**SPEAKER CONTRACT**

 THIS CONTRACT is made as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ by and between Carleton College (“College”) and \_\_\_\_\_\_**[Insert Name of Speaker]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Speaker”).

College and Speaker agree as follows:

 1. Speaker’s Duties. Speaker agrees to provide speaking services at the College at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert location] on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_, from \_\_\_\_\_\_ to \_\_\_\_\_\_\_\_, \_\_\_\_\_.m. in connection with: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Insert Title or general subject matter here, and type e.g. lecture, panel, public forum.**

2. Approval of Other Speakers. Both parties agree that the appearance of any other act(s) on the same bill as Speaker will be subject to join approval of the College and Speaker. Further, Speaker agrees that substitute Speakers will not replace featured members of the group unless such request is approved in advance by the College.

 3. Payment. For the entertainment services described above, the college shall pay the Speaker $\_\_\_\_\_\_\_\_\_\_. The College shall pay Speaker electronically to the Speaker’s Bank via the Automated Clearing House (ACH) for the performance of the Work. College shall make payment not later than thirty (30) days after Speaker’s services are rendered. Speaker shall furnish a completed IRS form W9. Taxes: (a) Compensation received by non-Minnesota resident entertainment entities, including public speakers, for performances in Minnesota may be subject to a 2% nonresidential entertainment tax on the gross compensation which exceeds $600. (b) Payments to foreign residential aliens will be subject to appropriate federal withholding per IRS rules and regulations. Speaker will not be paid if they cancel the performance.

4. Expenses. Unless otherwise noted below, the Speaker is responsible for making and paying for arrangements and expenses associated with travel and lodging related to the speaking engagement. Carleton will allow for the cost of expenses to include; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Insert as agreed upon, e.g. reasonable round-trip coach airfare, lodging, meals, and local ground transportation.]** Per IRS guidelines, the cost of these expenses will be added to the fees as one taxable payment. Speaker will provide the college the original receipts of the allowed expenses for the College to determine the total payment.

 5. Execution and Amendments. No student may bind the College to a contract. All contracts must be signed by an authorized representative of the College. The authorized representative, in signing this Contract, does so as a duly authorized representative of the College and does not assume any personal liability for meeting the terms of the Contract. This Contract constitutes the entire agreement and understanding by and between the parties with respect to the subject matter herein referred to and supersedes all prior understandings and agreements. No change or modification to this Contract shall be by valid or binding unless the same is in writing and signed by both parties.

6. Independent Contractor. This agreement shall not render the Speaker an employee, partners, agent of, or joint venture with the College for any purpose. The Speaker is and will remain an independent Contractor in their relationship to the College. The Speaker shall be responsible for their own liability insurance and all wages, payroll tax withholding, worker’s compensation coverage and unemployment compensation coverage for other employees or individuals who are part of Speaker’s group.

 7. Indemnification. The Speaker and its agents, employees, successors and assigns, agree to indemnify, hold harmless, protect and defend the College and its agents and employees, from all claims, reasonable attorney’s fees and court costs, out-of-pocket expenses, damages (including compensatory, punitive damages and reasonable attorney’s fees) and liabilities, arising from or relating to the speaker's presentation of the performance or to its obligations under this agreement. This indemnification provision shall survive the expiration or termination of this Contract.

 8. Assignment of Contract. Speaker may not assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, in this Contract. College may, at any time, assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, under this Contract.

 9. Publicity. Speaker may not use any intellectual property or other property of the College including but not limit to logo, data, pictures, word marks, trademarks, copyrights or other property belonging to the College in its external advertising, marketing programs, or other promotional efforts, except with advance, written authorization from the College.

10. Termination.

(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 the event.

(b) Speaker agrees to furnish payment to the College for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after the billing, subject to the limitations in Section 12, below.

(c) 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.

(d) In addition, Carleton shall have the right to cancel this agreement without liability of any kind in the event Speaker, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Carleton, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Speaker’s performance.

 11. Governing Law. This contract shall be governed by and construed exclusively in accordance with the laws of the state of Minnesota. If any term or provision of this agreement shall be held illegal, unenforceable or in conflict with any law governing this agreement, the validity of the remaining portion shall not be affected thereby.

 12. Force Majeure. This agreement is subject to immediate termination upon written notice to the other party in the event of sickness, accidents, whether, riots, strikes, epidemics, acts of God, or any other legitimate conditions be on the College’s or Speaker’s control. In the event this contract is terminated pursuant to this paragraph, the College shall not be obligated to compensate or make payments to the Speaker.

 13. Conduct. During the performance of this Agreement, Speaker acknowledges and is responsible to ensure that its officers, directors, employees, agents or sub Speakers adhere to and obey all College rules, policies, and procedures when on College property, including, but not limited to, prohibition of the use of drugs and alcohol, as well as banning weapons from the College’s premises. Speakers will maintain an open and inclusive space for students, faculty, and staff.

 14. Responsibility. Speakers are responsible for their equipment and personal property.

 15. Entire agreement. This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute “a writing” to this agreement unless expressly included herein.

16. Miscellaneous. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns; (ii) may be executed in one or more counterparts, all of which shall be considered one and the same agreement; (iii) embodies the entire agreement and understanding, and supersedes all prior agreements and understandings between College and Speaker relating to the subject matter hereof; and (iv) may be amended or modified only in writing or as specifically provided herein.

THE INDIVIDUAL SIGNING below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Speaker and that this Agreement is binding upon the Speaker in accordance with its terms.

|  |  |
| --- | --- |
| SPEAKER:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Printed NameBy\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | COLLEGE: \_\_\_\_\_\_Printed NameBy\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |