

SAMPLE SPEAKER AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, by and between _____(Name of Facility) and _____("Speaker").

WHEREAS, _____(Name of Facility) is a (enter your facility's business and tax status)

WHEREAS, Speaker represents that he/she is a recognized expert in _____ that is the subject of Speaker's obligations and has agreed to provide certain educational content for _____(NAME OF FACILITY) as provided in this Agreement.

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

1. Engagement.

(a) _____(NAME OF FACILITY) hereby engages Speaker to develop and provide information regarding _____ (TOPIC) at _____(NAME OF EVENT), a program to be offered on _____(DATE) by _____(NAME OF FACILITY). The specific topic of the program is more fully described in Attachment A to this Agreement.

(b) Speaker shall devote such time, energy, skill, and experience to the performance of Speaker's duties as are required to develop and deliver a professional quality, accurate, and timely program. Specifically, Speaker shall be responsible for writing, developing, customizing, and delivering the program in accordance with the requirements specified in Attachment A.

(c) _____(NAME OF FACILITY) will provide reasonable assistance to Speaker in producing program and support materials. All delivery, marketing, and advertising for the program will be handled by _____(NAME OF FACILITY). _____(NAME OF FACILITY) will pay all costs of production, marketing, and advertising for the program, unless otherwise stated in this Agreement.

2. Compensation.

Speaker shall receive, in consideration of the performance of Speaker's obligations under this Agreement and as full payment for all fees and expenses of Speaker, including all out of pocket costs, the total sum of \$_____, payable as follows:

(i) \$_____(USD) upon the execution of this Agreement by both parties;

(ii) \$_____(USD) upon the _____.

It is agreed that no more than the stated amount shall be due or owing by _____(NAME OF FACILITY) unless otherwise agreed to in writing by _____(NAME OF FACILITY).

3. Term and Termination.

This Agreement shall be effective on the date indicated above and continue through the completion of Speaker's obligations under this Agreement, or until terminated by _____(NAME OF FACILITY) with or without cause by giving two (2) weeks written notice to Speaker. Performance of this Agreement by _____(NAME OF FACILITY) is contingent on the availability of _____(NAME OF FACILITY) as the site for the event. If, for any reason beyond the control of _____(NAME OF FACILITY), _____(NAME OF FACILITY) shall not be available, or shall not be in acceptable condition, this Agreement may be terminated without penalty by written notice from _____(NAME OF FACILITY) to Speaker.

4. Rights and Data.

(a) Speaker represents and warrants that he/she has full power to make this Agreement, that the materials provided by Speaker have not been previously published in a manner that would affect _____(NAME OF FACILITY)'s rights in the program or materials, that the materials do not violate any statutory or common law copyright or other rights, that all due diligence has been observed to ensure that the materials are factually accurate, and that the materials do not include any content that is libelous, an invasion of privacy, or otherwise unlawful or actionable. To the extent that any pre-existing works are contained in the materials submitted under this Agreement, Speaker represents and warrants that he/she has obtained full permission to use any or all such works of third parties, will provide to _____(NAME OF FACILITY) copies of such permissions upon request, and further has the power to and does grant to _____(NAME OF FACILITY) irrevocable, exclusive, worldwide, royalty-free licenses to use, execute, reproduce, display, perform, distribute (internally or externally) and prepare derivative works of any or all pre-existing works. Speaker hereby indemnifies and holds harmless _____(NAME OF FACILITY) against any or all claims, losses, or damage incurred as a result of breach of Speaker's representations or warranties, which shall survive any termination of this Agreement.

5. Independent Contractor Status.

Speaker shall be deemed to be an independent contractor for all purposes of the Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship as employer, employee, joint-venture, partnership, or agency between the parties other than an independent contractor performing certain services. _____(NAME OF FACILITY) shall not withhold any taxes or other amounts from Speaker's compensation nor shall pay for unemployment compensation, workman's compensation, or the like. Speaker shall be solely responsible for the payment of all income, social security taxes, insurance, benefits, and the like.

6. Miscellaneous.

This Agreement shall be binding upon and the benefits shall accrue to the parties hereto, their respective heirs, administrators, successors and assigns. The waiver by _____(NAME OF FACILITY) of the breach of any provision of this Agreement by Speaker shall not operate or be construed as a waiver of any subsequent breach by Speaker. This Agreement contains the entire agreement for each party. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any such change, waiver, modification, construction, extension or discharge is sought.

All of the provisions of this Agreement are distinct and severable, and if any provisions should, for any reason, be held to be invalid or unenforceable, then the valid and enforceable provisions hereof shall continue in full force and effect. _____(NAME OF FACILITY) and Speaker agree to the exclusive jurisdiction of the courts of your state for resolution of any disputes arising under this Agreement.

The headings preceding the paragraphs of this Agreement are intended solely for convenience in reference and form no part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

_____(NAME OF FACILITY)

BY: [name]

date

SPEAKER:

BY: [name]

date
