AGREEMENT

DATE: May 31, 2019
NUMBER: 5400919

SPONSOR: University of North Texas / Mary Jo & V. Lane Rawlins Fine Arts Series

SPEAKER: Roxane Gay

TOPIC: "Roxane Gay: With One N"

DATE OF APPEARANCE: September 5, 2019

CITY, STATE / VENUE: Denton, Texas / University of North Texas / Coliseum

SCHEDULE:
7:30 PM Lecture / Reading with Q&A, 8:30 PM Book Signing

EXPECTED ATTENDANCE: 2,500+ Campus & Community

TERMS: $30,000.00 inclusive of all expenses

PRIMARY CONTACT:

[Redacted]
Arts Coordinator
University of North Texas
University Union
1155 Union Circle #310710
Denton, Texas 76203

[Redacted]@unt.edu

AGREED:

8/13/2019

DATE

07/15/2019

DATE
This Agreement is made by and between The Tuesday Agency, LLC, an Iowa limited liability company (the “Agency”) and the Sponsor named hereofore (the “Sponsor”) (Agency and Sponsor each a “Party” and together the “Parties”). The Speaker engaged to provide services pursuant to the terms of this Agreement (the “Speaker”) is not a party to this Agreement and not an employee or agent of Agency. However, the Agency has confirmed Speaker’s availability and agreement to provide services pursuant to the terms set forth herein.

1. **Services.** Agency has confirmed Speaker’s availability and agrees to book the Speaker for a speaking engagement (the “Event”) on the terms and conditions contained herein (the “Services”). Agency’s Services are limited to that of a booking company. The Event is the sole commitment under this Agreement and no additional Speaker activities are contemplated by the Agreement nor shall be performed absent the prior written consent of Agent. $30,000 USD to be released 3-5 days following services rendered.

2. **Payment.** In consideration for the Services, Sponsor agrees to pay, directly to the Agency the honoraria named heretofore (the “Fee”). Fifty percent (50%) of the fees shall be paid within 25 days of the Event and the remaining fifty percent (50%) will be due and payable seven (7) days prior to the date of the Event. This Agreement shall serve as the invoice and the Agency will not send any separate invoice. The Fee shall include deliverable to “The Tuesday Agency” (HN: 45-2625675) and mailed to: 132 E 2nd Street, Iowa City, Iowa 52240. The Fee constitutes payment for only the Event defined heretofore, and shall not include any and all other activities or engagements. Agency reserves the right to terminate this Agreement if a fully executed Agreement is not returned to Agency within thirty (30) days of the Event date. If Sponsor is required by law to withhold or deduct any taxes from a payment to Agency pursuant to this Agreement, then Sponsor may make those withholdings or deductions, however Sponsor must increase payment to Agency by the amount necessary to ensure Agency receives the full amount that it would have received if no withholding or deduction had been made.

3. **Sponsor Breach.** In the event that Sponsor shall breach the terms of this Agreement not less than sixty (60) days prior to the Event then fifty percent (50%) of the Fee shall be due and payable to Agency. In the event that Sponsor shall breach the terms of this Agreement less than sixty (60) days prior to the Event then the full Fee shall be immediately due and payable to Agency.

4. **Sponsor Representations and Covenants.** Sponsor represents and covenants to Agency, from and after the date of this Agreement as follows:
   a. Not to publicize or otherwise advertise the Event until this Agreement has been executed by Agency and Sponsor.
   b. To provide a venue for the Event that is reasonably suitable with respect to lighting, temperature and sound amplification.
   c. To obtain any license or permit necessary and/or pay any tax related to the Event and to comply with any federal, state, or local law, code or regulation regarding the Event.
   d. To obtain the prior written consent of Agency prior to any broadcast, recording or reproduction of the Event.
   e. The signer of this Agreement has the power and authority to consummate the transaction provided for in this Agreement, and this Agreement, to which Sponsor is a party, has been duly authorized, executed and delivered by Sponsor and constitutes the legal, valid and binding obligation of Sponsor enforceable in accordance with their terms.

5. **Intellectual Property.** Speaker’s performance at the Event shall remain the intellectual property of Speaker.

6. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF THE OTHER PARTY, OR ANY DAMAGES OF THE OTHER PARTY RESULTING FROM LOSS OF USE, INTERRUPTION OF BUSINESS OR LOST PROFITS, ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION ON WARRANTIES PROVIDED HEREIN.

7. **Delay.** In the event of a delay in Speaker’s performance then Agency shall utilize its best efforts to notify Sponsor. If Speaker shall arrive and provide a delayed Event performance within a reasonable amount of time (generally to be considered 60 minutes) then the Fee shall be due and payable in full and without scut.

8. **Substitution.** In the event that the Speaker cannot arrive at the event in a timely manner it is understood that Agency shall make best efforts to find a suitable and mutually acceptable replacement Speaker.

9. **Force Majeure.** “Force Majeure” shall mean riots, insurrections, fires, flood, storm, explosions, acts of God, war, governmental action, earthquakes, infectious diseases (including without limitation SARS) or any other cause which is beyond the control of a Party. If either Party is affected by Force Majeure, it shall promptly notify the other Party of the nature and extent of the circumstances in question by letter, fax or any other form of written communication. It shall at its own expense take all steps reasonably required to attempt to overcome the effects thereof. The performance of the Agreement shall be suspended throughout the period during which the Force Majeure subsists. Barring written consent from Agency under no circumstances shall the payment of money be excused for any reason including, without limitation, set forth in this Section.

10. **Indemnification.** Agency and Sponsor (each an “Indemnifying Party”) shall defend, indemnify and hold the other Party harmless from and against: (1) any breach of a representation or covenant provided in this Agreement; and (2) for a third party claim, action, loss, damage, liability and expense, including without limitation reasonable attorneys’ fees and costs, arising from or in connection with the grossly negligent, illegal or intentional tortious acts or omissions of the Indemnifying Party.

11. **Assignment.** Neither Party shall assign the obligations or right to receive the benefits of this Agreement without the prior written consent of the other Party.

12. **Entire Agreement.** This Agreement and any attachments constitute the entire understanding of the parties concerning the subject matter hereof. Any waiver of or amendment to the terms of this Agreement must be in writing.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, including an executed facsimile or scanned copy, each of which will be deemed an original but all of which when taken together shall constitute the Agreement.

14. **Attorney’s Fees.** In the event of litigation arising under this Agreement, the parties hereby agree that the Party which prevails in such litigation shall, at the time judgment becomes final, be entitled to reimbursement for all costs of litigation, including, without limitation, all attorneys fees.

15. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to provisions related to choice of law or conflict of laws. Any dispute arising under or relating to this Agreement shall be in the venue of Johnson County, Iowa.
STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, “UNT”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov’t Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: [Signature] UNIVERSITY OF NORTH TEXAS

Date: 07/15/2019 Date: 8/13/2019
Roxanne Gay- Rider

From:  
Sent: Monday, May 13, 2019 2:16 PM
To:  
Subject: Re: [EXT] Re: Booking Inquiry for University of North Texas

No tech rider.

Wherever she's expected to sit you'll need to provide a chair that's at least 32 inches wide. She'll want a room temperature bottle of water onstage and if you can provide some salty snacks backstage that would be appreciated.

She won't do receptions or meals. Book signings are fine of course.

Roxane's typical speech is 60 minutes total (about 40 minutes of lecture / reading followed by about 20 minutes of Q&A).

No two speeches are the same as she tends to draw from the headlines of the day. She'll talk about current matters of politics, feminism, literature and pop-culture.

She doesn't need a moderator. She's happy to present solo.

Best.

The Tuesday Agency
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Iowa City, Iowa 52240
o: 319-338-7080
  @tuesdayagency.com