



PERFORMANCE AGREEMENT

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AGREEMENT, dated this twenty-fourth day of January, 2016, between **Larry Dane Brimmer** (Author), whose address is PO Box 87257, Tucson, AZ 85754; telephone: 520-514-2445; and **School Name** (Sponsor), located at (address); (telephone).

Sponsor's contact person: (Name), (Position)

Author to Lecture. The Author hereby agrees to visit the Sponsor and speak on (**Date**) (**Day of Week**) to 2 (two) groups in assembly format in a central location (such as a library or auditorium). The length of each presentation shall be as follows: Grade 1-2, approx. 45 minutes; Grades 3 and up, approx. 55-60 minutes. Additionally, the Author will speak to 1 (one) group of kindergarten classes, approx. 30 minutes. The content of the programs will be about the writing process (Everyone Has a Story).

2. **Work of Author.** The Sponsor agrees to familiarize the students with the published work of the Author prior to the Author's appearance.

3. **Payment.** The Sponsor agrees to pay as full compensation for the Author's services rendered under Paragraph 1 the sum of **\$(amount)**. This sum shall be payable to the Author immediately upon completion of services on (**Date**).

4. **Inability to perform.** If the Author is unable to appear on the date(s) scheduled in Paragraph 1 due to illness, the Sponsor shall have no obligation to make any payments under Paragraph 3, but shall attempt to reschedule the Author's appearance at a mutually acceptable future date. If the Sponsor is prevented from having the Author appear by a *force majeure*, governmental order, or other cause beyond its control, the Sponsor agrees to reschedule the Author's appearance at a mutually acceptable future date.

5. **Recordings.** No recording shall be made by the Sponsor. The term "recording" as used herein shall include any recording made by electrical transcription, wire recording, film, videotape, or other similar or dissimilar methods of recording. Still photographs for a parent or district newsletter, or school yearbook, are permissible and encouraged. The Author appreciates receiving copies of any such photographs, as well as written comments from teachers, for use in advertising and on his website.

6. **Book Sale and Autographing.** If Sponsor desires the availability of Author's books for sale and autographing on the date outlined in Paragraph 1, Sponsor shall be responsible for ordering, collecting money for, distributing, and returning unsold books. Author agrees to be available for autographing on the date(s) of his visit.

7. **Audio-Visual and Physical Arrangements.** Sponsor will check to make sure that all required equipment is in place and working properly prior to the visit. Equipment needed includes:

- A. Table (approx. 5-feet in length)
- B. LCD Projector, cables to connect to the Author's PC, screen
- C. CD Player for Grade 1 and Kindergarten groups
- D. Microphone (lapel mic if available; otherwise, a mic that can be removed from a stand) for large groups/spaces
- E. Bottled Water (one will usually do)

8. **Governing Law.** This contract shall be governed by the laws of the State of (your state).

Author _____ Date _____
Larry Dane Brimner

(If you need a W-9 form, please advise and one will be provided.)

Sponsor: (Name of School)

By _____ Date _____
Authorized Signatory

Title _____

Please read and sign both copies of the Performance Agreement. Keep one copy for your records and return one copy to the Author to secure your date. This Performance Agreement is void unless signed and returned within 30 days.