

ANNETTE VAILLANCOURT, PH.D.
SPEAKER'S ENGAGEMENT AGREEMENT

This Agreement is made this _____ day of _____(Month) , 2010, by and between Annette Vaillancourt, Ph.D. (hereafter, "the Speaker") and _____ (hereafter, "the Client"). The Speaker agrees to render services of the following nature in accordance with the following terms and conditions.

PLACE OF PRESENTATION

DATE AND TIME OF PRESENTATION

NATURE OF PRESENTATION

COMPENSATION

Honorarium of \$_____ plus travel and expenses will be contingent upon the participation of the Speaker in the presentation under the conditions described and listed herein. An initial deposit of 50% of the honorarium is requested to reserve the date and time of the Speaker's services.

TRANSPORTATION EXPENSES

Travel via public carrier or personal automobile as designated by Speaker. Travel costs totaling \$_____ will be paid by the Client/Speaker as described below:

TIMELINESS AND MANNER OF PAYMENT

The Client agrees to pay an initial deposit of \$_____ to reserved the date and time of the Speaker's services. Check will be made out to "Annette Vaillancourt, Ph.D." A check made payable in the sum of \$ _____ will be provided at the conclusion of the activity or upon the following terms: _____ .

THE SPEAKER'S SERVICES

- A) The Speaker shall render the presentation, as described herein as an independent contractor, and the Speaker shall have no obligation with regard to such presentation, as a result of this Agreement or otherwise, to anyone other than the Client.
- B) The Speaker shall conduct a minimum of two (2) interviews with print and/or electronic media at least fourteen (14) days prior to the presentation for purposes of publicizing the

presentation. Interview details will be coordinated by the Client's Office of Client Relations in conjunction with the Speaker.

CLIENT'S SERVICES

The Client shall furnish facilities and audio-visual equipment, at its own expense, to be used as the presentation site on the date(s) and at the time(s) for the presentation as described herein. Such facilities shall be appropriately heated and lighted and in good condition.

FAILURE OF PRESENTATION

- A) In the event that the Speaker fails to appear or perform pursuant to the terms of the Agreement, the Speaker shall be responsible for payment of all damages, costs and expenses incurred by the Client by reason of such failure to appear. Notwithstanding the foregoing, the Client shall not be responsible for payment as set forth above if the Speaker fails to appear as provided herein due to causes beyond the control of the Speaker, such as the medical disability of the Speaker, or because of an act of God, outside of the Speaker's control.
- B) In the event that the Client cancels the presentation within one week of the scheduled date of presentation contained herein, the Speaker is entitled to compensation for time lost wherein other presentations or professional activities could have ensued. The Speaker will retain the initial deposit as full compensation for any such cancellation. The Client will not be responsible for payment for cancellation due to and act of God or causes beyond the control of the Client. Failure to provide a minimum number of audience members does NOT constitute a cause for cancellation without penalty.

MISCELLANEOUS

- A) The Client shall have the right and royalty-free license to simulcast or to produce and show a tape-delayed broadcast of the Speaker's presentation to the Client community, or to the public generally, through closed circuit or public television/radio, internet video or commercial cable television. This license shall be non-exclusive and the copyright shall remain with the Speaker.
- B) Should the Client choose to record the Speaker's presentation, a copy of the cassette or video tape recording will be provided to the Speaker in approximately 30 days of the activity.
- C) Copies of the audio/video tape of the Speaker's presentation may be maintained by the Client for the use and benefit of its members/employees. Speaker consents to the use of such audio/video tape as provided in this paragraph.
- D) No other audio taping or video taping of the Speaker's portion of the activity shall be permitted without prior authorization by the Speaker.
- E) The Client shall provide an appropriate area, in/or immediately adjacent to the activity in which the Speaker can display and sell books, tapes, CD's and other educational materials produced by the Speaker.
- F) No waiver by either party of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach of the same or any other term, covenant or condition of this or any other agreement.
- G) This Agreement shall in all respects be governed by and construed in accordance with the laws of the state of _____.
- H) Paragraph headings used herein are for convenience only and shall not be deemed to be part of this Agreement.

I) Nothing contained in this paragraph or elsewhere in this Agreement shall be construed as a waiver of the sovereign immunity of the state of _____.

APPENDIUM

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned on the day and year first above written.

Speaker's signature

Date:

SS#:

Client's signature

Date: