



UNIVERSITY OF MINNESOTA

SPEAKER AGREEMENT

THIS SPEAKER AGREEMENT (the “**Agreement**”) is entered into on March 28, 2022, by Regents of the University of Minnesota, a Minnesota constitutional corporation, through its Humphrey School of Public Affairs, whose address for purposes of this Agreement is 301 19th Ave S, Minneapolis MN 55455, (“**University**”), and Nikole Hannah-Jones (“**Speaker**”), whose address for purposes of this Agreement is The Lavin Agency Inc. (the “**Agency**”), a Massachusetts corporation, 9 Cardinal Circle, Derry, NH 03038.

1. The Event.

1.1 Details of Event. (If any of the following are not applicable, please indicate “N/A”; if any of the following are contained on an attached rider, indicate:

a. Name of Event: Distinguished Carlson Lecture 2022: An Evening with Nikole Hannah-Jones

b. Date of Performance: December 6, 2022

c. Type of Performance: Lecture

d. Location of Event: Carlson Family Stage at Northrop, 84 Church St. SE, Minneapolis MN 55455

e. Time of Event (include load-in and load-out): 4 - 8:30 p.m.

f. Payment Amount: \$50,000

g. Check made payable to: The Lavin Agency Inc

h. Sound Check: 4:15pm

i. Equipment/Services Requested by Speaker: Clip on microphone

j. Contract Provided by Speaker: Yes No If, Yes, attach Contract.

k. Technical Rider Provided by Speaker: Yes No If, Yes, attach Rider.

l. No recording of the live event will be permitted as outlined in Section 9.

m. University must provide for one campus/local security officer to escort Speaker for all on-site activities. This security should be in addition to any standard security provisions made for venue and audience member safety.

1.2 Expenses for Lodging, Meals, and Transportation. University’s reimbursement for Speaker’s lodging, meals, and transportation will be made as follows in accordance with University’s Administrative Policy on “[Hospitality and Entertainment of Non-Employees.](#)” Administrative Policy on “[Alcoholic Beverage Sales and Service, and Venue Liquor Licensing.](#)” and Administrative Policy on “[Traveling on University Business.](#)” Please indicate an amount in each box; if there is no reimbursement, insert “None.”

- a. Lodging: \$None - University to book and pay in advance (or direct bill) for hotel accommodation as required.
- b. Meals: \$None
- c. Transportation: \$Billed separately, not to exceed \$2,500
- d. Security: University must provide for one campus/local security officer to escort Speaker for all on-site activities. This security should be in addition to any standard security provisions made for venue and audience member safety.

1.3 University's Contract Administrator. University's Contract Administrator for this Agreement is Gail Fridlund, or such other person as University may designate in writing to Speaker. University's Contract Administrator can be reached at the following address, telephone number, fax number or e-mail address: gfrid@umn.edu. No payment to Speaker will be made without approval of University's Contract Administrator.

1.4 Sale of Concessions by Speaker. Speaker shall comply with University regulations regarding sales of concessions, including but not limited to programs, T-shirts, posters, CD's, tapes, food and beverage. University will make all concession sales, with a revenue split of 10% to University and 90% to Speaker of net receipts (after remittance of sales and other applicable taxes) from such sales. University in its reasonable discretion may refuse to allow the sale of any item provided by Speaker. Speaker shall not sell, distribute, dispense, advertise or promote any alcoholic or non-alcoholic beverages (or permit others to do the same) without University's written consent, which consent University may withhold at its sole discretion. Speaker shall comply with University policy regarding alcoholic beverages.

2. Payment Amount; Timing. University shall pay to Agency the amount indicated in Section 1.1 as total payment for the Event. All payments to be made by University shall be made by University check. No payments will be made in cash. Unless the parties have agreed otherwise in writing, payment will be made within thirty (30) days after receipt of invoice from Speaker, which will not be sooner than the performance has been concluded.

3. Taxes. Speaker is responsible for payment of all taxes on Speaker's income. University may withhold any amounts required under applicable state and federal tax regulations.

4. Hospitality. University shall use good faith efforts to accommodate Speaker's reasonable hospitality requests, provided University determines the expenses it would incur in fulfilling such requests are a prudent use of public funds. Speaker further recognizes that University is prohibited by Regent's Policies from providing Speaker with beer, wine or alcoholic beverage while on campus. Unless specified in Section 1.2, transportation, meals and housing arrangements will be the sole responsibility of Speaker.

5. Sponsors. University reserves the right to engage sponsors for the Event. Speaker may obtain sponsors for the Event; provided that University reserves the right to approve all such sponsorships in writing.

6. Event Technical Requirements. University will use reasonable efforts to provide sound equipment or stage lighting for the Event. If University is unable to obtain the exact equipment or lighting Speaker requests, University and Speaker will work together to find suitable replacement equipment. University does not warrant that the equipment requested by Speaker will be sufficient for Speaker's specific needs. University shall not be responsible for any equipment requests not specifically stated in a rider attached to this Agreement.

7. Advertising and Promotion of Event. University shall have complete control over advertising, billing and promotion of the Event. Speaker will furnish, at its own expense, advertising and promotional materials to the extent Speaker has such materials available for distribution. At a minimum, Speaker should include a publicity packet with glossy photos and information on Speaker for distribution. Speaker hereby grants University the right to use Speaker's name, recorded voice, biographical materials, pictures, and likeness for advertising, promotion and publicity purposes in connection with the Event. Speaker shall not authorize or release any advertising or promotional materials relating to the Event without the advance written consent of University's Contract Administrator. For Events at Northrop, program copy will be provided by email in word format at least four weeks prior to the Event.

8. Control of Production. Speaker shall have control over the Event's production, presentation and Speaker's performance; provided, however, that Speaker shall not engage in any obscene behavior, nor shall Speaker encourage or entice patrons to engage in violent, destructive or riotous behavior. Speaker's representative shall have authority in directing personnel operating lights and sound equipment during rehearsal and each performance. University retains the right to control all other aspects of the Event, including (i) sound levels and (ii) the right to stop the Event if, in University's reasonable opinion, the audience is becoming uncontrollable.

9. Reproduction of Performance. Neither party may broadcast, photograph, record, film or tape any portion of the Performance without the written consent of the other; provided, however, that University shall be allowed to take pictures for archival purposes before, during and after the Event. University shall use reasonable efforts to deny entrance to any persons carrying audio or video recording devices, but University does not guarantee that recordings will not be made.

10. Box Office Provisions. University shall have complete control over operation of the box office. University shall have the right to set ticket prices, to sell tickets at a discounted price, or to give away tickets, as University deems appropriate.

11. Approval of Other Performers. University reserves the right to approve any other persons or acts to appear in conjunction with the Event and the right to determine the length and nature of their performances. University further reserves the right to have a master of ceremonies, welcoming speeches, introductions and/or ceremonies during intermission, at University's sole discretion.

12. Intellectual Property and Indemnification. Speaker represents that copies of materials Speaker provides to attendees at the Event will be made only from legal copies and that Speaker either (a) owns the copyright, (b) has written permission of the copyright owner(s) for this use, (c)

reasonably believes this use of each copyrighted work to be fair use or in the public domain. Copyright notices and attributions for each copyrighted work will be included on all such materials. Speaker shall release, indemnify, defend and hold the University and its regents, faculty members, students, employees, agents and contractors harmless from actions, suits, claims, negligent losses, costs, judgments and expenses, including reasonable attorneys' and investigative fees, arising out of the Event ("Damages"). The foregoing agreement to release, defend, indemnify and hold harmless will not apply to the extent such Damages, were caused by the intentional, willful, or wanton acts of University.

13. Insurance. In the event the Payment Amount is greater than \$5,000, Agency agrees to maintain commercial general liability Insurance, including contractual liability, with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Upon execution and delivery of this Agreement, Agency will deliver to University's Contract Administrator, a certificate of insurance indicating the required insurance coverage and naming Regents of the University of Minnesota as additional insured. The certificate will require the insured to provide 30-days advance written notice to University of any intent to cancel or modify the insurance policy. Agency further represents that it has in force and effect workers compensation insurance to the extent required by law.

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

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 fifteen (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 Lavin with respect to same.

15. Exclusivity. Intentionally omitted.

16. Parking. Unless otherwise provided this Agreement, Speaker shall be responsible for parking Speaker's vehicle(s) and for securing Speaker's vehicle(s) while on campus. Speaker shall abide by all parking rules and regulations of University. University shall not be liable for damages to Speaker's vehicle(s) or contents within Speaker's vehicle(s) unless such damage is caused by University employees or agents.

17. Miscellaneous.

17.1 Assignment. Neither party may assign its rights under this Agreement without prior written consent of the other, which consent the other party may grant or withhold at its sole discretion.

17.2 Notices. All notices required by this Agreement will be in writing and will either be delivered personally, by certified mail, or by facsimile to the parties at the addresses listed in the initial paragraph of this Agreement.

17.3 Partial Invalidation of Agreement. If any portion of this Agreement is deemed invalid or unenforceable by any court, such provisions will be deemed revised to make it valid and enforceable to the maximum extent permitted by law. If the invalid or unenforceable clause cannot be so revised, it will be stricken from this Agreement but the remaining provisions of this Agreement will not be affected by such invalidity or unenforceability.

17.4 Governing Law, Venue. The laws of the State of Minnesota, except its conflict of laws principles, will govern the validity, construction and enforceability of this Agreement. All suits and causes of action relating to the construction, validity, performance and enforcement of this Agreement will be in the courts of the State of Minnesota in Hennepin County, Minnesota.

17.5 Independent Contractor Status. The parties are independent contractors, not employee, agent or partner of the other. Neither shall have authority to bind the other in any way.

17.6 Waiver. Neither party's failure to strictly enforce the terms of the Contract on one occasion will be deemed waiver by that party of the right to strictly enforce the terms of the Contract in the future.

17.7 Amendments. Any changes or amendments to this Agreement must be in writing, initialed and dated by both parties to be valid.

17.8 Authority to Execute Agreements. The person(s) signing this Agreement on behalf of Speaker and University represent and warrants having the legal authority to sign this Agreement

on behalf of Speaker or of University and to bind Speaker and University to the covenants and conditions of this Agreement.

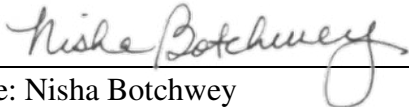
17.9 Use of University Name or Logo. Speaker will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University's Office of University Relations in each instance.

18. This Agreement Prevails in the Event of Conflict with Speaker's Contract or Speaker's Rider. TO THE EXTENT THAT ANY OF THE TERMS AND CONDITIONS CONTAINED IN SPEAKER'S CONTRACT OR ANY OTHER ADDENDUM OR RIDERS PROVIDED BY SPEAKER, OR THEIR AGENT, CONTRADICT ANY OF THE TERMS OF THIS AGREEMENT, OR IMPOSE ADDITIONAL OBLIGATIONS UPON UNIVERSITY, UNIVERSITY EXPRESSLY REJECTS SUCH CONTRADICTORY OR ADDITIONAL TERMS AND SPEAKER AGREES BY ANY PERFORMANCE OR OTHER ACCEPTANCE OF THIS AGREEMENT THAT THE TERMS CONTAINED IN THIS AGREEMENT SHALL CONTROL.

IN WITNESS WHEREOF, University and Speaker hereby executed this Agreement.

Regents of the University of Minnesota

The Lavin Agency

By: 
Name: Nisha Botchwey
Title: Dean of Humphrey School
Date: 8/17/2022

By: 
Name: David Lavin
Title: Founder & CEO
Date: 8/17/2022