

## EVENT SPEAKER AGREEMENT

(Instructions for this form can be found at [www.universitycounsel.eku.edu](http://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.

