

WashingtonSpeakersBureau

CONTRACT

DATE: March 12, 2007

Contract #: E4736

Accepted by the Washington Speakers Bureau:

Accepted by School District of Palm Beach County
Florida:



3/12/2007

Michael Menchel, Senior Vice President
Email: MichaelM@WashingtonSpeakers.com
Home Phone: 703/960-0060 Cell Phone:
571/213-4809

Date



3/19/07

Lisa Jessen

Date

Lisa Jessen

Print name

Director, Organizational Effectiveness

Title

*** Attached addendum replaces the wording on page2 (Additional Terms and Conditions of The Contract, - WSB and The School District of Palm Beach County)

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ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT - WSB A Client

1. PARTNER. Washington Speakers Bureau ("WSB") and Client, each a "Party" and collectively the "Parties"...

2. SPEAKER. The Speaker is not a party to this Agreement. The Parties acknowledge that the Speaker is an independent contractor...

3. NON-ASSIGNABILITY. It is agreed that this Agreement is a personal service contract and that the terms of this Agreement are not assignable...

4. TAXES AND FEES. It is understood that the Speaker, as an independent contractor, shall assume all responsibility for payment of his/her federal income tax, social security and Medicare tax...

5. PAYMENT TERMS. The payment terms set forth in this Agreement shall be completed with fidelity by the Client. The timing of payments is of the essence...

6. EXPENSES. The Client shall be responsible for all reasonable expenses in addition to payment for the Engagement. Expenses for the Speaker will include first class airfare (where applicable) and other related transportation charges...

7. BREACHES.

a. In the event that the Client fails to provide any of the items provided herein, then by making timely payment as provided herein, the Client is deemed to have accepted the Speaker's performance...

b. In the event that any breach or cancellation of this contract occurs at any time prior to sixty (60) days before the scheduled event, 50% of the total fee shall be due and payable immediately to WSB...

c. In the event that any breach or cancellation of this Agreement occurs within a period of sixty (60) days or less before the Engagement, the entire fee shall be due and payable immediately to the WSB.

8. CANCELLATION BY THE SPEAKER. In the event of cancellation of this Agreement of any kind by the speaker due to illness or an

unforeseen emergency or impending obligation or professional responsibility, WSB will have no liability for expenses or losses incurred by the Client. WSB will make a reasonable effort to provide a comparable speaker that is acceptable to the Client...

9. THE ENGAGEMENT. The Client shall provide a well-lit stage (or cooked as the case may be) well-lighted, safe and appropriate place (the "Venue") for the Engagement. All equipment and facilities shall be in good working condition together with the necessary stage, sound/light and properties including without limitation, microphones and amplification system...

10. FURTHER ASSURANCES. In the event that, after entering this Agreement, the Client discovers information which raises serious doubt about the Client's ability to perform all of the terms and conditions of this Agreement, including timely payment, or recovery from the program...

11. DEFAULT AND RESCUE. If the Client breaches any of its obligations hereunder including without limitation, the payment terms, the full amount of the fee shall become due and payable immediately by the Client. If the Client fails to pay any sums due within ten (10) days from the date such sums are due and owing, the balance will accrue interest at the rate of 4% per month...

12. APPLICABLE LAW. This Agreement shall be governed and construed in accordance with the laws of the United States and with the laws of the Commonwealth of Virginia applicable to contracts entered into and to be performed entirely therein without regard to any choice of law or conflict of law provisions.

13. RESOLVE PROVISION. In the event of a dispute arising from or relating to this Agreement, each Party shall attempt a dispute resolution representative in response to a resolution. If such efforts are not successful within sixty (60) days of the date of the dispute, then the Parties may submit any dispute arising from or related to this Agreement to non-binding mediation in a neutral location mutually agreeable to the Parties. If the Parties cannot agree on a neutral location within thirty (30) days, then the mediation shall be in Washington, Delaware. If such mediation is not successful, then the Parties shall submit the dispute to arbitration by a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association in a neutral location mutually agreeable to the Parties. If the Parties cannot agree on a neutral location within thirty (30) days, then the arbitration shall be in Washington, Delaware. The arbitrator shall have the power to award damages, costs and attorney's fees in his/her discretion and subject to the principles of equity.

14. RECORDING PROHIBITED. It is agreed that the Engagement, including without limitation the Speaker's address, may not be recorded by any means, including without limitation, on audio tape, video tape or film, nor may it be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of WSB.

15. CONFIDENTIALITY. It is acknowledged that the terms and conditions of this Agreement, including without limitation, the amount of compensation paid to the Speaker and to WSB, are confidential. It is further acknowledged that certain proprietary information provided by the Client to WSB during the negotiation of this Agreement may also be confidential. The Parties shall not publicly disclose any confidential information and acknowledge that any breach, neglect or intentional, of this confidentiality shall be deemed a material breach of this Agreement for which the breaching Party may be held liable.

16. FORCE MAJEURE. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either Party is prevented due to acts of God, exchange controls, export or import controls, or any other governmental restriction, war, hostilities, insurrections, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, 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 Parties of such force majeure condition. The terms of this clause shall not prevent, but merely suspend, any Party from its duty to perform the obligations under this Agreement until such time as performance after a force majeure condition ceases to exist.

17. CONFIDENTIALITY.

a. Each Party shall each indemnify, release, defend and hold harmless the other Party, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of a third Party claim, suit, or proceeding, in whole or in part, on any breach of its warranties contained herein or arising from or relating to its performance under this Agreement.

b. The Party claiming indemnification under this Section shall promptly notify the other Party when it has knowledge of circumstances or the occurrence of any event which are likely to result in an indemnification obligation under this section or when any action, suit, arbitration, or judicial or administrative proceeding is pending or threatened that is covered by this section.

c. Except for willful misconduct or gross negligence, neither Party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages including without limitation, lost profits, such Party's aggregate liability being limited to the other Party's direct damages.

d. In the event of a claim from a third party, either Party may, at their own expense, retain at the defense of each to choose, retained that: (i) the ultimate Party against whom the claim is asserted shall control such defense; and (ii) negotiations relative to the settlement of any such claim; and (iii) any settlement reached to bind the claimant Party shall not be final without the claimant Party's written consent.

e. The claimant Party shall be required to provide reasonable cooperation to the indemnifying Party in the defense of any claim hereunder.

18. SEPARABILITY. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect and the invalid provision shall be deemed modified to the fullest degree necessary to remedy such invalidity.

19. DUE AUTHORIZATION. Each of the Parties represents and warrants that the negotiation, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its behalf, this Agreement has been duly executed by it, and this Agreement constitutes its valid and binding obligation.

20. INTERPRETATION. This Agreement has been entered into after notice and negotiation of its terms by the Parties hereto, who have had the opportunity to be represented by counsel. The Agreement shall be fully interpreted in accordance with its terms and without any strict construction in favor of or against either Party. No ambiguity or omission shall be construed or resolved against either Party or against that this Agreement or any provision hereof are drafted or prepared by such Party.

21. HEADINGS. The Section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

22. SURVIVAL. The following sections of this Agreement (including this) shall survive the termination or expiration hereof: Sections 1, 4, 11, 12, 13, 15, 17, 18, 19, 20, 21 and 23.

23. ENTIRE AGREEMENT. This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which when taken together will constitute one and the same instrument. This Agreement sets forth the entire understanding between the Parties. It shall become effective when a fully executed original is received by WSB. This Agreement may not be altered, changed, modified or waived in whole or in part except by written agreement in writing signed by both Parties. An executed, facsimile copy or photocopy of this contract shall be deemed an original.

This contract is subject to the terms and conditions set forth on all previous pages of this contract. The representative of the Client in signing this agreement warrants that she or he signs as a duly authorized representative of the Client.

Client Initial [Signature]

**ADDENDUM TO WASHINGTON SPEAKERS BUREAU AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

This is an Addendum to the Firm Offer/Invitation Agreement between The School Board of Palm Beach County, Florida (the "Board") and the Washington Speakers Bureau ("WSB"), dated the 19 day of March, 2007 (the "Agreement"). This Addendum is intended by the Board and WSB to modify and supplement the provisions of the Agreement. To the extent that any conflict exists between the Agreement and this Addendum, this Addendum shall govern. The Parties to the Agreement agree as follows:

1. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT-** WSB shall enter into the Beneficial Interest and Disclosure of Ownership Affidavit, which is attached hereto and incorporated herein as Exhibit "A."
2. **EXPENSES-** Paragraph 6 shall be stricken. The total cost of services provided by WSB shall be \$10,200.00, inclusive of all expenses incurred in the performance of WSB's obligations under the Agreement, including but not limited to transportation costs.
3. **DEFAULT AND REMEDIES-** The last sentence of Paragraph 11 shall be stricken. In the event that a dispute arises between the parties, each party shall be liable for its own attorneys' fees and costs.
4. **JURISDICTION-** Paragraph 12 shall be amended to provide that the Agreement shall be governed by the laws of the State of Florida.
5. **DISPUTE RESOLUTION-** Paragraph 13 shall be amended to provide that mediation arising pursuant to this Paragraph shall be in Palm Beach County, Florida.
6. **CONFIDENTIALITY-** Paragraph 15 shall be stricken. The Parties acknowledge that the Board is subject to the duties, limitations, and restrictions set forth in Chapter 119, Florida Statutes, the State of Florida's Public Records Law.
7. **FORCE MAJEURE-** The last sentence of Paragraph 16 shall be stricken. In the event that the performance of any obligation under the Agreement by either Party is prevented from being satisfied on the date of Engagement due to an Act of God, the Agreement is terminated and all deposits that the Board has paid to WSB shall be returned to the Board within thirty (30) days of the notice of the force majeure condition.
8. **INDEMNIFICATION-** Paragraph 17 is hereby stricken. Both parties acknowledge that the Board is subject to section 768.28, Florida Statutes, the State of Florida's sovereign immunity statute, and that they are liable for their respective tortious conduct to the limit permitted by law.



WashingtonSpeakersBureau



April 10, 2007

Ms. Annette Arriaga
The School District of Palm Beach County
Organizational Effectiveness
3372 Forest Hill Boulevard, B-101
West Palm Beach, FL 33406

Dear Annette,

Per our previous conversations, we understand that you will not be able to issue payment for Liz Murray's June 6th event until after the May 16th board meeting. We should receive the due payments via overnight mail no later than one week after the board meeting on Wednesday, May 16, 2007. Also, we will receive the remaining 50% honorarium payment via overnight mail. This will be sent on Wednesday, June 6, 2007 to arrive in our office on Thursday, June 7, 2007.

Sincerely,

Michael P. Menchel
Senior Vice President
Washington Speakers Bureau
Phone (703) 684-0555 x. 1007
Fax (703) 684-7538
MichaelM@WashingtonSpeakers.com


IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

For Washington Speakers Bureau

For The School Board of Palm Beach County, Florida

By: MICHAEL MENCHEL
(Print Name: Duly Authorized Administrator)

By: _____
William G. Graham, Chairperson


(Signature)

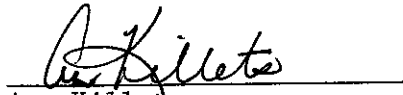
Date


SI.VP
Office or Position

Attest: _____
Arthur C. Johnson, Ph.D.

3/23/07
Date

Date


Ann Killets
Chief Academic Officer


**Reviewed and Approved
as to Legal Sufficiency**