

# SPEAKER CONTRACT

This **SPEAKER CONTRACT** for the personal services of an individual to speak at the event to be described below, is made between (the) \_\_\_\_\_ and the undersigned speaker, hereinafter called the "Speaker", for the personal services of the Speaker.

1. **PROGRAM/LECTURE DESCRIPTION:** \_\_\_\_\_  
Date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_ Length \_\_\_\_\_ Minutes  
Event Location: \_\_\_\_\_

2. **SPEAKER NAME:** \_\_\_\_\_  
Social Security Number (Required): \_\_\_\_\_ **(W-9 Required)**  
Permanent Address: \_\_\_\_\_ (Street Address)  
\_\_\_\_\_ (City, State Zip Code + 4)

If Speaker is represented by an Agent and payment is to be made to Speaker's Agent, the following information must be supplied:

AGENT NAME \_\_\_\_\_  
FEIN Number (required) \_\_\_\_\_  
Permanent Address: \_\_\_\_\_ (Street Address)  
\_\_\_\_\_ (City, State Zip Code + 4)

3. **DEPT./INDIVIDUAL CONTACT:** \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Department)  
\_\_\_\_\_ (Campus Address)  
\_\_\_\_\_ (Phone/FAX)  
\_\_\_\_\_ (EMAIL)

4. **COMPENSATION** is: Fee/Honorarium \_\_\_\_\_  
Lodging \_\_\_\_\_  
Meals \_\_\_\_\_  
Transportation \_\_\_\_\_  
Other \_\_\_\_\_  
**TOTAL COMPENSATION** \$ \_\_\_\_\_

State CASH ADVANCE DEPOSIT amount if it is required by Speaker: \$ \_\_\_\_\_

5. **PAYMENT:** All payments will be in form of a check issued by Auxiliary Services Corporation and will be payable to SPEAKER OR AGENT as indicated in Number 2. above.

6. **INDEPENDENT CONTRACTOR:**  
The Speaker, its officers, agents and employees (if applicable), in the performance of this Speaker Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of SUNY Cortland or Auxiliary Services. The Speaker agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of SUNY Cortland or Auxiliary Services. As such, the parties will each be responsible for their own acts of negligence as determined by law.

7. **LIABILITY:**  
(a) Speaker agrees to hold the SUNY Cortland and Auxiliary Services harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement.  
(b) This contract shall be construed under the laws of the State of New York. In the event of a controversy or dispute hereunder, the parties designate Cortland County, New York as the appropriate jurisdiction and venue. This document represents the entire understanding of the parties, and contract shall not be modified or amended unless in writing.

8. **CANCELLATIONS:**  
(a) Either party may cancel this Speaker Contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.  
(b) If, due to illness, accident, or other causes legally known as Acts of God, Speaker is forced to cancel a Speaker Contract, neither party, nor any representative shall be liable for any payment.

9. **MISCELLANEOUS:**

- (a) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify SUNY Cortland and/or Auxiliary Services against any liability or damages, including attorney fees, which may arise as a result of violation by Speaker of copyright laws.
- (b) Details and manner of speech are under the control of the Speaker. However, the speaker may be directed to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws.
- (c) Anticipated starting times specified in the Speaker Contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Speaker is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.

10. **ENTIRE AGREEMENT AND NOTICE**

This Speaker Contract constitutes the entire agreement between the parties.

11. **EXECUTED CONTRACT SIGNATURE:** This Speaker Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Contract.

The parties have agreed to and executed this Speaker Contract as of the dates indicated below:

**ACCEPTED BY:**

\_\_\_\_\_  
(Please Print)

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

By:

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

**ACCEPTED BY:**

**SPEAKER NAME** \_\_\_\_\_

(Please Print)

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

AGENT'S Name \_\_\_\_\_

(If Applicable)

(Please Print)

Agent's Title: \_\_\_\_\_

(Please Print)

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