



## SPEAKER/ARTIST/PERFORMER AGREEMENT

This Agreement is entered into as of \_\_\_\_\_, 20\_\_, between the Arizona Board of Regents acting for and on behalf of Arizona State University (ASU) and \_\_\_\_\_<sup>1</sup> (Speaker), or \_\_\_\_\_, a(n) \_\_\_\_\_,<sup>2</sup> as the authorized agent for Speaker. If Speaker is represented by an authorized agent, then references to Speaker herein will also refer to the authorized agent, where appropriate.

1. **Engagement; Event.** ASU hereby engages Speaker to personally provide the following services, and Speaker agrees to personally provide to ASU the following services (the Presentation) at the following Event (the Event):

Event/Location: \_\_\_\_\_

Dates and times of Event: \_\_\_\_\_

Speaker's Presentation schedule: \_\_\_\_\_

Title of Speaker's Presentation: \_\_\_\_\_

Speaker's hospitality requirements: \_\_\_\_\_

Speaker's technical requirements: \_\_\_\_\_

2. **Notice.** Any communication or notice required under this Agreement will be in writing and may either be given by personal delivery or sent, in all cases, against receipt, addressed to the following:

If to ASU: \_\_\_\_\_

If to Speaker: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Notice will be deemed to be received upon actual receipt by the receiving party or within 5 business days after deposit into the US Mail, postage prepaid, or within 36 hours after delivery to an overnight courier, delivery fees prepaid; or within 24 hours if sent by email without receipt by the sender of an undeliverable email response.

3. **Compensation.** ASU will pay Speaker the all-inclusive fee of \$\_\_\_\_\_ as a fixed lump sum [OR] \$\_\_\_ per hour for a total of \$\_\_\_ upon completion of the Presentation.

4. **Expenses.** ASU has agreed to reimburse Speaker for the following direct expenses: \_\_\_\_\_. If in this Agreement, ASU agrees to reimburse Speaker for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy [FIN 421-01](#). If in this Agreement, ASU agrees to reimburse Speaker for any expenses, Speaker will submit

<sup>1</sup> If an authorized agent is signing, please be sure to fill in the speaker name as well.

<sup>2</sup> Include full legal name of authorized agent, state of formation, and type of entity (i.e.; ABC, Inc., an Arizona Corporation.)

all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Speaker for any expenses, invoices, or receipts for expenses received after that time.

5. Terms of Payment. Payment will be made after completion of the Presentation, within 30 days after completion of the Presentation unless otherwise indicated by ASU:

**Other** \_\_\_\_\_

6. Terms and Conditions. The Parties to this Agreement agree to be bound by the ASU Terms and Conditions for Speakers, Artists and Performers (T&Cs) effective on the date signed below, which are incorporated herein by this reference. The T&Cs are available at <https://www.asu.edu/purchasing/pdf/Speaker-Artist-Performer-Agreement-Standard-Terms-Conditions.pdf> and are also available by mail or email upon request. In the event of any conflict between this Agreement and the T&Cs the inconsistency will be resolved by giving precedence in the following order: i) this Agreement; ii) the T&Cs; and iii) any other agreement or document signed by the parties.

7. Termination. This Agreement may be terminated without cause at no cost to either party upon \_\_\_\_\_ DAYS advance written notice (30 unless otherwise indicated). Upon termination, Speaker will refund to ASU all prepaid amounts for services not delivered or performed. If either party cancels this Agreement or the Presentation with less than the required notice, other than due to an event of Force Majeure, the other party will have all remedies afforded by law and in equity.

8. Authority. If an individual or entity signs below on behalf of Speaker, such signatory represents and warrants that he/she/it has full and current authority to act and contract on behalf of Speaker and obligate Speaker, and that this Agreement is binding upon and enforceable against Speaker and the undersigned (if not Speaker) in accordance with its terms.

9. Liability; Insurance. Speaker, at its expense, will procure and maintain, for the duration of the Event, a policy of commercial general liability insurance in an amount of not less than \$1,000,000, single limit, against claims for bodily injury, death and property damage occurring in connection with the Event and the Presentation. This insurance must name the Arizona Board of Regents, Arizona State University, and the State of Arizona as additional insureds. If requested by ASU, speaker must provide ASU with a certificate evidencing this insurance coverage no later than 10 days prior to the presentation. The insurance requirements of this provision will not apply to a Speaker where: i) the Presentation is primarily academic in nature; ii) the total compensation under Section 3 above (including any honorarium) is \$1,000.00 or less; iii) Speaker's primarily occupation is not acting as a speaker/artist/performer; and iv) a significant portion of Speaker's income is not derived from acting as a speaker/artist/performer.

SPEAKER OR AGENT OR AGENT  
OF SPEAKER

ARIZONA BOARD OF REGENTS FOR AND  
ON BEHALF OF ARIZONA STATE  
UNIVERSITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory Name

\_\_\_\_\_  
Signatory Name

\_\_\_\_\_  
Signatory Title

\_\_\_\_\_  
Signatory Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed