

GEORGIA STATE UNIVERSITY SPEAKER AGREEMENT

THIS AGREEMENT made between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University located in Atlanta, Georgia (“Georgia State”) and

Speaker:

Speaker d/b/a:

Address:

Telephone: Fax: Federal Employer ID:

Speaker’s Representative:

(“Speaker”), who in consideration of the mutual promises set forth herein, do hereby agree as follows:

- 1. DETAILS OF EVENT:** Georgia State hereby engages Speaker to present a keynote address or other speech on an agreed-upon topic as set forth below (the “Event”).

Event Title / Description:

Speaker’s Topic:

Event Date: Event Time: Length of Speaker’s Keynote:

Event Venue:

Interviews & Meet and Greet

Speaker shall allow pre- or post-event interviews upon request by student media representatives and Georgia State University Public Relations and Marketing Communications for social media coverage, which may include photography. If a student meet and is included in the Additional Speaker Activities, then Speaker shall allow the opportunity for student/Speaker selfies.

Additional Activities:

Social Media: If Speaker participates in social media, he/she will send all of the following that apply from his/her account:

- Facebook: GeorgiaStateUniversity
- Instagram: @GeorgiaStateUniversity and @GSUPanthers
- Twitter: @GeorgiaStateU and @GSUPanthers
- Snapchat: @GeorgiaStateU and @GSUPanthers

- 2. COMPENSATION:** For and in consideration a Performance Fee of \$ (the “Fee”) and the public exposure that will accrue to Speaker, the receipt and sufficiency of which is hereby acknowledged, the parties agree as set forth herein. The total Fee will be paid by University check, net 30 days following the final Event activity or submission of by Speaker of the executed Agreement and required supporting documentation (completed New Vendor Profile Form (or IRS W-9), Invoice for service, and Notarized Immigration Form with E-Verify number if the Fee is over \$2,500), whichever later occurs.

- 3. TRANSPORTATION & LODGING:** Travel and lodging are the responsibility of the party indicated below. Reimbursements by Georgia State are payable within 30 days of receipt of Speaker’s invoice accompanied by supporting receipts.

Air:	Speaker <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Local Transportation:	Speaker <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Hotel:	Speaker <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Meals:	Speaker <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Notes:	<input type="text"/>			

4. **GEORGIA STATE OBLIGATIONS:** Georgia State will furnish the venue and shall determine, in its sole discretion, the type and amount of services for the proper operation of the venue for the Event. Any additional technical or support requirements must be mutually agreed upon in writing by both parties and set forth in the Speaker's Technical Rider ("the "Rider) which, if any, shall be initialed by both parties, attached hereto and incorporated herein by reference.
5. **SPEAKER OBLIGATIONS:** Unless otherwise agreed to in writing by the parties, Speaker shall arrange and pay for all Event Speakers, transportation and accommodations for Speaker and Speaker's entourage and any other costs incurred in connection with the Event other than those expenses to be paid by Georgia State pursuant to this Agreement.
6. **SOUND QUALITY, CLARITY, and VOLUME:** Georgia State retains the exclusive right to supervise and control volume level, sound quality and clarity of Event to ensure safety of patrons and equipment, overall quality and clarity of sound for patron satisfaction, and the proper enforcement of applicable local ordinances. Georgia State will consult with Speaker in an attempt to reach a mutually-agreeable decision; provided, in the event the parties are unable to reach a mutually-agreeable resolution of these issues, Georgia State's determination shall control. In that event, if Speaker refuses to comply with Georgia State's directives regarding these issues, Speaker shall be deemed to be in default of this Agreement and agrees to forfeit the Fee and to reimburse Georgia State for all costs and expenses incurred in association with the Event.
7. **PUBLICITY:** Upon execution of this Agreement, Speaker will promptly furnish photographs and biographical information to Georgia State for use in advertising and promoting the Event. Unless otherwise agreed to in writing, Georgia State shall make all decisions regarding Event advertising and promotion and will be solely responsible for the costs thereof.
8. **MERCHANDISE:** If agreed to in writing, Speaker may sell promotional merchandise at the Event upon payment of 15% of net sales (the "Merchandise Fee") to Georgia State. Georgia State reserves the right to refuse the sale of specific promotional items in its sole discretion. Speaker is solely responsible for paying applicable sales tax to appropriate taxing authorities. For purposes of this Agreement, Net Sales shall be defined as gross sales less eight percent (8%) sales tax. Speaker is solely responsible for all shipping charges associated with shipping the merchandise to and from the venue. Speaker shall receive no compensation from the sale of promotional items developed for sale by or on behalf of Georgia State.
9. **COMPLIMENTARY TICKETS:** Georgia State will provide Speaker with five (5) complimentary tickets to Event if applicable. Speaker must return all unused complimentary tickets for release and sale to the public no less than 24 hours prior to the Event Time.
10. **RECORDING:** For in-person events, Speaker grants Georgia State University the right to live stream the performance to all Georgia State satellite campuses and university community members, and to photograph and/or video Speaker with no-flash during the first five (5) minutes of performance for archival purposes or educational purposes and for inclusion in publications of Georgia State University and its student media groups. Virtual events may be live-streamed or pre-recorded for asynchronous online presentation. Subject to rights granted to Georgia State herein, Speaker all other rights to his or her work. Speaker may request from Georgia State a copy of the any recording or, if made, a transcript of the recording.
11. **FORCE MAJEURE:** In the event that the purpose of the Agreement is substantially frustrated, or performance by either party to this Agreement is made illegal, impossible, or commercially impractical, by acts of God, fire, flood or terrorism, strike, acts of war, civil disorder, utility or communications failures, governmental or university transportation or travel restrictions (but not delay of arrival for Event except where documented travel arrangements show that travel was booked to arrive in Atlanta at least 3 hours in advance of Event and the delay was caused by the common carrier rather than Speaker), acts or regulations of the United States or state government or their respective agencies, outbreak, epidemic, pandemic, health and safety concerns as determined by the University that are not caused in whole or in part by the negligence of either party, serious illness of Speaker requiring documented inpatient hospitalization the parties shall respectively be relieved of their obligations hereunder and there shall be no claim for damages by either party against the other; provided, upon termination of the Agreement, Speaker shall refund any sums already paid by University less actual non-refundable expenses substantiated with receipts and fees due for work performed through the date of termination.
12. **WARRANTIES OF SPEAKER:** Speaker covenants, warrants and represents that: (1) Speaker has the full right and power to enter into this Agreement and to perform on the date(s) and at the venue set forth in Paragraph 1; (2) Speaker's performance of the Event will not violate or infringe on any copyright, right of privacy or publicity, or other statutory or common law right of any person, firm, or corporation; (3) Speaker has secured and paid for all rights, permissions, and licenses from the appropriate parties and performing rights societies to perform the Event; and (4) Speaker's performance will not defame any person, firm or corporation.

- 13. WARRANTIES OF SPEAKER'S REPRESENTATIVE:** Speaker's representative, if signing this Agreement, warrants and represents that it is an authorized representative of Speaker with full and current legal authority to Agreement on Speaker's behalf.
- 14. INDEMNITY:** Speaker does hereby indemnify and shall hold harmless Georgia State, its members, agents, servants and employees, the Board of Regents of the University System of Georgia and its members, agents, servants and employees (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, demands, causes of action, actions, judgments or other liability including attorneys' fees (other than liability the fault of the Indemnified Party) arising out of, resulting from or in connection with this Agreement, including but not limited to: (1) any breach or alleged breach of Speaker's warranties set forth above; (2) the violation by Speaker of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights or other intellectual property rights; and (3) injuries to persons and damage to property caused by Speaker.
- Speaker's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.
- Speaker agrees to assume, at Speaker's sole expense, the defense of any claims, demands, suits, or actions based on or arising from the breach or alleged breach by Speaker of any of Speaker's warranties or obligations under this Agreement, but acknowledges that Georgia State reserves the right to select counsel of its own choice, at its own expense, to defend any of the foregoing claims, demands, suits, or actions.
- 15. COMPLIANCE:** Representative and Speaker agree to abide by all Georgia State University policies and federal, state and local laws applicable to the performance of the Agreement.
- 16. CANCELLATION:** Either party may cancel the Agreement without cause upon written notice to the other party. In the event of cancellation without cause by Speaker, Speaker and Representative shall be jointly and severally liable for reimbursing Georgia State for all documented out of pocket expenses incurred in preparation for the Event, prior to the date of cancellation. In the event of cancellation without cause by Georgia State, Georgia State shall reimburse Speaker for Speaker's non-refundable travel and hotel costs incurred prior to the date of cancellation. Reimbursement payments due under this provision shall be paid within 30 days of demand accompanied by supporting receipts. Amounts not paid when due shall become subject to 1.5% interest per month. Speaker and Representative shall be jointly and severally responsible for all costs of collection, including reasonable attorney's fees and court costs.
- 17. BREACH OF AGREEMENT:** Georgia State may regard Speaker to be in default of this Agreement if Speaker abandons performance of the services to be rendered under this Agreement at any time prior to completion of performance, fails to otherwise comply with this Agreement for any reason other than a force majeure occurrence as defined herein, or fails to reimburse sums due for cancellation without cause. In such event, Representative and Speaker shall be jointly and severally liable for reimbursing Georgia State for all documented out-of-pocket expenses directly incurred in the University's preparation for the engagement (including, but not limited to, venue rental, marketing, production, front-of-house, travel, security and catering), which reimbursement shall be paid in full within thirty (30) days of demand for payment. Amounts not paid when due shall become subject to 1.5% interest per month. Speaker and Representative shall be jointly and severally responsible for all costs of collection, including reasonable attorney's fees and court costs.
- 18. ASSIGNMENT:** Speaker may not assign any of its obligations under this Agreement except with Georgia State's prior written consent.
- 19. REMEDIES / NO WAIVER:** All the rights and remedies of Georgia State under this Agreement are distinct, separate and cumulative, and mention or reference to any one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy, and Georgia State shall have to the fullest extent permitted by law the right to enforce any rights or remedies separately. No failure by Georgia State to enforce any provision of this Agreement nor any waiver of any right by Georgia State, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia State to enforce same or any subsequent default or breach of such provision.
- 20. TAXES:** Notwithstanding the foregoing, Speaker shall be responsible for payment of all taxes due under the Internal Revenue Code and under other applicable laws, including taxes on non-resident aliens and foreign corporations.
- 21. GOVERNANCE:** In the event of any conflict between the terms of the Agreement and any Riders, then this Agreement shall control.
- 22. INDEPENDENT CONTRACTORS:** Georgia State and Speaker are contractors independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless expressly agreed to in writing and signed by both parties hereto.

- 23. NON-DISCRIMINATION:** The parties agree that in the performance of the Agreement they will not discriminate against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation or national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia.
- 24. NOTICE:** Any notice which the parties may desire or may be required to send to each other under this Agreement shall be deemed sufficiently given if in writing and personally delivered or sent by registered or certified mail, postage prepaid, addressed, if to Speaker, at the address set forth above, or, if to Georgia State, as follows: Senior Director, Georgia State University Student University Center, P.O. Box 3973, 360 Student Center, Atlanta GA 30303-39973, with a copy to Georgia State University Office of Legal Affairs, P.O. Box 3987, Atlanta, GA, 30303-3987, or other such addresses as the parties may from time to time designate by written notice.
- 25. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Georgia.
- 26. SEVERABILITY:** If any provision of this Agreement or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this Agreement shall nonetheless remain in full force and effect.
- 27. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof, and supersedes any and all prior written or oral understandings or agreements between the parties. This Agreement may not be changed, altered, modified, or amended without the written consent of both parties. Whenever the approval or consent of Georgia State is required by Speaker pursuant to this Agreement, such approval or consent shall not be deemed to be given unless in writing. The Agreement shall not be considered binding until fully executed, including initialing by both parties of any revisions to the Agreement documents.
- 28. RIDERS:** Riders must be initialed by both parties to be considered part of the Agreement. If technical requirements are presented by or on behalf of Speaker subsequent to execution of the Agreement, Georgia State reserves the right to renegotiate the terms of the Agreement and, if mutually agreeable terms are not reached, to cancel the Agreement with no further obligation to Speaker.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the last day below written.

Speaker:

Board of Regents of the University System of Georgia by and on behalf of Georgia State University:

By: _____
 Authorized Representative Date

By: _____
 Authorized Representative Date

 Print Name

 Print Title