

## **Smoky Mountain Bigfoot Conference Speaking Engagement**

This Agreement is made as of by and between **Gather Up Events** (The Organizer), **Russell Acord** (The Speaker).

Gather Up Events hereby engages the speaker to deliver a speech, presentation, or performance, as is further described below, and Speaker agrees to perform the engagement under the following terms and conditions.

1. Title of Event: **[eyear] Smoky Mountain Bigfoot Conference**
2. Performance Venue: **Gatlinburg Convention Center, 234 Historic Nature Trail, Gatlinburg, TN**
3. Performance Date: **[edate]**
4. Presentation: **The Speaker will have a 60-minute presentation scheduled during conference hours**
5. Panel Discussion: **The Speaker will be a participant in a 60-minute Q&A during conference hours**
6. Special Engagement: **The Speaker will have one or more special events scheduled the evening before or immediately after the conference. The total time of these events will not exceed 4 hours. As of signing, the only scheduled engagement is the VIP Dinner to be held on Friday night before the conference.**

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**Compensation.** Gather Up Events agrees to pay the Speaker an appearance fee and cover travel as described below. The appearance payment will be in the form of a check on the day of the event.

7. Appearance Fee: **\$1500**
8. Accommodations: **Accommodations for [hotelnights] nights at a partnering hotel will be prepaid by the organizer.**
9. Travel: **\$900**
10. Vendor Table: **The speaker will be given 1 or 2 tables as needed in Speaker's Row for selling merchandise and meeting fans**

Except as expressly stated in this Agreement Gather Up Events shall not be responsible for any other financial obligations.

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**Venue:** Gather Up Events shall provide an adequate venue for Speaker's event. Gather Up Events may at its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

**Technology:** Gather Up Events will provide all required audio-visual equipment necessary to allow the speaker to share their presentation, images, video, and audio. There will be large projection screens and immersive sound. This will be run through a windows laptop that will either be available on the stage or run by an AV professional off-stage. On-stage monitors will be set to allow the speaker to see what is currently being projected. Please email your presentations to [marty@gatherupevents](mailto:marty@gatherupevents) at least two weeks before the event so that they can be tested and, in the event, your presentation is in a non-PC format, converted. Your presentation will be pre-loaded onto the device and available for testing on the Friday before the event.

**Permission to Photograph and Record:** The parties agree that Gather Up Events may make audio and video recordings of the Speaker's performance and include portions of such recordings or photography in media publications. Photographs, videos, or recordings made by Gather Up Events will be used only for media purposes, or other commemorative or news publications. These recordings will not be sold or broadcasted without permission.

**Publicity:** Gather Up Events shall be entitled to publicize Speaker's event to the Gather Up Events community, including the local public utilizing all materials provided by Speaker to Gather Up Events.

***We request that you provide 2-5 high-resolution photos for us to use in promotional activities. Among these images it would be ideal to have a traditional headshot as well as at least one photo with a relevant background, i.e. in the woods, at a lecture, holding a cast, etc... In this type of photo, your person should take up between 30%-50% of the horizontal space. We also ask that you provide a 30-60 second video to be used in ads. These videos will be due 45 days before the event. Please contact us for more details or clarification if needed.***

**We will provide you with a link to our EPK no less than 45 days before the event. This will contain relevant graphics, videos, and links for you to download and use in promoting your appearance. It is expected that the speaker will participate in the promotion of the event through their own channels.**

**Merchandise:** Speaker is entitled to offer merchandise for sale at the event and will be designated an area in proximity to the event's venue for use by Speaker to sell merchandise related to Speaker or the performance. Speaker agrees to collect applicable sales tax and hold Gather Up Events harmless from any liability related to its sale of merchandise.

**Exclusive Engagement:** Speaker agrees that the Event at Gather Up Events shall be Speaker's sole and exclusive public engagement with Bigfoot/Skunk Ape as the subject within thirty (90) days before or after the Event Date within the area 50 miles from the event.

**Readiness to Perform:** If the Speaker is not ready to perform at the Event's starting time, or if the Speaker arrives at the Event in such a condition as to appear to a reasonable person to be incapable of performing in an acceptable manner, the Speaker shall be deemed to have committed a material breach of this contract and Gather Up Events shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

**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 which may be compensable under any workers' compensation laws.

**Cancellation:** This agreement may be canceled at any time by mutual written agreement of the parties. In addition, Gather Up Events shall have the right to cancel this agreement without liability of any kind in the event Speaker, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Gather Up Events, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Speaker's performance.

**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.

**Amendment:** This Agreement may not be amended except by a writing signed by the 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.

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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.

**Gather Up Events Representative**

[signedbydate] (electronically signed)

*Martin Pippin*

A handwritten signature in black ink, appearing to be 'Paul Paul', written in a cursive style.

Client Information

**Tax ID:** Social security ending in 7461

**Address:**

**Legal Name (First & Last):**

**Unisex Shirt Size:**

**Payment Method:**

**Business Name / Pay To Account :**

**Air Transfer:**

**Thursday Night:**

**Friday Night:**

**Saturday Night :**

**Sunday Night:**

Signed on **Tue Feb 22 2022 22:29:44 GMT-0700 (Mountain Standard Time)**

**IP Address:** 65.48.73.227

## Audit Log

23/02/2022 5:29:44, **Contract signed online by client using 65.48.73.227**