

EVENT SPEAKER AGREEMENT

(Instructions for this form can be found at www.universitycounsel.eku.edu)

This Agreement is made and entered into this ____ day of _____, 20____, by and between _____, (“Event Speaker”), whose address is _____ and EASTERN KENTUCKY UNIVERSITY, c/o _____ (department), 521 Lancaster Avenue, Richmond, Kentucky 40475 (“University”), and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE EVENT SPEAKER

The Event Speaker shall present the event described below at the following date, time and location (hereinafter “Event”):

TITLE OF PRESENTATION: _____

DATE: _____

STARTING TIME: _____

LOCATION: _____

2.0 COMPENSATION

The University agrees to pay Event Speaker a total sum not to exceed _____. The payment will be made payable to _____ within thirty (30) days after the Event.

Any and all travel costs, to be paid by the University, must be included within the total compensation figure noted above. Travel WILL NOT be paid separately.

3.0 RELATIONSHIP BETWEEN PARTIES

- 3.1 The Event Speaker shall be an independent contractor during the period of performance under this Agreement and not an employee or agent of University. As an independent contractor, the Event Speaker shall be responsible for the payment of any taxes due on any monies received by him/her.
- 3.2 Event Speaker will comply with all University policies, rules and regulations and all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in providing the services hereunder, including without limitation, obtaining any necessary permits, licenses and the payment of any applicable royalties.
- 3.3 The Event Speaker agrees to indemnify and hold harmless University, its governing board, officers, agents and employees against any injury, loss, damage or other liability arising from the services performed by Event Speaker or from any breach of this Agreement, except for injury, loss, damage or other liability resulting directly from University’s willful negligence or misconduct.

4.0 CANCELLATION

In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of the University or the Event Speaker, both the University and the Event Speaker shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above, except that the Event Speaker shall promptly return any deposit paid by University. Both parties shall make reasonable efforts to reschedule the engagement at a mutually convenient date.

5.0 MISCELLANEOUS

- 5.1 The University reserves the right to permit broadcasting of the Event Speaker's lecture by radio and television broadcasting establishments affiliated with the University. The University also reserves the right to record the Event Speaker's lecture for preservation in the University archives.
- 5.2 This Agreement shall be assigned or amended only by written amendments duly executed by the Event Speaker and University.
- 5.3 This Agreement shall be governed, interpreted and construed in accordance with the laws of the Commonwealth of Kentucky.
- 5.4 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

5.5 Speaker warrants that he/she complies with Kentucky and federal disabilities laws and regulations. Speaker hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S. C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Speaker agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Speaker further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement:

EVENT SPEAKER

EASTERN KENTUCKY UNIVERSITY

Event Speaker's Signature Date
Printed Name: _____
Title: _____
Event Speaker's FIN or SSN _____

Project Coordinator/Sponsor Date
Printed Name: _____
Title: _____

Supervisor of Project Coordinator/Sponsor Date
Printed Name: _____
Title: _____