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CONTRACT FOR GENEALOGICAL LECTURING SERVICES

THIS AGREEMENT is made this the ____ day of _____ 20____, by and between Karen Wallace Steely (hereinafter called "Speaker") of 11500 NE 76th ST Ste A3 PMB 144, Vancouver, WA 98662, and [*name of your Group or Society*] (hereinafter called "Society") of [*your Group or Society's address*].

WHEREAS, Speaker is engaged in providing genealogical lecture services, and

WHEREAS, Society wishes to present an educational seminar or event ("Event") and desires to employ the services of Speaker therein,

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Date, Time, and Place of Event.** Event shall take place in the city of _____, at an appropriate place to be selected by Society, on _____ 20____, between the hours of [*Event start time*] and [*Event completion time*].
- 2. Content of Program.** Speaker shall provide [*number of lectures*] [*length of each lecture*] lectures on topics selected by Society, from a list provided by Speaker. Speaker shall, however, have final approval of the combination of topics selected and the sequence of presentation. Parties must agree on the topics on or before _____ 20____. If Society chooses, Speaker shall additionally offer, at no extra charge, a question-and-answer session for the personal problems of attendees. If elected, such session shall be scheduled as the last offering of the day.
- 3. Lecture Enhancements.** Speaker shall produce lecture enhancements (such as outlines, bibliographies, maps, glossaries, or other appropriate matter) of approximately four pages per one-hour lecture, for distribution only to the registrants. Speaker shall provide camera-ready masters for each set of lecture materials and shall submit them to Society on or before _____ 20____. Society shall duplicate copies of the materials in numbers commensurate with the number of advance registrants and anticipated walk-in registrants. Speaker retains the copyright to all lecture enhancements. Speaker grants Society a one-time license to copy the material and disseminate it subject to the following conditions: (a) materials shall not be sold or otherwise distributed to nonattendees; and (b) materials shall not, without the prior written approval of Speaker, be bound with advertisements of other individuals or firms, by which combination the other individuals or firms might appear to have the endorsement of Speaker.
- 4. Equipment.** Society shall supply the equipment listed below, to be set up in working order (with spare bulbs and batteries) at the hour that doors open for the registration of

attendees: (a) LCD projector (with remote control); (b) overhead projector (not opaque), to be placed within reach; (c) large screen (at least 6' in small rooms; 10' to 12' for larger rooms, meeting halls, and auditoriums); (d) lectern (equipped with light); (e) lapel microphone; (f) pointer (light or laser); (g) table (for Speaker's materials); and (h) water pitcher and glass.

[*Alternative to Equipment section.* Speaker shall supply the LCD projector (with remote control).]

5. Facilities. Society shall be responsible for selecting and preparing the meeting site. Seating arrangements should ensure that all attendees face the Speaker and the screen upon which visual aids are projected. Lighting should permit comfortable viewing of visual aids without excessive darkness or screen washout caused by sun glare from undraped or stained-glass windows. Society shall locate vendors and other activities outside the lecture room or, if in the same room, shall ensure that such vendors or activities are discontinued during Speaker's presentations.

6. Taping. Speaker agrees to permit audiotaping by individual attendees for their private use, with the proviso that tapes are not to be duplicated, transcribed, or otherwise disseminated. No taping shall be done for commercial purposes or by Society for distribution to nonattendees, Society members, or library patrons. Private tapes may not be used for other meetings of Society or for meetings of any other group. Society shall inform attendees of this policy in publicity materials and shall announce this policy from the podium after attendees are in their seats and before Speaker is introduced.

[*Alternative to Taping section.* No tape or video recording shall be permitted.]

7. Publicity. Speaker shall provide Society with one or more black-and-white glossy photographs, a professional biography, and other publicity materials. Society shall provide Speaker an advance copy of any publicity prepared for distribution and shall not disseminate any material without Speaker's prior approval. "Publicity" includes, but is not limited to, fliers that announce themes, topics, and services. Society shall begin publicity efforts at least six to nine months prior to Event and shall extend such efforts to other societies and potential attendees within at least a two-hour driving range.

8. Lecture Fees. Society shall pay Speaker a base fee of \$_____ for [*repeat of information on number and length of lectures from Section 2*], plus \$_____ for each attendee in excess of 150. Should Society and Speaker agree that Speaker shall supply the LCD projector for her lectures, compensation shall be at the rate of \$_____ per one-hour lecture. Should Society and Speaker agree to additional lectures in conjunction with this seminar, compensation shall be at the rate of \$_____ per one-hour lecture. Society shall pay Speaker on the day of Event.

9. Travel Expenses. Society shall reimburse Speaker for round-trip travel by air (coach class, advance purchase) or (if more economical and feasible) by automobile at the rate of _____ cents per mile. Automobile travel shall be deemed "not feasible" if the distance between Speaker's location on the morning of the Event and the destination (city in which seminar is to

be held) is more than 200 miles. If Society requests that air reservations be made more than a month in advance of Event, then Speaker shall submit receipts for immediate reimbursement by Society. If air reservations are made by Speaker one month or less in advance of Event, then Society may delay reimbursement until the day of Event.

10. Personal Accommodations. Society shall provide Speaker with hotel or motel accommodations beginning the night immediately preceding Event and continuing through the night immediately following Event. Such accommodations should include a non-smoking room in a reasonably quiet, standard-class facility. Society shall handle all financial arrangements directly with the hotel or motel. Meals en route or on-site, not otherwise covered by the air carrier or Society's scheduled functions, shall be billed to Society and shall not exceed \$_____ per meal. Society shall provide transportation to and from airport to motel, and to and from motel to meeting place, or reimburse Speaker for the expense of such transportation.

11. Cancellation. This agreement may be canceled if (1) a natural or public disaster should render Event unfeasible; or (2) serious illness or family death should incapacitate Speaker. If a natural or public disaster requires cancellation, Society shall not be responsible for Speaker's fee but shall reimburse Speaker for any advance sums she may have expended.

12. Merger. This document contains the entire agreement of both parties. It supersedes all oral and written proposals and all other prior agreements, understandings, or communication. Its terms may not be altered or changed except by a writing signed by both parties.

13. Survival of Terms and Conditions. The terms and conditions of this contract shall survive its performance.

14. Jurisdiction, Venue, and Controlling Law. The parties agree that this agreement shall be construed in accordance with the laws of the state of the State of Washington.

15. Severability. If any portion of this agreement shall be declared invalid or unenforceable by a court with jurisdiction over the parties, the remaining portions not so declared shall remain valid and enforceable.

16. Titles. The titles of the sections of this agreement are descriptive and are inserted for convenience of location only and do not define or limit the material contained thereunder.

17. Third Parties. This agreement shall be binding on the legal representatives, successors, and assigns of the parties. Should Speaker die before this contract has been performed, Society's sole remedy shall be the reimbursement of any expenses already advanced to Speaker.

18. Notices. All notices under this agreement shall be in writing and shall be deemed to be given five days after deposit in the U.S. mail, postage prepaid, and addressed as set forth in the first paragraph of this agreement. Should either party wish to have his or her place of notice changed he or she shall send the new address by certified mail to the other party.

