SPEAKER AGREEMENT

This Agreement is made this ___ day of ____________, ______, by and between Arcadia University, ("Arcadia") and ___________________ ____________ ____________, ("Speaker").

Arcadia hereby engages Speaker for the purpose of speaking to members of the university community as hereinafter described ("Engagement"), upon all of the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and all other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Arcadia and Speaker hereby agree as follows:

1. ENGAGEMENT.

   Location: ____________________________________________________ ("Premises")
   Date: ____________________ Time: _____________________________
   Description: _______________________________________________________
   Compensation: ________________________________ Dollars ($ _______ ).

2. TIME OF THE ESSENCE. Anticipated starting times, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Speaker is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely presentations.

3. RELATIONSHIP. The parties agree that no agency or employment relationship is created by this agreement and that Speaker is, and shall at all times during and after the term of this Agreement be, an independent contractor to Arcadia.

4. PRESENTATION AND RELEASE. Speaker represents and warrants that neither the Engagement nor any materials provided in connection with the Engagement will infringe, violate the copyright, patent, trademark, trade secret or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement. Speaker agrees that Arcadia shall have the right to use photographs, videotapes, or images of Speaker and/or audio recordings of the Engagement which are made by Arcadia, through its employees or agents solely for Arcadia’s use including, but not limited to, placing the materials on Arcadia’s Internet website or in any publication produced or sponsored by Arcadia. By signing below, Speaker gives to Arcadia an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs, videotapes, images or audio recordings from the Engagement consistent with this Agreement. Arcadia shall not use Speaker’s name and likeness as an endorsement of the Engagement without Speaker’s prior written consent.

5. INSURANCE. If the Engagement is to be held on university property, Speaker agrees that it has or will acquire prior to the Engagement Comprehensive General Liability and Professional Liability Insurance for itself, its agents, and employees with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. Speaker shall supply a certificate of insurance evidencing such coverage to Arcadia before the Engagement begins.
6. INDEMNIFICATION AND RELEASE. Speaker will defend, indemnify and hold harmless its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained in connection with or arising out of the Engagement. However, Speaker will not be obligated to so indemnify Arcadia if University is proven to be solely negligent.

7. SUBJECT MATTER. Speaker agrees to notify Arcadia before the signing of this Agreement if the presentation contains offensive language, profanity and/or graphic content. The subject matter and how it is presented is under the control of the Speaker, however, Arcadia has the right to direct the Speaker to discontinue any speech or activity that in Arcadia’s reasonable opinion, would cause a safety concern or constitute a violation of any Arcadia policy or any federal state or local law, rule, or regulation.

8. AUDIENCE PARTICIPATION. No person who is legally a minor can be involved in any performance or demonstration unless permission is received from a parent or legal guardian who is present at the performance or demonstration. Socializing with students at non-university sponsored events after the Speaker’s Engagement is discouraged. The majority of students at Arcadia’s campuses are under 21 years of age and some may be under 18 years of age. Speaker will assume all liability for disregarding this clause.

9. SECURITY. Speaker shall furnish all materials necessary to perform the services contemplated herein. Speaker is responsible for Speaker’s equipment and personal property.

10. CANCELLATION. Either party may cancel the Engagement hereunder without liability by giving the other party written notice thereof at least thirty (30) days prior to the date of the Engagement and any deposit paid to Speaker shall immediately be returned to Arcadia. Subject to Force Majeure below, if Speaker breaches this Agreement or terminates this Agreement within 30 days prior to the scheduled date of performance, Speaker shall immediately return any deposit paid to Arcadia and shall reimburse Arcadia for all advertising, promotion, and other costs associated with the Engagement incurred up to the date of cancellation.

11. FORCE MAJEURE. Arcadia and Speaker agree that either party may cancel this Agreement and both parties will be released from any liability or damages hereunder if the terms of this Agreement cannot be fulfilled due to an Act of God or any other legitimate condition beyond the control and without the fault or negligence of Arcadia or Speaker. However, it is agreed that “best efforts” will be made by both parties to adapt so that the Engagement will be held as scheduled.

12. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Pennsylvania.

13. ASSIGNMENT. Neither Party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.

14. TRADEMARKS AND LOGOS. Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark, or logo of the other party without first obtaining the prior written consent of the other party.

15. NON-DISCRIMINATION. Speaker and Arcadia agree that under State and Federal law, no part of this Agreement shall be performed in a manner that illegally discriminates against any person on the basis of age, color, disability, gender expression/identity, genetic information, marital status, race, religion, sex, sexual orientation, and status as a U.S. Veteran.
16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and cannot be amended except in writing signed by both parties. The invalidity in whole or in part of a provision of this Agreement will not affect the validity of the other provisions.

17. AGENT'S WARRANTY. If an agent is signing on behalf of Speaker, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of Speaker.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date and year first above written.

SPEAKER:

By: ______________________________

(Print Name)

Title: ______________________________

ARCADIA UNIVERSITY:

By: ______________________________

(Print Name)

Title: ______________________________

AGENT:

By: ______________________________

(Print Name)

Title: ______________________________