

The 4 Things You Need in a Speaker's Agreement

February 10, 2016

Jed R. Mandel | *MEETINGSNET*

Meeting executives hire speakers to educate or to entertain; the best speakers do both. It has become common practice for organizations that retain meeting speakers to enter into agreements with them outlining the terms under which their presentations will be made.

Such an agreement should incorporate certain basic provisions, which can be modified as necessary. A speaker's agreement should address the following:

1. Compensation of the speaker
2. The organization's rights to the presentation
3. The speaker's representations concerning the content of the presentation
4. Protection for the organization in the event the speaker fails to appear or otherwise is unable to perform.

Get What You Pay For

The first issue for the parties to resolve is the type and level of compensation the speaker is to receive. Speakers may agree that the exposure they get from being part of the program is sufficient compensation. Or, they may agree to speak provided they are reimbursed for expenses and/or paid a modest honorarium. Professional speakers may charge a substantial fee.

In addition, all speaker's agreements should include provisions authorizing the organization to use the presentation as it desires. For example, if the group intends to record the speaker or wants to make a transcript of the presentation or distribute handouts used by the speaker, the agreement should grant it the right to do so.

Such authority may be obtained in one of two ways: by transfer of copyright or by license. The agreement may include a provision transferring the copyright of the presentation to the organization, which then owns the presentation and may use it freely. Or, the agreement may grant the organization a license to use the presentation for one or more specified purposes. In that case, the speaker still owns the presentation, but the organization may use it to the extent provided by the license.

Next, the agreement should include representations by the speaker concerning content. First, the speaker should state that the presentation does not raise liability concerns for the organization, e.g., that it has not been plagiarized and does not defame any person or product. Second, many organizations also will want speakers to declare that their presentations will not promote a particular product or service.

What About No-Shows?

Finally, where the presence of a specific individual is critical to the success of the meeting, the agreement should include provisions to minimize the likelihood that the speaker will cancel at the last minute. Because a speaker's agreement generally is considered a **contract** for "personal services," the agreement cannot "force" the speaker to perform. However, the organization can protect itself by including language in the agreement that provides for a set, predetermined monetary payment, called liquidation damages, to the organization should the speaker be unable to make the presentation.

It also may be beneficial to include a provision requiring the speaker (or speaker's agent) to provide a substitute in the event the contracted speaker is unavailable. The advantage of such a provision is that it assures the organization of having some speaker; the disadvantage is that it often leads to disputes over the adequacy of the replacement.

You may also want to address specific issues in the agreement. For example, if you prefer a speaker to arrive the evening before an early-morning presentation, state that in your agreement. Or perhaps you want an advance transcript of the speaker's presentation. As with any agreement, determine what terms are necessary to protect your interests and ensure that the language accurately reflects those terms.

The views expressed are for information purposes only, are not on behalf of any organization, and are not legal advice. If legal advice or other expert assistance is required, the services of a knowledgeable professional should be sought. This article was originally published at MeetingsNet.com in 2013.

http://meetingsnet.com/corporatemeetingsincentives/meetings_look_whos_talking_64?NL=MNET-001&Issue=MNET-001_20160526_MNET-001_351&sfvc4enews=42&cl=article_4&utm_rid=CPLSM000000540378&utm_campaign=4915&utm_medium=email&elq2=66dd47534e564886bd519378813cc309