

Speaker Engagement Contract

Guest Speaker + Speaker at Events



The following speaker engagement contract ("Speaker Engagement Contract") governs the relationship between Cheryl Garson - ABN: 26 441 841 334 trading as *Stella Hacienda* and the Company in connection with the service rendered as a Guest Speaker or for Speaking at Events.

SPEAKING ENGAGEMENT CONTRACT

Prepared for:

Guest Speaker - Cheryl Garson (of *Stella Hacienda*)

Prepared by:

Host Company Name - _____

This Speaking Engagement Contract (hereinafter referred to as the "Contract") is entered into and shall be effective as on _____ [Date] (hereinafter referred to as the "Effective date") By and Between Cheryl Garson, (hereinafter referred to as the "Speaker"), residing at 22 Tracey Street, Toowoomba, Queensland, Australia, 4350, and;

_____ [Host Company Name],
(hereinafter referred to as the "Company"), with its principal office at
_____ [Address].

The Speaker and the Company are collectively referred to as the "Parties" and individually as "Party".

WHEREAS the Company desires to hire the Speaker to educate and engage the audience;

WHEREAS the Speaker agrees to render the speaking services at the event

WHEREAS the Speaker has the expertise and experience required to speak at the event described herein.

THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties do hereby agree as follows...

Company Specifications

The Speaker shall align with the Company's specifications as mentioned below:

1. The Speaker shall engage the Company's audience for _____ [Number of Hours].
2. The Theme of the Speaker's speech shall be _____ [Mention Theme].
3. The Speaker shall align with the event's Purpose and not digress from the Theme.
4. The Speaker shall refrain from using foul language.
5. The Speaker shall adhere to the decorum of the event.
6. The Speaker shall not raise liability concerns for the Company.
7. _____ [Add More]
8. _____ [Add More]

Event Description

The Speaker shall speak at the _____
[Mention the Event Name] event.

The purpose of the occasion is to _____
[Mention the Purpose].

The details of which are as follows:

- Date: _____ [Mention Date]
- Venue: _____ [Mention the Location]
- Time: _____ [Mention the Event Time]
- Speaker Slot: _____ [Mention the Speaker Slot]
- Dress Code: _____ [Mention the Dress Code]
- Company Contact: _____ [Mention the Point of Contact]

NOTE: The Speaker shall reach the Venue _____ [No. of Hours] before the event begins. This shall help the Speaker be familiar with the location, learn the event flow, rehearse and test audio quality.

Mentioning of Significant Guests Attending

The guest of honour for the aforementioned event shall be _____
[Mention Guest of Honour Name]. The other notable inclusions are the senior management, Company's customers, and _____
[Mention the notable attendees].

TERMS AND SERVICES

1. Remuneration

The below rates have been reproduced from the Code of the Australian Society of Authors. The Company shall pay the Speaker as follows:

Items	Pricing	Actual Cost
1. Speaker - In conversation, one-off appearance (1 hour or less)	As an interviewee/subject - \$ 336.00 As a curator/interviewer - \$ 488.00	
2. Speaker - Panel appearance (1 hour or less)	As a panellist - \$ 257.00 As the panel chair/facilitator - \$ 505.00	
3. Speaker - Keynote (1 hour)	\$ 1000.00	
4. Overtime Allowance (per hour)	\$ 50.00	
5. Accommodation (per night)	\$ 220.00	
6. Meal (per day)	\$ 80.00	
7. Conveyance + Parking Fees	\$ 80.00	
8. _____ [Add More]	\$ _____	
Total (Inclusive of all Taxes)		\$ _____

2. Term

This Contract shall start on the Effective Date and shall end post the completion of the event.

3. Intellectual Property

Any proprietary information shared by the Speaker during the tenure of the Contract is rightfully the Speaker's existing intellectual property. The Company shall not claim any ownership over such intellectual property. However, ownership may be claimed only if the Speaker agrees in writing, to transfer such rights to the Company.

4. Recording

The Company may record all or part of the Speaker's presentation. The master copy of the recording shall reach the Speaker within 30 days after the event ends. The Company shall keep the recording for internal use only and shall not sell these copies. Should the Company wish to make other recording or distribution arrangements, the Company shall seek written permission from the Speaker.

NOTE: The event shall see the footfall of media channels, and therefore, requests such as photographs, sound-bytes, etc., may be entertained. The Company shall specify the limitations regarding such activities to the Media, and the Speaker shall abide by the same.

5. Equipment and Materials Specifications

The Company shall provide to the Speaker with the following equipment and materials:

- _____ [List the Equipment and Materials]
- _____
- _____

NOTE: The event location shall have _____
[Mention the Facilities]. If additional equipment and materials are required, the Speaker shall in writing extend such requests. The Company shall provide the needful on the basis of the feasibility of such requirements.

6. Payment Policy

- 6.1 The Company agrees to pay the Speaker a Total Sum of \$_____. The Speaker shall receive an advance of 50% of the Total Sum - and then 50% of the Total Sum upon completion of the event.
- 6.2 Any reimbursements or pending payments shall be processed on the basis of the mutual discretion of both parties. However, the Company shall have the final say.
- 6.3 The Payment shall be made in AUD through the Square Payment system (via the “Guest Speaker” booking form on the *Stella Hacienda* website).
- 6.4 If the payments are not made within 10 days upon completion of the event, the Speaker has the option to consider the Company in breach of this Contract. The Speaker can and will claim a late penalty fee of \$100.00 as well as the balance of the Total Sum. The Speaker shall issue such claims in writing to the Company Point of Contact mentioned in the Contract.

7. Cancellation

Both Parties may cancel the Contract without obligation to the other; as per the requirements mentioned below:

- 7.1 Written notice of such cancellation is to be provided at least 30 calendar days before the date of the event.
- 7.2 If such notice is not given, the following rules shall be adhered to:
 - (i) If the Speaker cancels, it shall repay the advance fee which is 50% of the Total Sum (if already paid) for the expenses incurred by Company. The notable inclusions are advance payments, partial cost of tickets, promotional costs, etc.
 - (ii) If the Company cancels, the Speaker shall be paid a compensation of 50% of the Total Sum as a token for the inconvenience incurred.



8. Relationship of the Parties

The Speaker, in the performance of this Contract, shall act in the capacity of an independent contractor and not as a partner, agent, or employee, of the Company.

9. Liability

The Speaker agrees to provide its own liability insurance. This insurance shall safeguard the Speaker against any claims resulting from injuries and/or damages to property and person at the event.

10. Backstage Guests

The Speaker agrees to notify the Company in advance about such guests who shall be using the backstage. The guests shall conform to the decorum of the event. If any violation occurs, the guests shall be asked to leave the backstage premises with immediate effect.

11. Confidentiality

During the speech, both Parties shall disclose private information such as the Speaker's qualification, background, expertise, etc. In addition, information such as Company strategy, mergers, aspirations, etc. Both parties shall only disclose such information that has been mutually agreed upon. Disclosure of excess information shall be considered as a violation of the terms of this contract.

12. Warranty

12.1 The Speaker warrants that it has the knowledge, skills, and experience necessary to perform the speaking services at the event.

12.2 The Speaker shall take special care while providing such services.

13. Dispute Resolution

In the event, a dispute arises between the parties with regard to the rights or duties mentioned in this Contract, or in the event of a breach of this Contract by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute.

14. Indemnification

Each Party indemnifies and holds harmless the other Party and its authorized persons from and against all losses suffered or incurred by them arising out of or in connection with this Contract.

15. Miscellaneous Terms

15.1 Notice: Any all notices to the parties, physical or digital, shall be made to the respective parties through their certified mailing address.

15.2 Governing Law: The Contract and all the terms contained herein shall be governed by and construed as per the laws of [State].

15.3 Severability: In the event that any provision in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract and all other provisions will remain in full force and effect.

15.4 Force Majeure: If either Party is unable to perform its obligations under the terms of this Contract because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes, the Parties shall not be held liable for such damages.

15.5 Assignment: This Contract herein is binding upon the Parties and all other affiliates of the Parties undersigned. The Speaker shall refrain from assigning this Contract, partially or as a whole, to any third party without mutual written consent.

15.6 Amendments: No modification or waiver of the provisions of this Contract shall be valid or binding on either Party unless in writing and signed by both Parties.

15.7 Legal and Binding Contract: This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding in the [State/Court/Region]. The Parties each represent that they have the authority to enter into this Contract.

15.8 Entire Contract: This Contract and other annexures, therefore, constitute the entire Contract between the Parties concerning the subject matter hereof and thus, supersedes all prior Contracts, purchases, understandings, and negotiations, written or phonated, between the Parties.

Acceptance and Signature

The Parties hereby agree to the terms and conditions of the Contract and provide their acceptance by signing below:

Cheryl Garson
[Guest Speaker]

[Host Company Name]

Assigned Signer 1

Assigned Signer 2

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Thank You