

CONTRACT



Event Sponsor

Los Fresnos CISD

Date

August 7, 2025

Location

Los Fresnos, TX

Speaker(s)

Sam Nix

Honorarium

\$5,000 USD

Travel

Travel expenses are included in the speaker's honorarium.

Event Details

Event Name

Los Fresnos CISD District Convocation

Event Itinerary

FUNCTION	DATE	START	END	NOTES
Convocation	08/07/25	9:00 AM	10:00 AM	Keynote Speaker for Convocation

Payment Terms

Balance - \$5,000.00 USD. PO will be provided. Balance payment will be mailed to SNIX3 Consulting after event.

State Taxes

If host organization is required to withhold state income tax on behalf of the speaker, that amount shall be added to the total speaker fee, resulting in the total gross speaker fee paid to SNIX3 Consulting the same amount as agreed to within this invitation.

The event cannot be publicized until the offer has been accepted.

Terms & Conditions

Parties to the Agreement

The Parties to this agreement are SNIX3 Consulting and Los Fresnos CISD (Sponsor). Both parties warrant that they are duly authorized to enter into this agreement on behalf of the sponsoring organization or accept personal responsibility for the terms of this agreement. Neither party to this agreement is the agent of the other or in any type of joint venture or partnership.

Dispute Resolution

The payment terms of this contract, as listed on page 1, are of essence to this contract. The failure to pay according to this schedule is considered material breach of the contract, and an acceptance of the fee by SNIX3 Consulting after this date is not to be considered a waiver. Any conflict or dispute of this agreement shall be adjudicated by binding arbitration by a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association at the location of Cameron County, Texas. The arbitrator, to be selected by SNIX3 Consulting will have the power to award damages, costs and attorneys' fees in his/her discretion and subject to the principles of equity. Sponsor agrees to pay for any expenses incurred collecting any and/or all of the payments due under this contract. This contract is to be construed under Texas Law, and the parties submit to the Jurisdiction of Cameron County, Texas.

Cancellation Terms when Sponsor Cancels

In the event that the Sponsor fails to abide by the payment terms or there is another material breach of the contract, the speaker will not be required to speak at the contracted event. Sponsor agrees to surrender the entire amount if the cancellation is made within fifteen (15) days of the contracted event date.

Cancellation Terms when Speaker Cancels

The speaker may cancel the agreement for the following reasons: Superseding contractual agreement, illness, Force Majeure, Death of Immediate Relative or information relating to the sponsoring organization or event that creates a substantial public relations or conflict of interest issue. In the event the speaker cancels for one of these reasons, SNIX3 Consulting will make a good faith effort to provide a similar speaker to Sponsor. If a suitable replacement speaker is not approved by Sponsor, SNIX3 Consulting will refund Sponsor's speaker funds. Damages for cancellation under any circumstance are limited to the refund of this money. No consequential damages or anything similar are allowed under this contract.

Expenses

The Sponsor shall be responsible for all reasonable expenses in addition to speaker fee payment(s) for the engagement unless otherwise negotiated as a flat travel fee or all inclusive fee. Unless explicitly defined otherwise on page 1 of this agreement, expenses for the speaker may include airfare, lodging and meals, taxicabs or limousine fares and any other expenses made necessary by the speaker's trip to, presence in, or trip from the city in which the program is presented.

Venue & Event Requirements

The Sponsor will provide an appropriately climate controlled, well-lit, safe and appropriate venue for the engagement. All equipment and facilities will be in good working condition together with the necessary stage, accessories and properties including without limitation, microphones and amplification system. The Sponsor shall abide by all building code requirements. The fee listed is understood to be for the Engagement (i.e., the speech or other performance) only; any additional activities must be negotiated independently with SNIX3 Consulting and approved in writing. Any material change in the nature of the engagement shall constitute a breach of this agreement.

Confidentiality

To the extent allowed by State and Federal law, Sponsor agrees to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained in the contract and/or associated with the appearance by the speaker. Any breach of this confidentiality will be deemed a material breach of this agreement for which the breaching party shall be held liable for any resulting damages.

Taxes & Fees

The Sponsor is a tax exempt entity; therefore no taxes are applicable to this contract.

Force Majeure

Notwithstanding any other provision of this agreement, in the event that the performance of any obligation under this agreement by either party is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemic as defined by the WHO or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this agreement. The affected party will promptly notify the other party of such force majeure condition. Sponsor shall have up to twelve (12) months from the originally contracted event date for the speaker to appear at a mutually agreed upon rescheduled event. If no arrangements have been made by that time this Agreement is considered fulfilled by SNIX3 Consulting and Sponsor.

SNIX3 Consulting will make efforts to secure credit from existing travel arrangements from travel vendors and apply that credit to the future mutually agreed upon date. If existing travel credit is not sufficient to fund travel for the new event date, Sponsor will be responsible for covering the remaining costs and any change fees.

Separability

Should any provision of this agreement be held to be void, invalid or inoperative, the remaining provisions of this agreement will not be affected and will continue in effect. The invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

Interpretation

This agreement has been entered into after review and negotiation of its terms by all parties, who have both had the opportunity to be represented by counsel. The agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party on grounds that this agreement or any provision thereof was drafted or proposed by such party.

Entire Agreement

This agreement sets forth the entire understanding between the parties; it will become effective when a fully executed original is received by Bureau. This Agreement may not be altered, changed, modified or waived in whole or part except by another agreement in writing signed by both parties. An executed facsimile copy, digital execution or photocopy of this contract shall be deemed an original.

Accepted by

SNIX3 Consulting
(Federal Tax ID 87-2584207)

Los Fresnos CISD

Sam Nix
Date: July 7, 2025

Los Fresnos CISD
Date: