



# HOST ENGAGEMENT CONTRACT

Diane Cook @ Everett Public Library

SPEAKER:	Diane Cook
EVENT DATE:	February 23, 2024
EVENT NAME:	One Everett One Book
CONTRACT DATE:	November 30, 2023

Host Company: **Everett Public Library**  
**Everett Public Library**  
**Everett, WA 98201**

Agency: Unbound Events, Inc.  
65135 97<sup>th</sup> ST  
Bend OR 97703

Host Contact: Abigail Cooley  
acooley@everettwa.gov

AU Agent: Christie Hinrichs  
christie@authorsunbound.com

## PROPOSED ITINERARY

- (1) 6pm: Arrive at venue for soundcheck  
7pm: Keynote conversation (or in conversation with presentation - we are open to either)  
7:45pm: Q&A  
8-9pm: Author book signing (likely won't take a full hour)

## EVENT DETAILS:

EVENT FORMAT:	In Person Event
EVENT LOCATION:	2702 Hoyt Avenue - Everett, WA 98201, United States
EVENT DESCRIPTION:	<p>One Everett One Book is a community-wide reading initiative designed to deepen an appreciation of reading and unite the Everett community through conversation. Community members will be encouraged to read Cook’s book. Copies will be available to check out, and a limited number of giveaway copies will be available. We will work with a local bookseller to sell copies during the event.</p> <p>Through winter and spring, the library will present a variety of programs relating to nature/the environment and this event will be one of the keynote events. We are also looking to host an event geared towards youth with Neal Shusterman and will be partnering on an event in the spring with Washington State University/Everett Community College and Carolyn Finney.</p>
HOST DESCRIPTION:	The Everett Public Library was founded in 1894 by the Everett Woman's Book Club. The historic Main Library was built in 1934 by architect Carl Gould, and the Evergreen Branch opened in 1985. The library’s two branches serve the residents of the City of Everett and nearby locales, circulating over 600,000 items per year and hosting hundreds of programs for children and adults. We connect the community to resources and services that inform, educate, and entertain.
HOST WEBSITE:	<a href="https://www.epls.org/">https://www.epls.org/</a>
TOPIC/PROGRAM:	The New Wilderness
EVENT ATTIRE:	No Attire Requirements
ATTENDEE PROFILE:	150 people. Event is open to the public and is free to attend.
EVENT ACCESS:	Open to the Public (free, even if ticketed)
EVENT OBJECTIVES:	Deepen an appreciation of reading and unite the Everett community through conversation: focusing on the broad topic of the environment.
PREVIOUS SPEAKERS:	Kwame Onwuachi, Reem Assil, Sy Montgomery, Jason Reynolds, Ibram X. Kendi, Tayari Jones.
BEST AIRPORT:	SEA; 42 miles from the venue.
EXCLUSIVITY:	No Geographic Exclusivity is requested.
RECORDING:	The event will run live, no recording or live-streaming.
BOOK SUPPORT:	TBD: Possibly Artisans PNW, At least 100 copies purchased to be added to our collection and/or given away.

*\*\*Any additions or revisions to this schedule and proposed details are subject to the Speaker's approval\*\**

APPEARANCE FEE	\$ 7,500.00 USD GUARANTEED (Fee is NET of any country, provincial, state or local taxes)
TRAVEL EXPENSES:	Purchased by AU and invoiced to the Host / Fully Refundable Business Class Flights (not included in the \$7,500 above)
EVENT CITY TRANSPORTATION:	Booked/arranged by the Host (volunteer drivers or car service)
HOTEL:	Booked/arranged directly by the Host at their expense
In Addition:	\$ 200.00 Stipend for incidental expenses and the author’s home city transport
TOTAL:	\$7,700.00 – Host’s Commitment for Appearance Fee and Expenses

Invoice Contact: Abigail Cooley  
acooley@everettwa.gov

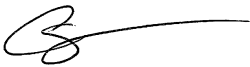
Payment Terms: \$ 7,700.00 – Deposit is waived; Balance due net 30 of the event date

Representations & Covenants: Host represents and covenants to AU as follows

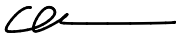
- Not to publicize or otherwise advertise the Event until this Agreement has been executed by AU and the Host.
- To obtain any license or permit necessary and/or pay any tax related to the Event.
- That weapons, including firearms, are prohibited at the Event.

*This agreement is subject to the attached Terms and Conditions, which are incorporated herein by this reference. The signer of this Agreement has the power and authority to consummate the transaction provided for in this Agreement, and this Agreement, to which Host is a party, has been duly authorized, executed and delivered by Host and constitutes the legal, valid and binding obligation of Host enforceable in accordance with their terms.*

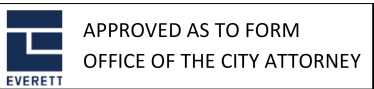
HOST SIGNATORY:



AU ON BEHALF OF THE SPEAKER:



By: Cassie Franklin, Mayor  
City of Everett  
Everett Public Library



By: Christie Hinrichs, Director  
Authors Unbound Agency  
booked@authorsunbound.com



Upon signing this agreement, you will be provided (in a timely fashion) with the countersigned copy for your records, an invoice and W9. If you use an online vendor system that requires registration, please send the invitation to [accounting@authorsunbound.com](mailto:accounting@authorsunbound.com).

MAKE PAYMENT TO:

Unbound Events, Inc.

MAIL PAYMENT TO:

Authors Unbound Agency  
65135 97th St - Bend, OR 97703

MAKE ELECTRONIC PAYMENT TO:

Umpqua Bank  
ABA/ROUTING number: 123205054  
AU ACCOUNT: 4862851708  
ACCOUNT HOLDER: Unbound Events, Inc.  
BRANCH CITY/ST: Bend, Oregon

# TERMS AND CONDITIONS

(1) PARTIES: The signatories to this Agreement are Authors Unbound Agency ("A|U") and Host (each a "Party" and collectively the "Parties"). A|U is acting in its capacity as booking agent for the Speaker for the scheduled function (the "Event"). A|U has secured Speaker's availability and will handle all payments from the Host in connection with the Event. 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 representations, act or omission of the other contrary to the provisions of this Agreement. The Parties further acknowledge that the Speaker is an independent contractor and is not an employee, partner, joint venture or agent of either the Host or A|U and that the Speaker has the exclusive control over how the services in connection with the Event are fulfilled. The Parties acknowledge and agree that A|U shall not be responsible in any way for the Speaker's acts, omissions, statements or any commitment made by the Speaker or Host.

(2) PAYMENT: 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 the Host. Acceptance of late payment by A|U does not constitute a waiver. The Event may not be advertised or promoted in any manner until this Agreement has been fully executed. If the Host fails to pay for services performed by the Speaker and a lawyer must collect fees and costs, the Host agrees to pay the reasonable expenses and attorney fees for the time and the costs of collection.

(3) CANCELLATION BY THE HOST: If the Event is canceled by the Host more than 60 days prior to the Event Date, twenty percent (20%) of the fee shall be forfeited and shall be due and payable immediately if not already paid. Fifty percent (50%) will become due and payable immediately if the Host cancels the Event sixty (60) days, or less, prior to the Event Date.

(4) CANCELLATION BY THE SPEAKER: In the event the Speaker must cancel due to transportation problems beyond the control of the Speaker, illness, unforeseen emergencies or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), A|U will not have any liability for the expenses or losses incurred by the Host. A|U will attempt to provide a comparable Speaker, who is acceptable to the Host, or reschedule the event to a mutually agreeable date. A|U agrees to refund the Host, within thirty (30) days, any deposits received from the Host in the event the Speaker cancels the contract and A|U cannot provide a comparable Speaker who is acceptable to the host or reschedule the event to a mutually agreed date. In the event the Speaker is delayed, but arrives and presents her/his program in full, all Fees and other charges shall be due in full to A|U.

(5) FORCE MAJEURE: Notwithstanding any other provision of this Agreement, in the event that the presentation or performance of any obligation under this Agreement by a Party is canceled or prevented by acts of God, exchange controls, export or import controls, or any other government restriction, 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. In the event that the Speaker arrives or is on the way to the Event when the Host cancels the Event due to Force Majeure, the Parties agree that unrecoverable travel expenses shall be paid in full by the Host. For the avoidance of doubt, canceling the Event due to insufficient ticket sales, book banning or other objections based on a Speaker's race, sexual orientation, world-view, politics, cultural perspective or any other factors that are common knowledge and information that is widely available will not relieve the Host of its financial obligations under this Agreement.

- (a) The parties acknowledge that the COVID-19 coronavirus pandemic has caused, and is expected to continue to cause, widespread disruptions, including the need for cancellation of group gatherings such as the Event, disruption of travel arrangements, and unavailability of human and/or technical resources necessary to conduct events such as the Event. Accordingly, either Host or AU may provide prompt written notice to the other party that it is canceling the Event (in the case of Host) or Speaker's appearance at the Event (in the case of AU). In the event of such a cancellation, the parties shall use good faith efforts to either (i) make the Event virtual or (ii) reschedule the Event for a mutually agreed date (the "New Event Date"). The full amounts paid to AU by Host in respect of the Speaker's attendance at the Event shall be credited and applied by AU to the New Event Date and Host shall reimburse AU for any unrecoverable travel costs incurred prior to the date of cancellation notice.

(6) ADVERTISING AND RECORDING: Host will have the right to use Speaker's name, any approved image and/or likeness of the Speaker, and any approved information pertaining to the Speaker solely to promote and advertise the Speaker's presentation. The Speaker must grant permission to the Host to record audio and/or video of the presentation. In the event the Speaker grants permission and the Host makes or arranges for an audio and/or video recording of the presentation, the Host will provide both the Speaker and Authors Unbound with a [digital] copy of the same within 30 days of the presentation. Regarding AI manipulation, recordings may not be edited or altered in any way, outside of traditional editing.

(7) HOST COMPLIANCE/FACILITIES: Host shall provide a well-heated and air-conditioned, lighted, safe and proper place for the presentation, in good condition together with all necessary stage accessories and properties including microphones and amplification system in proper working condition (and as set forth in the Speaker rider(s), if any). Host shall limit the audience to no more than the legal number permitted at the place of the presentation. Host shall ensure compliance with all applicable requirements of any unions, and all laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the presentation. Host shall pay any and all local, State and/or Federal rental, amusement, sales or other such taxes as may be required by law.

(8) COPYRIGHTED WORK: Speaker shall retain any and all intellectual property rights to the copyrighted materials that she/he 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 Host shall obtain no rights to the Materials unless specifically agreed to by the Speaker in writing.

(9) BOOKS: It is understood that the Host will arrange to have the Speaker's books available for purchase and/or giveaway. Either the Host may purchase copies of the book(s) by the Speaker directly from A|U or another retailer and provide appropriate staffing, or work with A|U to arrange for a local independent bookseller to handle book sales on-site.

(10) COMMITMENT TO DIVERSITY: The host agrees that if the engaged speaker is appearing in any panel presentations or seminar format conversations with more than three (3) speakers, and wherever practicable in event lineups of multiple speakers, they will seek to appoint a fair representation of diverse panelists and speakers (considering gender, ethnicity and sexual orientation), and will request administering institutions to include a fair representation of diverse speakers on their rosters and list of potential participants and contributors.

(11) 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.

(12) TAXES: As an independent contractor, the 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 the Speaker for the services performed hereunder. It is understood that the Host 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 Host on the Speaker's behalf. An itemized statement shall be provided in a timely manner to A|U 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 Host shall be solely responsible for any sales taxes, admission taxes, user fees and other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

(13) APPLICABLE LAW: This Agreement, each transaction entered into hereunder and all matters arising from or related to his Agreement (including the validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon without reference to its choice of law doctrine.

(14) 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. In the event the Host requires a rider/separate document to be executed in addition to this Agreement, the terms of this Agreement shall prevail in the event of a conflict regardless of the date of execution of the documents. This Agreement and any Host provided rider/document set forth the entire understanding between the Parties and it may not be altered, changed, modified or waived, in whole or party except by amendment in writings signed by both Parties.











# One Everett One Book - Diane Cook\_11.30.23\_rev.SD


Final Audit Report

2023-12-15


Created:	2023-12-08
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPQF68-a5mZUsSX7iln8GDpczgMQZEQZI

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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov) for approval  
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-  Document approved by Abigail Cooley (ACooley@everettwa.gov)  
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-  Email viewed by christie@authorsunbound.com  
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-  Signer christie@authorsunbound.com entered name at signing as Christie Hinrichs  
2023-12-14 - 2:58:40 PM GMT

 Document e-signed by Christie Hinrichs (christie@authorsunbound.com)

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2023-12-15 - 4:02:05 PM GMT

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 Agreement completed.

2023-12-15 - 4:08:04 PM GMT