

NORTH CAROLINA LIBRARY ASSOCIATION
1811 Capital Blvd
Raleigh, NC 27604
(919) 839-6252

GENERAL PROVISIONS

In the event that the program is not presented at the designated time and place due to an act of God, this contract shall be deemed cancelled and terminated, and in such event any fees paid by NCLA to Speaker shall be returned to NCLA. If NCLA shall cancel the program and give notice of cancellation in writing to Speaker prior to 31 days before program or performance was scheduled to be given, Speaker shall have no recourse whatsoever against NCLA by reason thereof.

In the event that Speaker is unable to provide the program here and above described, for reasons of the inability of the performer to present the program, Speaker will return to NCLA any money previously paid under this contract and will additionally, in good faith, attempt to provide a substitute program of the same or similar nature, quality, and appeal to the NCLA as the above described program.

Failure of Speaker to provide the herein described program shall constitute a breach of this agreement and NCLA shall not be prohibited or limited in any manner in seeking recourse against Speaker for damages arising out of such breach.

This agreement is the entire agreement between the parties hereto and supersedes all other prior arrangements or understandings by and between the parties hereto who have relied upon no promises, statements or representations not herein contained. This agreement may not be changed in any way other than a writing similarly executed.

Failure on the part of NCLA to enforce any breach or default on the part of the Speaker shall not be deemed a waiver thereof, not authorization for subsequent breaches or defaults.

In the event of litigation arising out of the interpretation or enforcement of this agreement, the successful party shall be entitled to recover from the unsuccessful party attorneys' fees incurred. The successful party shall be deemed to be the party awarded Court costs at the conclusion of the litigation.

In the event that any Court of competent jurisdiction determines that any provisions of this contract shall be void or unenforceable, the same shall be deemed excised there from, and shall not in any way alter the enforceability of the remainder hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as follows:

NORTH CAROLINA LIBRARY ASSOCIATION _____
Signature of Speaker

By: _____
President/Section or Roundtable Chair Name (Please print or type)

Date: _____