

HOWE & HUTTON, LTD.
20 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606-9833
TELEPHONE (312) 263-3001
FAX (312) 372-6685

WASHINGTON D.C. OFFICE
1901 PENNSYLVANIA AVE., NW , SUITE 1007
WASHINGTON D.C. 20007

ST. LOUIS OFFICE
1421 BUCKHURST COURT
BALLWIN, MISSOURI 63021

Barbara Dunn E-mail: bfd@howehutton.com

CHECKLIST OF CONSIDERATIONS FOR SPEAKER AND ENTERTAINER CONTRACTS

When reviewing a speaker or entertainer contract, planners should ensure the following items have been considered and properly addressed in the contract.

- ❑ Presentation/Performance
 - ❑ Does the contract include the name and description of the presentation/performance to be given?
 - ❑ Is the date, arrival time, starting time, duration, and location properly stated in the contract?
 - ❑ Are any other obligations on the speaker/performer clearly defined in the contract, e.g., mandatory dress rehearsal, attendance at a post-program reception?
 - ❑ Are due dates for handouts and other materials clearly defined in the contract?
 - ❑ Does the contract address the environment and equipment for the program, e.g., an appropriately lighted, well-heated or cooled, proper place, with an adequate audio-visual system, and maintained and operated as required by law?
 - ❑ Does the contract state that Speaker/Performer shall make a conscientious effort to communicate and cooperate with the Sponsor's contact person regarding customizing the presentation/performance to the Sponsor's goals?
 - ❑ Does the contract state that the material presented by Speaker shall be timely and shall be presented to the best of Speaker's ability? Often these types of provisions also state that Speaker may refer to notes during the presentation, but shall not read any substantial portion of the presentation from a prepared text.
 - ❑ Does the contract require the Sponsor to provide the Speaker with written evaluations concerning Speaker's presentation?

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- Compensation and Expenses
 - Does the contract clearly definite the fee to be paid to the speaker/entertainer including any deposit or prepayments? Some contracts state the final payment is due upon completion of the presentation/performance.
 - Does the contract specify how the Speaker/Performer's expenses are to be handled, i.e., who makes the travel, hotel and ground transportation arrangements, whether there are any limitations on class of air travel, what the reimbursement policy is relative to receipts and expense reports?
 - It there a provision stating that the Speaker/Performer is acting as an independent contractor and is solely responsible for any and all federal, state and local taxes and fees imposed in connection with Speaker/Performer's services, and the procurement of and payment for any and all necessary licenses and insurance?

- Termination
 - Does the contract include a provision regarding termination? The contract might state that neither party may terminate the agreement or it might state that either party may terminate the agreement with a certain amount of notice.
 - Does the contract address the issue of whether the Speaker/Performer, their bureau or agency will, upon termination of the Agreement by Speaker/Performer, assist the Sponsor in securing an alternate speaker? Some contracts also require the Speaker/Performer or their bureau or agency to pay the costs of notifying attendees of the new speaker/performer.
 - Does the contract address a termination due to an Act of God or other force beyond the parties' control? Generally this type of provision allows the parties to terminate the contract without liability and requires that any deposits be refunded to the Sponsor.

- Intellectual Property
 - Does the contract state that the Sponsor can use the Speaker/Performer's name, picture, and title for purposes of promoting the program/performance?
 - Does the Sponsor have the right to audiotape, videotape or photograph the presentation/performance? If so, are their limitations on the use/distribution of the reproduction? Is the author granting ownership in the work (assignment) or granting permission to use/distribute the work (license)?
 - Does the contract address the Speaker/Performer's use of the Sponsor's name and logo? Generally this type of permission grants the Speaker/Performer the option to use the Sponsor's name and logo so long as their use is limited to promotion of the program/performance.

- Risk Management
 - Does the contract indicate that because the Speaker/Performer is an independent contractor, the Sponsor shall not be liable for any acts, omissions, statements or commitments of Speaker/Performer, nor shall either of them be liable for any injury or loss suffered by Speaker/Performer or those claiming through Speaker/Performer?
 - Does the contract include the Speaker/Performer's representation and warranty that none of the material contained in the presentation/performance to be made by Speaker/Performer

will violate or infringe upon the proprietary or statutory rights of any person or entity, or constitute an invasion of anyone's right to privacy, and that Speaker/Performer shall not libel, slander or defame anyone in making the presentation/performance? These types of provision typically also state that in the event Speaker/Performer is alleged to have engaged in any conduct which, if true, would constitute a breach of such warranty, Speaker/Performer shall defend, indemnify and hold the Sponsor, its officers, directors, employees and agents, and each of them, harmless from any and all claims or causes of action, including court costs and attorneys' fees, resulting from such conduct.

□ Miscellaneous

- Does the contract prohibit the Speaker/Performer from assigning his/her rights and duties under the contract without the Sponsor's prior written consent?
- Does the contract state that it may be amended only in writing and signed by both the Sponsor and Speaker/Performer?
- Does the contract include a provision which states that a waiver by either party of any term or condition of the contract or any breach of the contract shall not constitute a waiver of any other term or condition or subsequent breach of any term or condition of the contract?
- Does the contract include a provision which states that the contract constitutes the entire understanding of the parties and supersedes and replaces all agreements, oral or written, between Sponsor and Speaker/Performer relating to the presentation/performance?