

SPEAKING ENGAGEMENT AGREEMENT - ADDENDUM

because I said I would.
20525 Center Ridge Road, Suite 365
Rocky River, OH 44116
P: 216.226.3770

Agreement between *because I said I would* (**BISIW**) and _____ (**HOST**)

This ADDENDUM is attached to and forms part of the Agreement between **BISIW** and **HOST** as of _____ (date). To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

- Group Purchases:** **HOST** is entitled to purchase **BISIW** merchandise at the bulk pricing discount provided by **BISIW** on or before speaking engagement date.
- Travel Expectations:** **BISIW** agrees to book travel for the event, including back-up flight(s), that will allow Speaker to arrive.
- Planning Calls:** **HOST & BISIW** commit to schedule and execute two (2) planning calls:
- At least 8 weeks prior to event date: One (1) 45-minute web/video call to discuss/confirm travel, event agenda, and presentation information.
 - At least 2 weeks prior to event date: One (1) 20-minute phone call to review/confirm any outstanding items from the first call and to review the final event agenda.
- A/V Requirements:** **HOST** will provide a projector compatible with a HDMI input, a projector screen that is large enough for all audience members to adequately view the speaker's presentation, HDMI cord, a back-up computer with Microsoft PowerPoint, a microphone, a wireless presentation remote, 3.5 mm audio cable that connects to speakers that can play adequately for the room. All equipment will be tested by **HOST** in advance to be in good working order.
- Presentation Specs:** A 2016 Microsoft PowerPoint file saved in 16:9 aspect ratio, high resolution images, embedded videos (all in one file – no file references) and video sound which is played through a 3.5 mm audio jack.
- HOST** and **BISIW** commit to execute an A/V check prior to the speech.
- Items provided by BISIW:** **BISIW** will provide: one (1) pack of ten (10) promise cards, rubber-banded for each attendee; and one 3' x 6' Promise Wall banner. **BISIW** will ship these items to **HOST** in advance of the event date.
- Due to **BISIW's** humanitarian and nonprofit mission, **HOST** will make no statement asking attendees to write promises about commercial activity on the Promise Card.
- Meet & Greet:** Speaker shall attend a Meet & Greet with audience members directly outside of room where the speaking engagement takes place for no less than thirty (30) minutes. Speaker shall allow for photos to be taken with him/her and audience members during the Meet & Greet.
- HOST** allows **BISIW** to set up a Meet & Greet table to share information about **BISIW's** charitable work, to offer free promise-related resources and to accept donations for **BISIW** products (e.g., speaker's book, apparel, wristbands, etc.) at the event. All donations collected will go directly to **BISIW** as a 501(c)(3) nonprofit charity or to another humanitarian nonprofit of **BISIW's** choice.
- Guests / Volunteer Staff Attendance:** **HOST** shall reserve 6 (six) seats for **BISIW** Meet & Greet table staff and/or Speaker guests during the **BISIW** speaking portion of the event.

Cancellation & Rescheduling: **BISIW** agrees to deny any other speaking engagement revenue to honor this agreement.

If either party cancels due to an event beyond the reasonable control of the parties including, without limitation, government action, strikes, acts of war or terrorism, civil unrest or military disturbances, epidemic or pandemic disease, nuclear or natural disasters, fire or acts of God, the event shall be rescheduled to a new date within six months from date of cancellation without penalty or cancellation fee. If event is rescheduled, but not within six months, 75% of fee will be due at time of cancellation and applied to new event. If event is cancelled (not rescheduled) cancellation fee schedule below applies.

Cancellation: If **BISIW** cancels, all payments and deposits made will be refunded to **HOST** prior to the event date. If **HOST** cancels the event - any nonrefundable travel expenses are reimbursed, plus:

Cancellation 180 days to 50 days prior to event: 50% of speaker fee
Cancellation 49 days to 7 days prior to event: 75% of speaker fee.
Cancellation 6 days prior to the event up to the day of event: 100% of speaker fee.

Rescheduling of event date and/or time must be approved by **BISIW**.

Ownership of Presentation: All materials are owned by **BISIW**. No part of the presentation or presentation materials may be copied, displayed or distributed without advance written permission of **BISIW** with the following exception: **HOST** is granted a non-exclusive, limited license to use and display photos, video and audio excerpts of the presentation (the "Licensed Materials") only to individuals affiliated with **HOST's** organization as employees or partners. **1 clip, 3 minutes long. Full presentation in password protected intranet only available to organization members.** **HOST** may record the Event, however it may only be distributed within the organization on a password protected server. **HOST** may upload the Licensed Materials to **HOST's** intranet but not to publicly accessible locations such as the Internet. Any posting of the Licensed Materials whether print or electronic must be credited to *because I said I would* and include a link to <https://becauseisaidiwould.org>.

General Terms and Indemnification: **HOST** will defend, indemnify and hold harmless **BISIW** 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, except where **BISIW** is proven to be solely negligent.

BISIW disclaims any and all liability for the presentation and is in no way responsible for claims, disputes, losses, injuries, or any damage of any kind that might arise out of or relate to the presentation. In no event will **BISIW** be liable for an amount exceeding the Speaking Fee. The parties are independent contractors. This agreement is governed by Ohio law and terms which by their nature should survive will survive the termination of this agreement.

DUTY OF CARE: **HOST** agrees to protect their audience members and the speaker by following all CDC guidelines related to COVID-19 that apply on the date of the speech.

Keith Schindler
Director of Speaking Engagements
because I said I would.

216-409-0422

Phone #

Date

X

Authorized Representative, **HOST**

Phone #

Date

Authorized Representative, **HOST**, Print Name

