

# Mary Ann Fraser

3487 Coastal Oak Drive  
Simi Valley, California 93065  
(805) 581-3621

**1. AGREEMENT DATED:** \_\_\_\_\_  
BETWEEN MARY ANN FRASER (the Author) AND \_\_\_\_\_ (the Sponsor)  
Located at \_\_\_\_\_  
Contact person \_\_\_\_\_ phone \_\_\_\_\_  
Cell or home phone (in case of emergency) \_\_\_\_\_

The Sponsor and the Author mutually agree that the Author will provide the services stated below under the following conditions:

**2. Presentation Description:** The Author will give \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date(s):** \_\_\_\_\_ **Location:** \_\_\_\_\_

**3. Planning and Promotion:** The Author will provide the Sponsor with the Following materials: Order Form master and Bookmark master, The Sponsor will provide the Author with any necessary paperwork that needs to be filled out in advance to facilitate payment of fees. The sponsor will ask staff to familiarize students with several of the Author's books in advance of the event.

**4. Fees:** The Sponsor will pay the Author an honorarium of \_\_\_\_\_.  
Fees are payable on the day of the event or completion of services.

**5. Expenses:**

**Transportation:** Roundtrip travel (If by Author's own car, reimbursement in the amount of 50 cents per mile; if by air or train, the sponsor shall provide the tickets; if by rental car or other modes of transportation, the sponsor shall make arrangements with the Author for payment of these expenses.

**Meals/Lodgings:** Sponsor will provide the following meals \_\_\_\_\_  
If meals are on a per diem basis, the Sponsor agrees to accept and reimburse the Author for food and lodging receipts presented.

**Independent Contractor Status:** The Author will perform all duties pursuant to this agreement as an independent contractor. The Sponsor will not control or supervise the manner in which this agreement is performed nor will it withhold or pay any taxes on behalf of the Author.

**6. Equipment and Facilities for an assembly:** The Sponsor will provide the following equipment in good working order:

- 1) a screen
- 2) a microphone
- 3) a 4' -6' table

If any of these are unavailable, the Sponsor will notify the Author at least 7 days in advance.

**7. Teacher Involvement:** Teachers are expected to be present and responsible for their students' good behavior.

**8. Book Sales:** Sales of the Author's Books is optional. The Sponsor is welcome to order books directly from the publishers, a distributor or a local bookstore, or to decline to offer books for sale. If the Sponsor wishes the Author to bring books, the Sponsor will 1) make an arrangement with the Author at least three weeks in advance, 2) copy and distribute the book order form two weeks in advance, and 3) notify the Author no later than 3 *working days* before the event of the orders received (quantities and titles). Under this agreement, the Author will obtain the books and transport them. The Author will autograph her books and/or bookmarks (but not pieces of paper) as time permits between sessions.

**9. Recordings:** No recording shall be made by the Sponsor without written consent of the Author. In the event Author grants permission to record, Sponsor agrees that the Author shall retain all rights; including copyrights, in relation to recordings of any kind made of the appearance or any works shown in the course thereof. The term "recording" as used herein shall include any recording made by electrical transcription, wire recording, film, videotape, or other similar or dissimilar method of recording, whether now known or here after developed. No use of any such recording shall be made by the sponsor without the written consent of the Author and, if stipulated therein, additional compensation for such use.

**11. Termination:** If Sponsor cancels the appearance by the Author for any reason other than an act of God, Sponsor agrees to pay Author the full fee agreed upon in paragraph 4 above, in addition to such expenses as the Author shall actually have incurred.

**12. Inability to perform:** If the Author is unable to appear on the dates scheduled in paragraph 2 above due to illness the Sponsor shall have no obligation to make any payments under paragraph 4, 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 Acts of God, governmental order, or other cause beyond its control, the Sponsor shall be responsible for the payment of such expenses under paragraph 5 as the Author shall actually have incurred. The Sponsor agrees in such cases to attempt to reschedule the Author's appearance at a mutually acceptable date.

**Maps and Schedule:** The Sponsor will provide the Author with a copy of the schedule and directions to the event at least 7 days before the presentation date. The schedule will include date(s), time of day, lengths of presentations, grade levels, and sizes of anticipated audiences. The schedule will allow a lunch period of at least 45 minutes, plus 10-minute breaks between presentations.

**Extensions in Schedule:** The Sponsor understands that it will not schedule events beyond those listed here under Presentation Description without the approval of the Author. The Sponsor understands that any such extensions may require additional fees.

**Governing Law.** This contract shall be governed by the laws of the state of California.

AUTHOR:

\_\_\_\_\_ DATE \_\_\_\_\_

Author's signature

SPONSOR:

\_\_\_\_\_ DATE \_\_\_\_\_

Authorized signatory

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_