

## CONTRACT FOR SERVICES

This contract is entered into between FAU Foundation, Inc. ("the Client"), 777 Glades Road, AD 295, Boca Raton, FL 33431, and Ballard Partners, Inc. ("the Firm"), 201 East Park Avenue, 5<sup>th</sup> Floor, Tallahassee, FL 32301.

### Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature and executive agencies; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

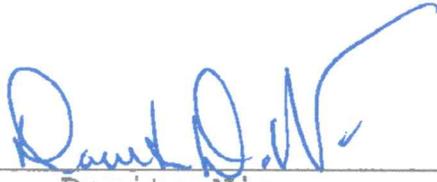
Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on January 15, 2019 and shall remain effective until ~~June~~ <sup>July</sup> 14, 2019. This agreement shall automatically renew for successive six-month on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal this agreement may be terminated within thirty (30) days written notice by either party.
2. Duties of The Firm. It shall be the Firm's duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm's duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm's duty to inform the Client of developments in legislation and policy relevant to the Client's operations.
3. Duties of The Client. It shall be the Client's duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client's duty to timely compensate the Firm for its services.
4. Compensation. The Firm shall receive from the Client \$50,000 for this agreement, plus the reasonable costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office,

such as overhead, staff, and equipment. The fee shall be paid in 6 installments of \$8,333.34 a month, beginning January 15, 2019 and continuing to be due on the fifteenth of each month until the termination of the agreement. The Firm will bill costs monthly.

**FAU FOUNDATION, INC.**



By: Danita Nias  
Title: CEO

Date: 1.24.19

**BALLARD PARTNERS, INC.**



By: Brian D. Ballard  
Title: President

Date: 1/7/2019



## FLORIDA ATLANTIC UNIVERSITY ADDENDUM

This Addendum is a part of the attached Contract between the Florida Atlantic University Foundation, Inc., referred to as "University," and Ballard Partners, Inc., "Vendor." This Addendum relates to Vendor providing contractual services as described in attached Contract.

The Parties to the attached Contract and Addendum, in consideration of the mutual covenants and stipulations set in Contract and Addendum, agree as follows:

- A. The Vendor is an independent contractor pursuant to Florida law. The Vendor assumes full responsibility for completion of the services, as provided in attached Contract:
- B. The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Contract and shall clearly identify the services, portion of services, and expenses for which compensation is sought.
- C. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor's obligations under this Contract.
- D. Any amendments, alterations or modifications to this Contract must be signed or initialed and approved by all signatories of this Contract.
- E. In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to perform its obligations, the cost shall be borne by the party required to obtain such permit, license or authorization.
- F. Vendor may not, without the advance written approval of University, assign any right or delegate any duties under this contract, nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this Contract.
- G. Each term and condition of this Contract is material and any breach or default by Vendor in the performance of each such term and condition shall be a material breach of the entire Contract for which University shall have the right to terminate this Contract immediately upon notice to Vendor and without termination penalty to University.
- H. It is understood and agreed that nothing contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting Vendor as the agent or representative of University for

any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

- I. Failure to exercise or delay in exercising any right, power or remedy accruing to University on any breach or default of Vendor shall not impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any similar breach or default occurring; nor shall any waiver of any single breach or default be construed as a waiver of any other breach or default occurring.
- J. All documents submitted as part of Vendor's offer are incorporated by this reference. In the event of inconsistency between such documents or attached Contract and the provisions of this Addendum, the provisions of this Addendum will govern. This Addendum and such documents embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Vendor other than are set forth. No subsequent alterations, amendment, change or addition to this Addendum shall be binding upon either University or Vendor unless reduced to writing and signed by them and by direct reference made part hereto

IN WITNESS WHEREOF, the parties have caused this Contract to be executed.

BALLARD PARTNERS, INC.



Signature

President

Title

1/24/2019

Date

FLORIDA ATLANTIC UNIVERSITY FOUNDATION



Signature Danita Nias

CEO

Title

1.24.19

Date

