



Pearce Insights Speaking Contract

1. This agreement is made between XXX hereby referred to as "The Client" and **Professionalism Matters, Inc.** hereby referred to as "The Speaker".

A. Client: NAME ADDRESS CLIENT
B. Client Contact: NAME AND EMAIL OF CLIENT CONTACT

C. Speaker Contact: Ruth Pearce
Principal, Pearce Insights LLC
845 216 3098
RuthPearce@ALLELLC.org

D. Speaker Fees/Expenses: \$
E. Payment Terms: XX% at contract signing, balance on completion of live event Nov 13th.

**Please note that non-payment of fees as outlined in this agreement will release the speaker from any and all obligations unless otherwise specified in writing by the speaker.*

F. Event Date/Timings:

G. Title(s):

H. Audience:

I. Location:

J. Travel:

K. Services Description:

L. If the event is videotaped or audiotaped, the Client will provide the Speaker a copy at no cost within 30 calendar days of the conclusion of the speaking event.

M. Pre event stipulations to be confirmed by The Client prior to event start date (if not currently known).

- o Presentation room location
- o Approximate distance from airport to hotel
- o Room setup and available AV equipment
- o Audience description and relevant client background information

THIS AGREEMENT IS CONTINGENT ON MUTUAL ELECTRONIC RECEIPT OF A MUTUALLY, LEGIBLY SIGNED AGREEMENT NO LATER THAN XXX, XX, 202X. DATES MAY BE RENEGOTIATED BY AGREEMENT OF BOTH PARTIES.

Client is authorized to reproduce/post the presentation internally providing authorship attribution to the Speaker. The Speaker authorizes the Client to use the Speaker's bio, headshot, and presentation description for promotional purposes (for this event). The Speaker is authorized to list the event on the Speaker's website, promote the event on social media, and cite the Client as a reference client after

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the event.

The Client and Speaker each agree to all the terms in section one above and to those additional terms set forth in sections two to nine in this agreement. The representative of the client, in signing this agreement, warrants that he/she signs as a duly authorized representative of the client.

2. A/V Requirements: Client agrees to provide a well-heated or air-conditioned venue, as appropriate for the time of year. Client also agrees to provide a well-lit venue, in good condition, together with all necessary stage accessories and properties, including microphones, A/V equipment including a computer/LCD projection system, and an amplification system in proper working condition. Speaker can bring her laptop upon request.

3. Cancellation: The client reserves the right to cancel this event for low attendance at its discretion. The Client will provide the Speaker a minimum of thirty calendar days' notice of cancellation and reimburse Speaker any non-reimbursable out of pocket expenses (that exceed deposit amount) in the event of an event cancellation or change. Partial payments or deposits are considered nonrefundable but may be transferable up to ninety calendar days after the cancellation at the Speaker's discretion. Book fees are non-refundable once purchased by the speaker on the client's behalf.

4. Force Majeure: The performance of this Agreement by either party is subject to acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, epidemic or other similar cause beyond the control of the parties making it inadvisable, illegal or impossible to perform the duties required under this Agreement. If any of the above reasons or any other reason beyond the parties' control makes it inadvisable, illegal or impossible to perform said duties, then this Agreement may be terminated by either party by giving prior written notice to the other party. In such event, the parties shall be released from their obligations under this Agreement.

5. Copyrighted material: The Speaker maintains all rights and permissions to presentation content. Client is granted permission to post the presentation on their website or otherwise distribute to members/attendees at no cost. Client is not permitted at any time to sell the content or use it in any way without attributing authorship to the Speaker.

6. Independent Contractor: The Speaker shall be deemed to be an independent contractor, to whom the Client shall have no obligation as an employer. The Client will not pay or withhold taxes, and The Speaker shall hold the Client harmless from the following costs: employee benefits; employee taxes; insurance; or any other costs or obligation arising out of an employer-employee relationship.

7. Complete Agreement: This Agreement constitutes the complete understanding of the parties and supersedes all prior Agreements with the parties relating to the events. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by all parties hereto.

8. Facsimile/Electronic Signatures: The Speaker and the Client agree that this agreement will be considered signed when the signature of a party is delivered by facsimile/electronic transmission. Signatures transmitted by facsimile or electronic shall have the same effect as original signatures.

9. Indemnity: Each party agrees to hold the other party harmless from any and all loss, claim,

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expense, demand or cause of action of any kind or character, including reasonable attorneys' fees and costs, by reason of the falsity or inaccuracy of any representation by the party, including, but not limited to, any warranty or representation stated herein.

herein

Accepted by: Pearce Insights LLC

Accepted by: Elekta

RUTH PEARCE
Speaker

Client Representative

Principal Pearce Insights LLC
Title and Organization

Title and Organization

Signature Date

Signature Date