



Speaking Agreement

This agreement is made on _____ (date) between Heart Set Above (hereinafter known as “Speaker”) and _____ (hereinafter known as “Host”) for contracted services of Ellen Radcliff as an Event Speaker. This contract will be voided if not signed and returned with the deposit required (if applicable) within 14 business days.

1. DESCRIPTION OF SERVICES.

The Host has confirmed a _____ (description of event) on _____ (date), beginning at _____ (time) and ending at _____ (time). Ellen Radcliff is confirmed to speak during the following dates/times:

Date	Begin Time	End Time	Topic
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. PAYMENT.

Host agrees to pay Speaker a fee of \$ _____ (amount) plus expenses as outlined below within 14 business days of receiving the final invoice and travel expenses.

3. DEPOSIT

If Speaker has never presented at Host organization before, a 25% non-refundable deposit is due upon returning this signed contract. This amount will be deducted from the total fee. Host can send payment to Heart Set Above through check, Paypal, Venmo, or Zelle.

4. CANCELLATION AND REFUNDING OF FEES

In the event of cancellation by Host, monies owed speaker are as follows:

- Less than 90 days prior to the event date..... 25% of Honorarium plus travel expenses already incurred

- Less than 60 days prior to event date 50% of Honorarium plus travel expenses already incurred
- Less than 30 days prior to event date..... 75% of Honorarium plus travel expenses incurred

In the event of cancellation by Speaker, all fees paid by Host will be refunded.

In the event of inclement weather/act of God, Host will have up to 60 days to schedule a new event date.

5. TRAVEL AND LODGING EXPENSES

Host agrees to reimburse Speaker for any travel and lodging expenses, including the following:

- Round trip coach/economy airfare OR mileage at 65.5 cents per mile
- Checked baggage fees
- Hotel fees
- Meals (no more than \$65/day)
- Vehicle transportation to/from the airport and venue (rental car or Uber/taxi)

Speaker will book all ticketing, reservations, and travel arrangements unless otherwise agreed.

6. SUPPORT SERVICES

Host agrees to provide the following support services for the benefit of Speaker:

- An opportunity to promote, market, and sell books immediately before and after the presentation(s)
- Supply a mutually agreed upon area complete with chair and table that is visible to exiting audience members, ideally toward the back of the room or venue for book sales
- A Power-Point capable projector and laptop during speaking engagement(s)
- PA sound system with a microphone
- Podium or stand during presentation(s)

7. INTELLECTUAL PROPERTY

The following provisions shall apply with respect to copyrightable works, ideas, writings, handouts, digital resources, and discoveries (collectively, "Intellectual Property"):

- Speaker's Intellectual Property. Speaker personally holds an interest in the Intellectual Property derived from and related to her book(s) and speaking materials.
- Recording: Host may stream the event live and may record the event for internal, private distribution to invitees unable to attend the event in person; however, the recording must be deleted after 30 days.
- Permissions. Speaker gives Host permission to use headshots, images, and video recordings in order to promote the event.
- 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 Speaker during the term of this Agreement shall be the property of Speaker, subject to the irrevocable right and license of Ellen Radcliff, LMFT, Speaker, and Author, to make, use, and/or sell products and services derived from any such Intellectual Property without payment of royalties. Such rights and licenses will be exclusive for the term of this Agreement, and any extensions or renewals of this Agreement.

8. NOTICES

All notices required or permitted under this Agreement shall be in writing (email or paper).

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. AMMENDMENT

This agreement may be modified or amended if the amendment is made in writing and is acknowledged by both parties via email or printed signature.

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 enforces as so limited.

12. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as 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 North Carolina.

ACCEPTANCE OF TERMS

We agree to these terms and will abide by this Agreement

Host: _____

Date: _____

Speaker: _____

Date: _____