

## GUEST SPEAKER AGREEMENT

This Agreement is made by and between ABILENE CHRISTIAN UNIVERSITY acting by and through its department of \_\_\_\_\_ (hereinafter referred to as "the University") and \_\_\_\_\_ (hereinafter referred to as "Speaker").

The parties agree as follows:

1. Speaker is hereby retained by the University to speak as part of the \_\_\_\_\_ (hereinafter referred to as "Lecture"). The pertinent details of the Lecture are as follows:
  - A. Date of Lecture: \_\_\_\_\_
  - B. Time of Lecture: \_\_\_\_\_
  - C. Place: \_\_\_\_\_
  - D. Fee: \_\_\_\_\_
  - E. The University will provide the appropriate sound and lighting for the Lecture.
2. The speaker is understood to be an independent contractor for the purposes of this Agreement. The Speaker is not an employee or agent of the University. All persons furnished or retained by Speaker in connection with this Agreement are so furnished or retained as the Speaker's employees or agents. Speaker will not transact business, enter into agreements, or otherwise make commitments on behalf of the University unless expressly authorized in writing by the University.
3. Because the speaker is an independent contractor, the University will not pay or withhold federal, state, or local income or other payroll tax on behalf of the Speaker. The Speaker is exclusively responsible for reporting and paying any applicable taxes due as a result of the Speaker's fee.
4. All payments, including any reimbursement for expenses (if applicable), will be made via University check within thirty days following the receipt of valid invoices and/or receipts from expenses incurred by Speaker and approved by the University.
5. It is agreed that the Speaker is giving permission for the University to make audio and video recordings and to take still photographs during the Lecture. The Speaker hereby grants the University a limited, free, non-exclusive license to use and commercialize the recordings and photographs of the Lecture as the University desires.
6. Under no circumstances will speaker use profanity or obscene language or tell any obscene jokes or stories of any kind whatsoever while performing under this Agreement at the University. Obscenity is specifically defined for the purpose of this covenant to include, but is not limited to, all statements in any way approving or making light of immoral sexual conduct. The determination of what is obscene and what is immoral sexual conduct with respect to statements made by Speaker will be made in good faith by the University, and will be in the sole and absolute discretion of the University. Discussion or comments favoring, supporting, or tending to promote the illegal use of

drugs or alcoholic beverages, whether or not intended to be humorous, as well as any statements that disparage God, Jesus Christ, or religion, whether or not intended to be humorous, are likewise forbidden under this provision.

7. Speaker will make himself or herself available to on-campus media via phone in advance of the date of the Lecture for one print interview and one radio interview (if applicable), schedule permitting. Speaker agrees not to engage in off-campus advertising or radio promotion without the prior written approval of the University. The Speaker also agrees not to use the University's name or trademarks in connection with any advertising, marketing, or other promotional efforts or materials without the prior written approval of the University.
8. Speaker represents and warrants that he/she has full power to make this Agreement, that the Lecture given by Speaker has not been previously published in a manner that would affect the University's rights in the program or Lecture, that the Lecture does not violate any statutory or common law copyright or other rights, that all due diligence has been observed to ensure that the Lecture is factually accurate, and that the Lecture does not include any content that is libelous, an invasion of privacy, or otherwise unlawful or actionable. To the extent that any pre-existing works are contained in the Lecture given under this Agreement, Speaker represents and warrants that he/she obtained full permission to use any or all such works of third parties, will provide to the University copies of such permissions upon request, and further has the power to and does grant to the University irrevocable, exclusive, worldwide, royalty-free licenses to use, execute, reproduce, display, perform, distribute (internally or externally) and prepare derivative works of any or all preexisting works.
9. Speaker agrees to defend, indemnify and hold harmless the University, its officers, employees, trustees, agents, representatives, and volunteers from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, which arise out of or are in any manner connected with this Contract, if such injury, loss, damage, or expense is caused or is claimed to be caused in whole or in part by the act, omission, error, mistake, negligence, or willful act of Speaker or Speaker's agents, subcontractors, or employees. These obligations will not extend to any injury, loss, damage or expense that is caused solely by the act, omission, or other fault of the University, its trustees, officers, employees, agents, representatives, or volunteers.
10. In the event of a material breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement.
11. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the other.
12. Any changes to this contract must be done in writing and agreed to in writing by both parties.
13. This Agreement does not confer any rights or remedies upon any person or entity other than the parties and their respective permitted successors and assigns.

14. This Agreement does not create any partnership or joint venture between the parties.
15. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the University has the right to reschedule the lecture at a time mutually agreed upon with Speaker. Speaker will not be compensated for any expenses incurred for the original date of the Lecture. Events beyond a party's reasonable control include, but are not limited to, acts of God, war, civil commotion, strikes, fire, flood or other casualty and government regulation or restriction.
16. Pursuit by either party of any of the remedies described in this Agreement, or otherwise available at law or in equity, will not preclude pursuit by that party of any other remedy or remedies provided or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements will be cumulative, and none of them will be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.
17. All disputes arising from this Agreement will be governed by the laws of the State of Texas, regardless of the location of the Lecture. The venue and jurisdiction for the resolution of any such disputes will be Taylor County, TX.
18. The invalidity or unenforceability of any particular provision, or part of any provision, of the Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, between:

Abilene Christian University

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Speaker or Agent for Speaker

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