

SPEAKERS BUREAU/AGENCY CUSTOMER AGREEMENT

BUREAU / AGENCY:

DATE OF CONTRACT:

CUSTOMER:

EVENT NAME:

DATE OF EVENT:

SPEAKER:

FEE:

EXPENSES:

LOCATION OF EVENT:

SCHEDULE OF EVENTS:

CUSTOMER CONTACT:

FACILITY CONTACT:

CONTACT PHONE:

PHONE:

CONTACT FAX:

FAX:

CONTACT EMAIL:

EMAIL:

SPECIAL TECHNICAL / AV REQUIREMENTS:

NUMBER OF ATTENDEES:

PAYMENT TERMS

DEPOSIT AMOUNT:

DEPOSIT DUE DATE:

BALANCE AMOUNT:

BALANCE DUE DATE:

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, 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.

To confirm this contract, please sign and return both copies of this agreement with your deposit by the DEPOSIT DUE DATE. A fully executed copy will be returned to you.

Thank you.

By: _____ Date: _____

By: _____ Date: _____

Additional Conditions of the Agreement

1. Cancellation Policy: As this Agreement removes the Speaker from the marketplace on the date(s) agreed upon, the following charges will apply: 50% of agreed upon fee is due with the signed contract. The full fee is due if Speaker is cancelled sixty days or less prior to the event date.
2. In the event the Speaker must cancel due to transportation problems beyond the control of the Speaker, illness, unforeseen emergency, or overriding professional responsibility, the Bureau/Agency will not have any liability for the expenses or losses incurred by the Customer. The Bureau/Agency will attempt to provide a comparable Speaker who is acceptable to the Customer. The Bureau/Agency agrees to refund the Customer, within 30 days, any deposits received from the Customer in the event the Speaker cancels the contract and the Bureau/Agency cannot provide a comparable Speaker who is acceptable to the Customer.
3. Copyrighted Work: Any of the following copyrighted materials are governed by the terms of this agreement: all training units, components, systems, workshops, training procedures, participant materials and other material in print and other media and services collectively referred to as ("Materials"), ordered by the Customer and accepted by the Bureau/Agency on and after the date of this agreement. It is understood that the Speaker's presentation may not be audio taped, video taped or broadcast without written permission from the Speaker or the Bureau/Agency.
4. Agency: Bureau/Agency acts only as booking agent for the Speaker. All logistics are the responsibility of the Customer. Customer agrees to provide an acceptable and licensed facility for the event, in good condition, together with all necessary stage accessories, properties and AV equipment as may be required by the Speaker.
5. Taxes: In the event that there are any sales taxes, admission taxes, gross receipts taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the speaking engagement is to take place, the Customer shall be wholly responsible for all such taxes and expenses in addition to any other payment due under the terms of this agreement. Notwithstanding the preceding sentence, each party shall be responsible for their own U.S. income taxes.
6. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Contract or agreed to later in writing.
7. It is understood that the Speaker operates an independent business and is not the agent, employee, independent contractor, or representative for the Bureau/Agency. Therefore the Speaker assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's compensation insurance. Further, the Speaker shall have exclusive control over the means, method and details of fulfilling the obligations to the Customer stated above.
8. This instrument sets forth the entire agreement between the Bureau/Agency, the Customer, and the Speaker. This agreement may not be changed, modified, waived, or discharged in whole or in part except by an instrument in writing signed by the parties hereto.
9. The representative of the Customer in signing this agreement warrants that he/she signs as a duly authorized representative of the Customer.
10. This Agreement shall be governed by, construed in accordance with, the laws of the state of _____ . (Insert your home state).
11. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules, including the Emergency Interim Relief Procedures, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
12. The speaker/event may not be publicized until this agreement is signed and returned along with the required payment.