



Keynote Contract Template

IMPORTANT NOTICE BEFORE USE

Prior to official use of this contract, please ensure that your attorney and/or legal advisor(s) carefully review this contract as it pertains to your business. Tiamo De Vettori and Musicpreneur Academy are not responsible for any and all negotiations between you and companies, schools, or organizations that potentially book you to speak. Please remove the Motivational Musician header logo prior to using this contract.

SPEAKER CONTRACT

<Insert Conference Name>

This AGREEMENT is made between Company Name, Address and **<insert "Speaker Name">**, ("Speaker"), **<insert Address, City/Province, State, Country>** on this the **<Insert day>** day of **<Insert Month, Year>**

I. Engagement

The speaker, to the best of his/her ability, shall present the following session(s) at the **<insert conference name>**, ("Conference") to be held in **<insert conference location>** at the **<insert venue name>**.

Title of Session(s):

Topic(s):

Date and Time:

II. Term of Agreement

This Agreement shall continue in effect until:

A. Canceled by either party as set forth in this Agreement; or

B. Completion of the session presentation(s) by Speaker provided, however, that in the event of cancellation pursuant to this Agreement, or upon death, disability, or other incapacity resulting in the inability of Speaker to present the session(s) required ("cancellation"), this Agreement may be terminated and all consideration due shall cease as of the date of cancellation.

III. Compensation

As consideration for services to be rendered by Speaker under this Agreement, COMPANY NAME shall provide the Speaker:

A. Complimentary Conference registration.

B. Hotel accommodations for **X** nights (only when arranged by COMPANY NAME). In the event the Speaker must stay at the hotel for additional nights due to travel delays through no fault of Speaker, COMPANY NAME shall pay all hotel accommodation costs for such additional night(s).

C. Stipend of **US\$XXXX (spell out the amount indicated)**. Speaker acknowledges that such stipend includes Speaker honorarium, if any, as well as monies for reimbursement of all Speaker expenses including air travel, ground transportation, and meals. No additional monies shall be made to Speaker for reimbursement of expenses. Such stipend shall be paid to speaker on or before **<insert month, date, year>**.

Performance

Speaker shall present the session(s) set forth in this Agreement and shall:

A. Abide by the deliverable dates listed below: **(insert the deliverables and dates due)**:

Deliverable(s):

Speaker Contract

Audiovisual Request Form

Session Hand-Out(s)

Session Presentation

Due:

<insert date>

<insert date>

<insert date>

<insert date>

B. Promptly reply to all email correspondence from COMPANY NAME.

C. Not defame, slander, or libel any person, firm or corporation.

D. Present session(s) according to COMPANY NAME Standards of Professionalism and shall not denigrate COMPANY NAME, its programs or representatives in any manner.

E. Agree and state that all materials and content presented by Speaker do not infringe or violate any copyright, trademark, patent, or intellectual property rights of any person or entity.

F. Not sell, promote, or endorse any particular product, service, or device at any time during the session presentation(s) unless prior consent and approval is given by COMPANY NAME.

IV. Failure to Perform

In the event of failure or refusal of Speaker to perform Speaker's obligations under this Agreement (other than failure to perform for reasons beyond Speaker's control), all costs, charges and expenses COMPANY NAME incurs shall be part of the damages to be paid by Speaker to COMPANY NAME as a result of such failure or refusal to perform, including but not limited to attorney's fees and expenses

V. Independent Contractor Relationship

Speaker is an Independent Contractor. Speaker is not an employee, servant, agent, partner, or joint-venture of COMPANY NAME at any time contemplated by this Agreement and shall not represent Speaker's opinions to be that of COMPANY NAME. Speaker, at all times, shall state that Speaker's opinions are those of Speaker and NOT those of COMPANY NAME and that if any media or other materials are used, they shall so reflect.

VI. Risk

Speaker shall present the session(s) stated in this Agreement. Speaker shall indemnify and hold harmless COMPANY NAME from any claim, demand, loss, liability, damage, or expense arising in any way from the Speaker's performance of services.

VII. Law and Venue

This Agreement shall be governed by and construed in accordance with STATE law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in COUNTY NAME, STATE.

VIII. Cancellation

COMPANY NAME reserves the right to cancel this Agreement and replace Speaker if the specified due dates for deliverables are missed. COMPANY NAME reserves the right to cancel any session, change the length or size of any session, or change the place of any session at its discretion.

In the event of cancellation and/or changes, COMPANY NAME agrees to inform speaker of such cancellation and/or changes well in advance of the event, with a minimum of sixty (60) days notice, unless such notice is not possible due to unforeseeable circumstances. COMPANY NAME shall not be liable for any expenses, costs, or damages incurred by Speaker except for any expenses incurred and not recoverable. If Speaker desires to cancel, Speaker agrees to provide sixty (60) days written notice to COMPANY NAME of cancellation prior to his/her first scheduled session.

IX. Speaker and Session Promotion

Speaker information will appear as written below in all conference marketing materials and the on-site conference brochure.

<insert Speaker Name>

<insert Speaker Title>

<insert name of Speaker's company/organization>

<insert city, state>

- ☐ **Yes, the information as it appears above is correct.**
- ☐ **No, the information as it appears above is incorrect. The corrections are provided below.**

Optional: Speaker may elect to have additional contact information provided in the conference marketing materials and/or on-site conference brochure.

<insert Speaker's business mailing address>

<insert Speaker's email address>

☐ **Yes, the information above can be provided in the conference marketing materials and/or on-site conference brochure.**

☐ **No, the information above cannot be provided in the conference marketing materials and/or on-site conference brochure.**

X. License for Content archiving/capture

A. Speaker grants to COMPANY NAME a non-exclusive license to use Speaker's presentation and handout materials (collectively "Speaker Property") in any manner COMPANY NAME deems appropriate including, but not limited to, the reproduction, distribution, creation of derivative works, and display on the internet of Speaker Property, with COMPANY NAME retaining the proceeds derived from such distribution and use of Speaker Property.

B. Speaker also agrees to work directly with the company performing these services for COMPANY NAME and follow all deadlines to provide PowerPoint presentations and handouts that may be associated for content archiving.

Please indicate your choice below:

☐ **YES, I agree to the content archiving/capture of my session(s).**

☐ **NO, I do not agree to the content archiving/capture of my session(s).**

Please sign and date below, and return this agreement by <insert date> to <Project Lead's Name, Title> by fax <XXX-XXX-XXXX> or email <insert email address>. Retain a copy for your files.

<Print speaker's full name>

Date

<Print company representative's full name>

Date

<Speaker's signature>

Date

<Company representative's signature>

Date

U.S. Speakers: A Federal Employer Identification Number (FEIN) or Social Security Number (SSN) is required. Speaker will receive a 1099.

Speaker's FEIN

Speaker's SSN

Speaker's Signature

Date