



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FAIRFAX COUNTY PUBLIC AUTHOR LIBRARY PROGRAM AGREEMENT

Author Details:

Author's Name:	Nikole Hannah-Jones
Agency representing Author:	The Lavin Agency Ltd.
Address:	119 Spadina Ave #1200, Toronto, ON M5V 2L1 Canada
Phone	+1 416 979 7979
E-Mail	kcalway@thelavinagency.com
SSN or Federal ID:	W8 BEN form Required

Event Details:

Date, time and location of program:	The Alden/McLean Community Center Sunday, February 19, 2023 12:15-3 p.m.
Program Details:	The 1619 Project-A New Origin Story <ul style="list-style-type: none"> • 12:15 p.m.: Arrival Time • 12:30-1:10 p.m.: VIP Event (30-40 minutes) • 1:10-2 p.m.: Green Room Break 2-3 p.m.: Talk/reading (40-45 minutes), followed by Q&A (15-20 minutes)
Additional Request:	Library is responsible for the following expenses: First Class Airfare. The Lavin Agency to book, purchase, and invoice Library for Speaker's round-trip, non-stop, direct (when available) airfare. Hotel: Lavin to book and invoice Library for hotel accommodation as required. \$350.00 to cover speaker's out of pocket expenses and home-city ground transportation. Library to arrange and pay for ground transportation in Event City.
Price:	\$35,350
Payment Terms:	Net 30 days

An invoice is required to pay

The undersigned will abide by the terms and conditions of this Agreement.

This Agreement (the "Agreement") is by and between **Fairfax County Public Library** (hereinafter "Library") and The Lavin Agency (hereinafter "Agency"). Library and Agency may be referred to herein individually as a "Party" and collectively as "Parties."

Cancellation by Library: If Library cancels this Agreement for any reason other than Force Majeure a cancellation fee will apply. If such notice is received by Agency more than sixty (60) days prior to the Date of the Event, Library

shall pay 50% of the Fee. If such notice is received by Agency sixty (60) days or less prior to the Date of the Event, 100% of the Fee shall be due and payable immediately.

Cancellation by Author: If the Author cancels this Agreement, all payments shall be forfeited and the Author must return any deposits received from Library. Alternatively, Library may choose to reschedule the Event if Author is unable to perform on the original date.

Force Majeure: Notwithstanding any other provision of this Agreement, neither Party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, epidemic or pandemic, quarantine restrictions, civil disorder or disturbance, strikes, war, riot, sabotage, governmental rules or regulations, or any other cause beyond the reasonable control of a Party, including the cancellation of this Program for any reason related to electrical or internet outage by either Author or the Platform service provider (collectively a "Force Majeure Event"). If the Program is cancelled for a Force Majeure Event, the terms of this clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations of this Agreement. Author's Program shall then be rescheduled to a mutually acceptable time, as soon as practical, after a Force Majeure condition ceases to exist.

Promotion of Event: Author hereby grants to Library **limited use of her name**, pre-approved biography, and pre-approved image in connection with promoting this Program until the Program date. Any advertisement must not represent itself as an endorsement by Author of any product, service, or entity. **Library must inform Agency how they plan to utilize Author's name**, likeness, and image for promotional purposes. All promotional materials relating to Author must be sent to Agency for review and are subject to Author's prior written approval.

Schedule and Additional Services: The Schedule listed on page 1 of this Agreement **represents the complete list of requirements and obligations for Author**. Any modifications to the Schedule will require written permission from Agency. **Any additional services**, appearances, requests or activities not expressly contained as part of the terms of this Agreement, **may require additional fees**, and **Library shall not plan any additional appearances** or activities without Agency's prior written agreement. Any material change in the nature of the Program shall constitute a breach of this Agreement.

Licenses: Library shall obtain any necessary licenses and insurance in connection with hosting the Program pursuant to this Agreement. Library is solely responsible for ensuring compliance with all local, municipal, city, state and federal laws, rule, codes and regulations necessary for hosting the Program. The Author is required to and agrees to have secured all required licensing rights permitting the use of copyrighted materials presented during the contracted performances.

Representations and Warranties: Each Party represents and warrants that its performance hereunder shall not violate any applicable law, rule, or regulation, and that its signatory below has the authority to bind such Party as set forth herein. Agency represents and warrants it has full authority and all rights necessary to offer the services of Author and grant the rights granted to Library herein.

Assignment: Neither Party shall assign this Agreement or its obligations hereunder without the prior written consent of the other Party.

Severability: In the event any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated thereby, and each remaining term and provision shall be binding upon the Parties.

The Author and the Library concur that this document represents the entire Agreement between them and supersedes any other written or oral understanding or agreement between the parties relating to the subject matter hereof. The terms and conditions of this Agreement are governed by law in the Commonwealth of Virginia and other local laws, policies, resolutions, regulations, as applicable.

Recording: The **presentation remains the intellectual property of Author**. **Library shall ensure that no portion of Author's appearance at the Event is knowingly (i) recorded in any medium**, including without limitation, on audio

tape, video tape or film, or (ii) published, broadcast, or otherwise made available for streaming on the internet.

Indemnification: The Author hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers from any and all claims for bodily injury and personal injury and/or property damage including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Author, his subcontractors and their employees. If any judgment shall be rendered against the County in any such action, the Author shall, at his or her own expense, satisfy and discharge the same.

Non-discrimination: During the performance of this agreement, the Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor, in accordance with Article 3, Section 2.A of the Fairfax County Purchasing Resolution, as amended.


Immigration Reform and Control Act Compliance: The Agency agrees that it does not and shall not during the performance of the agreement for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Contractual Disputes: Agreement disputes must be resolved as set forth in Article 5 of the Purchasing Resolution. Choice of Law: Any agreement or ordering document will be government for all purposes by and construed in accordance with the laws of the Commonwealth of Virginia.

Venue: Venue for any claim under an agreement or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or United States District Court for the Eastern District of Virginia, Alexandria Division.

Prohibition on the Use of Certain Products and Services. Fairfax County may not use whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the US Department of Homeland Security for use on federal systems.

Payment Schedule: Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Checks will be mailed within 30 days after the completion of the performance as outlined in the Event Details above. Payment checks are issued to the Author's contact name or incorporated group as listed on the W-8 BEN form. All financial documentation (contracts, W9 forms) or questions concerning payments should be directed the Financial Management Office, FCPL, 12000 Government Center Parkway, St. 324, Fairfax, Virginia 22035-0074 (703) 324-2711



Author or Authorized Representative Signature

David Lavin

Print name of Author or Authorized Representative

November 4, 2022

Date

Library Representative Signature

Print name of Library Representative