Youth Leadership Next Steps Summit Agreement

This Agreement is made and entered into on this 21st of January 2025, by and between:

Muskogee County Health Department

(Hereinafter referred to as "Organizer")

AND

Name: Colby Takeda

Address: 988 Halekauwila St. #3302, Honolulu, HI 96814

Email: colby@pearsuite.com

Phone: (808) 497-6647

(Hereinafter referred to as "Speaker")

WHEREAS the Organizer is hosting the Youth Leadership and Next Steps Summit (hereinafter referred to as "Summit") on April 2<sup>nd</sup>, 2025, in Muskogee, Ok and the Speaker

has agreed to participate in two 45-minute breakout session on Entrepreneurship and his journey to success.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Engagement of Services

The Organizer hereby engages the Speaker to participate in the Summit as a presenter of a breakout sessions on Entrepreneurship.

2. Date and Location

The Conference will be held on April 2<sup>nd</sup>, 2025, at the Muskogee High School Rougher Village, 3200 E. Shawnee Road, Muskogee, Ok. 74403.

- 3. Scope of Work
- Two Breakout Sessions: The Speaker will present a breakout session on the topic of Entrepreneurship and Business.
- 4. Compensation

The Organizer agrees to pay the Speaker a speaking fee of \$10,000. Payment shall be made within 30 days after the completion of the Summit.

Expenses



All expenses will be inclusive with this agreement.

## 6. Cancellation

By Organizer: The Organizer may cancel this Agreement with no less than 14 days written notice to the Speaker. In the event of cancellation by the Organizer, any non-refundable expenses incurred by the Speaker shall be reimbursed.

By Speaker: The Speaker may cancel this Agreement with no less than 30 days written notice to the Organizer. In the event of cancellation by the Speaker, the Organizer shall not be liable for any payment beyond expenses already incurred.

# 7. Intellectual Property

The Speaker retains all rights to the materials and content presented at the Summit. The Organizer may record and use portions of the presentation for promotional purposes, with the Speaker's consent.

# 8. Confidentiality

Both parties agree to keep any sensitive or confidential information disclosed during the course of this Agreement private and not to disclose it to any third party without prior written consent.

# 9. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, epidemic, or governmental actions.

# 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

# 11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

# 12. Amendments

This Agreement may only be amended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Muskogee County Health Department	
Signature: Dr. Rugar Plan	Signature:
Name: Dr. Rodger L.B. Cutler	Name:
Title: Community Engagement & Health Planning MGR	Title: Regional Administrative Director
Date: _January 22, 2024	Date:
Speaker	
All Delle	Chairman 2025
Signature:	Member
Name: Colby Takeda	Member Lemyle, Laye
Title: CEO Pear Suite	Attest

Date: January 20, 2025

Youth Leadership Next Steps Summit Agreement

This Agreement is made and entered into on this 21st of January 2025, by and between:

Muskogee County Health Department

(Hereinafter referred to as "Organizer")

AND

Myron Rolle, MD

Address: 10427 Woodward Winds Dr, Orlando, FL, 32827

Email: mrolleenterprises@gmail.com

Phone: 706-315-0828 (Dr. Rolle's wife, Latoya)

(Hereinafter referred to as "Speaker")

WHEREAS the Organizer is hosting the Youth Leadership and Next Steps Summit and (hereinafter referred to as "Summit") on April 2<sup>nd</sup> and on April 3<sup>rd</sup>, 2025, in Muskogee, Ok a Leadership Summit for 150 leaders from across Northeastern Oklahoma, the Speaker has agreed to participate in one keynote session and one football breakout session on April 2<sup>nd</sup> and one keynote session on April 3<sup>rd</sup>.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Engagement of Services

The Organizer hereby engages the Speaker to participate in the Summits as a presenter of leadership.

2. Date and Location

The Summit will be held on April 2<sup>nd</sup> and April 3<sup>rd</sup>, 2025, at the Muskogee High School Rougher Village, 3200 E. Shawnee Road, Muskogee, Ok. 74403.

- 3. Scope of Work
- Two Keynote Sessions and one Football Breakout: The Speaker will present a breakout session on the topic of leadership.
- 4. Compensation

The Organizer agrees to pay the Speaker a speaking fee of \$25,000 for each day. Payment shall be made electronically within 30 days after the completion of the Summit.

5. Expenses

All expenses will be inclusive with this agreement.

# 6. Cancellation

By Organizer: The Organizer may cancel this Agreement with no less than 14 days written notice to the Speaker. In the event of cancellation by the Organizer, any non-refundable expenses incurred by the Speaker shall be reimbursed.

By Speaker: The Speaker may cancel this Agreement with no less than 30 days written notice to the Organizer. In the event of cancellation by the Speaker, the Organizer shall not be liable for any payment beyond expenses already incurred.

# 7. Intellectual Property

The Speaker retains all rights to the materials and content presented at the Summit. The Organizer may record and use portions of the presentation for promotional purposes, with the Speaker's consent. Speaker agrees to three photographs with approved individuals.

# 8. Confidentiality

Both parties agree to keep any sensitive or confidential information disclosed during the course of this Agreement private and not to disclose it to any third party without prior written consent.

# 9. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, epidemic, or governmental actions.

# 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

## 11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

## 12. Amendments

This Agreement may only be amended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto ha	ve executed this Agreement as of the day and
year first above written.	
Muskogee County Health Department	
Signature: Dr. Robert St. Coll	Signature:
Name:Dr. Rodger L.B. Cutler	Name:
Title: Community Engagement Manager	Title: Regional Administrative Director
Date:January 22, 2024	Date:
Myron Rolle, MD	
Name: Myron Rolle, MD	
Signature:	
Date: 21 Jan 2025	on the sole
OF M	day of an 2029
5. * *	Chairman [
	Member
- X	Member Sawy Com
0,0	Attest 1 Lay Wing
11,5,05	County Clerk

# **Speaking Appearance Agreement**

# SHERRI COALE SPEAKING APPEARANCE AGREEMENT

Client: Dr. Cutler

Client Email: rodger.cutler@health.ok.gov

Event Name: Muskogee County Health Department

Date of Event: Wed, Apr 2, 2025

Time of Event: The state of the

Duration of Event

Duration of Sherri Coale Key Note: 1 hour

Speaking Fee: \$ 25,000.00

Travel Fee: \$ 0.00

Location of Event/Venue Address:

Venue Contact (if different from above):

Special Technical/ AV Requirements:

Audience Size:

Audience Age:

Attire: Business Susanosnie gwna Gren at 120

Autograph Session and/or Meet & Greet Immediately Following Presentation:

# Additional Conditions of the Agreement

1. Cancellation Policy: As this Agreement removes Sherri Coale from the marketplace on the date(s) agreed upon, the following charges will apply. Should the CLIENT for any reason cancel this event less than 1 month prior to set event date, full amount will still be paid in full to Sherri Coale by the original event date.

- 2. In the event Sherri Coale must cancel due to problems beyond her control, illness, or unforeseen emergency, Sherri Coale will not have any liability for the expenses or losses incurred by the CLIENT. Sherri Coale agrees to refund the full amount to the CLIENT within thirty (30) days.
- 3. Copyrighted Work: Any of the following copyrighted materials are governed by the terms of this agreement: all training units, components, systems, workshops, training procedures, participant materials, books and other materials in print and other media services collectively referred to as ("Materials"), ordered by the CLIENT on and after the date of this agreement. It is understood that Sherri Coale's presentation may not be audio taped, video-taped or broadcast without written permission from Sherri Coale.
- 4. Facility: The CLIENT agrees to provide an acceptable and licensed facility for the event, in good condition, together with all necessary stage accessories, properties and AV requirements.
- 5. Taxes: In the event that there are any sales taxes, admission taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the speaking engagement is to take place, the CLIENT shall be wholly responsible for all such taxes and expenses in addition to any other payment due under the terms of this agreement. Notwithstanding, the preceding sentence, each party shall be responsible for their own income taxes.
- 6. No additional appearances or activities shall be expected of Sherri Coale unless expressly contained as part of this Agreement or agreed to later in writing.
- 7. It is understood that Sherri Coale is an independent contractor and therefore she assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's compensation insurance. As an independent contractor, Sherri Coale shall have exclusive control over the means, method and details of fulfilling the obligations stated above.
- 8. This instrument sets forth the entire agreement between the CLIENT, and Sherri Coale. This agreement may not be changed, modified, waived, or discharged in whole or in part except by an instrument in writing signed by the parties hereto.
- 9. The representative of the CLIENT in signing this agreement warrants that they signs as a duly authorized representative of the CLIENT.

10. This agreement shall be governed by, construed in accordance with, the laws of the state of Oklahoma.

11. Sherri Coale/Event may not be publicized until this Agreement is signed and returned along with the required payment.

# **Payment Terms**

Please make checks payable to CHANDYCO.

Total Fee: 25,000.00

Travel: 0.00

**TOTAL DUE: 25,000.00** 

# CHANDYCO, LLC

# 817 Flaming Oaks Drive Norman, OK 73026

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other parties of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under this Agreement until as soon as practical after a force majeure condition ceases to exist.

To confirm this contract, please sign and return with your deposit within 10 days of this sent agreement.

A fully executed copy will be returned to you. Thank you.

# CHANDYCO, LLC 817 Flaming Oaks Dr. Norman, OK 73026

Sherri Coale

\* Signature required

sherri@sherricoale.com

Dr. Rodger L.B. Cutler

· Signature required

Community Engagement Manager

rodger.cutler@health.ok.gov

Tina R. Johnson

Signature required

Regional Administrative Director

tinaj@health.ok.gov



# XV Enterprises, a Tim Tebow Corporation

# **Talent Agreement**

This "Talent Agreement" ("Agreement") is entered into January 12, 2025, between XV Enterprises LLC, located at 2220 County Road 210 West Suite 108, PMB 404 Jacksonville, FL 32259, and Muskogee county health department 530 S 34th St, Muskogee, OK 74401 with reference to the live, in personspeaking appearance of Tim Tebow.

## **RECITALS**

This contract is confirmation that **Tim Tebow** (Talent) will speak for **Muskogee county health department** (HOST) according to the following details.

XV Enterprises acknowledges they have full authority to obligate and bind Talent to the commitments and personal performance obligations contained herein.

HOST:	Muskogee county health department
Date of Engagement:	Wednesday April 2, 2025
Name of Event:	Leadership and Next Steps Summit
Venue:	Muskogee High School Rougher Village, 3200 E. Shawnee Road, Muskogee, Oklahoma 74403.
Timeline of Event:	All final dates/times must be mutually agreeable with Talent and HOST.
	10:45 Am Arrive 11:15 AM 30 min Keynote with 15 min Q&A (1500 Seniors in HS) 12:00 PM Conclude
	Break for Lunch
	Football Break Out Session
	12:35 PM Keynote 30 Min (300 Highschool Football Players) 1:05 PM Keynote Ends
	1:15 PM 1 Group Photo with HS football players 1:20 PM Appearance Concludes -TT free to Depart
	<b>NOTE:</b> HOST agrees to do a conference call to review all final event logistics with Talent's office two weeks prior to the event. Additionally, HOST agrees to provide detailed talking points and/or questions for a moderated Q&A two weeks prior to the event as is applicable with the contracted schedule.
Additional Talent /Artist:	HOST agrees to inform XV of any additional Talent / Artists that may be added to the event. Talent reserves the right to approve the addition of Talent / Artists and retains the right to cancel appearances if unapproved Talent or Artist is added to the event lineup. In such cases, HOST shall forfeit speaking fee.
Autographs:	Est. 1650 copies of Mission Possible. 300 Footballs to be shipped to Jacksonville for signature with return postage.
Attendance:	Est 1800 students and staff (1500 Students and staff for moning session. 300 Highschool football player for afternoon break out session)
	HOST agrees to honor anticipated attendance for all functions as defined in the contract under agenda. If attendance is expected to exceed what is defined in the contract, Sponsor agrees to inform XV and HOST understands that an increased appearance fee may be imposed.
Technical Instructions:	HOST agrees to provide appropriate sound and lighting equipment for Talent: A double over-the-ear (countryman mic) headset, podium, and two bottles of chilled bottled water (caps loosened).
Airfare:	The honorarium is inclusive of private plane costs.
Ground Transportation:	HOST will reimburse Talent for a large rental SUV in addition to the Talent Honorarium.
Hotel Accommodations:	HOST will provide and pay for one suite and up to two additional rooms including room, tax, & incidentals for Talent and travel team in addition to the Talent Honorarium.
Meals/Incidentals:	HOST will reimburse or cover meals/incidentals for Talent and team in addition to the Talent Honorarium.

## Payment:

HOST will pay XV Enterprises LLC

## \$65,000.00 (Sixty-Five Thousand US Dollars)

## Payment schedule:

- Contract is being paid with a Government Purchase order from the state of Oklahoma
- Total Amount Due: (Due 7-14 days after the event date)

This contract will also serve as the invoice for all payments.

## All payments should be made to XV Enterprises, LLC via Wire or ACH:

## Wire/ACH Instructions:

- Beneficiary Bank ACH Routing #: 072000326
- Beneficiary Bank WIRE Routing #: 021000021
- Beneficiary's Account #: 562752918
- . Beneficiary: XV Enterprises, LLC
- Beneficiary's Address: 2220 County Rd 210 W, Ste 108 PMB 404, Jacksonville, FL 32259
- · Beneficiary Bank: JP Morgan Chase
- Beneficiary Bank Address: 270 Park Avenue, 43rd floor New York, NY 10017

NOTE: Please identify your organization, Talent, and event date on each payment. ACH/Wire confirmation should be sent to:

deana@tebowgroup.com & accounting@tebowgroup.com

# **HOST Accounting/Payment Contact Information:**

- Name: Dr. Rodger Cutler
- Cell: 918.805.6161
- Email: rodger.cutler@health.ok.gov

## Advertisement and Promotion:

XV and Talent shall have no obligations hereunder unless and until such money is received. XV agrees to allow HOST to use Tim Tebow's name, picture, and likeness solely to promote the Engagement stated above and only prior to engagement.

All promotional material, including without limitation advertising, shall be submitted to XV and must be approved by XV in writing or via email prior to use.

HOST shall not themselves, nor shall HOST permit or authorize others to record, broadcast, televise, film, photograph, or webcast any of the Talent's appearance or any footage of the Talent, XV and / or personnel during the event without prior written consent from XV.

XV acknowledges this appearance will be recorded for internal/archival purposes only and will make the recording available on a private internal password protected website for 30 days and then removed. Any use of the recorded appearance in whole or in part whether acknowledged in this contract or not must be sent to XV via text or email for review and approval prior to use. HOST agrees to provide XV with a link to an unedited copy within 15 days of the event.

XV acknowledges that HOST can use one private photographer and one photographer's assistant during the event. Any public usage of these photographs must be approved in advance in writing via email by XV.

## Cancellation:

XV nor Talent will be held responsible if Talent fails to appear for any of the following reasons: Professional contract or obligation, death, illness, force majeure, death of immediate relative, if at any point HOST is in breach of contract, or information relating to HOST creates a substantial public relations issue.

HOST agrees to remove Talent discreetly and respectfully from all marketing efforts, (including but not limited to) website, social media, print ads, etc., in such a way as to not cause any negative public impact for Talent as well as to not publicly comment in any way by any means negatively or use negative verbiage/messaging pertaining to the Talent canceling the appearance. In the event of Talent cancellation, XV is to refund all money received prior to such cancellation.

In the event of cancellation by HOST, payment of the entire fee for the Engagement is guaranteed unless written cancellation is made:

- Inside 30 days of the Engagement Date, a minimum of 75% of fees are due,
- Inside 60 days of the Engagement Date, 50% of the fees are due.

2a. Specifically related to the ongoing Coronavirus alerts, should a live event not be possible, HOST and XV shall make best efforts to host Talent at the same time and date via a virtual presentation. Should virtual presentation not be viable, HOST and XV may postpone Talent's performance pursuant to Paragraph 2b should the event city be legally limited from hosting live/public events, a state of emergency be declared, or a travel advisory warning be issued that it is unsafe to travel to the Event City by the city, state, or national government.

2b. If the Event is canceled/postponed due to the ongoing Coronavirus, it shall not exempt, but merely suspend, any Party from its duty to perform the obligations of this Agreement. Performance shall then be rescheduled to a mutually acceptable time as soon as practical, after the condition ceases to exist.

If the reschedule cannot happen within 12 months of the original Event Date or the state of emergency ending, whichever is later, both parties may agree to a full cancellation and any deposit monies received will be refunded. If the Talent has traveled to the city of Engagement and is ready, willing, and able to perform, HOST shall remain liable to Talent for the full Engagement Fee and any travel expenses incurred as detailed in the contract.

If Talent has incurred any non-refundable travel expenses whether Talent traveled to the event or not, HOST shall be liable to cover the cost of any non-refundable expenses.

# Confidentiality:

It is acknowledged that the terms and conditions of this Agreement, including without limitation, the amount of compensation paid to the Talent is confidential. It is further acknowledged that certain proprietary information provided by HOST to XV during the negotiation of this agreement may also be confidential.

The Parties shall not publicly disclose any confidential information and acknowledge that any breach, negligent or intentional, of the confidentiality shall be deemed a material breach of this agreement for which the breaching party may be held liable.

## Insurance:

The Talent and XV shall be named as an additional insured under HOST's errors and omissions and general liability insurance policies, in accordance with the terms and subject to the conditions, limitations and exclusions of such policies.

A copy of the insurance policy reflecting these additions shall be sent to XV for their records.

## Indemnity:

HOST agrees to defend, indemnify and hold harmless the Talent, XV and their respective agents, representatives, principals, employees, officers, parents, affiliates, licensees and directors from and against any claims, liability, loss, damage(s) or expense(s), including attorney's fees, incurred or suffered by or threatened against HOST, the Talent, XV or any of the foregoing in connection with or as a result of (a) HOST's negligence, act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with any of the Engagements, which claim does not result from the active and willful negligence of HOST, the Talent or XV.

This contract is not considered active and/or binding until both signatures are present. This Agreement is subject to any Talent rider(s) and/or Addendum(s) attached hereto, which are incorporated herein by this reference.

# **TIM TEBOW RIDER**

The Contracting Organization (HOST) hereby agrees to the following terms and conditions:

#### Airfare Requirements

This contract is written with the honorarium inclusive of the buyout for the private plane.

## **Ground transportation**

HOST will reimburse Speakers for a large rental SUV (i.e., Suburban, Yukon, Escalade ESV), and/or provide a loaned vehicle (i.e., new large SUV donated by local dealership), or ground transportation service in addition to the Speakers' Honorarium as per Speaker preference.

#### Hotel

HOST will provide and pay for one suite and two singles (room, tax, & incidentals) for Speaker and travel assistants in addition to the Speaker Honorarium. Please reserve rooms under the name "Kevin Phillips".

## Sponsorship Packages

XV Enterprises must review and approve all sponsorship packages prior to release.

#### **Autographs**

Mr. Tebow will sign 300 Footballs to be shipped to Jacksonville for signature with return postage. HOST is responsible for providing items. All items must be approved. The following are acceptable autograph items for Mr. Tebow: Football Jersey, helmet (Standard or Mini), footballs, books, and pre-approved photos. Due to the large number of requests, Mr. Tebow is not able to personalize. Signing will be done in private (i.e., Green Room or Hotel room) and not during the meet/greet or other activity. Please provide black and silver sharples.

## **Event Attendance**

HOST agrees to honor anticipated attendance as defined in contract. If attendance is expected to exceed what is defined in the contract, HOST agrees to inform XV and HOST understands that an increased speaking fee may be imposed.

# Additional Speaker / Artist

HOST agrees to inform XV of any additional Speakers / Artists that may be added to the event. Speaker reserves the right to approve the addition of Speakers / Artists and retains the right to cancel appearance if unapproved Speaker or Artist is added to event. In such case, Sponsor shall forfeit speaking fee.

# **Green Room/Meals**

Mr. Tebow adheres to an organic and whole foods diet using only avocado or coconut oil in cooking. We ask that you please use the following amenities as a guide and/or suggestion for Mr. Tebow and his travel party. The amenities may be provided in the green room, hotel room, or during the event depending on what is appropriate to your event and according to the time of day:

- Breakfast
  - · Cage free, organic soft-scrambled eggs, organic, no-preservative bacon and sausage, organic avocado.
- Lunch/Dinner
  - Grass-fed steak or wild caught salmon with broccoli or asparagus (Cooked medium-well in coconut or avocado oil).
- Anytime
  - Organic coffee, organic half & half, hot water and organic green or black tea bags, glass bottled sparkling water is
    preferred, fresh organic berries, nuts (excluding almonds), CHOMPS Original Flavor Beef Sticks, Siete tortilla and
    potato chips (salt and vinegar and chipotle BBQ, and queso flavors preferred if available).

# Food Allergies

Mr. Tebow is allergic to almonds, shellfish, cherry flavoring and Red #40 food dye.

## Media

No media allowed.

## Recording

\*\*Recording by any means for any purposes is prohibited unless otherwise stipulated in the contract.

## **Arrivals and Departures**

Mr. Tebow will arrive and depart via a private back entrance closest to the stage area. Back parking area/entrance must be blocked from media access.

## Security

In-house security must be provided as needed. This will be discussed with XV Enterprises prior to event.

# Local Personnel

HOST agrees to instruct all local personnel to always conduct activity in a professional manner. Back stage area should be restricted to working personnel only.

# Pre-event Call

HOST agrees to participate in a call with Speaker's office two weeks prior to the playdate to review all final details.

# **Participants**

Signatory	Date	
Deana Atwood		
deana@tebowgroup.com		Delivery channel: Ema
P'ELBIE WALKER United States		
Viewer		
D'Elbie Walker		
OSDH Community Engagement and Health Planning Coordinator		
delble@health.ok.gov		
+19189138064		Delivery channel: Ema
DR. RODGER L.B. CUTLER United States		
Signatory	Date	
Signatory Dr. Rodger L.B. Cutler	Date	
Signatory	Date	
Signatory  Dr. Rodger L.B. Cutler rodger.cutler@health.ok.gov	Date	Delivery channel: Ema
Signatory  Dr. Rodger L.B. Cutler rodger.cutler@health.ok.gov +19188056161	Date	Delivery channel: Ema
Signatory  Dr. Rodger L.B. Cutler rodger.cutler@health.ok.gov +19188056161	Date	Delivery channel: Ema
Signatory  Dr. Rodger L.B. Cutler rodger.cutler@health.ok.gov +19188056161  INA R. JOHNSON United States	Date	Delivery channel: Ema
Signatory  Dr. Rodger L.B. Cutler rodger.cutler@healtn.ok.gov		Delivery channel: Ema

Delivery channel: Email

# **Speaking Appearance Agreement**

# SHERRI COALE SPEAKING APPEARANCE AGREEMENT

Client: Dr. Cutler Client Email: rodger.cutler@health.ok.gov Event Name: Muskogee County Health Department Date of Event: Wed, Apr 2, 2025 Time of Event: Duration of Event Duration of Sherri Coale Key Note: 1 hour Speaking Fee: \$ 25,000.00 Travel Fee: \$ 0.00 Location of Event/Venue Address: Venue Contact (if different from above): Special Technical/ AV Requirements: Audience Size: Audience Age: Attire: Accorded Busisson Las a Great Re-Autograph Session and/or Meet & Greet Immediately Following Presentation:

# Additional Conditions of the Agreement

1. Cancellation Policy: As this Agreement removes Sherri Coale from the marketplace on the date(s) agreed upon, the following charges will apply. Should the CLIENT for any reason cancel this event less than 1 month prior to set event date, full amount will still be paid in full to Sherri Coale by the original event date.



- 2. In the event Sherri Coale must cancel due to problems beyond her control, illness, or unforeseen emergency, Sherri Coale will not have any liability for the expenses or losses incurred by the CLIENT. Sherri Coale agrees to refund the full amount to the CLIENT within thirty (30) days.
- 3. Copyrighted Work: Any of the following copyrighted materials are governed by the terms of this agreement: all training units, components, systems, workshops, training procedures, participant materials, books and other materials in print and other media services collectively referred to as ("Materials"), ordered by the CLIENT on and after the date of this agreement. It is understood that Sherri Coale's presentation may not be audio taped, video-taped or broadcast without written permission from Sherri Coale.
- 4. Facility: The CLIENT agrees to provide an acceptable and licensed facility for the event, in good condition, together with all necessary stage accessories, properties and AV requirements.
- 5. Taxes: In the event that there are any sales taxes, admission taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the speaking engagement is to take place, the CLIENT shall be wholly responsible for all such taxes and expenses in addition to any other payment due under the terms of this agreement. Notwithstanding, the preceding sentence, each party shall be responsible for their own income taxes.
- 6. No additional appearances or activities shall be expected of Sherri Coale unless expressly contained as part of this Agreement or agreed to later in writing.
- 7. It is understood that Sherri Coale is an independent contractor and therefore she assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's compensation insurance. As an independent contractor, Sherri Coale shall have exclusive control over the means, method and details of fulfilling the obligations stated above.
- 8. This instrument sets forth the entire agreement between the CLIENT, and Sherri Coale. This agreement may not be changed, modified, waived, or discharged in whole or in part except by an instrument in writing signed by the parties hereto.
- The representative of the CLIENT in signing this agreement warrants that they signs as a duly authorized representative of the CLIENT.

10. This agreement shall be governed by, construed in accordance with, the laws of the state of Oklahoma.

11. Sherri Coale/Event may not be publicized until this Agreement is signed and returned along with the required payment.

# **Payment Terms**

Please make checks payable to CHANDYCO.

Total Fee: 25,000.00

Travel: 0.00

**TOTAL DUE: 25,000.00** 

# CHANDYCO, LLC

# 817 Flaming Oaks Drive Norman, OK 73026

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other parties of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under this Agreement until as soon as practical after a force majeure condition ceases to exist.

To confirm this contract, please sign and return with your deposit within 10 days of this sent agreement.

A fully executed copy will be returned to you. Thank you.

# CHANDYCO, LLC 817 Flaming Oaks Dr. Norman, OK 73026

Sherri Coale Signature required sherri@sherricoale.com

Dr. Rodger L.B. Cutler Signature required

Community Engagement Manager rodger.cutler@health.ok.gov

Tina R. Johnson

Signature required

Regional Administrative Director

tinaj@health.ok.gov

Chairman

Member

Member

Member

ttest County Cle



# XV Enterprises, a Tim Tebow Corporation

# **Talent Agreement**

This "Talent Agreement" ("Agreement") is entered into January 12, 2025, between XV Enterprises LLC, located at 2220 County Road 210 West Suite 108, PMB 404 Jacksonville, FL 32259, and Muskogee county health department 530 S 34th St, Muskogee, OK 74401 with reference to the live, in personspeaking appearance of Tim Tebow.

## **RECITALS**

This contract is confirmation that **Tim Tebow** (Talent) will speak for **Muskogee county health department** (HOST) according to the following details.

XV Enterprises acknowledges they have full authority to obligate and bind Talent to the commitments and personal performance obligations contained herein.

HOST:	Muskogee county health department
Date of Engagement:	Wednesday April 2, 2025
Name of Event:	Leadership and Next Steps Summit
Venue:	Muskogee High School Rougher Village, 3200 E. Shawnee Road, Muskogee, Oklahoma 74403.
Timeline of Event:	All final dates/times must be mutually agreeable with Talent and HOST.
	10:45 Am Arrive 11:15 AM 30 min Keynote with 15 min Q&A (1500 Seniors in HS) 12:00 PM Conclude
	Break for Lunch
	Football Break Out Session
	12:35 PM Keynote 30 Min (300 Highschool Football Players) 1:05 PM Keynote Ends
	1:15 PM 1 Group Photo with HS football players 1:20 PM Appearance Concludes -TT free to Depart
	<b>NOTE:</b> HOST agrees to do a conference call to review all final event logistics with Talent's office two weeks prior to the event. Additionally, HOST agrees to provide detailed talking points and/or questions for a moderated Q&A two weeks prior to the event as is applicable with the contracted schedule.
Additional Talent /Artist:	HOST agrees to inform XV of any additional Talent / Artists that may be added to the event. Talent reserves the right to approve the addition of Talent / Artists and retains the right to cancel appearances if unapproved Talent or Artist is added to the event lineup. In such cases, HOST shall forfeit speaking fee.
Autographs:	Est. 1650 copies of Mission Possible, 300 Footballs to be shipped to Jacksonville for signature with return postage.
Attendance:	Est 1800 students and staff (1500 Students and staff for moning session. 300 Highschool football player for afternoon break out session)
	HOST agrees to honor anticipated attendance for all functions as defined in the contract under agenda. If attendance is expected to exceed what is defined in the contract, Sponsor agrees to inform XV and HOST understands that an increased appearance fee may be imposed.
Technical Instructions:	HOST agrees to provide appropriate sound and lighting equipment for Talent: A double over-the-ear (countryman mic) headset, podium, and two bottles of chilled bottled water (caps loosened).
Airfare:	The honorarium is inclusive of private plane costs.
Ground Transportation:	HOST will reimburse Talent for a large rental SUV in addition to the Talent Honorarium.
Hotel Accommodations:	HOST will provide and pay for one suite and up to two additional rooms including room, tax, & incidentals for Talent and travel team in addition to the Talent Honorarium.
Meals/Incidentals:	HOST will reimburse or cover meals/incidentals for Talent and team in addition to the Talent Honorarium.



## Payment:

HOST will pay XV Enterprises LLC

## \$65,000.00 (Sixty-Five Thousand US Dollars)

## Payment schedule:

- Contract is being paid with a Government Purchase order from the state of Oklahoma
- Total Amount Due: (Due 7-14 days after the event date)

This contract will also serve as the invoice for all payments.

## All payments should be made to XV Enterprises, LLC via Wire or ACH:

## Wire/ACH Instructions:

- Beneficiary Bank ACH Routing #: 072000326
- Beneficiary Bank WIRE Routing #: 021000021
- Beneficiary's Account #: 562752918
- · Beneficiary: XV Enterprises, LLC
- Beneficiary's Address: 2220 County Rd 210 W, Ste 108 PMB 404, Jacksonville, FL 32259
- · Beneficiary Bank: JP Morgan Chase
- Beneficiary Bank Address: 270 Park Avenue, 43rd floor New York, NY 10017

NOTE: Please identify your organization, Talent, and event date on each payment. ACH/Wire confirmation should be sent to:

deana@tebowgroup.com & accounting@tebowgroup.com

# HOST Accounting/Payment Contact Information:

- · Name: Dr. Rodger Cutler
- Cell: 918.805.6161
- Email: rodger.cutler@health.ok.gov

## Advertisement and Promotion:

XV and Talent shall have no obligations hereunder unless and until such money is received. XV agrees to allow HOST to use Tim Tebow's name, picture, and likeness solely to promote the Engagement stated above and only prior to engagement.

All promotional material, including without limitation advertising, shall be submitted to XV and must be approved by XV in writing or via email prior to use.

HOST shall not themselves, nor shall HOST permit or authorize others to record, broadcast, televise, film, photograph, or webcast any of the Talent's appearance or any footage of the Talent, XV and / or personnel during the event without prior written consent from XV.

XV acknowledges this appearance will be recorded for internal/archival purposes only and will make the recording available on a private internal password protected website for 30 days and then removed. Any use of the recorded appearance in whole or in part whether acknowledged in this contract or not must be sent to XV via text or email for review and approval prior to use. HOST agrees to provide XV with a link to an unedited copy within 15 days of the event.

XV acknowledges that HOST can use one private photographer and one photographer's assistant during the event. Any public usage of these photographs must be approved in advance in writing via email by XV.

#### Cancellation:

XV nor Talent will be held responsible if Talent fails to appear for any of the following reasons: Professional contract or obligation, death, illness, force majeure, death of immediate relative, if at any point HOST is in breach of contract, or information relating to HOST creates a substantial public relations issue.

HOST agrees to remove Talent discreetly and respectfully from all marketing efforts, (including but not limited to) website, social media, print ads, etc., in such a way as to not cause any negative public impact for Talent as well as to not publicly comment in any way by any means negatively or use negative verbiage/messaging pertaining to the Talent cancelling the appearance. In the event of Talent cancellation, XV is to refund all money received prior to such cancellation.

In the event of cancellation by HOST, payment of the entire fee for the Engagement is guaranteed unless written cancellation is made:

- Inside 30 days of the Engagement Date, a minimum of 75% of fees are due,
- Inside 60 days of the Engagement Date, 50% of the fees are due.

2a. Specifically related to the ongoing Coronavirus alerts, should a live event not be possible, HOST and XV shall make best efforts to host Talent at the same time and date via a virtual presentation. Should virtual presentation not be viable, HOST and XV may postpone Talent's performance pursuant to Paragraph 2b should the event city be legally limited from hosting live/public events, a state of emergency be declared, or a travel advisory warning be issued that it is unsafe to travel to the Event City by the city, state, or national government.

2b. If the Event is canceled/postponed due to the ongoing Coronavirus, it shall not exempt, but merely suspend, any Party from its duty to perform the obligations of this Agreement. Performance shall then be rescheduled to a mutually acceptable time as soon as practical, after the condition ceases to exist.

If the reschedule cannot happen within 12 months of the original Event Date or the state of emergency ending, whichever is later, both parties may agree to a full cancellation and any deposit monies received will be refunded. If the Talent has traveled to the city of Engagement and is ready, willing, and able to perform, HOST shall remain liable to Talent for the full Engagement Fee and any travel expenses incurred as detailed in the contract.

If Talent has incurred any non-refundable travel expenses whether Talent traveled to the event or not, HOST shall be liable to cover the cost of any non-refundable expenses.

## Confidentiality:

It is acknowledged that the terms and conditions of this Agreement, including without limitation, the amount of compensation paid to the Talent is confidential. It is further acknowledged that certain proprietary information provided by HOST to XV during the negotiation of this agreement may also be confidential.

The Parties shall not publicly disclose any confidential information and acknowledge that any breach, negligent or intentional, of the confidentiality shall be deemed a material breach of this agreement for which the breaching party may be held liable.

## Insurance:

The Talent and XV shall be named as an additional insured under HOST's errors and omissions and general liability insurance policies, in accordance with the terms and subject to the conditions, limitations and exclusions of such policies.

A copy of the insurance policy reflecting these additions shall be sent to XV for their records.

# Indemnity:

HOST agrees to defend, indemnify and hold harmless the Talent, XV and their respective agents, representatives, principals, employees, officers, parents, affiliates, licensees and directors from and against any claims, liability, loss, damage(s) or expense(s), including attorney's fees, incurred or suffered by or threatened against HOST, the Talent, XV or any of the foregoing in connection with or as a result of (a) HOST's negligence, act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with any of the Engagements, which claim does not result from the active and willful negligence of HOST, the Talent or XV.

This contract is not considered active and/or binding until both signatures are present. This Agreement is subject to any Talent rider(s) and/or Addendum(s) attached hereto, which are incorporated herein by this reference.

# **TIM TEBOW RIDER**

The Contracting Organization (HOST) hereby agrees to the following terms and conditions:

#### **Airfare Requirements**

This contract is written with the honorarium inclusive of the buyout for the private plane.

## **Ground transportation**

HOST will reimburse Speakers for a large rental SUV (i.e., Suburban, Yukon, Escalade ESV), and/or provide a loaned vehicle (i.e., new large SUV donated by local dealership), or ground transportation service in addition to the Speakers' Honorarium as per Speaker preference.

#### Hotel

1/2

HOST will provide and pay for one suite and two singles (room, tax, & incidentals) for Speaker and travel assistants in addition to the Speaker Honorarium. Please reserve rooms under the name "Kevin Phillips".

#### Sponsorship Packages

XV Enterprises must review and approve all sponsorship packages prior to release.

#### Autographs

Mr. Tebow will sign 300 Footballs to be shipped to Jacksonville for signature with return postage. HOST is responsible for providing items. All items must be approved. The following are acceptable autograph items for Mr. Tebow: Football jersey, helmet (Standard or Mini), footballs, books, and pre-approved photos. Due to the large number of requests, Mr. Tebow is not able to personalize. Signing will be done in private (i.e., Green Room or Hotel room) and not during the meet/greet or other activity. Please provide black and silver sharples.

## **Event Attendance**

HOST agrees to honor anticipated attendance as defined in contract. If attendance is expected to exceed what is defined in the contract, HOST agrees to inform XV and HOST understands that an increased speaking fee may be imposed.

## Additional Speaker / Artist

HOST agrees to Inform XV of any additional Speakers / Artists that may be added to the event. Speaker reserves the right to approve the addition of Speakers / Artists and retains the right to cancel appearance if unapproved Speaker or Artist is added to event. In such case, Sponsor shall forfeit speaking fee.

## Green Room/Meals

Mr. Tebow adheres to an organic and whole foods diet using only avocado or coconut oil in cooking. We ask that you please use the following amenities as a guide and/or suggestion for Mr. Tebow and his travel party. The amenities may be provided in the green room, hotel room, or during the event depending on what is appropriate to your event and according to the time of day:

- Breakfast
  - Cage free, organic soft-scrambled eggs, organic, no-preservative bacon and sausage, organic avocado.
- Lunch/Dinner
  - Grass-fed steak or wild caught salmon with broccoli or asparagus (Cooked medium-well in coconut or avocado oil).
- Anytime
  - Organic coffee, organic half & half, hot water and organic green or black tea bags, glass bottled sparkling water is
    preferred, fresh organic berries, nuts (excluding almonds), CHOMPS Original Flavor Beef Sticks, Siete tortilla and
    potato chips (salt and vinegar and chipotle BBQ, and queso flavors preferred if available).

## Food Allergies

Mr. Tebow is allergic to almonds, shellfish, cherry flavoring and Red #40 food dye.

## Media

No media allowed.

## Recording

\*\*Recording by any means for any purposes is prohibited unless otherwise stipulated in the contract.

# **Arrivals and Departures**

Mr. Tebow will arrive and depart via a private back entrance closest to the stage area. Back parking area/entrance must be blocked from media access.

## Security

In-house security must be provided as needed. This will be discussed with XV Enterprises prior to event.

# Local Personnel

HOST agrees to instruct all local personnel to always conduct activity in a professional manner. Back stage area should be restricted to working personnel only.

## **Pre-event Call**

HOST agrees to participate in a call with Speaker's office two weeks prior to the playdate to review all final details.

# **Participants**

Signatory	Date	
Deana Atwood deana@tebowgroup.com		Delivery channel: Em
P'ELBIE WALKER United States		
Viewer		**************************************
D'Elbie Walker OSDH Community Engagement and Health Planning Coordinator delbie@health.ok.gov		
+19189138064 R. RODGER L.B. CUTLER United States		Delivery channel: Em
+19189138064	Date	Delivery channel: Ema
+19189138064  R. RODGER L.B. CUTLER United States  Signatory  Dr. Rodger L.B. Cutler rodger.cutler@health.ok.gov	Date	Delivery channel: Ema
t19189138064  R. RODGER L.B. CUTLER United States  Signatory	Date	
+19189138064		
R. RODGER L.B. CUTLER United States  Signatory  Dr. Rodger L.B. Cutler rodger cutler@health.ok.gov +19188056161  NA R. JOHNSON United States  A. W.		Delivery channel: Ema
+19189138064	<u>01/</u> 2	Delivery channel: Ema

