



**Loren Weisman**

Brand Communications and Optics Strategist

Orlando, Florida · Working worldwide

# Speaker Referral Agreement

This Speaker Referral Agreement (the “Agreement”) is entered into \_\_\_\_\_ (the “Effective Date”), by and between Loren Weisman with an address of \_\_\_\_\_ (the “Speaker”) and \_\_\_\_\_, with an address of \_\_\_\_\_ (the “Affiliate/Booker”), collectively “the Parties.”

## 1. Speaker Referral Agreement Purpose.

The Speaker is in the business of Brand Communications and Optics Talks including Business to Arts topics that range from messaging to marketing, optics to optimization, blueprinting to planning, financing options and the foundational approaches of authentic and authoritative development, strategies and tactics for an array of businesses.

Speaker is desirous of gaining additional bookings that include but are not limited to speaking showcase, private speaking, public events, conferences, corporate, panels and conventions. Affiliate is in a position to refer, book, or organize potential speaking events including but not limited to speaking engagements, panels, one offs, conferences, guest and keynote speaker bookings for the Speaker or on behalf of the speaker.

## 2. Speaker Referral Agreement Referral Arrangement.

Upon the Effective Date of this Agreement, Affiliate may, from time to time, refer potential clients/customers to Speaker. Speaker will pay an affiliate a fee for these referrals.

## 3. Speaker Referral Agreement Compensation.

Speaker shall pay Affiliate 50% NET for each successful referral, where a successful referral is defined as a referral that becomes a paid, non refunding event for the speaker. Speaker shall pay Affiliate nothing for each unsuccessful referral, where an unsuccessful referral is

defined as a valid referral speaking opportunity that does not become an event for the Speaker through no fault of Affiliate or Speaker; and a valid referral candidate is a potential event that meets the executed specifications stated in Section 1 above.

Speaker shall pay Affiliate within 48 hours of a completed and compensated referral, where a completed referral will be the booking of the engagement for the speaking event and payment Received by speaker.

Speaker will send \_\_\_\_\_ of advanced, reserving or deposit speaking fees when or if pertinent. Received revenues are defined as available funds becoming available for transfer in an account.

Payment can also be made to affiliate if they choose to represent the booking and then payment to speaker comes from affiliate.

#### **4. Speaker Referral Agreement Term.**

This Agreement shall commence upon the Effective Date, as stated above, and will continue until \_\_\_\_\_. This can be extended at this point or extended before this six month date as well.

#### **5. Speaker Referral Agreement Confidentiality.**

During the course of this Agreement, it may be necessary for Speaker to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Affiliate in order for Affiliate to seek out potential referrals.

Affiliate will not share any of this proprietary information at any time. Affiliate also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

#### **6. Speaker Referral Agreement Termination.**

This Agreement may be terminated at any time by either Party upon 30 days written notice to the other party. Upon termination, Speaker shall pay (once he has received the payment from the booking) to the Affiliate all compensation due and owing for referrals made prior to the date of termination, but not yet paid. Speaker will pay affiliate a 20% referral for all return or repeat engagements booked outside of the affiliate during the agreement or after

termination as a show of good will and continued bookings that would not have otherwise presented themselves without the affiliate.

## **7. Speaker Referral Agreement Representations and Warranties.**

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

## **8. Speaker Referral Agreement Indemnity.**

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

## **9. Speaker Referral Agreement Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

## **10. Speaker Referral Agreement Disclaimer of Warranties.**

Affiliate shall refer potential clients/customers as requested by Company.

AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. AFFILIATE HAS NO RESPONSIBILITY TO SPEAKER IF THE REFERRALS DO NOT LEAD TO SPEAKERS DESIRED RESULT(S).

### **11. Speaker Referral Agreement Severability.**

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

### **12. Speaker Referral Agreement Waiver.**

The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

### **13. Speaker Referral Agreement Legal Fees.**

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

### **14. Speaker Referral Agreement Legal and Binding Agreement.**

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout the International communities. The Parties each represent that they have the authority to enter into this Agreement.

### **15. Speaker Referral Agreement Governing Law and Jurisdiction.**

The Parties agree that this Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions. The Parties further agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Orange County, Florida, and each Party consents to the jurisdiction and venue of those courts.

### **16. Speaker Referral Agreement Entire Agreement.**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**“SPEAKER” Loren Weisman**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**“AFFILIATE” \_\_\_\_\_**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_