Loren Weisman
Brand Communications and Optics Strategist
Orlando, Florida · Working worldwide

Public Speaking Services Contract

> This PUBLIC SPEAKING SERVICES CONTRACT (Speaking Contract for Loren Weisman) is for the personal services of Loren Weisman to speak at an event to be described below that is made between the (_____) (hereinafter called the "Booking Party") and the undersigned Loren Weisman, hereinafter called the "Speaker", for the personal services of the Speaker.

1. EVENT DESCRIPTION:

Date(s): _____

Time(s): _____

Event Location: _____

Event Title (if applicable): _____

2. SPEAKER NAME:

Loren Weisman

Permanent Address: _____

Websites: LorenWeisman.com

Taxpayer identification is exchanged on IRS Form W-9, sent separately and directly to the Booking Party's accounts payable contact. It is not written on this contract.

Email: speaking@lorenweisman.com

If Speaker has self-booked, or via referral/ affiliate, payment is made out to Loren Weisman. If

Speaker is represented by a speakers bureau or a non exclusive agent for this particular event, payment is to be made to the Speaker's agent, and the following information must be supplied:

AGENT NAME: _____

Business Name: _____

Permanent Address: _____

3. BOOKING PARTY CONTACT:

(Name): _____

(Position): _____

(Address): _____

(Phone): _____

(Email): _____

(Website): _____

4. Speaking Contract: COMPENSATION is:

Fee/Honorarium: _____

Lodging: _____

Meals: _____

Transportation: _____

Other/Per Diem/ Stipend: _____

TOTAL COMPENSATION: $ _____

CASH ADVANCE DEPOSIT amount required by Speaker: $ _____

Travel and expenses. Unless the Booking Party books and pays for travel and lodging directly, the Speaker books and invoices at cost. Air travel is economy class on flights under four hours. Lodging is a single room at or adjacent to the venue. Receipted expenses are submitted within thirty days of the event and reimbursed within thirty days of receipt. Expenses not listed above are incurred only with the Booking Party's written approval.

5. PAYMENT.

Payments will be in form of a check issued by the booking party and will be payable to SPEAKER OR AGENT as indicated in Number 2. above.

The cash advance deposit is due on execution of this Speaker Contract and the date is not held without it. The balance of the total compensation is due on the day of the event, unless the Booking Party's own terms require an invoice, in which case the balance is due net thirty days from the date of the event. Any wire or transfer fee is paid by the party sending the funds.

Zelle, Venmo, PayPal and Square are also available. Square takes Visa, Mastercard, American Express, Discover, Apple Pay, Google Pay and Cash App Pay.

6. INDEPENDENT CONTRACTOR.

The Speaker, its officers, agents and employees (when applicable), in the performance of this Speaker Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the booking party or venue.

The Speaker agrees to take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the Booking Party. As such, the parties will each be responsible for their own acts of negligence as determined by law.

7. LIABILITY.

(a) The Booking Party and the venue shall maintain commercial general liability insurance in force for the event, and shall provide a certificate of insurance on written request. Such protection applies to the Booking Party, the venue and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.

(b) Speaker agrees to hold the Booking Party and venue harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the Booking Party and venue.

(c) The content and manner of the presentation are under the Speaker's control, subject to Section 10(e). The Speaker is not liable to the Booking Party for a member of the audience being offended, upset or disagreeing with material presented in good faith within the agreed subject.

8. DISPUTES For the Speaking Contract For Loren Weisman

(a) This Speaker Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Florida.

(b) Disputes regarding the terms of the Speaker Contract or claims arising out of its execution or performance shall be resolved exclusively in the state or federal courts located in Orange County, Florida.

(c) This Speaker Contract and the terms and conditions contained herein may be enforced by the Booking Party and by each Speaker who is a party to this Speaker Contract, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Speaker.

9. CANCELLATIONS.

In the event of a cancellation by your organization, the speaker would be glad to rebook the event at no penalty if another date is booked within 12 months of the original date.

If there is no rebooking and the event is canceled within 60 days of the event, the speaker will be paid the balance of the contract plus any already-incurred travel and/or preparation expenses. If the event is canceled more than 60 days before the event, the cash advance deposit stated in Section 4 will be returned. If the Speaker has to cancel, the Speaker will do everything possible to obtain a comparable speaker at the same fee. If such a speaker cannot be found, the Speaker will promptly return the deposit in full.

Force Majeure.

Any cancellation by either party shall not be considered a breach of agreement if it is caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, labor strikes, riots, quarantines, wars, civil disorder, and terrorism.

If a force majeure event makes it impossible for the agreement to be fulfilled, the speaker shall be entitled to retain the deposit but shall not be entitled to the full payment, regardless of which party is affected by the force majeure.

10. SPEAKING CONTRACT MISCELLANEOUS.

(a) No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever unless there is a specific written amendment to this Speaker Contract, initialed by the Speaker, relating to and permitting such recording, reproduction, or transmission. The Booking Party will make a reasonable effort to prevent individuals from doing so.

(b) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs.

The Speaker shall indemnify the Booking Party against any liability or damages, including attorney fees, which may arise as a result of a violation by Speaker of copyright laws.

(c) Sale of any souvenir items or programs by Speaker shall only be permitted upon a specific written amendment to this Speaker Contract with Booking Party 30 days prior to the date of engagement, and then subject to the terms listed.

(d) In connection with the performance of work under this Speaker Contract, the Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, gender identity, physical condition, developmental disability, veteran status, sexual orientation or national origin.

(e) Details and manner of speech are under the control of the Speaker. However, Booking Party has the right to direct Speaker to discontinue any activity constituting a violation of Booking Party policies if the venue is a school, university or private venue, as well as any federal, state, or local laws.

(f) Anticipated starting times specified in the Speaker Contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence,

Speaker is required to be at the place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely presentations.

(g) Booking Party is liable for any and all licensed, trademarked or copyrighted audios, videos, visuals or images used to promote speaker or used for the entrance or exit of speaker. Speaker holds no liability for any materials used that were not approved or checked by Booking Party.

(h) Accessibility. The Booking Party is responsible for the accessibility of the venue, the stage and the seating, and for arranging and paying for captioning, sign language interpretation, assistive listening or any other accommodation requested by an attendee. The Speaker will supply any handout or written material in an accessible electronic format on request, at no charge, in reasonable time before the event. The Speaker uses no slide deck, so there is no visual material for an attendee to depend on.

(i) Recordings, likeness and artificial intelligence. Where a recording is permitted under 10(a), it may be used only for the purpose stated in that written amendment. It may not be sold, licensed or sublicensed, and neither the recording, the Speaker's name, image, voice nor likeness may be used to train, fine tune or prompt any artificial intelligence or machine learning system, or to generate synthetic audio, video, text or images of the Speaker, without a separate written agreement signed by the Speaker. This clause survives the end of this Speaker Contract.

11. SPEAKING CONTRACT: ENTIRE AGREEMENT AND NOTICE.

(a) This Speaker Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.

(b) This Agreement may be modified or amended in writing signed by authorized signatories of the Booking Party and Speaker.

(c) Related documents. Before anything confidential is shared in either direction, the mutual non-disclosure agreement applies. The speaker technical requirements sheet sets out what the room needs and forms part of the arrangements for the event. Where a booking comes through a referral partner, the speaker referral agreement governs that relationship. All of them are published in full, with their PDFs, at LorenWeisman.com.

12. EXECUTED CONTRACT SIGNATURE OF SPEAKING CONTRACT:

This Speaker Contract may be signed electronically and in counterparts, each of which is an original and all of which together form one agreement. An electronic signature and an electronically delivered copy have the same effect as an original under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq., and the Uniform Electronic Transaction Act, section 668.50, Florida Statutes.

This Speaker Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties.

The undersigned represents that they are a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Contract. The parties have agreed to and executed this Speaker Contract as of the dates indicated below:

ACCEPTED BY: BOOKING PARTY

Signature: _____

(Please Print) Name: _____

Date: _____

ACCEPTED BY: Loren Weisman / Loren Weisman Representative

Signature: _____

(Please Print) Name: _____

Date: _____