Speaker Contract Clauses—Some Alternatives

by Thomas MacEntee

Over the past few months, luckily I've seen an increase in the number of requests to speak at genealogy society meetings, events, and conferences, including virtual or webinar appearances. I insist on using a speaking agreement for each and every potential engagement, and more often than not, I use my own agreement to start the process of confirming a speaking engagement.

I try to be as flexible as possible when it comes down to the individual clauses that make up the agreement. I think the society or event organizer appreciates this and it demonstrates a willingness to work together.

Here are some clauses you might consider using depending upon your specific situation.[1]

Presentation Method

With the requests for webinars increasing, I find I need to spell out whether I will appear "live and in person" as opposed to via a webinar platform. I also spell out whether the speaker or the society is to provide the webinar platform.

- **For live appearances**: Speaker will appear "live" and "in person" at the Event Site.
- **For webinars**: Speaker will deliver a presentation virtually using a web-conferencing platform selected and administered by Society (currently [name of webinar platform]). Speaker shall have full access, in the host or presenter role, to the web-conferencing platform at least thirty (30) minutes prior to the start of the presentation.

Facilities

While I don't like having to "spell it out," I've had too many situations where conditions were not "ideal" or conducive to learning.

- **Facilities**. Society shall be responsible for selecting and preparing Event Site. The seating capacity of the facility should consider the number of expected attendees. Seating arrangements should insure that no attendees have their backs to the speaker or to the screen upon which presentation slides are projected. Lighting should permit comfortable viewing of presentation slides without excessive darkness or screen washout caused by sun glare. Acoustics should be tested by Society in advance.

Cancellation Clause

Protection against cancellation is the biggest reason why I use a speaker contract. I've had too many situations where a date is reserved, and I turn down one or more opportunities only to have the society change its mind. I require a 50% deposit of the speaking fee at the time the agreement is signed. The clause below makes it clear under what circumstances the event can be cancelled without penalties or fees.

- **Cancellation Clause**. This agreement may be canceled if: a) a natural or public disaster should render the event unfeasible; b) Society deems there will be insufficient attendance (at least __ business days prior to Event Date); c) serious illness or family death should incapacitate Speaker. If a natural or public disaster requires cancellation, Society shall not be responsible for Speaking Fee but shall reimburse Speaker as a preparation fee. Should Society elect to cancel the event or wish to void this contract for any reason (other than natural or public disaster), for example, insufficient attendance, (the latter determined at least __ business days prior to Event Date), the Society shall reimburse the Speaker of Speaking Fee as stated in this agreement unless written notification is received and acknowledged by Speaker at least thirty (30) days prior to Event Date. If the thirty (30) day condition is met, no penalty fee shall apply except that Society shall reimburse Speaker any advance sums Speaker may have expended for transportation. In the event that Speaker should be unable to fulfill the obligations set forth in this agreement, Speaker agrees to assist Society in finding a comparable replacement and will not expect reimbursement from Society for any advance sums Speaker may have expended.

[1] Note: The above information for speaking agreements and contracts is not to be construed as legal advice. Please consult an attorney or legal representative if you have specific questions pertaining to contracts, especially for your city, state, or jurisdiction.

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