



SBA received 8-23-24 EF

Engagement Contract

CONTRACT #: TTW081624-EF

This contract entered into as of August 16, 2024 by and between **SBA The Steven Barclay Agency, Inc.**, the duly authorized agency of the speaker, hereafter referred to as "Agency" and

SPONSOR: CENTRAL WASATCH COMMISSION

hereafter referred to as "Sponsor." Agency will provide the services of

SPEAKER: TERRY TEMPEST WILLIAMS

hereafter referred to as "Speaker," to lecture (perform) at the date, time, place specified below.

DATE OF APPEARANCE: THURSDAY, JANUARY 9, 2025

TIME: TBD

PROGRAM: Terry Tempest Williams agrees to give a 45- to 55-minute keynote lecture (with some reading) at the CWC inaugural Symposium. As appropriate, she will take audience questions following the talk. All times and formats are to be mutually agreed upon.

PLACE (S): TBD

OTHER: All other activities must be cleared through our office before being scheduled.

No lecture or program or any part thereof is to be reproduced, including but not limited to the reproduction by broadcasting, video-taping or tape-recording, without the written permission of the Agency or Speaker.

Sponsor agrees to pay Agency as consideration for Speaker's services the amount set forth under TERMS below. Payment shall be made by the Sponsor 3 DAYS BEFORE THE DATE OF APPEARANCE payable to: SBA The Steven Barclay Agency, Inc. (EIN:88-3353388). Reimbursable travel expenses will be invoiced by the Agency at time of booking and are due from Sponsor upon receipt of invoice. Should Sponsor default on this contract for any reason other than Act of God clause, Sponsor will be liable for FULL payment (100%) of the honorarium with less than 60 days before the event, or 50% of the honorarium if more than 60 days before the event.

TERMS: A ~~confidential~~ ^{EF} honorarium of \$10,000 plus roundtrip or shared, non-stop (when available), fully refundable first-class travel OR roundtrip mileage or car rental reimbursement if traveling within Utah; fully insured and licensed commercial car service to and from the airport; hotel accommodations for up to two nights; and transportation to and from the venue.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The Agency and 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 Sponsor is unable to fulfill the terms of this contract due to an act of God or any other legitimate conditions beyond the control of the Speaker or Sponsor. However, it is agreed by both parties that best efforts will be made by both parties to so adapt that the lecture be presented as scheduled.

**CONTACT: Lindsey Nielsen, Executive Director
Central Wasatch Commission
311 South State Street, Suite 330
Salt Lake City, UT 84111
Tel: 801-706-1004 / Email: lindsey@cwc.utah.gov**

The representative of 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 warrants that the Agency has express authority to sign on behalf of the Speaker.

The fully-executed returned copy of the Contract is acknowledgement that Speaker has accepted this engagement and has agreed to appear at the time and place specified above. Sponsor acknowledges that the Steven Barclay Agency is not responsible for and shall be held harmless from any liability of whatever nature arising from the actions or non-performance of Speaker or Sponsor in connection with Appearance. **SBA The Steven Barclay Agency, Inc. reserves the right to withdraw this offer should this contract not be signed and mailed within ten (10) business days of the date "entered into."** This Contract is governed by the laws of the State of California and cannot be changed except in writing and signed by both parties.

Please sign and scan back a copy of this Contract. A fully executed version will be returned to you for your files.

BY: Lindsey Nielsen
(Sponsor)

BY: Eliza Fischer
for SBA The Steven Barclay Agency, Inc.