

SPEAKING AGREEMENT

THIS AGREEMENT is made and entered into on the ___ day of _____, 201___, by and between SHILO HARRIS, a resident of Texas (hereinafter referred to as "Harris") and _____, a _____ corporation located at _____ (hereinafter referred to as the "Organization").

TERMS OF AGREEMENT

1. Harris hereby agrees to deliver a spoken message on behalf of the Organization on _____, 201__ (hereinafter referred to as the "Presentation"), and hereby consents to the audio and/or video recording of the Presentation by the Organization.

2. The Organization acknowledges and agrees that Harris is and shall be the sole and exclusive owner of the Presentation and that Harris is and shall be the sole and exclusive owner of any written materials prepared and presented by him (if any) as a part of the Presentation (hereinafter referred to as the "Written Materials"). Additionally, the Organization acknowledges and agrees that Harris is and shall remain the sole and exclusive owner of the copyrights to all recordings of the Presentation as well as any Written Materials authored by him and presented at the Presentation, whether or not any such materials have previously been published.

3. Harris hereby grants to the Organization a non-exclusive, revocable, non-transferable, non-assignable license to duplicate, sell, or otherwise distribute copies of the recordings of the Presentation (hereinafter referred to as the "License"). The term of this License shall be for a period of ninety (90) days after the Presentation.

4. For his services in delivering the Presentation, the Organization agrees to pay Harris \$ _____. The Organization shall pay to Harris 50% of the total fee due hereunder upon execution of this Agreement. The balance shall be paid to Harris on the date of the Presentation.

5. The Organization shall arrange and pre-pay for round trip airline tickets from Harris' airport [specify airport] to the venue's airport [specify airport] for Harris and one (1) traveling companion; ground transportation for Harris and his companion between the venue's airport and Harris' hotel; dual-occupancy hotel accommodations for Harris and his companion from noon on the day before the event until noon on the day the event ends; meals for Harris and his companion for which receipts are provided; and all other reasonable, documented expenses necessary to Harris' conduct of the Presentation during the time period of the event. Harris shall submit receipts and an itemized invoice for expenses to the Organization within seven (7) days after the Presentation. The Organization shall reimburse Harris within thirty (30) days after receiving receipts and an invoice.

6. The Organization agrees to deliver to Harris [ADDRESS], at its sole cost and expense, within ten (10) days after the conclusion of the Presentation, a duplicate-master of any recording of the Presentation made by the Organization.

7. The cost of any and all recording, duplicating, promoting, or distributing of recordings of the Presentation shall be borne solely by the Organization.

8. The Organization agrees that in exercising its rights under this Agreement, it will not edit or otherwise make any changes to the recordings of the Presentation so as to alter the meaning and intent of any spoken message delivered by Harris without the prior written consent of Harris.

9. The License is conditioned on the requirement that each copy of the recorded Presentation that is distributed by the Organization pursuant to this Agreement shall bear a copyright notice as follows in the location required under the U.S. copyright laws:

The letter “P” in a circle together with the year of the first publication by the Organization of the recorded Presentation and the name of Harris.

The following notice form is given, as an example only, for a recorded Presentation first published in the year 2012:

“© 2012 Shilo Harris”

10. The Organization agrees that it will at all times during the term of this Agreement take all steps necessary to protect the copyrights of any and all recordings of the Presentation.

11. The only rights that the Organization shall have in and to the recording(s) of the Presentation or the underlying intellectual property of Harris captured on any such recording(s) are those granted by the specific terms of this Agreement. In no way does the License grant the Organization any right of ownership to the content, ideas, or themes contained in the Presentation. Nor does the License grant the Organization any right to broadcast or make available via the internet (e.g. podcast) any portion of the Presentation in any manner whatsoever.

12. The Organization shall provide Harris a suitable area at the venue of the Presentation to display and sell books and other materials.

13. In the event the Presentation is postponed or cancelled by the Organization, the following schedule shall apply based on the date Harris receives written notice of postponement or cancellation:

- If cancelled less than 30 days prior to the Presentation: 100% of fee will be charged
- If cancelled between 31 and 60 days prior to the Presentation: 50% of fee will be charged
- If cancelled between 61 and 90 days prior to the Presentation: 25% of fee will be charged
- If cancelled more than 90 days prior to the Presentation: no fee will be charged

14. If Harris is forced to cancel the Presentation or is otherwise unable to perform his obligations under this Agreement due to illness, accident, physical disability, acts of regulations of public authorities, labor difficulties, strike, epidemic, flood, fire, interruption or delay of transportation or any other act of God, the parties mutually agree that they shall each be released from any and all liability or damages hereunder.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of any controversy or dispute arising hereunder, the parties agree that venue shall lie in Bexar County, Texas.

16. This Agreement contains the entire agreement between the parties with respect to the matter covered herein.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution or delivery. All such counterparts shall constitute one and the same document, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

ORGANIZATION:

SHILO HARRIS

By: _____

[Print Name and Title]