

# SPEAKER AGREEMENT

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This Speaker Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SPEAKER NAME], an individual or [STATE] [ENTITY TYPE] with an address at [SPEAKER ADDRESS] ("**Speaker**"); and

[ORGANIZER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ORGANIZER ADDRESS] ("**Organizer**").

Speaker and Organizer are each a "**Party**" and together the "**Parties**."

**Recitals.** Organizer is hosting an event and wishes to engage Speaker to deliver a keynote, session, or other presentation, and Speaker is willing to do so on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Presentation

1.1 **The Event.** Organizer engages Speaker to present at [EVENT NAME] on [PRESENTATION DATE] at [VENUE / PLATFORM] (the "**Event**").

1.2 **The Presentation.** Speaker will deliver a [KEYNOTE / SESSION / WORKSHOP] titled [WORKING TITLE] of approximately [DURATION], including [Q&A / panel participation] as described in **Exhibit A** (the "**Presentation**").

1.3 **Format.** The Presentation will be delivered [IN PERSON / VIRTUALLY / HYBRID]. Speaker will participate in a pre-Event briefing and a technical check at times the Parties agree.

1.4 **Content and standard.** Speaker will prepare and deliver original, accurate content suitable for the audience and consistent with the agreed topic, and will perform professionally.

## 2. Speaker Deliverables and Materials

2.1 **Deliverables.** Speaker will provide, by the deadlines in Exhibit A: a session description, a biography and headshot, slides or handouts (if any), and any audiovisual or technical requirements.

2.2 **Pre-Event coordination.** Speaker will respond promptly to reasonable requests for information needed to promote and produce the Event.

2.3 **Materials license.** Speaker grants Organizer a non-exclusive license to use Speaker's name, biography, headshot, and session description to promote the Event and to distribute approved handouts to attendees.

## 3. Compensation, Expenses, and Payment

3.1 **Honorarium / fee.** Organizer will pay Speaker a fee of [FEE AMOUNT] for the Presentation. [OPTION: This is an honorarium. / This is a speaking fee.]

3.2 **Deposit.** A deposit of [DEPOSIT AMOUNT OR %] is due on signing to reserve the date and is applied to the fee.

3.3 **Expenses.** Organizer will [reimburse Speaker for / directly arrange] reasonable, pre-approved travel, lodging, and meal expenses as described in Exhibit A, on submission of receipts where reimbursed.

3.4 **Balance.** The balance of the fee is due [ON THE PRESENTATION DATE / WITHIN NUMBER DAYS AFTER THE EVENT].

3.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

## 4. Organizer Responsibilities

4.1 **Logistics.** Organizer will provide the venue or virtual platform, audiovisual equipment, technical support, and a suitable presentation environment as described in Exhibit A.

4.2 **Promotion.** Organizer will promote the Event and the Presentation using the approved materials and will not materially alter Speaker's biography or session description without Speaker's consent.

4.3 **Audience and access.** Organizer will arrange Speaker's access to the venue or platform and provide reasonable accommodations Speaker requests in advance.

## 5. Cancellation, Postponement, and Substitution

5.1 **Cancellation by Organizer.** If Organizer cancels, the deposit is non-refundable. If Organizer cancels within [NUMBER] days of the Event, Organizer will also pay [PERCENTAGE] of the fee, plus any non-refundable travel costs Speaker has incurred.

5.2 **Cancellation by Speaker.** If Speaker cancels for reasons within Speaker's control, Speaker will refund all amounts paid and use reasonable efforts to recommend a comparable substitute speaker.

5.3 **Illness or emergency.** If Speaker cannot attend due to illness or emergency, the Parties will work in good faith to reschedule or to arrange a virtual delivery or a mutually acceptable substitute.

5.4 **Postponement.** The Parties may reschedule subject to availability, in which case the deposit and any incurred expenses carry over to the new date.

## 6. Recording, Streaming, and Distribution

6.1 **Recording rights.** Organizer [may / may not] record, stream, or photograph the Presentation. If permitted, Organizer may use the recording for [INTERNAL / ON-DEMAND ATTENDEE ACCESS / PROMOTIONAL] purposes as specified in Exhibit A.

6.2 **Ownership of recording.** The recording is owned by [Organizer / Speaker]. Speaker retains copyright in the underlying content and slides unless Exhibit A assigns broader rights.

6.3 **Limits on use.** Organizer will not sell the recording, edit it in a way that distorts Speaker's message, or use it to imply Speaker's endorsement of a product, without Speaker's prior written consent.

## 7. Intellectual Property and Confidentiality

7.1 **Speaker IP.** Speaker retains all right, title, and interest in the Presentation content, slides, and materials, subject to the licenses granted in this Agreement.

7.2 **Organizer IP.** Organizer retains ownership of its event branding and materials. Each Party retains its pre-existing intellectual property.

7.3 **Confidentiality.** Each Party will keep confidential the other's non-public information disclosed in connection with the Event and use it only to perform under this Agreement.

## 8. Representations and Conduct

8.1 **Originality.** Speaker represents that the Presentation is original or properly licensed and does not knowingly infringe a third party's rights.

8.2 **Conduct.** Speaker will comply with the Event's reasonable code of conduct of which Speaker is given notice. Either Party may end the engagement for conduct that materially harms the other's reputation.

## 9. Liability, Indemnity, and Insurance

9.1 **Limitation of liability.** Except for bodily injury, gross negligence, or willful misconduct, neither Party is liable for indirect or consequential damages, and each Party's total liability under this Agreement will not exceed the fee paid or payable.

9.2 **Indemnity.** Each Party will indemnify the other against third-party claims to the extent caused by the indemnifying Party's negligence, willful misconduct, or breach of this Agreement, including, for Speaker, a claim that the Presentation content infringes a third party's rights.

9.3 **Insurance.** Each Party will maintain insurance appropriate to its role and provide a certificate on request if a venue requires one.

## 10. Force Majeure and General Provisions

10.1 **Force majeure.** Neither Party is liable for failure or delay caused by events beyond its reasonable control, including severe weather, illness, government order, public-health emergency, or loss of the venue or platform; the Parties will work in good faith to reschedule or deliver virtually.

10.2 **Independent contractor.** Speaker is an independent contractor and not an employee, partner, or agent of Organizer, and is responsible for Speaker's own taxes.

10.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the courts located in [COUNTY, STATE].

10.4 **Notices.** Notices must be in writing and sent to the addresses above and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement and its Exhibits are the entire agreement on their subject and may be amended only in a writing signed by both Parties.

10.6 **Severability; waiver.** If any provision is unenforceable, the rest remains in effect, and no failure to enforce is a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**SPEAKER****ORGANIZER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE / N/A]**Title: **[TITLE]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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