



## PARTNERSHIP AGREEMENT

This Agreement is made as of February 24, 2020 by and between Inner Vision International Inc., an Illinois Corporation ("Speaker"), and Harvey SD 152. ("Client").

Client hereby engages Speaker to deliver a series of workshops for students and parents for Harvey SD 152, as is further described below, and Speaker agrees to perform the engagement under the following terms and conditions.

**Title and Description of Event:** S.E.L. Parent and Student Workshops

**Event Venue:** Brooks Middle School & Bryant Elementary School – Harvey SD 152

**Program Dates:** Parent Sessions: March 25, April 22 and one additional date between March – May. Student Sessions: March 26, April 23 and one additional date between March – May. Additional Dates will be selected by school principals.

**Time:** Four Student Sessions: 10:30am – 2:45pm (see school breakout in addendum)  
Parent Sessions: 11:30am – 1:00pm (See addendum for parent workshops)

**Workshop Topics:** Please see attached addendum

**Other speakers, if any, for Event:** N/A

**Venue.** Client shall provide an adequate venue for Workshop events. Client shall provide a dressing room for Speaker, if required (not required), as well as any standard food and refreshments that may be offered for speakers. Speaker may request refreshments and Client will make reasonable efforts to accommodate those requests. Client shall provide for routine clean-up and janitorial maintenance of the facilities used for the event. Client may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons. In any case, if Speaker's speaking engagement is taking place at a college, university or high school, Client agrees not to schedule speaking engagement(s) in a cafeteria, marketplace, or student union lobby during lunch or dinner hours. If the Client schedules speaking engagement(s) during lunch



or dinner hours, the event must be held in a room separate from the cafeteria, marketplace, or student union lobby.

**Compensation.** Speaker's Fee: \$ Parents: \$11,250. Students: \$13,799.00, total: \$25,049.00. The fee will be paid by ACH or check made payable to Inner Vision International, Inc. and given to Speaker at the event or mailed to: Inner Vision International, Inc., Attn: Dwayne Bryant 27 N Wacker Dr. #180 Chicago, IL 60606. A nonrefundable fee of \$ N/A, equal to 50% of the total fee, is due upon the signing of this agreement. The balance amount of \$ See addendum shall be paid to Speaker after each engagement. An invoice will be provided for each engagement. Checks shall be prepared on date of the event.

At the signing of this Agreement, Speaker shall send to Client a completed W-9 form so that payment may be promptly processed.

Client agrees/does not agree to reimburse Speaker for travel and lodging expenses for an amount not to exceed \$ N/A. Speaker or Speaker's representative shall make all transportation and lodging reservations. Speaker is responsible for local transportation to and from venue on the Event Date.

If Client is reimbursing Speaker for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement. All reimbursable expenses shall be paid to Speaker within 14 days of Client receiving the original receipts.

**Publicity.** Speaker and Client shall be entitled to publicize Speaker's event on the internet and to the local community, including the local public utilizing all materials provided by Speaker to Client.

**Merchandise.** Client acknowledges that Speaker has the right to offer books, CDs, t-shirts and other merchandise for sale at the event. Upon Speaker's request, Client shall designate an area in proximity to the event's venue for use by Speaker to sell merchandise related to Speaker or the performance. Client shall not be entitled to any money collected by Speaker in the sale of Speaker's merchandise.

**Cancellation.** In the event that this Agreement is cancelled by Client 20 days or more before the date of the performance, the liability of the Client shall be limited to Speaker's non-refundable travel expenses plus the initial non-refundable deposit. If Client cancels the Agreement within 19 days of the performance date, Client shall be additionally liable for half of the then outstanding balance due to Speaker, it being agreed that in this regard actual damages to Speaker on account of cancellation shall be difficult, if not impossible, to



calculate, and that this amount represents a reasonable amount of liquidated damages and not a penalty.

This agreement may be cancelled at any time by mutual written agreement of the parties.

**Independent Contractor.** The parties are independent contractors, and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries that may be compensable under any workers' compensation laws. Notwithstanding the foregoing, Client shall be responsible for any injury sustained by Speaker or Speaker's personnel due to defects in Client's venue.

**No Assignment.** Neither party may assign this Agreement without the written consent of the other.

**Force Majeure.** Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

**Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Illinois.

**Amendment.** This Agreement may not be amended except by a writing signed by both parties.

**Confidentiality.** The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Speaker.

**Notices.** All notices or requests given by one party to the other related to this Agreement must be in writing. Notices given to Speaker must go to the following person:

Inner Vision International, Inc.  
Attn: Dwayne Bryant  
27 N Wacker Dr. #180  
Chicago, IL 60606  
312-986-0771



Notices given to Client must go to the following person:

[John F. Thomas, Superintendent](#) | [16001 Lincoln Avenue, Harvey, IL 60426](#)

Notices are deemed to have been properly given when (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile transmission to the facsimile number listed above, provided that an original counterpart is sent by one of the two other delivery methods described in this section.

**Authority to Execute.** If someone other than Speaker signs this Agreement on behalf of Speaker, the person signing expressly warrants authorization by Speaker to do so.

**Copy of Contract to Speaker/Tour Manager.** If the person executing this agreement on behalf of Speaker is an agent, he or she agrees to provide a copy of the contract to the Speaker immediately following execution.

**Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

A handwritten signature in black ink, appearing to read "John F. Thomas", is written over a light gray rectangular background.

\_\_\_\_\_  
Speaker/Agent

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
February 19, 2020  
Date