

APPEARANCE CONTRACT

Issue Date: Thursday, August 16, 2018

CLIENT/SPONSOR

**Association of Florida Colleges
1725 Mahan Drive, Tallahassee, FL 32308
Phone: 850-222-3222**

APPEARANCE DATE: Thursday, November 8, 2018

CONTACTS: Name: Marsha Kiner
Phone: 850-222-3222
Email: mkiner@myafchome.org
Mobile: **850-322-4222**

ON-SITE CONTACT: Marsha Kiner

SPEECH FORMAT: Keynote

TIME OF SPEECH: 8:45 AM – 9:45 AM

LENGTH OF SPEECH: 40 Minutes Q&A 15-20 Minutes

SPEECH TOPIC (S): *Conference theme: Navigating the Future; Racing to the Finish Line*
TBD

ATTENDANCE: There will be between 400-500 in attendance.

TYPE OF EVENT: This is the 69th annual conference of the Association of Florida Colleges (AFC) and is an annual celebratory event bringing together members from all 28 state and community colleges in Florida.

VENUE: Wyndham Orlando Resort
8001 International Drive, Orlando, FL 32819

FINANCIAL CONDITIONS:

Fee: \$2,500.00

- 50% deposit and signed contract due by September 1, 2018 for date to be held.
- Balance due upon conclusion of event on November 8, 2018.

Book Purchase: Dependent upon client's needs discount pricing based on \$20.00 retail price

- 50-99 books = 20% discount, books are non-returnable

**ALL PAYMENTS ARE TO BE IN U.S. DOLLARS
PAYMENTS ARE PAYABLE AND MAILED TO:**

- Lucas Boyce Holdings Inc.
719 East Zaun, Independence, MO 64050
- Federal Employee Identification Number (FEIN)
Number: 20-1869131

EXPENSES:

Travel: AFC will reserve hotel accommodations. Lucas will reserve flight and car service to be reimbursed by AFC.

coach MB

TRAVEL INFORMATION:

TSA Precheck Known Traveler #: 984207264

Full Name: Lucas Daniel Boyce

DOB: 05/19/1979

PRODUCT SALES:

Book sales will be permitted (TBD) ✓

ADDITIONAL TERMS:

Association of Florida Colleges (AFC) will provide:

- Relevant details on background, mission, focus of the organization, any themes for the event, or any other material that may assist Lucas in customizing and personalizing his presentation to meet the needs of those who will be in attendance.
- Copies in advance of any announcements or other promotional information sent to the participants regarding this program.
- Confirmation that Lucas' official introduction will be used to ensure accuracy and so as to not give away his story before he speaks.
- Copies of photos taken of Lucas at event to be used with AFC's permission for Lucas Boyce Holdings, Inc. to use on lucasdanielboyce.com and in future marketing efforts.

- If satisfied with Lucas' effort and the event a testimonial letter of feedback regarding Lucas, his presentation, and audience feedback (within 10 days of appearance.)

Book Signing:

- Lucas will be happy to autograph books and pose for pictures before or after the event (schedule permitting).
- Clothed table for book sales located near exit/entry door.
- Clothed table for book signing located separately from book sales area.
- Staff (one person) to assist with book sales
- All monies collected from book sales to be given to Lucas prior to his departure. If books are left behind, will return via Lucas' UPS account, within five business days of the event.

Equipment Requirements:

- Lavalier mic
- Lectern
- LCD Projector
- Lap top computer on 6 feet clothed table at front of room (Windows 2010 compatibility for power point presentation preferred; earlier windows versions will distort presentation)
- Freestanding or fixed projection screen (large enough to be seen by everyone in attendance.

Room Set Up:

- TBD

ADDITIONAL CONDITIONS OF CONTRACT

Failure of Lucas Boyce Holdings, Inc. to receive the deposits and the payments of the fee and expenses on dates specified in FINANCIAL CONDITIONS, above, shall constitute a breach of contract by CLIENT above, and the event considered cancelled by the CLIENT. Please see cancellation policy below. Lucas Boyce shall have no liability for any other losses, damages or costs, or liabilities of CLIENT whatsoever, whether direct, indirect, or consequential, and whether accrued absolute, contingent, or otherwise; and CLIENT shall have no other recourse or cause of action against Lucas Boyce Holdings, Inc.

In addition, if contract becomes invalid because of breach of the financial conditions by the CLIENT, the CLIENT shall not publicize, disseminate, or otherwise communicate the fact that Lucas Boyce Holdings, Inc. is responsible for the cancellation or postponement of the event or

appearance or for the appearance of a substitute speaker or for any other action the CLIENT might take as a result of the contract becoming null and void. Lucas Boyce Holdings, Inc. shall be able to recover both general and specific damages for, and shall be entitled to injunctive relief from any breach of the CLIENT of the provision of the foregoing sentence.

CLIENT agrees not to discuss the financial terms of this agreement with other parties.

Force Majeure: Notwithstanding any other provision of this agreement, in the event that the performance of any obligations under this agreement is made impossible or unreasonably difficult due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorists attacks, severe transportation difficulties, lockouts, or any other cause beyond the reasonable control of a party (collective, a "Force Majeure Event"), such party shall not be responsible to the other parties to this agreements for the delay in the performance of its obligations under this agreements until as soon as practicable after the Force Majeure Event ceases to exists. In the event a Force Majeure Event occurs; any party may promptly notify the other parties of such Force Majeure Event and may require any other party to reschedule the suspended obligation to a date that is mutually agreeable to SPEAKER and CLIENT that is after the cessation of the Force Majeure Event but within twelve (12) month period immediately following the date of the suspended obligation. If longer than twelve (12) months, Lucas Boyce Holdings, Inc. shall retain all previously paid amounts, and not be required to perform the suspended obligation and CLIENT shall pay all outstanding balances due to him, after which payment CLIENT shall have no further obligation to Lucas Boyce. In the event of a Force Majeure Event, CLIENT will also reimburse Lucas Boyce Holdings Inc. for all previously arranged travel costs that cannot be rebooked or cancelled without penalty or cost.

TAXES: In the event that there are any non-resident taxes, sales taxes, admission taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the speaking engagement is to take place, the CLIENT shall be wholly responsible for all such taxes and expenses in addition to any other payment due under the terms of this agreement. Any and all foreign taxes or fees, resulting from speaking engagements are to be paid for by client or corresponding speaker's bureau.

CANCELLATION: Due to consistent and heavy speaking schedules and income, cancellation, or breach of financial conditions by the CLIENT will be subject to the following penalties from the time our office receives WRITTEN NOTIFICATION or CLIENT fails to meet financial conditions:

120-61 days prior to scheduled appearance: 50%

60-31 days prior to scheduled appearance: 75%

100% honorarium if cancelled with 30 or fewer days before scheduled appearance.

NOTE: In the event of cancellation, deposits can be transferred to an alternate date if the newly scheduled appearance is within a 12-month period of cancelled event, the appearance is contracted with the original sponsor, and Lucas Boyce is available to fulfill the commitment.

In the event of an illness of SPEAKER, a refund will be issued for all deposits made as required in this agreement.

SPEAKER executes this contract as an Independent Contractor and therefore, assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's compensation insurance. As an Independent Contractor, the SPEAKER shall have exclusive control over the means, method, and details of fulfilling the obligations stated above.


CLIENT further agrees to furnish an auditorium well heated or cooled, lighted and in good order with necessary personnel, stage accessories for entertainment and any licenses or fees (if any required).


There shall be NO RADIO BROADCAST, TELEVISION, VIDEO PROJECTION, OR TAPING OF AUDIO PORTION OF THE PRESENTATION without prior written consent of Lucas Boyce Holdings, Inc.

No additional appearances or activities shall be planned by CLIENT, nor expected of the SPEAKER, unless expressly contained as a part of the terms of this contract. The fee listed is understood to be for the lecture program and Keynote address only and any additional activities are to be treated independently.

This instrument is the entire agreement between the CLIENT and the SPEAKER. It shall not become effective until executed by both parties. This agreement may not be changed, modified, waived, or discharged, in whole or in part, except by an addendum executed in writing by both the CLIENT and the SPEAKER.

WE AGREE TO THE ABOVE TERMS AND CONDITIONS FOR THE ENGAGEMENT AS DESCRIBED ON THE PAGES OF THIS CONTRACT.

DATE: 8/23/18
BY: 
TITLE: CEO
ORG: AFC

DATE: 8/23/2018
BY: 
TITLE: President
ORG: Lucas Boyce Holdings, Inc.