



SPEAKER AGREEMENT

Date:

CLIENT: SPEAKER/ENTERTAINER:

Date of Program:

Presentation Length/Time:

Meeting Name:

Fee:

Additional Expenses:

Program Format:

Title or Topic:

Location:

Audience Profile:

On-Site Contact:

Special Instructions:

Speaker's Arrival:

Speaker's Attire:

Audio/Visual Requirements:

_____ and _____ signature above will serve as acknowledgment and acceptance of the Additional Agreement Provisions set forth on the second page of this contract.

1. Venue and Audience. CLIENT agrees to provide a well-lit, temperature-controlled, and proper place for the program. CLIENT agrees to limit the

audience to no more than the legal number permitted in the location where the program is scheduled.

2. Grounds for Nonappearance. In the event CLIENT fails or refuses to provide any of the items herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the program, SPEAKER shall have no obligation to perform.
3. Payment of Deposit and Balance in Event of Cancellation. In the event of breach or cancellation of this Agreement for any reason by CLIENT # days or more prior to the program, CLIENT agrees that the entire deposit equaling % of the fee shall be due to Speaker.
4. Cancellation by SPEAKER. In the event of any breach by SPEAKER of any agreement between SPEAKER and CLIENT, or of any failure to appear at the program for any reason, SPEAKER agrees to refund any deposits previously received from CLIENT for the program.
5. Status, Taxes, and Insurance. CLIENT agrees that SPEAKER is an independent contractor and therefore assumes all responsibility for their own withholding tax, social security, state tax, public liability, and worker's compensation insurance in the Continental US. As an independent contractor, SPEAKER shall have exclusive control over the means, methods, and details of fulfilling their obligations with reference to the program. CLIENT is responsible for paying all state taxes and music licensing fees associated with any and all parts of SPEAKER's program. CLIENT assumes responsibility for any applicable taxes, work permits, or any other fees associated with working outside of the Continental US. Fees quoted are in US dollars.
6. Additional Appearances. The fee as stated in this Agreement is for SPEAKER's presentation as set forth in this Agreement. Any additional activities or requests of SPEAKER are to be treated independently.
7. Indemnity and Hold Harmless. CLIENT and SPEAKER agree and undertake to defend, indemnify, and hold free and harmless both parties from and against any and all liabilities, losses, damages, expenses, costs, claims, demands, or causes of action ("claims"), including without limitation all attorney's fees, arising solely out of, or solely in connection with, any breach of any covenant or condition of this Agreement by all parties, including without limitation any breach of Paragraph 1 above, and/or any claims relating to the subject matter of this Agreement whatsoever. CLIENT and SPEAKER shall give both parties thirty (30) days written notice of any claim from the date either party receives notice of any claim subject to this Paragraph. The covenants and conditions contained in this paragraph shall survive and continue in full force and effect following termination of this Agreement.
8. Mandatory Arbitration. Any and all claims, controversies, disputes, actions, or demands whatsoever arising out of or in any way related to this Agreement or the enforcement thereof, shall be subject to mandatory binding arbitration in City, State of our Chapter in accordance with the rules of the American Arbitration

Association. The decision of the arbitrator shall be final and non-appealable. Arbitration shall occur within thirty (30) days after appointment of the arbitrator except as the parties may otherwise agree in writing. At arbitration, any relevant evidence may be presented by either party. Any party may make the decision a part of the file of the court. In the event the arbitrator performs any services or incurs any costs in resolving any of the issues assigned to him, he shall determine how his costs and fees should be divided and apportioned between the parties. The arbitrator shall have the authority to assess and award attorney's fees and costs to the party who prevails on any application to him or her.

9. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, national health emergencies which threaten travel and/or public gatherings, lockouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Parties of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist. .
10. Governing Law, Jurisdiction, and Venue. This Agreement is executed and delivered and is intended to be performed in the State of our chapter, and to the extent permitted by law, the execution, validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of our chapter state. This Agreement is to be deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the other parties.
11. Attorney's Fees and Costs. The parties hereto mutually agree to pay all costs and expenses of the prevailing party, including without limitation collection of agency fees and expenses, all attorney's fees, and costs of suit or arbitration which the prevailing party may incur in the exercise, preservation, or enforcement of its rights, powers, and remedies to enforce the terms of this Agreement.
12. Amendment and Modification. No changes, additions, or deletions may be made to this contract without prior written consent of both parties.
13. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no representations, covenants, or undertakings other than those expressed or referred herein. Each party acknowledges that no other party or any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, express or implied or statutory, not contained or referred to herein, concerning the subject matter hereof, to induce it to execute this Agreement, and each party acknowledges that it has not

executed this Agreement in reliance on any such promise, representation, or warranty not specifically contained or referred to herein.

14. Authority. Each signatory to this Agreement expressly warrants that he, she, or it has the authority necessary to execute this Agreement and thereby bind the party on whose behalf each signatory purports to execute this Agreement.
15. Warranty and Indemnification. SPEAKER warrants and represents that any material provided in connection with this agreement will be original and no part of the material will knowingly infringe upon or violate the rights of any person or entity, to the best of the SPEAKER's knowledge, including, without limitation, any copyrights, trademarks, or rights of privacy or publicity. SPEAKER is responsible for obtaining all necessary permissions for use of material that is separately copyrighted, trademarked, or service-marked. SPEAKER shall hold APWA harmless and defend against any and all claims of infringement resulting from materials supplied by SPEAKER in the course of fulfilling this Agreement. The parties agree that the foregoing warranties do not, and will not, apply to material provided to the SPEAKER by APWA.

APWA – Chapter
Name
Name of Person
Signature of Person
Date

Speaker Name/ Business

Name of Person
Signature of Person
Date