

Date:

Agent:



Firm Offer

Address: 888 Crystal Springs Ln N.
Kiezer, OR 97303119 Spadina Ave #1200,
Toronto, ON, M5V 2L1, Canada

Firm Offer

This event and the date will not be held until this Firm Offer is signed and returned. Firm Offer must be signed and returned within 15 days.

Client

Client's

Address

Speaker Chris Pineda

Event Date(s)

Event Name

Fee USD \$10,000

Event
Venue/Event
City

Speech Topic

Complete
Schedule

Travel
Expenses

Client is responsible for the following expenses for a flat fee of \$1,200 for travel within the United States: Business Class Airfare. Groundwork Leadership to book, purchase, and invoice Client for Speaker's round-trip, non-stop, direct (when available) airfare. Hotel: Client to book and pay in advance (or direct bill) for hotel accommodation as required. \$350.00 to cover speaker's out of pocket expenses and home-city ground transportation. Client to arrange and pay for ground transportation in event city.

Speaker and Client to engage in one (1) 30-minute pre-event content call to discuss audience and event goals.

Additional
Provisions

The event live stream shall be available only to registered attendees with valid login credentials and with a monitored one-time viewership on the day of the Event. Each registered virtual participant shall receive a unique link that is assigned to them with a password.

Notwithstanding the foregoing it is agreed that this event may be video recorded, audiotape or otherwise recorded or preserved (the "Recording") for up to one year after the Event.

The Recording of the Event shall only be used for the Client's archives behind a secured firewall website and must be password protected. Only registered attendees with valid login credentials may access the Recording. The Speaker retains all the rights in the Recording not expressly conveyed by the terms of this Firm Offer. The Client may not use the Recording for any purpose not expressly authorized by this Firm Offer without obtaining the prior permission of the Agency. Without limiting the generality of the foregoing, it is agreed that this Firm Offer does not authorize the Client to sell, rent, lease, sub-license, distribute, livestream the Recording or to make any commercial use of thereof whatsoever.

As soon as reasonably possible after the Event, the Client shall send the original of the Recording in any of the following formats that are available: .WMV, .MP4, or .MOV video of the Speaker care of the following website: Groundworkleadership.org

Audio/Visual Requirements	TBD
Payment Terms	50% Deposit: Due upon receipt of Deposit Invoice and required to reserve speaker availability for Event Date. The balance payment: Due thirty (30) days prior to Event Date and PRIOR to delivery of any speaker services.

This document, when signed below and delivered to Groundwork Leadership. ("Groundwork") constitutes a firm and binding offer. The above-named organization (the "Client") agrees to keep open, and not to revoke or revise the terms herein, for a period of not less than 30 days from the date of delivery to Groundwork in consideration for Groundwork's undertaking to make reasonable efforts to seek the acceptance hereof by the Speaker within the same period. If within that period the Speaker named above accepts this offer, and notice of such acceptance is given by Groundwork to the Client, then the terms of this offer will constitute the entire agreement ("Agreement") between Groundwork and the Client.

If the Speaker agrees to the terms of this Agreement as outlined then 50% of the Fee is non-refundable. If the Client cancels the engagement after the Speaker has agreed to it and less than 60 days prior to the event date, the Client shall owe Groundwork the balance of the Fee plus any applicable travel expense(s) incurred by the Speaker or Groundwork in anticipation of the Event. If for any reason beyond their control, Groundwork or Speaker is unable to fulfill their obligations under this agreement, Groundwork will make reasonable efforts to provide a replacement Speaker subject to the Client's approval. If Groundwork is unable to provide a replacement Speaker acceptable to the Client, the parties agree that Groundwork's only obligation shall be to return any monies paid by the Client to Groundwork, without interest, and without any further liability of any kind (foreseeable or unforeseeable).

The Client acknowledges that they may be held liable for the full amount of the Fee, plus attorney fees and expenses incurred, if a breach of the Agreement occurs, or circumstances which may appear to constitute a breach of the Agreement occur (ex. cancellation).

The parties agree to act in good faith and shall use their best efforts to find a new mutually agreeable Event Date if the original Event Date requires postpone due to COVID-19 concerns and/or any other causes beyond either party's control, which may include, but are not limited to; acts of God or war or a public enemy or terrorist, applicable regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, flood, earthquake, storm, pandemics, epidemics and quarantines, rendering performance impossible, infeasible or unsafe (each a "Force Majeure Event"). Neither party shall incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of either party as a consequence of circumstances of a Force Majeure Event. The new Event Date shall take place within 15 months from the date of the original Event Date and the terms of this Agreement shall extend and continue to apply until the event has taken place. Upon mutual agreement, parties may elect to amend the format of the event. Any monies or the Fee paid shall be applied towards the cost of the new Event Date. In the event that there are outstanding Fees, it is agreed that those Fees shall be paid in accordance with the payment terms of this Agreement before a new Event Date has been solidified with the Speaker or any efforts are made by Groundwork with respect to same.

The Client agrees to obtain approval of all event sponsors with Groundwork in advance of the Event. The Client shall provide up to four (4) complimentary tickets, passes, or registrations to the Event to Groundwork for guests of the Speaker, upon request.

No recording of the Event shall be made, retained, or distributed in any way without the prior, written consent of the Agency. If, in any action by the Agency against the Client for breach of contract relating to a recording that is made by the Client or its Agents of the Event (virtual or otherwise), the Agency prevails to any extent, the Client shall fully indemnify the Agency for all its costs and expenses, including attorneys' fees, and shall pay damages on account of same in the amount of \$100,000. The parties agree that the aforementioned amount shall constitute liquidated damages and shall not be considered a penalty (or penalty clause) and is in addition to all other rights of the Agency in the event of such a breach. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is difficult or impossible to estimate precisely, (ii) the amount specified herein bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by the Agency as a result of such breach, (iii) one of the reasons why the Agency and the Client have reached an agreement as to such amount is the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Agency and the Client are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

Neither the Client nor Groundwork undertakes to indemnify the other with respect to any liability to third parties.

This Agreement shall be interpreted according to the laws of the province of Ontario. Any disputes arising from this Agreement shall be resolved by the courts. No modification of this Agreement shall be valid without the written consent of the parties hereto. In the event of a dispute between the parties, such dispute shall first be submitted to non-binding (closed) mediation for a period of 60 days and only if that does not result in a resolution would the parties be allowed to pursue any action in a court.

In the event of a failure or refusal by the Client to pay any amount due per the Agreement, as a result of which Groundwork commences a court action to enforce this contract, and if Groundwork prevails to any extent in such action, Groundwork shall be entitled to recover its attorneys' fees and expenses incurred therein, and in any subsequent appeal and/or collection proceedings preceding the action.

The terms and conditions of this Agreement, including any information exchanged during the negotiation of the Agreement, are confidential and may not be disclosed to any third party. The Client acknowledges that Groundwork has not requested any information that is confidential or proprietary to the Client and that Groundwork shall have no obligation of confidentiality except with respect to written information; (a) which the Client specifically identifies, in writing, to be confidential, and (b) with respect to which the Client has made a specific, written request for confidential treatment, which request Groundwork may grant or deny in its sole discretion.

Signature

Date

Print Name

Title