Gil Gerretsen's Appearance Agreement

SAMPLE

Gil Gerretsen, Speaker
1212 Haywood Road, Building 300-D
Greenville, SC 29615
1.864.268.5300

This Appearance Agreement for the personal services of Gil Gerretsen (hereinafter referred to as "Speaker") to speak at the event described below, is made between Speaker and the undersigned Client (hereinafter referred to as "Client").

1) Event Description: _____
Date: _____ Start Time: _____
Location / Address: _____
Preferred Presentation: _____
Presentation Duration: _____

2) Client Name: _____
Contact Person: _____
Address: _____
Phone: _____ Email: _____

3) Fees and Reimbursements:
☐ Appearance Fee of $_____.
☐ Air travel to/from the event ☐ coach class ☐ business class ☐ first class).
☐ Lodging for the ☐ night before the presentation and/or ☐ night after the presentation.
☐ Ground transportation expenses (i.e. auto rental, airport transfers, taxis, tips and tolls or mileage) ☐ not to exceed $_____.
☐ Out of pocket for meals ☐ not to exceed $_____ per day.

Payment for the Appearance Fee is due as follows: 25% when the engagement is booked and the balance no later than thirty (30) days before the event. The client may arrange air travel, lodging, ground transportation and meals on Speaker's behalf. If Speaker is to make the arrangements, then the estimated costs must be paid upon execution of this agreement. An expense reconciliation will be provided to Client by Speaker within 10 business days after the presentation, accompanied by a rebate check or an invoice for any amount still due (payable within 10 business days).

4) Cancellation: If Speaker cancels this engagement, or fails to appear as agreed, all fees paid in advance shall be returnable to Client. If Client cancels this agreement, Speaker may retain the following scheduled percentage of the appearance fee and expenses:

- Less than 7 days prior to the scheduled engagement = 100% plus all non-refundable expenses incurred by Speaker.
- 7-14 days prior to scheduled engagement = 75% plus all non-refundable expenses incurred by Speaker.
- 14-30 days prior to scheduled engagement = 50% plus all non-refundable expenses incurred by Speaker.
- More than 30 days prior to scheduled engagement = 25% plus all non-refundable expenses incurred by Speaker.

5) Services: The content of the presentation shall be within the sole discretion of Speaker and all rights to such content and the presentation thereof shall be owned by Speaker. Client will not record nor permit the recording of the presentation or any sessions conducted by Speaker without the written consent of Speaker. If Speaker agrees to the recording of any such content, then Client and Speaker will agree in writing on revenue sharing and copyright ownership. Client shall provide a climate controlled, lighted and proper place for this presentation, in good condition, together with the necessary stage accessories and properties, including microphone and amplification system in proper working order (if needed). The anticipated starting time specified above, 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 the start time so as to permit timely presentation. In similar manner, Client shall ensure that Speaker will be able to begin the presentation at, or near, the specified start time. Speaker will not do any presentations after alcohol has been served unless he is acting as an emcee.

6) Insurance and Taxes: Client assumes all responsibility for any liability to third parties resulting from the Event or the presentation. Client will provide Speaker with liability insurance, as named insured, under Client's insurance policy and will indemnify Speaker and hold them harmless from and against any liability or claims made in connection with the Event or presentation. If applicable, any and all city, state and federal amusement taxes shall be paid by the Client (no taxes whatsoever shall be deducted from the Appearance Fee).

7) Assignment: Neither party to this Agreement may assign this Agreement or any rights herein without the prior written consent of the other party, provided such assignment shall not relieve the assigning party of their duties and obligations herein provided.

8) Entire Agreement and Notice: This Agreement is governed by the laws of the State of South Carolina and contains the sole and entire agreement between the parties with respect to the contracted services. No waiver or modification of this agreement shall be valid unless in writing and duly executed by both parties. By signing below, Client acknowledges having read, understood and agreed to the terms herein.

9) Independent Contractor: Nothing herein contained shall constitute an employee relationship, partnership or joint venture between the parties hereto. No party shall act in any manner contrary to the terms of this paragraph and no party shall become liable for any representation, act or omission of the other contrary to the provisions hereof.

Signature for Client	Date	Gil Gerretsen	Date