

**Speaker Agreement**

This **Speaker Agreement** for the personal services of an individual to entertain at the University of the South. The event is between The University of the South (hereinafter called the "UofS") and the undersigned Speaker, hereinafter called the "Speaker", for the personal services of the Speaker.

UofS hereby engages **Speaker** to deliver a speech, presentation, or performance, as is further described below, and **Speaker** agrees to perform the engagement under the following terms and conditions.

**1. Event Description:** \_\_\_\_\_  
Date(s) \_\_\_\_\_  
Time(s) \_\_\_\_\_  
Event Location: \_\_\_\_\_

**2. Speaker Name:** \_\_\_\_\_  
Social Security Number (Required): \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

If an Agent represents the Speaker and the Agent will receive payment on behalf of the Speaker, the Agent must complete the following information:

**3. Agent Name:** \_\_\_\_\_  
Fein Number (required): \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

**4. University Contact:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Department: \_\_\_\_\_  
Campus Address: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**5. Compensation is:**  
Fee/Honorarium: \_\_\_\_\_  
Lodging: \_\_\_\_\_  
Meals: \_\_\_\_\_  
Transportation: \_\_\_\_\_  
Other: \_\_\_\_\_

**Total Compensation: \$** \_\_\_\_\_

Speaker or Speaker's representative shall make all airline reservations. UofS is responsible for arranging and paying hotel accommodations as needed. UofS will schedule and pay local ground transportation in contractual host city. The University of the South will not reimburse Speaker or Speaker's representative if they choose to make other accommodations or transportation arrangements.

If UofS is reimbursing Speaker for any reimbursable expenses, the Speaker will be responsible for submitting original receipts for such expenses no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement.

Except as expressly stated in the Agreement UofS shall not be responsible for any other financial obligations. The parties agree that Speaker or Speaker's Agent, but not UofS, will obtain all necessary work permits or entry visas for Speaker. In the event government officials deny Speaker entry into the United States, Speaker agrees to use all legal means of recourse to attempt to reverse that decision. UofS shall have no obligation to make payment until Speaker has lawfully entered the United States and completed the performance required herein.

**6. Payment:** All payments will be in form of a check issued by the "UofS" and will be payable to Speaker OR Agent as indicated in Section 2.

**7. Exclusive Engagement:** Speaker agrees that the Event at UofS shall be Speaker's sole and exclusive public engagement of any kind within one (1) day before or after the Event Date within the area 50 miles from UofS in any direction.

**8. Venue:** UofS shall provide an adequate venue for Speaker's event. UofS shall provide a dressing room for Speaker, if required, as well as University's standard food and refreshments for Speakers. Speaker may request particular refreshments and the UofS will make reasonable efforts to accommodate those requests. UofS shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. UofS may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

**9. Independent Contractor:** The Speaker, its officers, agents and employees (if applicable), in the performance of this Speaker Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the UofS. The Speaker agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the UofS. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries that may be compensable under any workers' compensation laws. Neither party may assign this agreement without the written consent of the other.

**10. Liability:**

(a) The UofS is self-insured for liability protection. Such protection applies to the UofS and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.

(b) UofS agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. UofS further agrees to hold harmless the Speaker, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Speaker Agreement where such liability is founded

upon or grows out of the acts or omissions of any of the officers, employees or agents of UofS while acting within the scope of their employment.

- (c) Speaker agrees to hold the UofS harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of UofS while acting within the scope of their employment.

**11. Force Majeure:** Neither the UofS nor the Speaker is responsible for its default, delay nor failure to perform any terms or conditions of this agreement when failure to perform is due to causes beyond such Party's control. This includes but is not limited to fire, flood, explosion, war, embargo, government requirement, civil or military authority, epidemic, act of terrorism, earthquake, hurricane, windstorm, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event, neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

**12. Permission to Photograph and Record:** The parties agree that UofS may make audio and video recordings of Speaker's performance and include portions of such recordings or photography in UofS media publications. The UofS can use Photographs, video, or recordings made by UofS only for University and student media purposes, including student yearbook, or other commemorative or new publications. UofS agrees that it will not use flash photography and will not broadcast or distribute Speaker's performance in its entirety without Speaker's further written permission.

**13. Publicity:** UofS shall be entitled to publicize Speaker's event to the UofS community, including the local public utilizing all materials provide by Speaker to UofS. Speaker will submit publicity materials including photographs to the UofS no later than 45 days prior to the Event Date. Submit publicity materials to: UofS Marketing & Communications Department, 735 University Avenue, Sewanee, Tennessee, 37383.

**14. Disputes:**

- (a) This Speaker Agreement and any proceedings conducted hereunder are governed the laws of the state of Tennessee. Any provisions of this agreement prohibited by the laws of Tennessee shall be deemed void and of no effect.
- (b) Submit all disputes in writing to UofS Department of Purchasing Office, 735 University Avenue, Sewanee, Tennessee 37383. Purchasing Office will be final authority for all disputes not resolved through the sponsoring organization. Disputes regarding the terms of the Speaker Agreement or claims arising out of its execution or performance may be resolved in Franklin County, Tennessee court.
- (c) The UofS will enforce this Speaker Agreement, and the terms and conditions contained herein and by each Speaker who is a party to this Speaker Agreement, or who has performed the engagement contracted for, and by the agent(s) of each Speaker.

**15. Cancellations:**

- (a) Either party may cancel this Speaker Agreement without obligation to the other if the cancellation notice is in written form at least 30 days before appearance date.
- (b) Speaker agrees to furnish payment to the UofS for Actual Appearance Preparation Costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
- (c) Either party can cancel this agreement at any time by mutual written agreement of the parties.
- (d) In addition, UofS shall have the right to cancel this agreement without liability of any kind in the event Speaker, prior to the performance, is charged with or commits a crime or act of moral turpitude such that UofS, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Speaker's performance. UofS shall have the sole authority to cancel an outdoor event because of weather.
- (f) The Office of General Council provides Legal representation for the UofS. The will not enter into any Speaker Agreement that may include binding arbitration, hold-harmless, or indemnification clauses.

**16. Miscellaneous:**

- (a) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify the UofS against any liability or damages, including attorney fees, which may arise because of violation by Speaker of copyright laws.
- (b) The Speaker will submit a request to sale any souvenir items or programs. The UofS must receive a request for written amendment to this Speaker Agreement 30 dates prior to the date of engagement. The amendment will be subject to the terms listed.
- (c) In connection with the performance of work under this Speaker Agreement, the Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. With respect to sexual orientation, the Speaker further agrees to take affirmative action to ensure equal employment opportunities.
- (d) Details and manner of speech are under the control of the Speaker. However, the UofS has the right to direct Speaker to discontinue any activity constituting violation of the UofS policy, as well as any federal, state, or local laws.
- (e) In the event the Speaker is not ready to perform at the Events starting time, or if the Speaker arrives at the Event in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, the Speaker shall be deemed to have committed a material breach of this contract and UofS shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

**17. Entire Agreement and Notice:**

- (a) This Speaker Agreement and Purchase Order (if applicable) constitutes the entire agreement between the parties.

(b) Any requirements that the UofS comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Speaker Agreement execution or are made part of this Contract prior to the signing of the Speaker Agreement prior to Signing of the Speaker Contract by the UofS.

**18. Choice of Law and Forum:** This agreement is for the performance of an event in Tennessee. Tennessee law shall govern the interpretation of the agreement. Disputes concerning the agreement will occur in Franklin County, Tennessee.

**19. Amendment:** The UofS and the Speaker by written notice can modify an agreement if both parties agree to the change.

**20. Confidentiality:** The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Speaker. The UofS requires all vendors to maintain the confidentiality of all materials and correspondence with the UofS regardless of whether or not any actual business occurs. The UofS and the Speaker will take reasonable steps to protect confidential information.

**21. Notices:** All notices or requests given by one party to the other related to this Agreement must be in writing.

Notices given to Speaker must go to the following person:

[name, address, phone, fax number]

Notices given to UofS must go to the following person:

[name, address, phone, fax number]

The parties will deliver notices utilizing one of the following methods: (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile transmission to the facsimile number listed above, if one of the two other delivery methods described in this section sends an original counterpart.

**22. Authority to Execute:** If someone other than Speaker signs this Agreement on behalf of Speaker, the person signing expressly warrants authorization by Speaker to do so.

**23. Copy of Agreement to Speaker/Tour Manager:** If the person executing this agreement on behalf of Speaker is an agent, he or she agrees to provide a copy of the agreement to the Speaker immediately following execution.

**24. Backstage Guests:** Speaker agrees that any guests permitted backstage must conform to UofS's standards of conduct for University facilities. The UofS will remove Speakers and guest from the University campus for violation of University' standards of conduct.

**25. Hospitality:** For certain events, the UofS may provide food, refreshments, or other amenities to Speaker or Speaker's personnel.

**26. Headings not Controlling:** Headings used in this Agreement are for reference purposes only. The Headings will not modify the meaning of the terms and conditions of this Agreement.

**27. Executed Agreement Signature:** This Speaker Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Agreement.

The parties have agreed to and executed this Speaker Agreement as of the dates indicated below:

\_\_\_\_\_  
The University of the South

\_\_\_\_\_  
Speaker/Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Revised 02/01/2021