**STANDARD SPEAKER AGREEMENT**

**ALL AMOUNTS**

**AN INDIVIDUAL WHO GIVES A PRESENTATION ON A SPECIFIC TOPIC (AND MAY TAKE QUESTIONS AFTER THE PRESENTATION) IS CONSIDERED A SPEAKER NOT A LIVE ENTERTAINER. THE STANDARD SPEAKER AGREEMENT SHOULD BE USED FOR THIS TYPE OF ENGAGEMENT.**

**A COMEDIAN, POET, MUSICAL ACT, OR OTHER ENTERTAINER WHO PERFORMS AN ACT, SPOKEN WORD, MUSIC, ETC. IS A LIVE ENTERTAINER AND THE LIVE PERFORMANCE AGREEMENT IS THE APPROPRIATE AGREEMENT.**

**PLEASE DELETE THIS PAGE, AND ALL [BRACKETED TEXT] INCLUDING HIGHLIGHTS, NOTES, AND RED FONTS BEFORE PRINTING OR SENDING**

**SPEAKER AGREEMENT BY AND BETWEEN**

**ROCHESTER INSTITUTE OF TECHNOLOGY**

**AND**

SPEAKER: **[NAME OF SPEAKER]**

AGENT/REPRESENTATIVE: [AGENCY NAME]

 DATE OF PRESENTATION: [DATE]

PRESENTATION TIME: *See* Section 2, below

LENGTH OF PRESENTATION: *See* Sections 2, below

PLACE OF PRESENTATION: [LOCATION WHERE EVENT WILL TAKE PLACE]

FEE: [AMOUNT AGREED UPON]

This Agreement, effective as of the date of execution by the last party signing this Agreement (“Effective Date”), and constitutes an agreement by and between the Rochester Institute of Technology (“RIT”), a New York not-for-profit educational corporation, on the one hand, and [NAME OF SPEAKER] (“SPEAKER”), located at [ADDRESS], on the other hand (SPEAKER and RIT, collectively, “the Parties”).

1. **PAYMENT.**

(a) Payment Information:

 Name: [NAME]

 Address: [ADDRESS]

 Federal Tax I.D. No.: [FEDERAL ID or SSN]

 Amount: $[AMOUNT AGREED UPON]

Travel and Accommodations: [IF APPLICABLE] RIT shall reimburse SPEAKER for reasonable travel expenses actually incurred, not to exceed $XXX, which shall be made in accordance with the RIT travel policy, and reasonable expenses associated with this speaking engagement.

(b) All payments shall be made via University check within thirty (30) days following the speaking engagement to the name and address identified below. No other method of payment will be used unless agreed to in writing a least one month prior to the date of this speaking engagement. University requires that the name, address, and social security number or federal tax ID number of the individual presenting be submitted for payment. This information shall be submitted at least ten (10) business days in advance of the speaking engagement in order to guarantee timely payment.

1. **TERMS AND CONDITIONS**.

(a) RIT hereby engages the SPEAKER’S services on [DATE] for a presentation entitled [TITLE OF PRESENTATION], to be held at RIT. SPEAKER shall give a presentation lasting approximately [LENGTH OF PRESENTATION]. The details of SPEAKERS presentation are attached hereto as Exhibit 1.

 (b) In addition to the foregoing, the SPEAKER’S commitments on [DATE OF PRESENTATION] shall also include the following:

c) SPEAKER’S presentation will be videotaped by RIT and the videotape may be will be posted on [SITE], located at [WHERE]. SPEAKER hereby agrees to the use of this videotape by RIT. RIT will not post a transcript of SPEAKER’S presentation, except that SPEAKER agrees to allow RIT to close-caption the presentation. [REMOVE THIS PARAGRAPH IF YOU WILL NOT BE RECORDING THE PRESENTATION]

1. **CANCELLATION**. This Agreement is binding on both Parties and cannot be canceled except as follows:  SPEAKER and RIT agree that either Party may cancel this Agreement and Parties shall be released from any liability including deposits or damages hereunder, if SPEAKER or RIT is unable to fulfill the terms of this Agreement due to an event beyond a party’s reasonable control. Events beyond a party’s reasonable control shall include, but are not limited to: (1) acts of God, (2) any order, rule or regulation of any court or government agency, (3) government restrictions, (4) wars, insurrections, terrorism, or civil disorder in or around the performance venue, (5) strikes, lockouts, or other forms of labor difficulties, (6) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions and/or (7) any other cause beyond the reasonable control of the party whose performance is affected (“Force Majeure Event”). If a Force Majeure Event occurs pursuant to this paragraph, the parties’ respective obligations will be excused fully, without any additional obligations, and each party shall bear its own costs incurred in connection with this Agreement. Under such circumstances, both Parties shall use their best efforts to reschedule the performance.  If RIT cancels for any reason other than noted here, then RIT shall reimburse SPEAKER for reasonable non-refundable travel expense, actually incurred, specified in paragraph 1 (a) above, however the parties will use their best efforts to reschedule the performance, if reasonable or practical under the circumstances. If SPEAKER cancels for any reason other than noted here, RIT shall not be obligated to make any payments under this Agreement, and SPEAKER agrees to reimburse RIT for reasonable out-of-pocket expenses.
2. **INDEMNIFICATION**. SPEAKER agrees to indemnify, defend and hold harmless RIT, its officers, trustees, employees, and agents from and against any and all claims, costs (including outside attorney’s fees and court costs), expenses, damages, liabilities, losses, judgments or other action for injury of any nature (including death) made by a third party which relate to the parties’ performance under this. Such indemnification shall not extend to any injury or damage to the extent it is attributable to the sole negligence of the indemnified party.
3. **ENTIRE AGREEMENT**. This Agreement, including Exhibit 1, is the entire understanding between RIT and SPEAKER and no modification or change in this Agreement shall be effective unless in writing executed by both Parties hereto.
4. **GOVERNING LAW; CONSENT TO JURISDICTION**. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflicts of law provisions. Any action to enforce this Agreement must be brought in a court situated in, and the parties hereby consent to the jurisdiction of courts situated in Monroe County, New York. Each Party hereby waives the right to claim that any such court is an inconvenient forum for the resolution of such action.
5. **REPRESENTATION OF AUTHORITIES OF SIGNATORIES**. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
6. **SIGNATURE IN COUNTERPARTS**. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same instrument. Each Party will execute and promptly deliver to the other Party a copy of this Agreement bearing an Original Signature. “Original Signature” means a copy of a signature of a Party that is reproduced or transmitted via email of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and  transmission.
7. **ADDITIONAL RIGHTS**. All rights not specifically granted to RIT in this Agreement, including but not limited to publication rights in the presentation, are hereby reserved to the SPEAKER. SPEAKER agrees not to use (a) the name of any trustee, employee, student or agent of RIT, or (b) any trademarks, service marks or trade names owned or controlled by RIT, in any sales, promotional, advertising or other publication, without the express prior written permission of RIT.

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| **ROCHESTER INSTITUTE OF TECHNOLOGY**By: Printed Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  **[SPEAKER’S NAME IN BOLD, CAPITAL LETTERS]**By: Printed Name: Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit 1**

[TITLE, DESCRIPTION AND DETAILS OF THE PRESENTATION]