

[The following is a white-labeled version of Jay's actual speaker contract. There are dozens of variations on the market. Please customize this to suit your needs. All fields requiring editing per client are blue.]

Speaking Agreement

Event Name 2024

Prepared on: 10/31/23 Example LLC

Town, NY 01234

555 Street Rd

Agreement prepared for:

Jane Doe

Agreement prepared by:

Jay Acunzo

example@example.com

555-555-5555

SPEAKER AGREEMENT

AGENCY: Example LLC

SPONSOR: Acme Inc

ARTIST: Jay Acunzo

EVENT: Event Name 2024

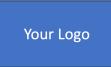
AGREEMENT DATE: October 31, 2023

This Speaking Agreement is hereby entered on October 31, 2023 between Example LLC ("Agency") and Acme Inc ("Sponsor") and is subject to the following terms and conditions.

EVENT DETAILS		
NAME:	Event Name 2024	
DATES:	March 20-22, 2024	
LOCATION:	This Venue (City, CA)	
PERFORMANCE DATE(S) AND TIME(S)		
TIME:	9:30am PT	
TOPIC:	Title of Talk: Subtitle of Talk	

Fee Includes:

• One (1) 45-minute keynote presentation



- Audience Q&A / networking time to follow
- A roughly 3-minute video promo for the event*

*optional for the event organizers to select if desired

PAYMENT

In consideration of the services described above, the Sponsor agrees to pay the Agency a fee in the amount of

\$N USD.

Subject to the terms below, a non-refundable fee of \$N USD (50% of the total fee) is due within 30 days after the signing of this Agreement. The balance amount of \$N USD is due five (5) days prior to the event date.

If the entire balance is not received by the Agency at the time of the event, the Artist reserves the right not to perform and the Sponsor shall reimburse the Agency for the airfare and lodging actually incurred by Artist for the duration of the stay.

BILLING INFORMATION

Sponsor shall provide the following billing information for the Agency or Artist to

forward an invoice for services or expenses:

BILLING DETAILS	
NAME:	NOTE: You may opt to complete this entire table if you have the info. Otherwise, leave all 3 rows blank and instruct the client to fill it in.
ADDRESS:	
EMAIL:	

PAYMENT REMITTANCE

ACH PAYMENTS **preferred method of payment

ACCOUNT TITLE: Name

ACCOUNT TYPE: Type

ACH ABA ROUTING NUMBER: NNNN ACCOUNT NUMBER: NNNN

BANK NAME: Name

BANK ADDRESS: Address

BANK PHONE: 555-555-5555

IF PAYING BY CHECK, MAKE PAYABLE TO:

Your Name 12 Street Rd City, MA 01234

TRAVEL AND LODGING

AIR & GROUND TRANSPORTATION

This is often highly dependent on the speaker. Jay prefers to say this when quoting his fee, which informs the language: "I handle all my travel but ask that you / the client book (N) nights' stay at the event hotel." Below is how the contract language shows up, given that statement:

The Artist will arrange for airfare and ground transportation to and from the event venue in City, CA from the Artist's home in City, MA.

LODGING

The Sponsor will arrange for **two (2) nights' accommodations** at the hotel associated with the event. If multiple hotels are associated with the event, Sponsor will arrange the Artist's accommodations at the location closest to the event venue.

AUDIO / VIDEO

TECHNICAL REQUIREMENTS

Artist will require a technical check at least sixty (60) minutes in advance of the presentation.

Sponsor agrees to provide a lavalier microphone, a hand-held slide advancer (clicker), confidence monitor, and bottle of water on stage for the Artist.

Artist will provide PowerPoint slides in 16:9 aspect ratio, built on a MacBook Pro, to the Sponsor with any audio/video files embedded.

PRESENTATION RECORDINGS

If the Sponsor records the presentation or program or any part thereof, a full resolution

copy must be sent to the Agency or Artist within thirty (30) days of the event date.

CANCELLATION POLICY

It is understood that this Agreement is binding on both parties, it cannot be canceled except as follows: The Agency and Sponsor mutually agree that either party may cancel this Agreement and all parties shall be released from any liability or damages hereunder if the Artist or Sponsor is unable to fulfill the terms of this Agreement due to an Act of God or any legitimate condition beyond reasonable control of the Artist or Sponsor. However, it is agreed by both parties that best efforts will be made by both parties so that the program be presented as scheduled; if the Artist is unable to appear, the Agency shall use good faith efforts to provide a replacement who is acceptable to Sponsor.

In the event of cancellation of this Agreement by the Artist, or should the Artist be unable to appear as scheduled due to illness of a nature that requires cancellation or an unforeseen, legitimate emergency reasonably out of the control of the Artist, the Agency will not have any liability for expenses or losses incurred by the Sponsor but Sponsor will be entitled to a full refund of any portion of the Artist's fee previously paid, and will not be liable for any subsequent fee payment to the Artist.

Otherwise, the following cancellation policy will control for cancellations by the Sponsor:

- 1. Cancellation up to 60 days prior to the event full reimbursement of fee
- 2. Cancellation between 8 and 60 days prior to event 75% reimbursement of the fee
- 3. Cancellation in the last 7 days prior to event 50% reimbursement of the fee

In the event that the Artist is unavoidably delayed but arrives and presents his program in full as directed by the Sponsor, the engagement shall be considered completed as agreed. Any delay in the Artist's appearance shall not subject the Agency to liability.

ADDITIONAL TERMS

ADDITIONAL ACTIVITIES

This Agreement is understood to be for the Artist's presentation only and no additional activities, discussion groups, receptions, dinners, press interviews, television or radio arrangements shall be planned by the Sponsor, nor expected of the Artist, unless expressly contained as part of the terms of this Agreement or expressly agreed upon in writing prior to the date of the event.

INDEPENDENT CONTRACTOR

It is understood that the Artist is an independent contractor and therefore assumes all responsibility for income taxes, employment taxes, business licensing for the Artist's business, and for obtaining and maintaining commercially reasonable levels of public liability insurance as well as legally required amounts of worker's compensation insurance, all as relates to the Artist's performance of the services described herein. As an independent contractor, the Artist shall have exclusive control over the means, methods and details of fulfilling the obligations stated above.

PROPER FACILITIES

Sponsor shall provide a well-heated, lighted and proper place for the program, in good condition, together with any necessary accessories and properties including Internet connection, a projection system, microphones and amplification system in proper working condition.

AGENCY LIABILITY

Sponsor acknowledges that the Agency acts as the Artist's agent and shall not be liable in any way for the Artist's actions including, but not limited to, his acts, omissions or statements, other than the obligations assigned to the Agency in this Agreement (e.g., ensuring the Artist actually provides the services as described herein).

GOVERNING LAWS AND ATTORNEYS' FEES

Any dispute arising from this contractual relationship shall be governed by the laws of the State of Massachusetts. Any party who prevails in any legal dispute involving this Agreement shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its reasonable attorneys' fees.

-- SIGNATURE PAGE TO FOLLOW --

SIGNED

The undersigned representatives of the Agency and Sponsor warrant that they have the express authority to enter into this contract. Both parties rely on this representation.

SPONSOR	
NAME:	

Your Logo

_	
SIGNATURE:	
DATE	
AGENCY	
NAME:	Your Name, Your Title (or Owner, Example LLC)
SIGNATURE:	

DATE