

D



Contract No. 38116

This agreement, dated March 11, 2024, in New York, NY between Greater Talent Network, LLC d/b/a UTA Speakers, (Federal Tax ID 95-4312582) with offices at 888 7th Avenue, Suite 922, New York, NY 10106, (hereinafter referred to as "UTA Speakers") as duly authorized lecture agent for the ARTIST and:

University of Florida
ATTN: Ms. Solange Douglas, Associate Director of the Department of Student Activities and Involvement
J. Wayne Reitz Union
Division of Student Affairs
P.O. Box 118505
Gainesville, FL 32611
United States

hereinafter referred to as "SPONSOR" is a memorialization of the prior agreement of the parties whereby UTA Speakers will provide the services of:

Dylan Sprouse

hereinafter referred to as "ARTIST", to lecture (perform) at the date, time and place and subject to the terms specified herein (the Program).

- 1. Topic of Program: A Conversation with Dylan Sprouse
2. Date of Program: Thursday, April 11, 2024
3. Time of Program: 7:00 PM (Moderated Conversation + Q&A ; ~65Min). Event Time Zone: Eastern
4. Place of Program: University Auditorium, Gainesville, FL, UNITED STATES

5. Additional Activities: (See reverse side of form):

- April 11, 2024 : 6:30 PM Arrive at Location
April 11, 2024 : 8:05 PM VIP Reception with Student Leaders (~15min)
April 11, 2024 : 8:20 PM Depart Location

5.1. Contract Rider(s) (if any) are: None UF Engagement Agreement

6. SPONSOR shall provide a well lighted heated (or cooled, as necessary) place for the performance, microphone and PA system, cold water with glass at podium, if applicable, all in good condition, safe and suitable for the intended use, and all other necessary stage accessories and properties. (See Rider(s) if applicable.) Sponsor agrees to follow all then current federal, state and local guidelines required to hold the Program.

7. Terms: As consideration for the ARTIST'S service SPONSOR agrees to pay to UTA Speakers the amount of (a): \$60,000.00 USD (Sixty Thousand and 00/100 Dollars) and (b) includes roundtrip air travel, hotel, meals and ground transportation at origin city. Ground transportation at destination city as applicable for one person are the Sponsor's responsibility.
Note: In accordance with actual travel itinerary, Artist will be met at, and returned to the airport in FL.

8. Payment: Fifty (50) percent of the agreed upon compensation shall be a non-refundable deposit, except as otherwise set forth herein, and shall accompany this signed agreement and annexed rider(s), if applicable, upon their return to UTA Speakers. The balance of the payment shall be received by UTA Speakers, in fully collected USD federal funds, at its office set forth above 30 days prior to engagement
University policy is NET 30, but will make best efforts to make payment within 7 business days

9. SPONSOR'S correspondent is Samuel Hendler, whose telephone # is (352) 273-4429 , whose emergency number is (954) 204-1759 and whose email address is accent@sg.ufl.edu.

10. The representative of SPONSOR, in signing this form, warrants that (s)he signs as a duly authorized representative of the SPONSOR and does not assume any personal liability unless there is a breach of said warranty. The UTA Speakers representative warrants that UTA Speakers has express authority to sign on behalf of the ARTIST.

Executed for Sponsor:
by [Signature]
Title Interim Assistant Vice President
Date 3/25/2024 | 9:53 AM EDT

DocuSigned by:
For Greater Talent Network, LLC d/b/a UTA Speakers
by David Buchalter
56D54C7E6121404...
David Buchalter, Senior Vice President
Date 3/25/2024

Please sign this agreement and scan or mail with your deposit, to Greater Talent Network, LLC d/b/a UTA Speakers, 888 7th Avenue, Suite 922, New York, NY 10106 | (212) 645-4200. A fully executed copy will be returned to you. Thank you.
The "Standard Terms and Conditions" are an integral part of this agreement and shall be binding upon the parties. Please read carefully.

Initial

STANDARD TERMS AND CONDITIONS

1. The Sponsor agrees that UTA Speakers is acting only as a speakers bureau representing Artist who will actually furnish the services provided herein.

2. This agreement, executed by Sponsor, must be returned to UTA Speakers within seven (7) days of the date first set forth on the face of this agreement form. This agreement is not binding on UTA Speakers or Artist unless and until the deposit required is received in fully collected US federal funds and a copy of this agreement is signed by an authorized UTA Speakers representative.

3. [a] This agreement is non-cancelable by Sponsor; all amounts due as set forth in Page 1, Paragraph 7 (Terms, on reverse) shall be paid in full.

3. [b] In the event that Artist is unable to, or for any reason, including professional responsibility, prevented from, appearing, this agreement shall be considered terminated and the Sponsor shall have no claim for damages against UTA Speakers or Artist. If Artist is unable to appear, UTA Speakers shall use its best efforts to arrange a mutually satisfactory Artist. ~~If UTA Speakers and Sponsor are unable to agree upon a replacement artist, the fee paid by the Sponsor will be refunded by UTA Speakers and the Sponsor shall have no further claims on UTA Speakers or Artist.~~

3. [c] In the event that the performance of this Agreement, or any part thereof, is prevented by acts of God, wars, strikes, terrorist activity, pandemics, epidemics or threats thereof, violent weather or similar events of force majeure, UTA Speakers, Sponsor and Artist shall not be responsible to any party for delay in the performance of its obligations pursuant to this Agreement. Each party agrees to notify the others immediately upon receiving information as to the existence of a force majeure circumstance affecting this Agreement. All parties agree that this clause shall serve to suspend, but not excuse, all parties from the performance of their obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable after the force majeure circumstance is no longer present.

4. Additional Activities, if any, are not deemed part of the Program. Except as specifically set forth in this agreement no Additional Activities shall be planned by Sponsor nor expected of Artist. The compensation set forth is understood to be for the Program only, and Additional Activities set forth, if any, are understood to be undertaken on a best efforts basis, gratis, by Artist.

5. ~~Unless specifically provided to the contrary herein, Sponsor shall be responsible for the cost of all transportation necessary to transport the Artist from Artist's home or office at the city of origin to the place of performance, and to return Artist from the place of performance to the point of origin, including all air and ground transportation, and to the extent required, hotel and meals costs in connection with travel arrangements. If applicable, UTA Speakers will include travel, lodging, transportation and service fees (which may be non-refundable) including both those charged by third parties and those related to UTA Speakers's direct efforts. All ground travel must be arranged through a fully insured and commercially licensed car service operator. It is understood that all commercial transportation will be purchased only with fully refundable tickets for the agreed number of travelers at the fare(s) in effect at the time of purchase, and that Sponsor will promptly repay UTA Speakers for all costs and fees associated with said transportation. If Sponsor is responsible for first class airfare and Artist elects to use private aircraft, Sponsor shall be responsible for the cost of fully refundable first class airfare for the agreed number of travelers.~~

6. ~~In the event Sponsor refuses or neglects to perform any of the items herein stated, and/or to perform any obligations herein stated, and/or fails to make any payment provided herein, Artist shall have the right to perform this contract, and UTA Speakers shall retain any amounts paid to UTA Speakers by Sponsor, and Sponsor shall remain liable to UTA Speakers for the agreed compensation. In addition, if, on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract for any engagement through UTA Speakers, or if the financial standing or credit of Sponsor has been impaired or is, in UTA Speakers's sole opinion, unsatisfactory, UTA Speakers shall have the right to demand the compensation forthwith. If Sponsor fails or refuses to make such payment forthwith, UTA Speakers shall have the right to cancel this engagement by notice to Sponsor to that effect, and to retain any amounts theretofore paid to UTA Speakers by Sponsor, and Sponsor shall remain liable to UTA Speakers for the agreed compensation herein set forth.~~

7. The Program to be furnished by UTA Speakers shall receive billing in such order, form, size and prominence as approved by UTA Speakers in all advertising and publicity issued by or under the control of Sponsor. Artist's name, voice and/or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising. Promotional materials supplied by UTA Speakers are preapproved. Any additional promotional materials are subject to UTA Speakers's approval.

8. Sponsor shall not itself, nor shall it permit others, to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio portions of the Program, or any part thereof, without the expressed written permission of UTA Speakers. Sponsor consents to the use of the images of its facilities and venue in any recording and/or rebroadcasting by UTA Speakers or other authorized party of the Program or any part thereof.

9. This agreement shall not in any way be construed so as to create a partnership, or any kind of joint venture undertaking or venture between the parties hereto, nor make UTA Speakers liable, in whole or in part, for any obligation that may be incurred by Sponsor.

10. ~~Sponsor hereby indemnifies and holds UTA Speakers and the Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against UTA Speakers or Artist or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Program, which claim does not result from the active negligence of the Artist and/or UTA Speakers.~~

11. ~~Sponsor agrees that the terms of this agreement, and any documentation and correspondence relating to or arising out of this agreement and/or to the appearance of Artist are strictly confidential and may not be directly or indirectly disclosed to any third parties without the prior written consent of UTA Speakers. The Sponsor acknowledges that any breach or alleged breach of this confidentiality shall be deemed a breach of this agreement by Sponsor. This paragraph shall survive the termination or expiration of this agreement.~~

12. UTA Speakers acts herein only as speakers bureau representative for Artist and is not responsible for any act of commission or of omission on the part of either Sponsor or Artist, or in any way for any statement or opinion expressed by Artist in furtherance thereof, and for the benefit of UTA Speakers, it is agreed that Sponsor will not name or join UTA Speakers as a party in any civil action or suit arising out of, in connection with, or related to, any act(s) of commission or omission of Sponsor or Artist.

13. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Sponsor.

14. This agreement (i) cannot be assigned or transferred without the written consent of UTA Speakers, (ii) contains the sole and complete understanding of the parties hereto and (iii) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this agreement shall be governed by the laws of the State of New York as if this agreement were signed and completely performed in New York, regardless of the place of performance. Any litigation between and/or among the parties to this contract shall be adjudicated in New York State and for that purpose each party expressly and irrevocably consents to jurisdiction and venue in the Supreme Court, New York County, or the United States District Court for the Southern District of New York. The terms "Sponsor" and "Artist" as used herein shall include and apply to the singular, plural, and to all genders.

15. In the event of a breach of this agreement by Sponsor, UTA Speakers shall be entitled to its reasonable attorney's fees and disbursements incurred in connection with the breach by Sponsor and/or the collection of any outstanding sums due UTA Speakers hereunder together with a finance charge of 1.5% per month from the date any payment became due.

16. All press releases and the printed program should contain the following credit line:
"Arrangements for the appearance of "Artist Name" made through UTA Speakers, New York, NY"

Florida

Florida



Video Permission Request Form

Contract #: 38116

Event Date: 4/11/2024

Speaker Name: Dylan Sprouse

Organization: University of Florida

Contact Name: Samuel Hendler

Contact Title:
accent@sg.ufl.edu

Phone: (352) 273-4429

E-Mail:


Requests should be made as soon as possible by sponsoring organizations, their employees, and affiliates (“Sponsors”). Requests will be granted on a case-by-case basis depending upon the time, date, and Artist requirements. Greater Talent Network, LLC d/b/a UTA Speakers (“UTA Speakers”) reserves the right to decline any video, digital, or other recording request (“the Recording”).

Sponsors acknowledge that all results, product and proceeds of Sponsors’ Recording (including all original ideas in connection therewith) shall be considered a “work made for hire” for UTA Speakers for the purposes of United States copyright law; and, therefore, UTA Speakers shall be the author and copyright owner thereof for all purposes throughout the universe. UTA Speakers shall solely and exclusively own throughout the universe in perpetuity, including renewal and extension periods, if any, all rights of every kind and nature whether now or hereafter known or created in and in connection with such results, product and proceeds including: (i) the copyright and all rights of copyright; (ii) trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any territory, including all rental, lending, fixation, reproduction, broadcasting (including television transmission), distribution and all other rights of communication by any and all means, media, devices, processes and technology; and (iii) all rights generally known as the “moral rights of authors”. In the event this is not deemed a work made for hire by a court of competent jurisdiction, Sponsors hereby assign all of their right, title and interest in and to (i)-(iii) above to UTA Speakers.

By signing this form, Sponsors agree to retain any recordings of the event for internal archival purposes only and will not sell or reproduce the video recording for any purpose. **Sponsors also agree to supply a copy of all recordings to UTA Speakers within two weeks following the engagement.**

Please return this form with your signed contract

Are you recording?: Yes, for archival use only No

Signature: 

Title: Interim Assistant Vice President

Print Name: James Tyger

Date: 3/25/2024 | 9:53 AM EDT

** Any costs incurred for videotaping are the responsibility of the sponsoring organization.*



Permission: Yes No

Initials: 

Date: 3/25/2024

UF ENGAGEMENT AGREEMENT
The University of Florida, Gainesville, Florida

Invoice/SAR # 2405101 Event Permit # 031247-GP

This Engagement Agreement is entered into this 15th day of March, 2024 ("Agreement"), between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, for and on the behalf of **ACCENT Speaker's Bureau at the University of Florida** ("UF"), **Greater Talent Network LLC d/b/a/ UTA Speakers** ("PRODUCER"), furnishing the services of **Dylan Sprouse** ("ARTIST").

UF and PRODUCER (collectively the "Parties" or individually the "Party") mutually agree as follows:

1. **ENGAGEMENT:** UF hereby engages PRODUCER to furnish the services of ARTIST, as described herein ("Engagement" or "Performance"), upon all terms and conditions herein set forth, including without limitation, any and all addenda, ARTIST riders, and exhibits referenced herein, attached hereto and fully incorporated herein by reference.
2. **ENGAGEMENT VENUE(S):** University Auditorium
3. **DATE OF ENGAGEMENT:** April 11, 2024
4. **TIME OF ENGAGEMENT:** 7:00PM to 8:20PM
5. **ARRIVAL TIME:** 6:30PM
6. **LOAD-IN:** N/A; **LOAD-OUT:** N/A
7. **TECHNICAL REHEARSALS TIMES:** Begin by 6:30PM and be completed no later than 7:00PM on the date of the performance(s).
8. **COMPENSATION:** UF shall pay \$60,000.00 USD **Flat Guarantee**, via UF check to either ARTIST or PRODUCER, as specified in the ARTIST Rider (if applicable), attached hereto as Exhibit "A", within thirty (30) business days following the Engagement. Best efforts to make payment within seven (7) business days. UF shall not be responsible for the payment of royalties, union fees, welfare or insurance obligations, or any other obligation not specifically stated in this Agreement.
9. **PRODUCTION AND CATERING:**
 - a) Production Contact: Matt Cox / mcox@performingarts.ufl.edu
 - b) Production and catering details contained within **Exhibit A** (if applicable). ARTIST's specific technical requirements including, but not limited to, specific electrical power, amplification equipment, piano or other musical instruments, stage requirements, and other equipment or technical services needed, must be provided to UF by ARTIST at least **7 Business Days** prior to the event and must be specifically agreed to in writing by PUCHASER and made a part of this Agreement. Unless otherwise indicated and at ARTIST's request, UF shall provide for grips and stage labor to set up and remove any stage, and to load and unload all equipment to be used in the performance(s) covered by this Agreement.
 - c) ARTIST agrees to provide all equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable equipment and services per advance detailed in **Exhibit A** (if applicable).
 - d) ARTIST or PRODUCER shall notify UF at least 7 days prior to the Engagement of the expected time of arrival of ARTIST's materials and/or ARTIST's crew.
 - e) The ARTIST must arrive in Gainesville, Florida, and notify Samuel Hendler at 954-204-1759 or UF at a mutually agreed upon time by UF and ARTIST. Unless UF is notified of delayed arrival time at least 4 hours before the Engagement time, UF shall have the unilateral option to terminate this Agreement without liability to UF.
10. **TRANSPORTATION AND ACCOMMODATIONS:** All transportation and accommodations for ARTIST and PRODUCER, including without limitation, their staff, employees, agents and family members is ARTIST'S or PRODUCER'S responsibility. Transportation and accommodations include, but are not limited to, hotel, air travel, air freight and excess baggage, ground transportation, meals and other incidentals.
11. **SCALING AND TICKETS:** (if applicable)
 - a) UF agrees that written consent of PRODUCER is required prior to inclusion of ARTIST'S Performance hereunder in a subscription or other type of series.
 - b) UF shall not commit ARTIST to any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior written approval.
 - c) UF agrees to provide tickets for the Performance(s) covered by this Agreement and to offer said tickets for sale at locations to be determined by UF. Tickets for the Performance shall be scaled at the following prices:
 - UF Student tickets at 0 each
 - General Public tickets at 0 each
 - Other 0 tickets at 0 each
 - d) UF further agrees to provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the Performance(s).
 - e) For complimentary tickets, ARTIST must provide list of persons or organizations receiving such tickets to UF prior to the date tickets go on sale. The number of complimentary tickets will be determined by mutual written agreement between UF and ARTIST or PRODUCER.
12. **MERCHANDISING:** n/a/n/a split – UF n/a%
13. **FACILITIES:**
 - a) UF agrees to furnish, at its sole cost and expense on the date(s), time(s), and location(s) of the Engagement as stated above in Sections 2 and 3, all that is necessary for the proper and lawful presentation of the Engagement, in accordance with industry standards and including without limitation, a suitable venue that is temperature controlled, ventilated, lighted, clean and in good order, stage curtains and all necessary sound equipment in working condition including amplifiers, microphones in number and quantity as required by PRODUCER, dressing rooms (clean, comfortable, heated and air-conditioned, near the stage), all necessary electricians and stage hands, all necessary lightening, tickets, house programs, all required licenses (including musical performing rights), adequate security, ushers, ticket sellers (if applicable). UF shall pay all other necessary expenses in connection therewith.
 - b) UF agrees to provide law enforcement and other security personnel as needed, in UF's sole discretion.
 - c) UF shall provide for routine clean-up and janitorial maintenance of the facilities used for the Performance(s) and shall provide custodial personnel as necessary for such purpose.
 - d) UF will further provide, at its sole cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in Exhibit A or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER and UF in writing.
 - e) UF shall comply with all applicable laws and regulations pertaining to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
 - f) UF, PRODUCER and ARTIST are jointly responsible for providing a safe environment for the Engagement, including but not limited to the following: staging, stage covering, grounding, supervision and direction of the Engagement, and security. The percentage of responsibility for each Party shall be directly related to the decision-making authority or production control set forth herein or in Exhibit A or Artist Rider.
14. **PRODUCTION CONTROL:**
 - a) PRODUCER shall have the creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including but not limited to the details, means, methods of the performance, and PRODUCER shall have the right to designate and change the performance personnel other than the ARTIST specified herein, so long as the performance personnel and sound volume/decibel level have been approved in writing by UF.
 - b) UF reserves the right to make announcements at the performance(s) and to take any other steps deemed necessary by UF to protect the safety or welfare of those in attendance.

UF ENGAGEMENT AGREEMENT
The University of Florida, Gainesville, Florida

15. FORCE MAJEURE EVENT:

- a) A "Force Majeure Event" shall mean any one or more of the following acts which makes performance under the terms of this Agreement, by UF, PRODUCER or ARTIST, impossible or unsafe and is beyond the control of the UF, PRODUCER or ARTIST: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, pandemic, act(s) of the public enemy; act(s) of threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which UF, PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of Engagement attendees, ARTIST, and ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes, labor disputes (including, without limitation, strike, lockouts, job actions, or boycotts); fires; explosions; floods; hurricane warnings issued by any governmental agency for area including location of Engagement; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death; disability; illness; injury or other inability to perform
- b) ARTIST's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement. Accordingly, UF reserves the right to cancel the Engagement and UF shall use best efforts to reschedule the Engagement to a mutually agreed upon date.
- c) UF's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement and UF shall use best efforts to reschedule the Engagement to a mutually agreed upon date. Accordingly, ARTIST is not entitled to compensation.

16. RIGHT TO CANCEL ENGAGEMENT/BREACH:

- a) **UF's right to cancel other than Force Majeure Event:** In the event that (i) ARTIST is not ready to perform at curtain time due to Artist's own negligence or conduct, or if the ARTIST arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST creates and unsafe condition that makes the performance dangerous for the patrons and/or UF's employees, or (iii) ARTIST violates Section 23.b) herein, Compliance with Laws, Regulations, Rules, then ARTIST shall be deemed to have committed a substantial and material breach ("Breach") of this Agreement and UF shall have the absolute right in its sole discretion to cancel the Engagement or terminate the performance in progress, and to refuse to compensate ARTIST and PRODUCER accordingly. Any failure of ARTIST to perform may be excused only for detention by sickness or injury, civil tumult or riot, professional responsibility, epidemics, pandemics, acts of God, or other conditions beyond the control of the ARTIST. ARTIST or ARTIST's agent must notify UF forthwith of any reason which might result in ARTIST's failure to perform on the scheduled date. UF reserves the right to cancel the performance or to substitute any other individual or groups performance for ARTIST if Artist is not able to perform as scheduled.
- b) **PRODUCER's or ARTIST's right to cancel other than Force Majeure Event:** In the event UF refuses or neglects to provide material items herein stated or refuses or neglects to substantially comply with any provisions hereunder, fails to promptly make any of the payments as provided herein, fails to proceed with the Engagement, or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a Breach of this Agreement. PRODUCER or ARTIST must notify UF of alleged Breach in writing and allow UF no less than seventy-two (72) hours from the time notice is received to cure the Breach. If UF fails to cure the alleged Breach, PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder; and (ii) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement.

17. NO RECORDING/BROADCAST:

- a) UF shall use reasonable effort to prevent the recording, photographing or videotaping of ARTIST, without permission, or any portion of the performance. UF's responsibility shall be limited, in any event, to reasonable and lawful action to discover and to terminate such photographing, recording, or videotaping. PRODUCER and ARTIST acknowledge that patrons will be permitted to possess cell phones and non-professional cameras during the performance.
- b) Pre-approved credentialed members of the media are permitted to take non-flash photographs during the first 5 minutes of speaking engagement or during the first 3 songs of musical engagement.

18. ROLE OF AGENT: PRODUCER and ARTIST warrant and represent that PRODUCER has the requisite authority to act as an agent for ARTIST under this Agreement.

19. INSURANCE:

- a) PRODUCER shall, at its own expense, maintain and carry insurance in full force and effect from the effective date of this Agreement through the completion of the Engagement, with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, with limits no less than \$1,000,000.00 per occurrence, protecting it and UF from claims for bodily injury (including death) and property damage which may arise from or in connection with ARTIST's and PRODUCER's obligations under this Agreement and the Engagement. PRODUCER shall provide UF insurance certificates evidencing the insurance coverage specified in this Agreement and must list the University of Florida Board of Trustees as an additional insured. A copy of said insurance certificates are available upon request. PRODUCER shall provide UF with 30 days' advance written notice in the event of a cancellation or material change in PRODUCER's insurance policy. If cancellation or reduction of PRODUCER's insurance coverage occurs, PRODUCER shall obtain substitute coverage as required under this Agreement, without lapse of coverage to the UF whatsoever. Failure to comply with this Section constitutes a material Breach of this Agreement.
- b) UF shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, with limits no less than \$2,000,000.00 per occurrence, protecting it from claims for bodily injury (including death) and property damage which may arise from or in connection with UF's obligations under this Agreement and the Engagement.

20. LIABILITY:

- a) ARTIST is solely responsible for the content of material performed and shall hold UF harmless from any claim of libel, copyright infringement or other alleged illegal use of materials performed by ARTIST at the Engagement covered by this Agreement.
- b) Each Party hereby assumes any and all risks of personal injury and property damage attributable to its own negligent acts or omissions and those of its officers, employees, public servants and agents while acting within the scope of their employment, under this Agreement.
- c) The Parties agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of UF or their agents and agencies to be sued; or (3) a waiver of UF's sovereign immunity beyond the limited waiver provided in section 768.28 Florida Statutes.

UF ENGAGEMENT AGREEMENT
The University of Florida, Gainesville, Florida

21. **NOTICES:** All notices required or permitted hereunder shall be in writing and sent via email to the following Party representatives:

UF:

ARTIST/PRODUCER:

Ms. Solange Douglas
(Name)

Dylan Sprouse
(Name)

ACCENT Speaker's Bureau

Greater Talent Network LLC d/b/a UTA Speakers

(Organization)

(Agency)

3000 J. Wayne Reitz Union, PO BOX 118505

888 Seventh Avenue, Suite 922

(Address)

(Address)

Gainesville, FL 32611
(Address)

New York, NY 10106
(Address)

352-392-1671
(Telephone)

212-647-6334
(Telephone)

sdouglas@ufsa.ufl.edu
(E-mail)

david.buchalter@unitedtalents.com
(E-mail)

22. **MISCELLANEOUS:**

- a) **Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be commenced and maintained exclusively in the state courts in and for Alachua County, Florida, and the Parties agree to submit to the personal jurisdiction of such court.
- b) **Compliance with Laws, Regulations, Rules:** The Parties specifically agree that the Parties' performance under this Agreement shall be governed by all rules, policies and procedures of the University, as applicable and as the same may be amended from time to time, and all laws, ordinances, regulations or other authority, as applicable.
- c) **Public Records:** This Agreement and any other documents made or received by UF in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure under Florida law.
- d) **No Modification:** No modification, amendment or alteration of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. This instrument contains the entire agreement made between the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by all Parties hereto or their respective successors in interest.
- e) **No Waiver:** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party hereto, by written notice executed by such Party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
- f) **No Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Parties.
- g) **Independent Contractors:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between UF and ARTIST or PRODUCER. Neither shall be bound by the acts or conduct of the other.
- h) **Authority:** Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
- i) **Effective Date:** This Agreement shall not become effective until executed by UF, after the signature of the PRODUCER and ARTIST. Any change in this Agreement made by ARTIST or PRODUCER after the signature of UF shall constitute a counteroffer and shall not constitute a binding contract until an amendment to the original Agreement has been approved in writing and signed by all Parties, in accordance with Section 23.d) above.
- j) **Use of UF Name Prohibited:** Except as expressly agreed to in writing by UF, the UF name, UF symbols and likeness shall not be used by PRODUCER or ARTIST in connection with the promotion or holding of performance(s) covered by this Agreement.
- k) **Political Endorsement Prohibited:** Artist shall not publicly endorse any political candidates during engagement at UF.