

SPEAKING CONTRACT FOR SEAN NEMECEK

This agreement is between:

Sean Nemecek

and

ORGANIZATION

SEAN NEMECEK agrees to speak at **ORGANIZATION** on **DATE** in the following capacity:

GROUP NAME:

NAME OF EVENT:

CONTACT NAME:

CONTACT JOB TITLE:

EVENT LOCATION:

EVENT DATE:

SPEAKING TIMES/DURATION:

TOPIC:

OTHER EVENT DETAILS:

Sean Nemecek agrees to present, to the best of his ability, the information and materials discussed and contained in the event described above. He will be available for additional meals, meetings, consultations, or one-on-one meetings with appropriate rest breaks. **ORGANIZATION** agrees to provide technical equipment and support as outlined above.

PRINT MEDIA: Sean Nemecek will provide electronic versions of any handouts or other media required for the event. The **ORGANIZATION** will be responsible to print, collate, and distribute these print materials.

TRAVEL EXPENSES: **ORGANIZATION** agrees to provide or cover the expenses of Sean Nemecek which are reasonable and customary travel expenses, including airfare, lodging, car rental, and meals. Travel and housing will be arranged to allow Sean Nemecek sufficient time to rest before and after event. This may mean an additional night or two of housing. **All travel will be arranged and reserved by Sean Nemecek and will be paid by ORGANIZATION as part of the deposit at the time of booking.**

FEES AND PAYMENT: In exchange for the service provided by Sean Nemecek, **ORGANIZATION** agrees to compensate Sean Nemecek as follows:

DEPOSIT: XXX (Airfare XXX; Housing XXX; Car Rental XXX; Meals XXX, Reservation Fee \$100) Paid at time of booking to reserve date.*

SPEAKING FEE: \$750 per day for a total of XXX to be paid no less than 7 days before travel. *

*Payable to **Sean Nemecek** paid by check and sent in the mail to arrive no less than 7 days before travel.

CHANGES/CANCELLATION: In the event either Sean Nemecek cancels due to extreme life circumstances (death, hospital sickness, accident, etc.) or natural disasters causing delay beyond our control, ORGANIZATION is not responsible for paying the speaking fee and the deposit will be refunded less amounts which are non-refundable by third parties (airline, hotel, car rental, etc.).

In the event of a cancellation by ORGANIZATION, the entire deposit will be forfeited. If such cancellation occurs within 30 days of the event, ORGANIZATION shall also be required to pay 50% of speaking fee within 10 days of cancellation.

Rescheduling: If ORGANIZATION and Sean Nemecek can agree on another date for the event, a new contract will be created with the deposit being applied toward new contract (with adjustments for travel expenses). No penalties will be paid.

CONFIDENTIALITY: The parties agree to maintain and preserve as confidential the terms and conditions of this Agreement (*but not the existence thereof*), including specifically the compensation terms. The parties agree not to disclose such terms of conditions to any third parties and agree to use their best efforts to safeguard and keep such information confidential.

RECORDING:

Sean Nemecek grants permission to ORGANIZATION to have a cameraperson(s) photograph and/or record his presentation if they choose. Sean Nemecek grants permission to ORGANIZATION to use said photographs and/or recording for promotional use in print and/or internet-based media. All pictures, audio, or video taken by ORGANIZATION will be provided to Sean Nemecek for personal or promotional use without restriction. Books, handouts, or other print resources provided by Sean Nemecek shall not be reproduced without express written permission by Sean Nemecek.

PROMOTION:

Each party will promote the other party and the speaking event through social media outlets if deemed necessary.

INTELLECTUAL PROPERTY:

All presentations, talks, workshops, and print materials given at the event remain the intellectual property of Sean Nemecek. He is free to use all or part of this material for other purposes and with other organizations; they are nonexclusive, nonconfidential (except for any data or other material sensitive to ORGANIZATION). Sean Nemecek will not share confidential information about ORGANIZATION.

MORALS CLAUSE: If either Sean Nemecek or ORGANIZATION commits an egregious ethical or moral violation, such that would damage the reputation of the other party, the injured party shall have the right to cancel without penalty. Deposit will not be refunded if the ORGANIZATION is at fault. If Sean Nemecek is at fault, the deposit will be refunded less amounts which are nonrefundable by third parties (airline, hotel, car rental, etc.).

This agreement shall be construed and governed by the laws of the state of Michigan, even if signed by a party in a different state. Our signatures on this agreement indicate full compliance with the requests and the promises above, and with complete understanding of the services to be provided. This agreement is not binding until signed by both parties.

Sean Nemecek—Signature / Date

Contact—Signature / Date