12-06 - 10:10:53 PM GMT
-  Email viewed by Abigail Cooley (ACooley@everettwa.gov)  
2023-12-06 - 10:32:55 PM GMT
-  Document approved by Abigail Cooley (ACooley@everettwa.gov)  
Approval Date: 2023-12-06 - 10:33:17 PM GMT - Time Source: server
-  Document emailed to Emily Varga (emily.varga@simonandschuster.com) for signature  
2023-12-06 - 10:33:19 PM GMT
-  Email viewed by Emily Varga (emily.varga@simonandschuster.com)  
2023-12-06 - 10:34:10 PM GMT
-  Document e-signed by Emily Varga (emily.varga@simonandschuster.com)  
Signature Date: 2023-12-07 - 3:18:12 PM GMT - Time Source: server


 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2023-12-07 - 3:18:14 PM GMT


 Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2023-12-07 - 3:29:04 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2023-12-07 - 3:29:38 PM GMT - Time Source: server


 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature  
2023-12-07 - 3:29:40 PM GMT


 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)  
2023-12-07 - 4:14:27 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)  
Signature Date: 2023-12-07 - 4:14:45 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval  
2023-12-07 - 4:14:46 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)  
2023-12-07 - 8:38:15 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)  
Approval Date: 2023-12-08 - 4:04:54 PM GMT - Time Source: server

 Agreement completed.  
2023-12-08 - 4:04:54 PM GMT