

PROFESSIONAL SPEAKING ENGAGEMENT AGREEMENT

This Agreement is made effective as of _____, by and between _____(company), of _____, _____, and James Donaldson, Professional Speaker and author of Standing Above the Crowd, of 3213 W. Wheeler St. #162, Seattle, Washington 98199.

In this Agreement, the party who is contracting to receive services shall be referred to as "_____(company)", and the party who will be providing the services shall be referred to as "Professional Speaker".

Professional Speaker has a background in professional speaking, motivational and inspirational keynote speaking, workshops and seminars, teambuilding, business consultation, facilitation, etc. and is willing to provide services to _____(company) based on this background.

_____(company) desires to have services provided by Professional Speaker.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on _____, Professional Speaker will provide the following services (collectively, the "Services"): Speaking to pre-arranged and scheduled audience.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Professional Speaker shall be determined by company. _____(company) will rely on Professional Speaker to provide services during the hours that are agreed upon to fulfill Professional Speaker's obligations under this Agreement.
- 3. PAYMENT.** _____(company) will pay an agreed upon fee to Professional Speaker for the Services in the amount of \$_____, of which 1/2 is due within 15 days of signing of this agreement and the remaining 1/2 of agreed upon fee is to be paid to speaker within 72 hours (3 days) of speaking engagement and before speaker is to begin travel to destination of scheduled speaking engagement. Speaker will notify company that he is in receipt of total speaking fees and complete confirmation of speaking engagement will take place then. Company may have the option to pay 100% of fees at any time after signing of agreement.

- **REFUNDING OF FEES**

- o In the event of cancelation of speaking engagement on behalf of company (for any excuse), after 15 days of signing of this agreement, the 1/2 fee that has been

paid within that time period shall not be refundable to company. No additional fees shall be due and transaction and agreement between company and speaker will be terminated.

- In the event of cancelation of speaking engagement on behalf of speaker (for any excuse), after receiving the ½ payment within 15 days after signing of this agreement, speaker agrees to refund the ½ payment to company within a 30 day period of cancelation request made by speaker. No additional fees shall be refunded and transaction and agreement between company and speaker will be terminated.

4. SUPPORT SERVICES. _____(company) will provide the following support services for the benefit of Professional Speaker:

- an opportunity to promote, market and sell books immediately at conclusion of speaking engagement
- supply a mutually agreed upon area complete with chair and table that is visible to exiting audience members ideally towards the back of the room or venue
- a Power-point capable projector and laptop during speaking engagement
- PA sound system with wireless or handheld microphone.

5. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Professional Speaker of the Services required by this Agreement.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Professional Speaker is an independent contractor, and not an employee of _____(company). _____(company) will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Professional Speaker.

7. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Professional Speaker's Intellectual Property. Professional Speaker personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Professional Speaker (or Professional Speaker's employees, if any) during the term of this Agreement shall be the property of Professional Speaker, subject to the irrevocable right and license of James Donaldson, professional speaker and author of Standing Above the Crowd to make, use, and/or sell products and

services derived from any such Intellectual Property without payment of royalties. Such rights and license will be exclusive for the term of this Agreement, and any extensions or renewals of this Agreement. After termination of this Agreement, such rights and license shall be nonexclusive, but shall remain royalty-free. Each party shall execute such documents as may be necessary to perfect and preserve the rights of either party with respect to any such Intellectual Property.

8. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for _____(company):

_____, _____

IF for Professional Speaker:

James Donaldson
James Donaldson
Professional Speaker
3213 W. Wheeler St. #162
Seattle, Washington 98199

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington.

Party receiving services:

By: _____

Party providing services:

James Donaldson

By: _____

Professional Speaker
James Donaldson

EXHIBIT A
Intellectual Property

Books that are written and authored by professional speaker.