



LYCEUM AGENCY



FONDAZIONE
MOLISE CULTURA

Patto per lo Sviluppo della Regione Molise – Fondo Sviluppo e Coesione 2014-2020 - Delibera del Cipe 10 Agosto 2016, n 26. Area Tematica "Turismo e cultura". Linea d'intervento: Programma integrato per lo sviluppo e la promozione, marketing, auto narrazione e comunicazione del sistema della cultura e del turismo molisani", Progetto "Un patto per la Promozione della Cultura" Edizione 2019/2021 - Poietika 2021 - Delibera di G.R. n. 76/2019- Codice CUP:H19E19001280001 CIG Z5832FF813

Engagement Contract: Jessica Bruder

This Engagement Contract ("Contract") entered into effective as of 9/2/2021 (the "Effective Date") by and between Oration Services, Inc. (dba The Lyceum Agency) (1530 SE 30th Avenue, Portland, OR 97214), the authorized agency of the Speaker (as defined below), hereafter referred to as "Agency" and Fondazione Molise Cultura, hereafter referred to as "Sponsor."

Agency will provide to Sponsor the services of Jessica Bruder, hereafter referred to as "Speaker", to lecture at:

EVENT: Poietika Art Festival

PLACE: Savoia Theatre (Campobasso, IT)

DATE: Thursday, October 14, 2021

PROGRAM:

- 1) 6:30 PM—45-min lecture or interview of Speaker by interviewer TBD as relates to festival theme of "The Border" followed by audience Q&A (format TBD by Speaker; audience: approx. 200 community members).
NOTE: Please allow sufficient time prior to the lecture to allow for full A/V check with professional tech person.

PRODUCTION REQUIREMENTS: Performance space should be equipped with stage, podium, mic, appropriate lighting, and seating for an on-stage conversation (if applicable). For large audiences use of question cards or floor mics is HIGHLY recommended for Q & A.

BOOKS: It is understood that Sponsor, in consultation with Agency, will arrange to have Speaker's books available for purchase and/or giveaway.

SAFETY GUIDELINES: Sponsor to follow all local COVID-19 Safety Guidelines, including capacity modifications, masking, testing and/or vaccine requirements, etc., as needed. Speaker's participation in any social obligation requiring close interaction between Speaker and staff/attendees (including, but not limited to, meals, book signing, and receptions; excluding onstage presentation) is dependent upon Sponsor following all local COVID-19 Safety Guidelines, Speaker's comfort level, and/or Agency's requirements related to transmission mitigation at time of event, and are at sole discretion of Agency/Speaker.

If event includes a book signing or other social obligation(s), masking, hand sanitizer, and social distancing are required unless otherwise agreed in writing. Sponsor will provide ample free facemasks and hand sanitizer for attendees of these activities. Sponsor will be responsible for clearly communicating and enforcing masking and social distancing, and will make public announcement that close personal contact (handshakes, selfies, hugging, etc.) with Speaker is prohibited.

Sponsor will be required to have at least one staffer to enforce social distancing in book signing line, and one staffer to facilitate no-contact book signing by serving as go between with book(s) for Speaker and attendees/book seller. Speaker will sign books newly purchased through on-site vendor, and will sign bookplates for attendees bringing used books to be signed. Sponsor is responsible for providing book plates.

If there is a public health risk at the time of the event that makes close proximity obligations inadvisable, Sponsor will be encouraged to amend schedule to forgo social obligation(s) and/or in-person book signing, and instead use pre-signed stock/bookplates.

(over)

OTHER: Any other activities must be cleared through our office in advance of the event. No lecture or program or any part thereof is to be reproduced, including but not limited to the reproduction by broadcasting, visual recording or audio recording without the written permission of the Agency or the Speaker.

TERMS: A fee of USD \$8,500 (any applicable local taxes and international wire transfer fees are the sole responsibility of Sponsor), PLUS round trip premium economy air travel for 2 (nonstop whenever possible), up to 4 nights of hotel (with room service or in walkable area, subject to Agency approval), and all ground transportation through licensed and bonded professional car service (to/from: airport and hotel, and venue and hotel). ***Additionally, Sponsor will be invoiced USD \$100.00 to cover Speaker's out-of-pocket expenses and USD \$20.00 to cover carbon offsets for travel.

Sponsor will book air travel based on Speaker's preferences, and is responsible for booking hotel and arranging for local ground transportation as per terms above.

The Sponsor agrees to pay the Agency as consideration for Speaker's services the amount set forth in the terms above. A deposit of 50% (USD \$4,250) is required to validate this agreement and is due upon Sponsor's receipt of an executed Contract. In the event of a cancellation, a reasonable effort will be made to reschedule Speaker's presentation within the following 12 months. If the event cannot be rescheduled and cancellation is due to Sponsor, the deposit is non-refundable. If cancellation is due to Speaker, the deposit will be refunded. **Balance of payment must be sent to the Agency one week following the event (Thursday, October 21, 2021).** All payments must be made via wire transfer in US funds (see wire information below). All banking or wire transfer fees are the responsibility of the Sponsor.

COLLECTION: If Sponsor fails to pay the Agency for services performed by the Speaker as outlined above and a lawyer must collect fees and costs due under this agreement from Sponsor, Sponsor agrees to pay the reasonable expenses and attorney fees for the time and the costs to do the collection.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The Agency and the Sponsor mutually agree that either party may cancel this Contract and all parties shall be released from any liability or damages hereunder, if the Speaker or the Sponsor is unable to fulfill the terms of this Contract due to an act of God, governmental regulation, recognized health threats (including COVID-19), or any other cause beyond the control of the Speaker or the Sponsor, making it illegal, inadvisable, or impossible to hold the program. However, it is agreed by both parties that reasonable efforts will be made by both parties to so adapt that the lecture be presented as scheduled.

SPONSOR SIGNATORY:

Antonella Presutti, President
Fondazione Molise Cultura
Via Milano
86100 Campobasso
Italy
presidente@fondazionecultura.eu

EVENT CONTACT:

Sandro Arco, Coordinator
Poietika Art Festival
Fondazione Molise Cultura
info@fondazionecultura.eu

The representative of the Sponsor in signing this Contract warrants that (s)he signs as a duly authorized representative of the Sponsor and does not assume personal liability. The Agency representative in signing this Contract warrants that the Agency has the express authority to sign on behalf of the Speaker. The Agency shall have no liability in the event that the Speaker fails to perform his/her obligations.

Your signed copy of the Contract is acknowledgement that the Speaker has accepted this engagement and has agreed to appear at the time and place specified above. The Lyceum Agency reserves the right to withdraw this offer should this signed Contract and deposit (if required) not be received by the Agency within 21 days of the date "entered into." This contract cannot be changed except in writing and signed by both parties.


This contract is governed by the law of the United States excluding its conflict of laws rules. The courts in Oregon shall have exclusive jurisdiction, and venue shall be in Multnomah County, Oregon. The Sponsor accepts the jurisdiction of such courts and such venue, and waives the defense that they are not a convenient forum.

For The Lyceum Agency
Miriam Feuerle, Director

By: 
(Agency)

Date: 9/10/2021

For Fondazione Molise Cultura
Antonella Presutti, President

By:  Antonella Presutti
10.09.2021
09:18:44
Date: GMT+00:00

Please sign one copy of this Contract and return to us for counter signature via mail or email. We will then send you a counter-signed copy for your records and an invoice for lecture fee/deposit via email.