

SPEAKER ENGAGEMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made by and between the Board of Regents of the University System of Georgia by and on behalf of Fort Valley State University (hereinafter referred to as "the University"), and _____ whose principal place of business is located _____(hereinafter referred to as "Speaker").Whereas 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. **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 _____

- 3. **Compensation and Expenses.** Please check one of the following boxes:

If University will use non-Title III funds to pay Speaker, please complete:

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

If University will use Title III funds to pay Speaker, please complete:

Honorarium _____

Consulting Fee _____

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

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

5. **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

6. **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.

7. **Liability.** Speaker, his/her officers, agents, and employees (if applicable), agrees to provide his/her own liability insurance in the performance of this contract.

8. **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. However, this section shall not be interpreted to prohibit either party from pursuing legal action if the parties are unable to reach an agreement through alternative dispute resolution.

9. **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.

10. **Governing Law.** This Contract shall be governed by and construed under the laws of the State of Georgia.

11. **Certification Regarding Georgia Security and Immigration Compliance Act.** Speaker certifies that it has complied, and will comply, with the Georgia Security and Compliance Act (O.C.G.A. § 13-10-90 et seq.). Speaker agrees to sign and comply with Attachment 1, Immigration and Security Affidavit, if applicable.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
FORT VALLEY STATE UNIVERSITY

SPEAKER

Signature

Authorized Contracting Employee/VPBF

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

FEI/SS#: _____

Date: _____

Date: _____

