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Speaking Engagement Agreement

This Speaking Engagement Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties: _____, having a primary address at the following:

_____
Email: _____
Phone: _____

and _____, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____
Phone: _____

Hereinafter, "Event Host" will refer to and be used to describe the following party: _____. "Speaker" will refer to and be used to describe the following party: _____. Event Host and Speaker may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Event Host wishes to engage Speaker to speak at the event ("Event"), as discussed more fully below;

WHEREAS, Speaker has the skills, qualifications, and expertise required to provide the speaking services at the Event ("Speaking Services");

WHEREAS, Speaker's specific subject-matter expertise is the area in which Speaker will

be speaking, and is as follows:

_____

WHEREAS, Speaker wishes to render the Speaking Services to the Event Host at the Event;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Speaker agrees to provide the Speaking Services at the Event. Speaker will be engaged for the limited purpose of providing the Speaking Services.

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties' status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES:

The Event Host hereby engages the Speaker, and the Speaker accepts such engagement to provide the Speaking Services. Specifically, the details of the Speaking Services are as follows:

Name of Event (the "Event"): _____

Description of Event:

_____

Venue & Address of Event:

_____

Date of Event: _____

Time of Event: _____

Time of Speaker: _____

Approximate Number of Attendees Expected: 2

Article 3 - EVENT SPECIFICATIONS:

Speaker shall conform to the following dress code for the Event:

_____

Speaker is permitted to use the technology that Speaker requires, such as computers and projectors. The technology required will be submitted to the Event Host in writing in advance of the Event, and Event Host will make every effort to meet Speaker's requirements.

Article 4 - SUPPORT SERVICES:

Event Host will be providing the following support services prior to the Event:

_____

Article 5 - SPEAKER WARRANTIES:

Speaker represents and warrants that Speaker has the knowledge, skills, and experience necessary to perform the Speaking Services. Speaker agrees that during the term of this Agreement, Speaker will perform the Services at the request of the Event Host. The Event Host agrees not to alter the agreed-upon Speaking Services unless the alterations are made in writing, signed by both Parties, and notated on this contract.

Article 6 - NONEXCLUSIVITY:

Speaker may be engaged or employed in any other business, trade, profession, or other activity which does not place Speaker in a conflict of interest with the Event Host, even if Speaker is engaged in any business activities that do or may compete directly with the business of the Event Host.

Article 7 - FEES AND EXPENSES:

Event Host agrees to pay the Speaker the following amount as a total fee ("Fee") for the Speaking Services at the Event: $2 (two US dollars).

The Fee will be paid as follows: half of the Fee will be paid upon the execution of this Agreement and the other half will be remitted to Speaker at the Event.

Event Host will cover reasonable expenses related to the Speaking Services, including travel and lodging. The Parties will agree upon the expenses prior to the expenses being incurred, as much as possible, such as airfare and lodging, if applicable. The maximum amount of expenses permitted to be covered or reimbursed is $2 (two US dollars).

Event Host will reimburse Speaker's expenses for those expenses not capable of being quantified prior to expenditure.

Article 8 - CANCELLATION:

In the event that either Party wishes to cancel this Agreement, the Parties agree to give at least the following amount of notice: _____.

In the event this Agreement is canceled by the Event Host without proper notice, the Speaker shall retain any funds advanced. In the Event this Agreement is canceled by the Speaker without proper notice, the Speaker shall return any funds remitted to Event Host. In the event no funds were exchanged prior to cancelation, the Parties agree to remit the following cancelation fees:

Speaker Payment to Event Host for Cancelation: $2 (two US dollars)

Event Host Payment to Speaker for Cancelation: $2 (two US dollars)

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Speaker or Event Host, the inability of the Speaker to perform the services because of a sudden and medically documented physical or mental disability, or the filing of any petition by or against the Event Host or Speaker under federal or state bankruptcy or insolvency laws.

Article 9 - TERM:

This Agreement will automatically terminate at the completion of the Speaking Services at the Event.

Article 10 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, each Party may create certain intellectual property ("Created IP"), including, but not limited to, notes, documents, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Speaking Services. Unless the Parties otherwise agree, any such Created IP generated by the Speaker shall belong to the Speaker and any such Created IP generated by the Event Host shall belong to the Event Host.

The Parties' already-owned intellectual property, such as trademarks, service marks, copyrights, patents or any other intellectual property, shall remain with the Party to whom it originally belonged.

Article 11 - INDEMNIFICATION:

Speaker and Event Host shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 12 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 13 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator

shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Speaker will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 14 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Works provided hereunder: _____.

Article 15 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 16 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 17 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the Parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Article 18 -

Article 19 -

Article 20 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Speaker and Event Host relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Event Host: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Speaker: _____

Signature:_____