

COMMUNITY ARTS AGENCY
LITERARY FESTIVAL AGREEMENT

AGREEMENT, made as of the ____ day of _____, 20____, between

_____ (“Author”), residing at (address)
_____, and Community
Arts Agency, (address).

WHEREAS, CAA wishes Author to attend and participate in the first annual *CAA Literary Festival* in (month-year) on the topics attached hereto or as they otherwise mutually agree; and

WHEREAS, Author wishes to attend and participate with respect to said topics and perform any of those other services as this contract may call for;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth and other valuable considerations, the parties agree as follows:

1. LITERARY FESTIVAL. Author agrees to attend and participate in the first annual *CAA Literary Festival* on the following date(s): Friday, Saturday and Sunday, (month-year), at the times and locations set out on Exhibit A attached hereto, and to provide the following services: Provide on Saturday two workshops with one in the morning and one during the afternoon; conduct one-on-one critiques with attendees between the workshops of 15 minutes each as time allows, not to exceed a total of six (6); present on Sunday a reading of author’s literary work(s) followed by a book signing, all according to the attached schedule. Author shall use their best efforts to make their services as productive as possible to CAA. Author agrees to provide all materials by (Date) to be reproduced as handouts for those participating in and attending said Festival.

2. CONSIDERATIONS. CAA agrees to provide compensation for Author's services with an honorarium in the amount of \$_____. Further, CAA, if required, agrees to reimburse Author for meals and lodging as mutually agreed upon, and mileage at the rate of \$_____ per mile, provided any payment in addition to honorarium shall not exceed \$_____. The honorarium and any reimbursement of aforesaid expenses shall be payable to Author on the completion of Author's attendance and participation.

In addition to the payments provided, CAA agrees to provide Author the following:

- (A) Facilities and equipment identical to or substantially similar to those used by other Authors at said Festival;
- (B) One pass to the *CAA Literary Festival* in (Location);
- (C) Location in resource room and opportunity for sale and distribution of any of Author's literary works, books or publications. If Author provides books for sale at the festival, the Author shall receive 75% and CAA shall receive 25% of the sales price, provided if Author's publisher or a representative is present as a vendor during the Festival, CAA waives the 25% of the sales price.

3. INABILITY TO PERFORM. If Author is unable to appear on the date scheduled due to illness, CAA shall have no obligation to make any payments, but shall attempt to reschedule Author's appearance at a mutually acceptable future date. If CAA is prevented from having Author appear by acts of God, hurricane, flood or other cause beyond its control, CAA shall be responsible only for payment of expenses as Author shall have actually incurred. CAA agrees in such a case to attempt to reschedule Author's appearance at a mutually acceptable future date.

4. COPYRIGHTS AND RECORDINGS. The parties agree that CAA shall have the right to record the entire presentation and shall retain all rights, including copyrights, in relation to

recordings of any kind made of the lecture or any tangible materials, slides, or exhibits shown in the course thereof. The term "recording" as used herein shall include any recording made by electrical transcription, tape recording, film, videotape, or other similar or dissimilar method of recording, whether now known or hereinafter developed. No use other than educational of any such recording shall be made by CAA without the written consent of Author and, if stipulated therein, additional compensation for such use.

5. MODIFICATION. This agreement contains the full understanding between the parties and may only be modified in a written instrument signed by both parties.

6. GOVERNING LAW. This agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

COMMUNITY ARTS AGENCY, INC.

By: _____

Date

AUTHOR

Date

E-mail

Telephone/Cell Phone

Social Security # (confidential)

EXHIBIT A (Attached)

CAA LITERARY FESTIVAL AGREEMENT

EXHIBIT A

- A. Author shall provide personal bio, photo, workshop topic(s) and materials to CAA by June 3, 2011, and grants permission to CAA to use same for marketing, promotional and educational purposes for the *CAA Literary Festival*.
- B. Author shall present workshop(s) on the following topic(s):
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- C. Author acknowledges the following schedule of appearances, obligations and sessions to participate in for Festival workshops, readings, one-on-one sessions with young writers and students, and to participate in all related Festival activities as set out below or as otherwise mutually agreed between the parties.

Festival Schedule