

GUEST SPEAKER AGREEMENT

This agreement is made and entered into on 11/03/2022, by and between Charlie Kirk LLC ("SPEAKER") and ~~Stand Up For Idaho~~ OutWest Bible Church ("HOST"). SPEAKER agrees to prepare and present the following program at the ~~Mountain America Center~~ on the below date and time.

Melaleuca Global Headquarters

Saturday, April 29th, 2023

~~6:00pm - 9:00pm~~

5:00pm - 9:00pm

~~Mountain America Center~~

~~1600 Event Center Dr~~

Idaho Falls, ID 83402

Melaleuca Global Headquarters

4609 W 65th South

SPEAKER agrees to participate in auxiliary events such as a VIP meet and greet and/or photo-line as long as events take place within the agreed upon timeframe above.

HONORARIUM & EXPENSES

HOST will pay to Charlie Kirk LLC an honorarium in the amount of (\$30,000) to SPEAKER by the below payment schedule:

- 50% of Honorarium (\$15,000) due upon receipt of fully executed agreement. Check should be made payable to and mailed to the following:

Charlie Kirk LLC
Attn: Sara Schmachtenberger
4940 E Beverly Rd
Phoenix, AZ 85044

- An invoice for the remaining 50% of Honorarium (\$15,000) will be issued to HOST within thirty (30) days following conclusion of the program.
- Final payment is due within 10 days of receipt of invoice.

TRAVEL PROCESS & COVERED EXPENSES

All travel and accommodations for SPEAKER will be booked and paid for by CHARLIE KIRK LLC. HOST is not responsible for personal expenses of SPEAKER.

AUDIO & VIDEO RECORDING

CHARLIE KIRK LLC requests that the HOST video record the program.

CHARLIE KIRK LLC will request a file or link for CHARLIE KIRK LLC to distribute solely on platforms owned and operated by CHARLIE KIRK LLC or TURNING POINT USA.

The SPEAKER warrants and represents that the Program, and related materials are factually accurate and contain no matter libelous or otherwise unlawful. The SPEAKER further warrants that such program is the SPEAKER's own original work.

PROMOTION & PUBLICITY

CHARLIE KIRK LLC will provide a headshot and current biography of the SPEAKER, and authorizes HOST to use his/her name, likeness, photograph, and biographical data in connection with the promotion of any aspect of the Program.

CANCELLATION POLICY

This agreement is binding on both parties and cannot be cancelled except as hereinafter provided. CHARLIE KIRK LLC and HOST mutually agree that in the event of an act of God, illness or physical disability of the SPEAKER, acts or regulations of public authorities, labor difficulties, civil tumult, strike, or any other cause beyond the control of the parties that prevent the SPEAKER from reaching the location, or an incident preventing the program from happening CHARLIE KIRK LLC will work with the HOST to reschedule within a 12 month period of the original event date.

If there is an interruption or delay of transportation and SPEAKER and or security need to arrange new travel reservations, any expenses not refunded by the involved travel agency will be the responsibility of HOST.

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, HOST shall defend, indemnify, and hold harmless CHARLIE KIRK LLC, SPEAKER, and the security detail from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder whether the same arises before or after completion of the SPEAKER's program, except for damage, loss, or injury resulting from CHARLIE KIRK's gross negligence or willful misconduct. Excluding any of HOSTS gross negligence, omission, or willful misconduct for which HOST shall remain liable, CHARLIE KIRK LLC and SPEAKER shall indemnify and hold harmless HOST, its trustees, employees, officers, and agents from any claims, loss, liability, costs, damages or injury which may arise out of or result from any negligent act or omission by CHARLIE KIRK LLC or SPEAKER related to SPEAKER'S appearance.

Authorized Signatures:

CHARLIE KIRK LLC "SPEAKER"


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DATE: 11/03/22

OutWest Bible Church

~~Stand Up For Idaho~~ "HOST"

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By: 

Title: Pastor

Date: 2-01-23