

## GUEST SPEAKER AGREEMENT

This Agreement is made by and between ABILENE CHRISTIAN UNIVERSITY acting by and through its department of \_\_\_\_\_ (hereinafter referred to as "the University.") and \_\_\_\_\_ (hereinafter referred to as "Speaker").

The parties hereto, agree to be legally bound, and agree as follows:

1. Speaker is hereby retained by the University to speak as part of the \_\_\_\_\_ (hereinafter referred to as "Lecture") as follows:
  - A. Date of Lecture: \_\_\_\_\_
  - B. Time of Lecture: \_\_\_\_\_
  - C. Place: \_\_\_\_\_
  - D. Fee: \_\_\_\_\_
  - E. The University will provide the appropriate sound and lighting for the Lecture
2. All payments, including any reimbursement for expenses, will be made via University check within thirty days following the receipt of valid invoices and/or receipts from expenses incurred by Speaker and approved by the University.
3. It is agreed that the Speaker is giving permission for the University to make audio and video recordings of the Lecture. The Speaker hereby grants the University a limited, free, non-exclusive license to use and commercialize the text and recordings of the Lecture as the university desires.
4. Under no circumstances will speaker use profanity or obscene language or tell any obscene jokes or stories of any kind whatsoever while performing under this contract at the University. Obscenity is specifically defined for the purpose of this covenant to include, but is not limited to, all statements in any way approving or making light of immoral sexual conduct. The determination of what is obscene and what is immoral sexual conduct with respect to statements made by Speaker will be made in good faith by the University, and will be in the sole and absolute discretion of the University. Discussion or comments favoring, supporting, or tending to promote the use of illegal drugs and/or alcoholic beverages, whether or not intended to be humorous, as well as any statements that question the existence or authority of, criticize or ridicule God, Jesus Christ, or religion, whether or not intended to be humorous, are likewise and additionally proscribed by the terms of this covenant. Under no circumstances will the Speaker take the names of God or Jesus Christ in vain.
5. In the event of a material breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement.
6. The University reserves the right to allow photographers and reporters from legitimate news organizations a limited time to photograph Speaker. The University reserves the right to shoot still photographs of Speaker for archival purposes and reserves the right to use surveillance video for security purposes.
7. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither party may assign,

subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the other.

8. Any changes to this contract must be done in writing and agreed to in writing by both parties.
9. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective permitted successors and assigns.
10. This Agreement shall not be construed to create any partnership or joint venture between the parties.
11. The rights and obligations of the parties hereunder shall be governed by and determined according to the laws of the State of Texas.
12. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the Taylor County Court of the State of Texas which the parties consent to personal jurisdiction.
13. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the University shall have the right to reschedule the lecture at a time mutually agreed upon with Speaker. Speaker will not be compensated for any expenses incurred for the original date of the Lecture. Events beyond a party's reasonable control shall include, but not be limited to, acts of God, war, civil commotion, strikes, fire, flood or other casualty and government regulation or restriction.
14. Pursuit by either party of any of the remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.
15. The invalidity or unenforceability of any particular provision, or part of any provision, of the Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.
16. The obligations, commitments, responsibilities and liabilities of Speaker described herein or arising hereunder shall be joint and several.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Abilene Christian University

\_\_\_\_\_

\_\_\_\_\_  
[Name]  
[Title]