



BITCON 2022 Speaker Agreement

BITCON 2022 speakers agree to the following terms:

1. Date & Time of Program: October 27 or October 28, 2022

Proposed timeline: 45-minute speaking engagement with specific date and time TBD

2. Location of Program:

1000 West Buena Vista Drive Lake
Buena Vista, Florida 32830-8403

3. Compensation:

(a) Amount: prior agreed upon honorarium

(b) Plus: Hotel accommodations at Walt Disney World Coronado Springs Resort

4. Payment: A non-refundable payment will be made on or before October 1, 2022 via ACH or Wire Transfer

5. Additional Details:

Description of Event:

BITCON is the annual conference for the Blacks In Technology community hosted by Blacks In Technology, LLC (BIT) and the 501(c)(3) Blacks In Technology Foundation. The 2022 conference will be a hybrid of in-person and live streamed main stage, attended by IT professionals, university students, and a variety of afro-technologists and futurists.

Event Website: <https://bitcon.blacksintechology.net/>

Estimated # of Attendance: 750-1,000

Audience Profile: IT professionals 18-65

6. Confidentiality: compensation, are strictly confidential and are not to be disclosed to any third party for any purpose except where required by law.

1. This agreement is not binding on Speaker unless and until the payment required is received in fully collected US federal funds and a copy of this agreement is executed.

2. [a] This agreement is non-cancelable by the Blacks In Technology Foundation; all amounts due shall be paid in full.

2. [b] In the event that Speaker is unable to, or for any reason, including professional responsibility, prevented from, appearing, this agreement shall be considered terminated and the Blacks In Technology Foundation shall be refunded any payments or deposits, however will have no claim for damages against Speaker.

2. [c] In the event that the performance of this Agreement, or any part thereof, is prevented by acts of God, wars, strikes, terrorist activity or threats thereof, violent weather or similar events of force majeure, Blacks In Technology Foundation and Speaker shall not be responsible to any party for delay in the performance of its obligations pursuant to this Agreement. Each party agrees to notify the others immediately upon receiving information as to the existence of a force majeure circumstance affecting this Agreement. All parties agree that this clause shall serve to suspend, but not excuse, all parties from the performance of their obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable after the force majeure circumstance is no longer present.

3. Additional Activities, if any, are not deemed part of the Program. Except as specifically set forth in this agreement no Additional Activities shall be planned by Blacks In Technology Foundation nor expected of Speaker. The compensation set forth is understood to be for the Program only, and Additional Activities set forth, if any, are understood to be undertaken on a best efforts basis, gratis, by Speaker.

4. In the event Blacks In Technology Foundation refuses or neglects to perform any of the items herein stated, and/or to perform any obligations herein stated, and/or fails to make any payment provided herein, Speaker shall have the right to refuse to perform this contract.

5. Blacks In Technology Foundation shall not permit others, to record, broadcast, televise, or otherwise reproduce the visual and/or audio portions of the Program, or any part thereof, without the expressed written permission of Blacks In Technology Foundation. Blacks In Technology Foundation consents to the use of the images of its facilities and venue in any recording and/or rebroadcasting by authorized party of the Program or any part thereof.

6. This agreement shall not in any way be construed so as to create a partnership, or any kind of joint venture undertaking or venture between the parties hereto, nor make Speaker liable, in whole or in part, for any obligation that may be incurred by Blacks In Technology Foundation.

7. Blacks In Technology Foundation hereby indemnifies and holds the Speaker, as well as their respective agents, representatives, principals, employees, or suffered by or threatened against Speaker or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Program, which claim does not result from the active negligence of the Speaker.

8. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Blacks In Technology Foundation.

9. This agreement (i) cannot be assigned or transferred without the written consent of Speaker, (ii) contains the sole and complete understanding of the parties hereto and (iii) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this agreement shall be governed by the laws of the State of Ohio as if this agreement were signed and completely performed in Ohio, regardless of the place of performance. Any litigation between and/or among the parties to this contract shall be adjudicated in Ohio and for that purpose each party expressly and irrevocably consents to jurisdiction and venue in the Supreme Court, Hamilton County, or the United States District Court for the Southern Ohio. The terms "Blacks In Technology Foundation" and "Speaker" as used herein shall include and apply to the singular, plural, and to all genders.