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| ***TEMPLATE –******Contract/Agreement initiated by a Student Organization for an event involving a speaker****Instructions:**Please fill in any highlighted section with the appropriate answer and then DELETE the highlight over the section. For example,* **[STUDENT ORGANIZATION,] 🡪 Reveille Fan Club**. *You will repeat this process for all the other sections that are below. You may edit this template however you see fit for your organization and the establishment/facility. Please refer to the Contract Checklist to ensure you have all the necessary sections for basic protection**Please note any GREEN highlighted sections are instructions to help guide you in an event that you need them. Once you have the appropriate answer, DELETE the highlighted section.* *Once this is completed, DELETE the instruction box before turning in your final copy.*  |

**Speaker Agreement**

**[NAME OF SPEAKER]**

**And**

**[STUDENT ORGANIZATION]**

**A recognized student organization at Texas A&M University**

This Speaker Agreement (“Agreement”), when signed by the parties, shall constitute a contract by and between [STUDENT ORGANIZATION], a recognized student organization at Texas A&M University, (hereinafter referred to as "CLIENT") and NAME OF SPEAKER (hereinafter referred to as “SPEAKER”) dated DATE.

1. CLIENT contracts the services of SPEAKER as outlined herein:

Title:

Date:

Time: Outline speaker’s schedule, including soundcheck (if applicable), speaking time, Q&A (if applicable), etc.

Venue:

1. CLIENT agrees to pay SPEAKER $AMOUNT all inclusive, for the rendition of services called for herein: To engage SPEAKER as (Update based upon Student Organization needs/goals. Be detailed!) - The goal of this presentation is to ….
2. CLIENT also agrees to provide (update to reflect anything beyond the payment amount the Student Organization has agreed to provide, could include the items listed below – delete those that are not applicable. I recommend paying a flat fee for all agreements so that the speaker is responsible for their own travel, lodging, etc.):
	* 1. Lodging – if provided, specify number of rooms, type of room(s), and date(s). For example, “…to include one (1) non-smoking, king hotel room or equivalent at the HOTEL in College Station, TX for the night of DATE. It is understood that SPEAKER is responsible for any incidental room charges and/or expenses;”
		2. Meals – if provided, detail type and amount;
		3. Flight – if provided, detail roundtrip coach class ticket to/from College Station, TX and city of origin and specify dates of travel;
		4. Local ground transportation while SPEAKER is in College Station, TX. Transportation will be provided in rented vehicles by student members of the student organization.
3. It is understood that SPEAKER/SPEAKER will be responsible for the coordination and payment of all travel arrangements. It is also understood that arrangements will be made so that SPEAKER is prepared to present at the contracted time. Should SPEAKER fail to arrive at event site prepared to speak at the contracted time, CLIENT has the right to cancel the engagement at its discretion. Should this result in the agreed performance not occurring, SPEAKER/SPEAKER agrees to reimburse CLIENT for any and all documented out-of-pocket expenses related to this agreement.
4. Check will be made payable to: NAME

 ADDRESS

 ADDRESS

Payment is to be made by CLIENT check within two (2) weeks of the completion of the terms of this Agreement OR immediately following SPEAKER’s completion of the terms of this agreement. This amount represents the total sum payable by CLIENT for services hereunder and any other expenses incidental to the presentation will be the sole responsibility of SPEAKER/SPEAKER, unless otherwise specified in this contract. There are no reimbursable incidental expenses specified in this contract.

1. It is understood and agreed that SPEAKER will obtain the approval of CLIENT prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by this contract.
2. In recognition of the fact that the CLIENT Event is presented as a professional event, SPEAKER agrees to present material that is free of vulgarity, racism or other offensive material. Additionally, SPEAKER agrees to conduct himself/herself in a respectful, professional manner during all interactions with CLIENT’s students, staff, administrators, and conference participants.
3. SPEAKER’s presentation will be part of a larger event entitled CLIENT Event which will consist of several speakers, workshops, and a career fair. CLIENT retains sole right to select all conference speakers and presenters.
4. All advertising will be billed as the CLIENT Event and all of the conference speakers and presenters will be included in all advertising.

1. SPEAKER shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which SPEAKER is a member or may be contractually bound including the fees of any agency. SPEAKER further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of CLIENT is the responsibility of the SPEAKER. SPEAKER shall indemnify, hold harmless, and defend CLIENT, its officers or employees, from and against SPEAKER for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material performed under this agreement.
2. Neither party is required to perform any term, condition, or covenant of this contract if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome. In the event that the engagement of SPEAKER/CLIENT should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone followed immediately by a fax copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
3. If a breach by SPEAKER of any provision of this contract, for any reason other than a force majeure as a set out in Item #5 above, results in the agreed performance not occurring, SPEAKER agrees to reimburse CLIENT for any and all documented out-of-pocket expenses, including but not limited to, advertising expenses an local production expenses. Payment will be due in full sixty (60) days from the contracted performance date.
4. SPEAKER understands that possession and/or consumption of intoxicating beverages in undesignated areas or other illegal substances on the campus of Texas A&M University is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders the SPEAKER incapable of fulfilling the terms and conditions outlined in this contract, CLIENT may cancel this contract without liability on the part of the CLIENT.
5. SPEAKER agrees to provide the CLIENT's representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of engagement. The host for this event is NAME, who may be reached at NUMBER and/or E-MAIL.
6. It is recognized and understood that CLIENT does not maintain insurance coverage. Additionally, as a recognized student organization CLIENT is not able to indemnify another party through a contractual agreement or by any other means.
7. SPEAKER grants CLIENT permission to use the name and photo of SPEAKER in all event promotions.
8. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of SPEAKER to satisfy any Actor’s Equity or similar union or guild requirements concerning notification that photographs are being taken.
9. SPEAKER hereby grants permission for CLIENT to tape record and/or videotape presentation. The tape(s) will remain the property of CLIENT. Videotaping will be for archival purposes and to showcase highlights of the event on CLIENT’s website. A copy of any footage taken during SPEAKER performances will be sent to SPEAKER upon request.
10. CLIENT shall in good faith use best efforts to prohibit the unauthorized reproduction of SPEAKER’s performance in the form of broadcasting, video-taping or audio-taping.
11. It is understood and agreed that nothing contained in this agreement shall require CLIENT to violate Texas A&M University Regulations, or any state or federal laws or regulations.
12. CLIENT will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.
13. SPEAKER shall hold harmless CLIENT, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of the SPEAKER or its employees, agents, or representatives.
14. In signing, CLIENT does so as presenter of the presentation and not as employer, producer or operator.
15. CLIENT will not be liable to the SPEAKER for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of the CLIENT.
16. SPEAKER must notify CLIENT of any and all "Sponsors" or "Underwriters" or any entity other than SPEAKER who is receiving promotional consideration from SPEAKER. CLIENT reserves the right to limit any promotional/Sponsor activities that do not meet the requirements of SPEAKER/technical quality, or do not contribute to CLIENT's goals.
17. The parties agree that CLIENT will be permitted, without penalty under this Agreement, to strictly comply with Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.
18. This Agreement contains the entire understanding of the parties and shall be amended or modified only in writing by the SPEAKER and the CLIENT on its behalf. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the state of Texas.
19. As a recognized student organization at Texas A&M University, CLIENT may enter into agreement on behalf of its leadership and membership. CLIENT is not authorized to commit Texas A&M University to any part of any agreement except as is consistent with university rules and regulations.

Signatories warrant that they are duly authorized representatives of the parties to this contract.

ACCEPTED AND AGREED:

FOR: [STUDENT ORGANIZATION] FOR: [SPEAKER NAME]

 A Recognized Student Organization Address: ADDRESS

 Texas A&M University ADDRESS

 ADDRESS

 ADDRESS

BY: BY:

 Chief Student Leader, [STUDENT ORGANIZATION]

DATE: DATE:

REVIEWED BY:

 Advisor, [STUDENT ORGANIZATION]

DATE: