



CONTRACT

SPEAKER/PROMOTER EVENT AGREEMENT

This Speaker's Agreement is entered into by and between [INSERT YOUR SEMINAR COMPANY] hereinafter referred to as "Promoter" and _____, herein referred to as "Speaker".

In consideration of the promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Event: Promoter will sponsor, and the Speaker agrees to speak and sell his products at the following speaking engagement which is hereinafter referred to as "Event".

Type of Event: _____
Topic: _____
Date: _____
Location: _____
Meeting Start Time: _____
Speaker Start Time: _____
Meeting End Time: _____
Average Attendance: _____

2. Promotion of Event: Speaker will provide promotional material for the Promoter if needed. Promoter agrees to use all the material to promote the event both to its members and to the general public for a period of at least 60days prior to the Event, through announcements, mailings, emails and flyers. Promoter agrees not to edit the material without permission and approval of Speaker. Speaker agrees to make himself available for exposure on radio and video interviews as arranged by Promoter. Promoter agrees to forward a copy of any published news releases, letters, newsletters, announcements, flyers, etc to Speaker for confirmation of any promotions done 30days prior to event. The person responsible to promote this event is

Phone _____ Fax _____.

3. **Speaker guarantees:** Speaker agrees to accept return of saleable undamaged product up to thirty (30) days following the sale. In some cases to protect the reputation of both the Speaker and Promoter it is necessary to give refunds outside of the normal 30 day policy. If this is to be done it is agreed that both parties will participate in the refund for their share collected. Shipping is to be borne by shipper. No CODs will be accepted.

4. **Meeting Room Set Up and Announcements:** The Promoter will provide and pay for a meeting room and shall include the following in good operating condition:

2 – 6 ft tables at the front 2 – 6 ft tables at Rear A working P.A. System

Wireless Lavalier Microphone with Extra batteries A Projection Screen

Overhead Projector Overhead blanks & Pens Extra Overhead Bulbs

The room will be set up Theatre style for a 90-minute presentation and Classroom style for day long events. The room will be set up with a 36-inch minimum aisle in the center and on at least one side. The room temperature should be set at 70 degrees at least one hour prior to event. A comfortable temperature should be maintained throughout the Event. Promoter agrees to inform Speaker with the number of expected attendees at least 5 days prior to event.

5. **Availability of Speaker Product:** The Speaker will pay for production and shipment of his own products to sell at the Event and will make every attempt to have sufficient products available at the Event to fill any orders taken at the Event, or at least a portion of orders. Promoter agrees to inform Speaker with the number of expected attendees at least 5 days prior to Event.

6. **Products for Sale at Event:** The Speaker will be selling the following products at the Event, at the prices specified herein:

<u>Product Title</u> <u>Price</u>	<u>Description</u>	<u>Event</u>
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Finally, Promoter agrees not to audio- or videotape record the presentation, without direct consent with Speaker. Speaker does not agree to have Speaker's materials placed in any lending library of any kind, type or nature at any time, now or in the future.

7. Assistance by Promoter: Promoter will have sufficient help to assist Speaker with:

Collecting Money; Room count; Selling and delivering product; Inventory of product;

Preventing Theft; Processing Sales Invoices; Repacking any unsold product and shipping after event if necessary.

8. Collection of Payments: All payments will be collected and processed by the Promoter at its Expense. Promoter then will issue a check Thirty days (30) after Event, due to cancellations and returns being processed.

9. Attendee Names an Addresses: Speaker is entitled to hand out sales material to support the sale or promotion of his product. Speaker will be entitled to the names and addresses of all persons who purchase any of the Speaker's products. Speaker will not be entitled to the name or address of any other person and will not make any attempt to collect or solicit names and address of other attendees. Promoter will market after the Event, through their Sales Organization, and Speaker and Promoter will receive the same split arranged on this contract.

10. Division and Payment of Proceeds: The profit from sales, including back orders, made by or on behalf of the Speaker will be divided as follows:

50% of the Speakers Products, Tapes, Bootcamps, Mentorships, etc. will be split evenly.

11. Speaker Presentation Time: Speaker start time is critical. The Speaker has a predetermined amount of time that is needed to give his presentation and to make a sales presentation. Speaker requests the Start time and Stop time for his presentation to be as follows:

_____ (a.m./p.m.) to _____ (a.m./p.m.)

12. Product Returns: Any product returns from dis-satisfied purchasers will be sent to the Speaker. Purchaser must contact the speaker to obtain shipping and handling instructions. Speaker will promptly notify Promoter of the return. If a refund is due according to any guarantees given by Speaker (see Paragraph 3), Speaker and Promoter shall remit their respective portions of the refund within seven (7) days of receipt of all materials comprising the product. No refund shall be due without return of a full set of saleable product to Speaker. Shipping cost will be borne by Shipper. No CODs will be accepted. If split has been done already between Speaker and Promoter, then no refund will be paid to the purchaser until Promoter receives payment of the Speaker's portion of the sale. If Speaker is to handle the refunds, then upon receipt of undamaged, saleable product by Promoter, Speaker will send Promoter's commission to Speaker for refund to the buyer.

13. Authorization of Agent for Speaker: Any negotiations or discussion regarding this and/or future speaking engagements between Speaker and Promoter must be handled exclusively by _____ unless otherwise authorized in writing by said person.

14. Promotion of Promoter: Speaker shall involve Promoter several times during his presentation, and encourage those in attendance to actively participate in and become involved with the Promoter and encourage them to network with other members.

15. Exclusion period for Speaker's Product: Promoter agrees that the purpose of Speaker's presentation is to sell valuable educational material for use in the private library of the attendee. Therefore, any of Speaker's products acquired by the promoter whether at this event or through any other means will not be included in any lending library. Agent for the Promoter is the person responsible for Promoter's compliance with this provision now and during the continuing period.

16. Legal Fees: If either party needs to retain an attorney to protect any of its rights under this Agreement, the party whose breach necessitated such action shall pay attorney's fees of 15% of the amount of the claim plus all costs incurred as a result, including costs associated with filing and pursuing such a lawsuit. If mediation and/or binding arbitration is available, both parties herewith agree to same before involving attorneys.

17. Termination of Agreement: Should Promoter determine prior to 30 days before the Event that Promoter wishes to cancel the Event, Speaker will have incurred a loss as the date or dates could have been used to book other events, rendering these dates as non-income producing because sufficient time will not exist to promote an other event(s) during these date(s). Therefore Promoter agrees that a termination fee of

\$2,000.0 shall be paid to Speaker immediately upon notification of cancellation. If Speaker cancels, then Promoter receives a \$5,000 fee.

18. **Confidentiality:** This entire Agreement is confidential, and the parties are bound herein not to discuss this Agreement with any other person without the express approval of each other. Speaker agrees not to do any speaking engagements 30 days before or after our event in the same County.

19. **Force majeure:** Neither Promoter or Speaker shall be in default of the terms of this Agreement because either party delays performance or fails to perform such terms; provided such delay or failure is not the result of either party's intentional or negligent acts of omissions, but the result of causes beyond the reasonable control of such party. For example, if a fight is delayed or cancelled, this is beyond the Speaker's control or if the power goes out during the Event, this is beyond the control of the Promoter.

20. **Sole Contract:** This writing contains the full essence of the Agreement between the parties hereto, and there are no other representatives or understandings, either verbal or written, between the two parties.

21. **Binding Agreement:** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their perspective heirs, personal representatives, successors and/or assigns. This includes that the appropriate terms of this agreement should be made known to such people as the Promoter's Newsletter Editor, the Publicity Chairman and the Meeting Leader (the person conducting the evening meeting).

22. **Jurisdiction:** This agreement shall be governed by the laws of the State of Florida.

23. **Additional Provisions:** Once the contract has been executed by Promoter, Speaker will sign and fax back signature page to Promoter at the below fax number.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year written below.

As to Promoter:

Sign _____

Name: (print) _____ Date _____

Title: _____

Contact Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

Email: _____ Cell: _____

As to Speaker:

Sign: _____

Name: (print) _____ Date _____

Title: _____

Contact Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

Email: _____ Cell: _____

24. Counterparts: This Contract may be signed in counterparts. Both Counterparts shall constitute the Contract.