SPEAKER CONTRACT

This agreement is between **Natsuyo N. Lipschutz** of **Breakthrough Speaking** (“Speaker”) and *Your company name*\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ (“Client”) at

*Address*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ .

DATE AND TIME OF PRESENTATION:

Date:\_\_\_\_\_\_\_\_\_\_ \_ (month/date/year)

Program Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Number of Participants:\_\_\_\_\_\_\_\_\_\_\_

Program Time: \_\_\_\_:\_\_\_\_ ~ \_\_\_\_:\_\_\_\_ (\_\_\_\_min)

Program Location:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Speaker** will be there thirty (30) minutes to one (1) hour before her program begins. Please make arrangements so she can get in the room to set up.

SPEAKER WILL:

* Provide the materials for the participants' use only, if applicable. Materials are copyrighted by **Speaker**, and **Client** is licensed only to the extent necessary to provide the copyrighted materials directly to the participants. Unless specified in the materials or in writing, reproduction of any portion of the materials, or any other uses, are prohibited.
* **Speaker** will personally conduct this session; if, because of physical incapacitation, **Speaker** is unable to do so, **Client** will have the choice of having another presenter; or having **Speaker** speak at another session. **Speaker** is in no way liable for any expenses relating to this program in the event she is unable to appear.
* Provide all marketing materials electronically including show description, picture, and biography. **Client** is granted a non-exclusive, world-wide license to use such marketing materials only in conjunction with the marketing of the event.
* List **Client**’s event on **Speaker**’s website and link it back to **Client**’s website.
* If applicable, promote **Client**’s event through **Speaker**’s social media and email networks.
* Provide an introduction to be read.

CLIENT WILL PROVIDE:

* Clock or timer
* Projector and screen
* Wireless lavaliere (tie clip) microphone is most preferred. If not available, cordless microphone OR if corded microphone – cord long enough to reach back row (or extra long cord).
* A good public address system
* An assistant / helper.

ROOM SET-UP PREFERENCES:

* Theater or cabaret style, if keynote. Island style, if training/workshop.
* No podium.
* Please position the first row 5-6 feet from the stage.
* At least a 1' high riser, if keynote.
* Small table with a glass of water. No ice.
* If there is a head table on riser, please set it back at least 3' so **Speaker** can speak in front of it.

OTHER:

* **Speaker** needs a 15-minute block of time to set up and do a sound check with the sound engineer. This can be done early in the morning or the day before the program. Please schedule this with **Speaker** through the event planner or assistant.
* **Client** will make all arrangements for the location of this program, and for informing the participants.
* **Client** will have **Speaker**’s name, face and website URL listed on their website, all marketing materials and email blasts and in any media, when possible.

If before or on the way to the event, an emergency should arise, **Speaker** should contact the following person(s).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Business phone Cell phone

In exchange for the products and services provided, the **Client** agrees to compensate **Speaker** as follows:

Professional Fee: $ **\_\_\_\_\_\_\_\_\_\_**

Travel: All reasonable and customary travel expenses including business airfare, ground transportation, lodging, meals, and related out of pocket expenses. A complete travel expense report will be submitted with our invoice.

Deposit: In order to confirm this agreement and reserve **Speaker**’s time to prepare for and deliver the event, **Client** agrees to pay a non-refundable deposit of 50% of the professional fee stated above at the time this agreement is signed (see information re Cancellations, below).

Balance: Client agrees to pay the balance of the professional fee stated above as well as all travel expenses and materials fees within 10 business days after the date of the meeting / performance via check or wire-transfer.

Holding Dates: Because of the numerous inquires we receive, and our desire to serve clients with an immediate answer, we cannot hold dates without a contract and deposit. If this Agreement is not returned in 1 (one) week, this (these) date(s) will be considered open.

CANCELLATION/POSTPONEMENT:

Once a date is set aside and a presentation confirmed, we often incur commitments of time and resources on your behalf, well in advance of the program date. Because a cancellation/postponement initiated by the **Client** causes losses, either through direct resource expenditure or because of turning down other business for this date, we have found it necessary to include the following Cancellation Fee:

 100% of Professional Fee if cancelled in less than 30 days before;

 Non-refundable Deposit (50% of Professional Fee) if cancelled more than 31 days before.

In the event you wish to exercise a cancellation, you must verify the cancellation by e-mail or telephone, followed by a written letter mailed to **Speaker** at the address indicated on the bottom of this Speaker Contract.

In the event you wish to exercise a postponement and reschedule of the event, you must verify the postponement by e-mail or telephone, followed by a written letter to **Speaker** at the address indicated on the bottom of this Speaker Contract. **Speaker** has the sole discretion to accept a postponement and rescheduling of the Event, according to **Speaker**’s availability. Any postponement must include reimbursement for any out-of-pocket expenses we have already incurred on your behalf. If postponement is refused by **Speaker**, the event will be deemed cancelled and the Cancelation Fee schedule will apply.

**FORCE MAJEURE:**

In the event that either party is unable to perform its obligations under this Agreement as a result of a Force Majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. “Force Majeure” shall mean fires, earthquakes, floods, strikes, work stoppages, or other labor disturbances, riots or civil commotions, acts of terrorism or other hostilities, war or other act of any foreign nation, power of government or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

AUDIO & VIDEO RECORDING:

We encourage professional audio and video recordings of our sessions. In case of any such recordings, we require that:

1) A professional taping technician to do the taping;

2) We receive the master copy within 30 days of the session;

3) Copies may not be sold, but distributed to your internal staff only;

4) If you would like a license to distribute, broadcast, share, or sell the recordings or livestream of the event session, any such license will be subject to an additional fee.

LEGAL TERMS:

The parties are not engaged in a legal partnership. Nothing in this agreement shall be construed to place the parties in a partnership. The parties are not authorized to obligate or bind each other, and are not agents of each other. No party will assign this Agreement to any other party without the other party’s written consent. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. In the event of any disagreement or dispute between the parties, however unlikely, any action or claim shall exclusively be brought and heard in the State of New York, and both parties consent to jurisdiction in the State of New York. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement on behalf of the parties and that in so executing this Agreement the parties are formally bound to the provisions of this Agreement.

AGREED AND ACCEPTED:

This Agreement is dated and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signer Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Speaker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Natsuyo N. Lipschutz