

SAMPLE SPEAKER CONTRACT

This Agreement, ("AGREEMENT") is entered into this [DAY] day of [MONTH], [YEAR] between _____, ("SPEAKER") and _____, ("COMPANY") with respect to the SPEAKER's engagement by COMPANY as an independent contractor to render certain speaking and marketing services in connection with the _____ ("EVENTS"). The parties agree to the following terms and conditions:

SPEAKING DATES

AGREEMENT shall cover all EVENTS booked from [DATE OR DATE RANGE], with the option to renegotiate for future EVENTS.

SPEAKER FEE AND EXPENSES

- \$ _____ per presentation ([LENGTH OF TIME] for example: 45 minutes - 1 hour with Q&A session and hands-on demo)
- \$ _____ per travel day prior to EVENT date and post EVENT.
- one (1) roundtrip business class ticket, to be booked by SPEAKER and expensed to COMPANY or to be booked and paid for by COMPANY
- one (1) King NS room at the host hotel for duration of stay, to be booked by SPEAKER and expensed to COMPANY or to be booked and paid for by COMPANY
- all transportation including but not limited to parking, taxis, and/or rental cars
- all meals including prospective buyer/potential client meals
- SPEAKER shall submit an invoice for all fees and expenses, with receipts attached, for reimbursement within 10 business days after the EVENT. Expenses shall be reimbursed by COMPANY within 10 business days after receipt of this invoice. Expense reimbursement will be for the agreed upon expenses only as detailed in this AGREEMENT.
- SPEAKER acknowledges that the compensation is full and complete consideration for the services rendered by SPEAKER, the providing of the information and materials set forth herein, and the granting of this release and assignment.

EQUIPMENT PROVIDED BY COMPANY

- [EQUIPMENT SPECS]
- LCD projector and screen for Power Point
- Sound system to include - wireless mic capabilities, mixer, and speakers
- Podium and/or 6' table on stage to work from

OBLIGATIONS

SPEAKER agrees to perform at the EVENT to the best of his ability. SPEAKER specifically agrees that he will not cancel his participation to accept a more lucrative assignment.

COMPANY agrees to provide SPEAKER with sales results 30 days after each EVENT. Tracking these numbers will help the SPEAKER refine each presentation and ultimately support sales at future EVENTS.

EVENT FACILITIES

COMPANY shall take all reasonable measures subject to the existing physical facilities to provide facilities which are adequately cooled and/or heated, well-lit and in good working order with all stage accessories for SPEAKER'S presentation, except for those special accessories provided by SPEAKER.

LICENSE AND PERMITS

SPEAKER shall obtain the necessary permission for any video or audio tapes used in his or her presentation and agrees to hold COMPANY harmless for such use.

INDEPENDENT CONTRACTOR

As to the terms of this AGREEMENT, SPEAKER is acting as an independent contractor and assumes all responsibility for any and all federal, state, local and/or foreign income taxes and self-employment taxes, and any and all other federal, state and local licenses, fees or taxes, or sales tax, including withholding taxes, social security taxes, and public liability and workman's compensation insurance.

RIGHT TO PRODUCE VIDEO/AUDIO RECORDINGS

SPEAKER agrees to permit COMPANY to use any SPEAKER photographs and up to five minutes of video or audiotape of SPEAKER'S presentation for the COMPANY'S promotional material anywhere in the world. SPEAKER agrees to comply with the reasonable requests of COMPANY for the purpose of videotaped interviews, photograph sessions, pre-recordings and preliminary or preparatory activities. No provision of this AGREEMENT shall be construed to require that COMPANY include the presentation of SPEAKER, or any part thereof, in any video or audio recording or post-presentation material.

CONFIDENTIALITY

SPEAKER agrees to keep all terms of this AGREEMENT confidential.

INTERPRETATION

This AGREEMENT can only be modified in writing and any modifications must be signed by both parties. This AGREEMENT shall be interpreted according to the laws of the State of California.

FORCE MAJEURE

SPEAKER will not cancel except if SPEAKER is prevented, materially hampered or materially interrupted by reason of any event of force majeure, including, without limitation, governmental law, executive or judicial order, judgment or decree, earthquake, flood, fire, epidemic, accident, lockout, strike, labor controversy or threat thereof, civil disturbance, war or armed conflict, delay of a common carrier, labor, power or other essential commodity or service, death, or by reason of any other cause of a similar or dissimilar

nature beyond SPEAKER'S control, including his sickness or death of an immediate family member.

TERMINATION

SPEAKER and COMPANY have the right to terminate this AGREEMENT upon 30 days written notice to the other party.

ARBITRATION

In the event of a dispute between SPEAKER and COMPANY regarding this AGREEMENT, any such disputes, controversies and claims arising out of or relating to this AGREEMENT, it shall be settled and determined by arbitration. The rules governing this arbitration shall be according to the American Arbitration Association (AAA). The parties further agree that the arbitration shall be conducted before a three panel arbitration board wherein each party to this AGREEMENT selects one arbitrator and those selected arbitrators select a third arbitrator. The decision of the arbitration shall be final and each party agrees to be bound by the arbitration board.

GOVERNING LAW

This AGREEMENT shall be construed under the laws of the State of [YOUR STATE] applicable to agreements executed and to be fully performed within the State of [YOUR STATE], and Speaker expressly consents to the jurisdiction of all state and federal courts located in [YOUR STATE]. Each and all of the several rights and remedies provided for in this AGREEMENT, or by law or equity, shall be cumulative, and no one of them shall be exclusive of any other right or remedy, and the exercise of any one of such rights or remedies shall not be deemed a waiver of, or an election not to exercise, any other right or remedy.

FULL AND COMPLETE AGREEMENT

This AGREEMENT is the full and complete AGREEMENT between the parties and there is no other collateral AGREEMENT, oral or written, between the parties in any manner relating to the subject matter of this AGREEMENT. In the event any portion of this AGREEMENT is held to be invalid or unenforceable by a court or competent jurisdiction, the remaining provisions shall remain in full force and effect.

By signing below, you are acknowledging that you have read all the terms and conditions detailed in this AGREEMENT. This AGREEMENT must be received by SPEAKER no later than [TYPICALLY 7 DAYS FROM THE TIME YOU SUBMIT THE CONTRACT for example: Wednesday, June 15, 2018].

SPEAKER - Signature

COMPANY - Signature

SPEAKER - Printed Name

COMPANY - Printed Name

DATE

DATE