Georgia State University FOUNDATION

### SPEAKER AGREEMENT

**THIS AGREEMENT** between the Georgia State University Foundation on behalf of the Georgia State University Click here to enter text. (collectively referred to as “Georgia State”), and

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| **Speaker:** Click here to enter text. |
| **Speaker d/b/a:** Click here to enter text. |
| **Address:**  Click here to enter text. **Telephone:** Click here to enter text.  |
| **Federal Employer ID:**  Click here to enter text. |
| **Speaker’s Representative:** Click here to enter text. |

(“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, and Speaker agrees to render services as set forth below (the “Event”).

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| **Event Title / Description:** Click here to enter text. |
| **Detailed Description of Services:** Click here to enter text. |
| **Length of Performance:** Click here to enter text. |
| **Performance Venue:** Click here to enter text. |
| **Performance Date:** [click to select date]  **Time:** Click here to enter text. |
| **Load-in Starts:** Click here to enter text.  **Load-out/Clean-up Ends:** Click here to enter text. |
| **Additional Activities:** Click here to enter text. |
| **Miscellaneous:** Click here to enter text. |

**2. COMPENSATION:** For and in consideration a Performance Fee of $[amount] (the “Fee”) and the public exposure that will accrue to Speaker, the receipt and sufficiency of which is hereby acknowledged, the above-named parties do hereby agree as set forth herein. 100% of the Fee will be paid immediately following the final Event Performance by Georgia State University Foundation check.

**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 supported by accompanying receipts.

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| **Air:** | Speaker [ ]  Georgia State Reimbursement [ ]  Direct Pay [ ]  N/A [ ]   |
| **Local Transportation:** | Speaker [ ]  Georgia State Reimbursement [ ]  Direct Pay [ ]  N/A [ ]   |
| **Hotel:** | Speaker [ ]  Georgia State Reimbursement [ ]  Direct Pay [ ]  N/A [ ]   |
| **Meals:** | Speaker [ ]  Georgia State Reimbursement [ ]  Direct Pay [ ]  N/A [ ]   |
| **Notes:** |  |

**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; cartage; insurance; rehearsal costs; and any other costs incurred in connection with the Event other than those expenses to be paid by Georgia State pursuant to this Agreement. Any expenses incurred by Georgia State on behalf of Speaker must be promptly settled by Speaker upon presentation to Speaker of an invoice bill therefore and may be deducted from the Fee paid to Speaker.

**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 & CONCESSIONS:** 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. Upon request, Georgia State may agree to sell merchandise on Speaker’s behalf in exchange for a labor fee of $10.00 per hour or any part thereof in addition to the Merchandise Fee. Payment of the Merchandise Fee and Hourly Labor Fee is due in cash immediately following completion of the Event.

 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.

 Georgia State has the sole right and authority to sell concessions at the performance and to retain all profits resulting there from.

**9. COMPLIMENTARY TICKETS:** Georgia State will provide Speaker with ten (10) complimentary tickets. Speaker must return all unused complimentary tickets for release and sale to the public no less than 24 hours prior to each Event Performance Time.

**10. ADDITIONAL SPONSORS/UNDERWRITERS**: Speakermust notify Georgia State of all sponsors, underwriters or other third parties receiving promotional consideration from Representative or Speaker. Georgia State reserves the right to limit any promotional/sponsorship activities which do not meet the artistic requirements of Georgia State or contribute to its mission, as determined in Georgia State’s sole discretion. Georgia State will not accept alcohol or tobacco-related sponsorships. In cases where a sponsor is approved, Georgia State must be acknowledged in all publicity related to the Event. In all printed matter, Georgia State University's name and/or logos shall be larger and more prominent than the names and/or logos of additional sponsors or underwriters. In all other forms of publicity, Georgia State University shall be the primary sponsor.

**11.** **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 the 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 retains 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.

**12. 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.

13. 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; (4) Speaker’s performance will not defame any person, firm or corporation; (5) Speaker will not violate the Code of Good Practices of the National Association of Broadcasters if the Event is authorized under this Agreement to be broadcast by radio or television; and (6) Speaker shall not perform within a one hundred miles radius of Georgia State University within thirty (30) days of the scheduled Event unless agreed to in advance and in writing by Georgia State.

**14. 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.

**15. INSURANCE**: AGENT and SPEAKER are responsible for providing worker’s compensation coverage for their employees and shall maintain Commercial or Comprehensive General Liability (CGL) insurance, covering all losses and damages which are the result of or the fault or negligence of the SPEAKER, AGENT or their agents, servants, members, employees, Contractors and sub-contractors, with a company licensed to do business in the State of Georgia with a minimum combined single limit, for Property Damage and/or Bodily Injury, in an amount of One Million Dollars and No Cents ($1,000,000.00) per occurrence and Three Million Dollars and No Cents ($3,000,000.00) annual aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, completed operations, and contractual liability coverage that encompasses the indemnity obligations specified in this Agreement. AGENT and SPEAKER shall furnish the University with a copy of said policy upon request.

**16. INDEMNITY:** Speaker does hereby indemnify and shall hold harmless the Georgia State University Foundation, Georgia State University, the Board of Regents of the University System of Georgia and their its members, agents, servants and employees (each hereinafter referred to individually as the “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) resulting from or in connection with this Agreement, including but not limited to: (1) any alleged breach of Speaker’s warranties set forth above; (2) the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent or other intellectual property rights; (3) all injuries or death to persons or damage to property, including theft; (4) Speaker's failure to perform all obligations owed to Speaker's employees including any claim Speaker's employees might make for privilege, compensation or benefits under any employee benefit plan; and (5) any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA and unemployment or other state and federal taxes. 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.

**17. COMPLIANCE:** Representative and Speaker agree to abide by Georgia State policy and with federal, state and local law applicable to the performance of the Agreement.

**18. BREACH OF CONTRACT:** Georgia State may regard Speaker to be in default of this Agreement if Speaker cancels or otherwise abandons performance of the services to be rendered under this Agreement at any time prior to completion of performance for any reason other than a force majeure occurrence as defined herein. In such event, Representative and Speaker shall be jointly and severally liable for reimbursing Georgia State for out-of-pocket costs incurred in preparing for and promoting Event including, but not limited to, venue rental, marketing, advertising, production, box office, front-of-house and travel expenses. Reimbursement must 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 and Speaker and Speaker’s Representative shall be jointly and severally responsible for all costs of collection, including reasonable attorney’s fees and court costs.

**19. TERMINATION:** Georgia State may terminate the Agreement for cause if Speaker or Speaker’s Representative is in default under the Agreement, becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event this Agreement is terminated for cause, Representative and Speaker shall be jointly and severally liable for reimbursing Georgia State for out-of-pocket costs incurred in preparing for and promoting Event including, but not limited to, venue rental, marketing, advertising, production, box office, front-of-house and travel expenses. Reimbursement must 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 and Speaker and Speaker’s Representative shall be jointly and severally responsible for all costs of collection, including reasonable attorney’s fees and court costs.

**20. ASSIGNMENT:** Speaker may not assign any of its obligations under this Agreement except with Georgia State’s prior written consent.

**21. 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.

**22. ATTORNEY’S FEES:** In case any suit, action, or proceeding shall be brought or taken by Georgia State to enforce any right or exercise any remedy under this Agreement, Georgia State shall be entitled to receive and there shall be allowed to Georgia State, to be included in any judgment recovered, reimbursement for all reasonable costs, including attorneys’ fees and court costs.

**23. TAXES:** Georgia State may withhold such sums as Georgia State may determine in its sole discretion should be withheld under the Internal Revenue Code and other laws without liability to Speaker as a result thereof. 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.

**24. GOVERNANCE:** In the event of any conflict between the terms of the Agreement and any Riders, then this Agreement shall control.

**25. 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.

**26. 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, handicap, 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.

**27. 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 Comptroller, Georgia State University Foundation, Inc., One Park Place South SE Suite 533, Atlanta GA 30303, with a copy to Georgia State University Office of Legal Affairs, 100 Auburn Avenue Ste. 315, Atlanta, GA, 30302-3987, or other such addresses as the parties may from time to time designate by written notice.

**28. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Georgia.

**29. 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.

**30. 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 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 may only be given in writing. The Agreement shall not be considered binding until fully executed, including initialing by both parties of any revisions to the Agreement documents.

**31. 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.

**Georgia State University Foundation: Speaker**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative Date Authorized Representative Date

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