



National Garden Clubs, Inc.

4401 Magnolia Ave
St. Louis, Missouri 63110-3492
314-776-7574
www.gardenclub.org

SPEAKER CONTRACT

This Speaker's Contract (the "**Agreement**") is set forth and signed on this _____ day of _____, 20____, by and between National Garden Clubs, Inc. ("**NGC**") and _____ ("**Speaker**") for the purpose of establishing terms and conditions for a presentation by the Speaker for the NGC-sponsored program named below and further described in **NGC PROGRAM AND SPEAKER PRESENTATION DETAILS** form included with this contract.

NAME OF NGC PROGRAM:

DATE OF NGC PROGRAM:

MATERIALS

NGC will provide plant material, containers, a workroom and volunteer assistance. A detailed list of all plant material, supplies, containers and other materials required must be supplied to _____ by the Speaker at least _____ weeks prior to event.

TECHNICAL EQUIPMENT

NGC will provide sound equipment, lighting, and staging necessary for the presentation. A list of any special staging requirements is to be detailed and supplied to NGC at least _____ weeks prior to the program. If this deadline is not met, the Convention Chairman cannot guarantee requests.

TRANSPORTATION

NGC will reimburse the cost of either

1. Round-trip coach airfare
2. Mileage at the rate of \$0.____ per mile

LODGING

NGC will provide hotel accommodations as specified by NGC for one on 1 (day/s), (Month) (date), (year).

MEALS

NGC will provide the following meals:

FEE

\$ _____

DOCUMENTATION OF EVENT

NGC reserves the right to document the event with photographs, video, and/or audio and to create complete works or compilations of some or all of Speaker's Presentation in print, electronic, film, video, still photograph or other media. In addition, NGC may retain copies of any materials provided by Speaker to NGC or NGC Program attendees and may retain said copies of such materials in print, electronic, film, video, still photograph or other media. All intellectual materials and copyrighted materials remain the property of the Speaker. Credit will be given to the speaker as the author of any materials used in the publications and on the website of National Garden Clubs, Inc.

INDEPENDENT CONTRACTOR:

The Speaker, its officers, agents and employees (if applicable), in the performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of NGC. The Speaker agrees that it shall 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 venture or partner of NGC. NGC shall have no responsibility to pay income, unemployment, withholding, social security, or other taxes related to the payments made under this Agreement. Speaker shall be solely responsible for filing all returns and paying any income, social security, or other tax levied on Speaker with respect to the payments or other consideration tendered to Speaker under this Agreement.

LIABILITY

(a) Speaker agrees to hold NGC harmless from any loss, claim, damage or liability of any kind involving Speaker, or an employee, officer or agent of the Speaker arising out of or in connection with this Agreement.

(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 NGC against any liability or damages, including attorney fees, which may arise as a result of violation of Speaker of copyright laws.

ASSIGNMENT OF CONTRACT

This contract shall not be assignable by the Speaker in whole or in part without the written consent of NGC. This agreement may not be altered or modified in any manner except by mutual written agreement of the parties.

CANCELLATION

The failure of either party, for any reason whatsoever, to comply with any covenant or obligation herein contained shall be cause for the other party to refuse to perform and/or to suspend performance or suspend and retrieve payment, free of any obligation, except:
In the event that performance of any of the covenants of this Agreement by either party shall be prevented by Acts of God, morbidity, physical disability, acts or regulations of public authorities or labor unions, labor difficulties, strikes, civil tumults, war, epidemic, interruption or delay of transportation service or any cause beyond their or its reasonable control, either party may cancel the balance of the engagement upon notice to the other party. In the event that such a cancellation takes place, payments made or to be made to the Speaker by NGC shall be reimbursed to the extent that the Speaker has not incurred any out-of-pocket expenses or other engagement-related commitments of those funds.

GOVERNING LAW

This Agreement, and any disputes arising hereunder, shall be governed in accordance with the laws of the State of Missouri and shall be deemed to have been executed and entered into within the State of Missouri. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

SIGNATURES

Those signing this Agreement represent that they have all necessary authority to sign for the persons, agency, and/or corporations that they represent.

SPEAKER

NATIONAL GARDEN CLUBS, INC.

Name of individual or entity

BY: _____
Signature

BY: _____
Signature

TITLE: _____
(If party is an entity)

TITLE: _____

DATE: _____

DATE: _____

Please sign and return both copies of the contract and **SPEAKER PRESENTATION DETAILS** form as soon as possible. The agreement will be countersigned and a copy promptly returned to you.

Forward the signed contract to:

For additional information please contact:

NGC PROGRAM AND SPEAKER PRESENTATION DETAILS

SPEAKER NAME AND CONTACT INFORMATION

Name:
Address:
Telephone:
Cell:
Fax:
Email:

DESCRIPTION OF NGC PROGRAM

NGC Program Name, Purpose and Description:

NGC Program Location:

LOCATION AND DETAILS OF SPEAKER'S PRESENTATION

Location:
Date:
Time:
Length of Program:
Approximate Size of Audience:

TITLE AND DESCRIPTION OF SPEAKER'S PRESENTATION

Title:
Description:

Volunteer Assistants Needed? YES _____ NO _____

MATERIALS TO BE PROVIDED BY NGC

MATERIALS TO BE PROVIDED BY SPEAKER

EQUIPMENT TO BE PROVIDED BY NGC – Please indicate your choice

Microphone: Stationary _____ Portable _____ Lavalier _____
Projector (type):
Lectern _____ **Podium** _____
Audio/Video:
Other: