



American Program Bureau, Inc.
One Gateway Center, Suite 751, Newton, MA 02458
Phone: 617.614.1600 Fax: 617.965.6610 apbspeakers.com

Date 11/27/2023 Contract: 85033 - R Agent: Drew Sullivan

REVISED CONTRACT

CLIENT: Ocean County College
GROUP: Grunin Center
FOR: 2024/2025 Blauvelt Lecture Series
PRIMARY CONTACT: Heidi Sheridan
College Drive
P.O. Box 2001
Tom's River, NJ 08754
United States
Phone: 732-255-0400 Ext. 2197 Email: hsheridan@ocean.edu
SPEAKER: David Hogg
DATE OF PROGRAM: 03/27/2025 TIME: 11:00 AM
FEE: \$20,500.00 inclusive of expenses outlined below.
TRAVEL / EXPENSES: The cost of all travel expenses is included in the fee to the Client.
TOPIC: TBD- Client and Speaker will mutually agree on topic
SCHEDULE: 10:30 am: Arrive On-Campus
11:00 am-12:15 pm: 45-minute Keynote and 30-minute Q&A
12:15 pm-12:30 pm: Transition to Student Meeting
12:30 pm-1:30 pm: Informal Meeting with Select Students
1:30 pm: Depart Campus

VENUE:

Speaker agrees to an up to 30-minute Pre-Event Conference Call to be scheduled on a mutually agreeable day and time if requested by the Client.

Jay and Linda Grunin Center for the Arts
1 College Drive
Toms River, NJ 08754
United States
Phone: Fax:

AUDIENCE:

200 Students, Faculty, Staff, and Campus Community Members

SPECIAL REQUIREMENTS:

This contract is subject to Speaker's revision due to unforeseen professional commitments.

All press releases and advertising must be approved by APB prior to any public announcements.

The event is permitted to be livestreamed during the contracted event times. All livestream attendees must be registered in advance of event. Audio or video recording is authorized for archival use and for use on a password-protected internal server. Audio and video recording must not be sold, reproduced or publicly posted on the internet. Photography is authorized throughout the event, and event photos may be used for future marketing and promotional efforts so long as Speaker's affiliation with Client is specific to participation in the event contracted herein. An up to five (5) minute event recap video may be created from audio and/or video recordings. The event recap video may be used for future marketing and promotional efforts so long as Speaker's affiliation with Client is specific to participation in the event contracted herein. The

PAYMENT:

\$10,250.00 Deposit Invoice due on or before 07/15/2024
\$10,250.00 Balance Invoice due on or before 03/06/2025

Must receive Certificate
of Liability Insurance or
Hold Harmless before
payment can be made.

INVOICE: Heidi-Sheridan Kenneth Malagiere
Ocean County College -Grunin-Center Foundation
College Drive
P.O. Box 2001
Tom's River, NJ 08754
United States

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

CLIENT

AMERICAN PROGRAM BUREAU, INC.

AUTHORIZED SIGNATURE:

NAME & TITLE: Kenneth Malagiere, Executive Director,
Ocean County College Foundation

AUTHORIZED SIGNATURE:

NAME & TITLE: Heather Crowley, Contract
Specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages.
The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

five (5) minute recap video is subject to Speaker's written approval. Speaker's written approval will not be delayed more than three (3) business days after submission.

For all moderated conversations (in-person or virtual) the moderator and proposed questions need to be approved in writing by Speaker no later than seven (7) days in advance of the event.

Campus has 24-hour security

For all in-person events, Client must provide a one on one security official for Speaker throughout the entire time on site. Client to also provide one additional security official (for every 150 attendees) inside the venue during the full duration of the event (presentation, reception, book signing, etc.). For college/university/school events, the security official can be campus security officers or campus police officers. If security is not provided, Speaker has the right to refuse to perform without penalty.

For all in-person events, Speaker requests for Client to make a voter registration table available at the entry of the venue for a March For Our Lives (MFOL) representative. Your APB representative will alert you if Speaker is planning to bring a MFOL representative to your event.

TECHNICAL REQUIREMENTS:

Please reach out to your APB representative to discuss audio and visual needs for your event. Speaker's A/V needs are on a case by case basis depending on the specifics of the event.

1. **Parties:** This Contract ("Contract") is between American Program Bureau, Inc., ("APB") and the Client as designated on the first page of this Contract ("Client") the parties (individually "Party" and collectively "Parties") to this Contract.
2. **Speaker:** The Speaker as designated on the first page of this Contract ("Speaker") is not a party to this Contract. Speaker is an Independent Contractor and is not an employee of APB. Speaker and APB are not in a principal/agent relationship. APB has confirmed Speaker's availability and APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract. APB's relationship with Speaker is further limited to that of a booking company only. APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way to the Speaker, the Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives of any kind or any acts, omissions, statements, or any commitment made by the Speaker or by the Client to each other. Any diversion by the Speaker from any agreed upon topic shall not be considered a breach of contract.
3. **Client:** The Client and APB are not in a principal/agent relationship with respect to one another. APB's relationship with the Client is strictly limited to that of a booking company for Speaker only. No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this Contract shall constitute a breach of this Contract unless agreed upon in writing by the Parties hereto.
4. **Payment:** Any payments of the Fee as designated on the first page of this Contract ("Fee"), travel expenses and costs not paid when due will be considered a default and breach of this Contract. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture, Virtual Event (as hereinafter defined) or main performance only. Any and all ancillary activities including but not limited to those stated on the first page of the Contract, are not material to this contract. Any such ancillary activities performed by the Speaker or APB are strictly gratuitous and may not be relied upon or considered an amendment of this Contract.
5. **Taxes and Compliance Fees:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes, other than income taxes, and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for its performance of the terms of this Contract.
6. **Force Majeure:** In the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is temporarily prevented or delayed due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, transportation interruption or delays, Speaker illness, government mandated quarantines and shutdowns, pandemics, epidemics and any other reasons which Speaker or APB reasonably believe is beyond Speaker's control ("Force Majeure Condition"), APB, Speaker and/or Client shall promptly notify the other Party immediately upon receiving information as to the existence of a Force Majeure Condition affecting this Contract and such Party shall not be responsible to the other Parties for delay in performance of its obligations pursuant to this Contract. All Parties agree that this clause shall suspend, but not excuse, all Parties from the performance of their obligations pursuant to this Contract, and that full performance shall occur as soon as practicable on a date mutually agreed upon by the Parties after the Force Majeure Condition is no longer present. Further, Client agrees to pay any additional travel expenses and cost incurred by the Speaker as a result of a Force Majeure Condition in addition to the travel expenses and costs Client is required to pay pursuant to the terms of this Contract. In the event that Ocean County College is closed due to inclement weather or other unforeseen circumstances, the Grunin Center will also be closed. This will be considered Force Majeure. (HC)
7. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any provisions to the contrary, should the Speaker be delayed but arrive and present his/her keynote address, lecture, speech, Virtual Event, or main performance or is willing to present his/her keynote address, lecture, speech, Virtual Event, or main performance, the Fee, and all travel expenses and costs, shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. In the event that the Speaker is delayed and is unable to attend the event, any deposits paid by Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Client whatsoever. In the event of a delay, APB and Speaker shall not be liable to the Client in any manner and any such delay shall not be considered a breach of contract.
8. **Substitution:** If for any reason the Speaker cannot attend the event for reasons other than a Force Majeure Condition, APB will use its best efforts to notify the Client and shall arrange for a mutually agreeable change of date or time. In the event that a change of date or time cannot be mutually agreed upon, APB will use its best efforts to obtain a replacement speaker for the Client. A replacement speaker's fee may be higher or lower than the original speaker's fee. Upon Client's agreement of the replacement speaker a new contract will be issued. In the event that a replacement speaker could not be obtained or agreed upon, all deposits toward the Fee paid by Client will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of APB and Speaker to the Client and this Contract shall be null and void without any further recourse or claims for damage, liability or harm by the Client whatsoever.
9. **Client Cancellation and Breach:** Should the Client cancel the Speaker's performance more than ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited and immediately due if not previously paid to APB. Should the Client cancel the Speaker's performance ninety (90) days or less prior to the event, the full contracted Fee shall be forfeited and immediately due if not previously paid to APB. In the event of any such cancellation all travel expenses and costs incurred by APB or the Speaker which are non-refundable, shall be immediately due and payable by Client to APB. Additionally, Client shall be liable for all damages and harm to APB and the Speaker arising from Client's breach of this Contract and Client's failure to perform any of the terms of this Contract. The forfeiture of any portion of the contracted Fee shall not act as a limitation of damages under this Contract. In the event of Client's breach or Client's failure to perform under the terms of this Contract, Speaker shall not be obligated to perform under this Contract.
10. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event, in APB or the Speaker's sole reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern and importance. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligations herein without recourse is reasonable in light of an anticipated loss caused by such an association and the difficulties of proof of loss.
11. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the Parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both Parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

12. **Advertising:** The Client may not advertise, publicize or promote the Speaker's attendance or performance at the event until the Contract is fully executed by both APB and the Client. APB has received the required deposit and APB has subsequently authorized the Client in writing to advertise, publicize or promote the Speaker's attendance or performance at the event. All advertising and promotion of the Speaker if authorized shall cease on the day of the event.

13. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/or cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker.

14. **Reproductions:** The content of the Speaker's speech, presentation, Virtual Event, and materials provided remain the intellectual property of the Speaker. Speaker reserves all rights, title and interest including without limitation copyrights for the Speaker's presentation and materials provided by Speaker and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium. No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without prior written permission from APB or the Speaker. If written permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB within 10 days of such reproduction and prior to public disbursement with sufficient reasonable time for review of said copy. The content of Speaker's speech, Virtual Event or performance shall not be deemed the moral learning or opinions of APB.

15. **Virtual Events:** If the event specified in this Contract is to be conducted online, pre-recorded, through any means other than an in-person presentation by Speaker, or if the event is initially planned as an in-person presentation and subsequently converted to online form ("Virtual Event"), the terms of this Contract shall be supplemented by the terms in this paragraph. Client agrees to pay for and provide a reliable technology platform (hereinafter, "Virtual Platform" or "Platform") suitable for both audience and Speaker use, and any necessary technical requirements required for hosting the Virtual Event. The Client is responsible for training Speaker on the use of the chosen platform and shall work with Speaker to ensure all necessary technical elements are tested in advance of the Virtual Event. If requested, Client shall be available at a mutually agreed upon time to conduct a video test, at Speaker's election. Client will make best efforts to ensure there are no delays, delivery failures, viruses, hacker intrusions or other damage resulting from use of the Platform and agrees to take full responsibility for the production, technical aspect and quality of the Virtual Event and/or Recording. If an unrecoverable platform, connectivity failure, equipment failure, faulty transmission, or any other similar technical malfunction occurs (hereinafter, "Technical Delay"), prior to the Speaker's presentation, APB and Client agree that full performance shall occur as soon as practicable after the Technical Delay is no longer present, subject to Speaker availability and terms. Notwithstanding any provisions to the contrary, in the event of any such Technical Delay, the Client shall remain liable to APB for the full fee as specified in the Contract. If a Technical Delay occurs during the Speaker's Presentation that prevents the Speaker from completing and/or performing his/her contracted duties, the Client is liable for the full fee. Client is solely responsible for ensuring compliance with the provisions of all relevant data protection laws, legislation, and regulations in respect to privacy and personal data protection. APB and Speaker shall not be responsible for any delays, delivery failures, viruses, hacker intrusions or other damage resulting from the use of the Platform. APB makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, or completeness of the Virtual Event.

16. **Indemnification.** Client shall defend, indemnify and hold harmless APB and Speaker and their respective shareholders, members, managers, affiliates, agents, employees from and against any and all claims, actions, liabilities, losses and expenses of any kind including without limitation, out-of-pocket attorneys' fees, by reason of or relating to any and all losses or damages (including, without limitation, injury to or death of persons and damage to property) suffered or allegedly suffered by any person or persons, including APB and Speaker, arising out of or incidental to (1) any privacy and personal data breach during a Virtual Event, (2) the unauthorized publication, dissemination, or reproduction of the Speaker's presentation(s) or written materials, whether or not in conjunction with a Virtual Event, and (3) actual or alleged infringement, misappropriation or violation of Speaker's intellectual property rights. APB shall give prompt notice in writing to Client of any such liability, claim or lawsuit which APB and/or Speaker is seeking indemnification and Client will cooperate with both APB and Speaker. After given notice thereupon APB and/or Speaker shall be granted the right by Client to take any and all necessary and proper action, with respect to such liability, claim and lawsuit, including the right to settle, compromise and dispose of such liability, claim or lawsuit.

17. **Public Portrayals:** Speaker's name, image, biographical information or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker.

18. **Miscellaneous Provisions:** This Contract shall be governed in accordance with the laws of the State of New Jersey ~~Commonwealth of Massachusetts~~. Client hereby submits to exclusive personal jurisdiction of the Courts in the ~~Commonwealth of Massachusetts~~. The venue with respect to any matters in dispute that may arise under this Contract shall be in the ~~Commonwealth of Massachusetts~~. Client shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees. Any controversies arising out of the terms of this Contract or its interpretation, except collection actions, shall be settled in accordance with the rules of the American Arbitration Association, in the ~~Commonwealth of Massachusetts~~, and the judgment upon award may be entered in any court having jurisdiction thereof. This Contract constitutes the entire agreement and understanding of the Parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the Parties. This contract is not assignable in whole or in part by any Party without the written agreement of the other. A waiver of a breach of any provision of this Contract or failure to enforce any such provision shall not operate or be construed as a waiver of any subsequent breach of any such provision or of a right to enforce any such provision. No act or omission shall constitute a waiver of any rights hereunder except for a written waiver. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.