



SPEAKER AGREEMENT

The **SPEAKER AGREEMENT** for the personal services of an individual to speak/present/lecture at the event described below is made between Grayson College and the undersigned Speaker, hereinafter called the "Speaker," for the professional services of the Speaker.

1. **EVENT DESCRIPTION:** _____

Date(s): _____ Time(s): _____

Event Location: _____

Speaker Travel Requirements:

2. **SPEAKER'S NAME:** _____

Social Security Number & Completed W-9 (Required): _____

Permanent Mailing Address: _____

Phone and Email: _____

If Speaker is represented by an Agent and payment is to be made to Speaker's Agent, the following information must be supplied:

Agent's Name: _____

FEIN Number (required): _____

Permanent Address: _____

3. **COLLEGE CONTACT:** Name: _____

Department: _____ Title: _____

Campus Address: _____ Phone: _____

Email: _____

Personal Appearance Services

Grayson College will engage Speaker to perform and conduct services as a speaker/presenter/lecturer in accordance with the terms of this Agreement. Speaker agrees and acknowledges that he/she is qualified to provide Services, has accurately represented his/her qualifications to Grayson College, and shall perform Services in a professional manner.

4. **TOPIC:** _____

Is your class/event eligible for CEU credit (Yes/No): If so what type? _____

5. **TECH/AV REQUIREMENTS:** _____

6. **COMPENSATION:**

- a) Speaker shall serve as an independent contractor of Grayson College and shall not hold any other position or office within Grayson College. Speaker is not an employee of Grayson College. The Speaker has the exclusive control over the means, methods and details of fulfilling his/her obligations to provide Services as outlined in the Agreement.
- b) Speaker shall be paid at the rate set forth below. Payment shall be due within (30) thirty days after the Speaker completes Services. As the Speaker is an independent contractor, no deductions or withholdings applicable to payments employees shall be made from payments to Speaker pursuant to this Agreement, except as required by applicable law.
- c) Grayson College shall report income to Speaker on IRS FORM 1099-MISC. It is agreed that it is the obligation of the Speaker to report as self-employment income all compensation received by the Speaker from Grayson College pursuant to this Agreement. Speaker shall indemnify Grayson College and hold it harmless to the extent of any obligation imposed by law upon Grayson College to pay any Federal, State, or local withholding taxes, social security, medical, dental, workers' compensation, disability insurance, or similar items in connection with any payment made to Speaker by Grayson College pursuant to this Agreement.
- d) The compensation set forth below is understood to be the Speaker's presentation only, and no additional activities, discussion groups, receptions, dinners, press interviews, television and radio arrangements shall be expected of the Speaker unless expressly contained in the Agreement.
- e) Grayson College will reimburse the Speaker for expenses as agreed to below with the requirement that all expenses be documented. All original receipts must be included with the Speaker's invoice; prior to submission for payment by Grayson College.

Fee/Honorarium	_____
Lodging	_____
Meals	_____
Transportation	_____
Other	_____

TOTAL COMPENSATION \$ _____

State CASH ADVANCE DEPOSIT amount if it is required by Speaker: \$ _____

If the Speaker requires payment at the time of the event, please note here the amount:

7. **PAYMENT:**

All payments will be in the form of a check issued by Grayson College and will be payable to Speaker or Agent as indicated above within (30) thirty days of receipt of the Speaker invoice with original receipts.

8. **LIABILITY:**

- a) Grayson College is insured for liability protection. Such protection applies to Grayson College and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.
- b) Grayson College agrees to provide liability protection for its officers, employees, and agents while acting within the scope of their employment.
- c) Speaker agrees to hold Grayson College harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of Grayson College while acting within the scope of their employment where protection is afforded.

9. **DISPUTES:**

- a) The Speaker Agreement and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Texas.
- b) All disputes shall be submitted in writing to President's office, 6101 Grayson Dr., Denison, Texas, 75020 for review and consideration. The President has final authority for all disputes not resolved with the Speaker contact or VP of Business. Disputes regarding the terms of the Speaker Agreement or claims arising out of its execution or performance may be resolved in any Texas court with competent jurisdiction.
- c) The Speaker Agreement, and the terms and conditions contained herein, may be enforced by Grayson College and by each Speaker who is a party to the Speaker Agreement, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Speaker.

10. **CANCELLATIONS:**

- a) **Cancellation by Grayson College.** The Speaker understands that his/her Services are only needed pursuant to the date agreed upon as noted above (the Event). Should Grayson College breach the Agreement due to unforeseen circumstances within 30 days of the event date, they will be responsible for a maximum cost to equal 50% of the agreed Speaker fee, not including any travel expenses.
- b) **Cancellation by Speaker.** Speaker understands and agrees that Grayson College is relying upon his/her promise to appear for and provide Services and that it is likely that Grayson College has publicized Speaker's appearance following the execution of the Agreement. Speaker further acknowledges that should he/she cancel, Grayson College may suffer damages. Speaker and Grayson College agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of the Agreement. Therefore, Speaker agrees that in the event that Speaker fails to provide Services or commits a breach of the Agreement for any reason other than "Act of God," Speaker shall pay Grayson College, as damages the amount equal to the agreed upon Speaker fee. For the purposes of this Agreement, an "Act of God" shall mean a sickness or disease of Speaker (subject to verification through appropriate medical documentation), fire, flood, natural disaster, bad weather or mechanical issues which delay and/or cancel flights, war, invasion, act of foreign enemies, civil war, or other terrorist activity.

11. **MISCELLANEOUS:**

- a) No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to the Speaker Agreement, initialed by the Speaker, relating to and permitting such recording, reproduction, or transmission.

- b) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify Grayson College against any liability or damages, including attorney fees, which may arise as a result of a violation by Speaker of any applicable copyright laws.
- c) Sale of any souvenir items or programs by Speaker shall only be permitted upon specific written amendment to the Speaker Agreement with Grayson College no later than (30) thirty days prior to the date of engagement, and then is subject to the terms listed.
- d) Details and manner of the development of the presentation/speech are under the control of the Speaker; however, Grayson College has the right to direct Speaker to discontinue any activity constituting a violation of Grayson College policy, as well as any federal, state, or local laws. Grayson College has the right to request IN ADVANCE a copy of the Speakers presentation for review and approval prior to the event.
- e) Anticipated starting times specified in the Speaker Agreement, subject to minor modifications because of unanticipated occurrences require the Speaker to be at the location of the event at least one hour prior to the scheduled time of commencement to allow for A/V checks, etc.

12. ENTIRE AGREEMENT AND NOTICE:

- a) This Speaker Agreement constitutes the entire agreement between the parties.
- b) Any requirements that Grayson College comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by Grayson College, in writing by the persons listed below, in advance of the Speaker Agreement execution or are made part of this Speaker Agreement prior to the signing of the Speaker Agreement by Grayson College.
- c) This Agreement may be modified or amended in writing signed by authorized signatories of the Speaker and Grayson College. All Agreement amendments shall be issued by Grayson College Designee and/or VP of Business as noted in the Agreement.

13. EXECUTED CONTRACT SIGNATURE: The Speaker Agreement cannot be changed, modified, waived or discharged in whole or in part except in writing and signed by the parties hereto. This Agreement shall be binding upon the execution of the both parties. Speaker may not assume or delegate any of his/her responsibilities, rights, duties or obligations under this Agreement. All services performed under this Agreement shall be performed by Speaker, except as otherwise permitted in writing by Grayson College.

I have read the Terms and Conditions of the Speaker Agreement, and acknowledge that I am bound to the terms and conditions set forth in the Agreement. I acknowledge that I am entering into the Agreement voluntarily and further acknowledge that I have had the opportunity to consult with an attorney prior to signing below.

The parties have agreed to and executed the Speaker Agreement as of the dates indicated below:

Grayson College:

Speaker or Speaker Agent:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____