

SPEAKER AGREEMENT

University of San Francisco

This Speaker Agreement ("Contract") is between the University of San Francisco, a California non-profit corporation ("University"), and _____ ("Speaker") and is dated as of _____.

The University desires to obtain the personal services of the Speaker and the Speaker has the expertise and experience to speak at the event described herein. The parties therefore agree as follows:

1. **Event Description.** The Speaker shall speak at the following University-sponsored event:

Date(s) of Event _____ Time(s) _____
Event Location _____

2. **University Contact.** The University liaison responsible for overseeing the event will be:

_____ Phone _____

3. **Speaker's Agent.** If the Speaker will be represented by an Agent and payment is to be made to the Speaker's Agent, the following information must be provided:

Agent Name _____
Agent Address _____

The Agent must provide the University with a completed Form W-9 as required by the Internal Revenue Service (IRS).

4. **Compensation and Expenses.** The University shall compensate the Speaker as follows:

Speaker Fee	_____
Lodging	_____
Meals	_____
Transportation	_____
Other	_____
Total	_____

Any expense reimbursements not documented by the Speaker with original receipts will be treated by the University as additional nonemployee compensation reportable to the Internal Revenue Service (IRS) on Form 1099-MISC.

5. **Speaker Taxes.** Except as provided below, the Speaker shall be solely responsible for the payment of income, social security, and other employment taxes due to the proper taxing authorities. The Speaker acknowledges that the University will not deduct such taxes from any payments made to the Speaker unless the Speaker is a (check all applicable):

Nonresident of California. If the Speaker is a nonresident of California, the University must withhold 7% on total compensation payments made to the Speaker if the total payments made to the individual are more than \$1,500 for the calendar year.

Nonresident Alien. If the Speaker is a nonresident alien, the University must withhold 30% on total compensation payments made to the Speaker unless the income is exempt from withholding or subject to withholding at a reduced rate under a tax treaty. The Speaker must provide adequate documentation substantiating his/her non-immigrant status prior to receiving any compensation payments from the University.

The University is required to withhold 28% on total compensation payments made to the Speaker if the Speaker is a U.S. citizen (or resident alien) and fails to provide the University with his/her correct taxpayer identification number on an IRS Form W-9.

6. **Equipment and Materials Provided.** The University shall provide the Speaker with the following equipment and materials (attach Exhibit, if needed): _____

7. **Cancellation.** Either party may cancel the Contract without obligation to the other, subject to the requirement set forth below, provided that written notice of intent to cancel the Contract is provided at least thirty (30) calendar days before the date of the event.

- (a) The Speaker shall be responsible for the University's out-of-pocket expenses necessitated either by a change of date or cancellation by the Speaker, including the cost of tickets that have been printed and other promotional costs incurred by

the University. All such costs shall be determined by the University and will be presented in a statement to the Speaker, with appropriate substantiation, within thirty (30) calendar days following the contracted date(s) of the event. The Speaker shall reimburse the University within ten (10) calendar days following the receipt of such statement.

- (b) Neither the Speaker nor the University shall be liable for a failure to appear, present, or perform if such failure is caused by or due to illness of the Speaker, an act or order of a public authority, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, acts of God, or any cause beyond the reasonable control of the Speaker or the University.

If a cancellation of the Contract occurs, the Speaker shall return any advance deposits paid by the University within ten (10) calendar days following the date of the cancellation

8. **Relationship of the Parties.** The Speaker, his/her officers, agents, and employees (if applicable), in the performance of this Contract shall act in the capacity of an independent contractor of the University and not as a partner, agent, employee, or joint venturer of the University. Neither party shall hold himself/herself out contrary to these terms by advertising otherwise or be bound by any representation, act, or omission whatsoever of the other.
9. **Liability.** Speaker, his/her officers, agents, and employees (if applicable), agrees to provide his/her own liability insurance in the performance of this contract.
10. **Dispute Resolution.** In the event a dispute arises between the parties with regard to the rights or duties created by this Contract, or in the event of a breach of this Contract by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.
11. **Entire Contract/Modification.** This Contract constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended except by an agreement signed by the Speaker and an authorized representative of University.
12. **Governing Law.** This Contract shall be governed by and construed under the laws of the State of California.

13. **Severability.** If any term of this Contract or its application to any person or circumstance shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.
14. **Assignment.** The Speaker shall not assign the rights or obligations under this Contract without the prior written consent of the University.

UNIVERSITY

SPEAKER

By _____

Address _____

City, State, Zip _____

Phone _____