

# MESSAGING AND OPTICS STRATEGIST

## Loren Weisman



## PUBLIC SERVICES SPEAKING CONTRACT FOR LOREN WEISMAN

This **PUBLIC SPEAKING SERVICES CONTRACT** is for the personal services of Loren Weisman to speak at an event to be described below that is made between the ( \_\_\_\_\_ ) (hereinafter called the "Booking Party") and the undersigned Loren Weisman, hereinafter called the "Speaker", for the personal services of the Speaker.

### 1. EVENT DESCRIPTION:

Date(s): \_\_\_\_\_

Time(s): \_\_\_\_\_

Event Location: \_\_\_\_\_

Event Title (if applicable): \_\_\_\_\_

### 2. SPEAKER NAME:

**Loren Weisman**

Social Security Number: \_\_\_\_\_

Permanent Address: 1392 N. Old Course Rd. Washington, Utah, 84780 USA

Websites: <https://www.lorenweisman.com> <https://fishstewarding.com>

Socials: [@lorenweisman](#) [@fishstewarding](#)

Emails: (Loren): [LorenWeisman@gmail.com](mailto:LorenWeisman@gmail.com) or (FSG): [moreinfo@fishstewarding.com](mailto:moreinfo@fishstewarding.com)

If Speaker has self-booked or it is a referral booking, payment is made out to Loren Weisman. If Speaker is represented by Fish Stewarding Group or an agent for this particular event, payment is to be made to Speaker's Agent, the following information must be supplied:

AGENT NAME: \_\_\_\_\_

EIN Number/SSN: \_\_\_\_\_

Permanent Address: \_\_\_\_\_



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### 3. BOOKING PARTY CONTACT:

(Name): \_\_\_\_\_  
(Position): \_\_\_\_\_  
(Address): \_\_\_\_\_  
(Phone): \_\_\_\_\_  
(Email): \_\_\_\_\_  
(Website): \_\_\_\_\_

### 4. COMPENSATION is:

Fee/Honorarium: \_\_\_\_\_  
Lodging: \_\_\_\_\_  
Meals: \_\_\_\_\_  
Transportation: \_\_\_\_\_  
Other/Per Diem/ Stipend: \_\_\_\_\_  
TOTAL COMPENSATION: \$ \_\_\_\_\_  
CASH ADVANCE DEPOSIT amount required by Speaker: \$ \_\_\_\_\_

### 5. PAYMENT.

Payments will be in form of a Business or Cashiers check issued by the booking party and will be payable to SPEAKER OR AGENT as indicated in Number 2 above. Cash Option can be discussed in special circumstances.

Zelle, Square, Apple Pay, World Remit, US Bank Wire Transfer, PayPal, and Venmo are also available.



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### 6. INDEPENDENT CONTRACTOR.

The Speaker, its officers, agents and employees (when applicable), in the performance of this Speaker Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the booking party or venue. The Speaker agrees that he shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the Booking Party. As such, the parties will each be responsible for their own acts of negligence as determined by law.

### 7. LIABILITY.

(a) The Booking Party and venue should be insured for liability protection. Such protection applies to the Booking Party, the venue and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.

(b) Speaker agrees to hold the Booking Party and venue harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the Booking Party and venue.

### 8. DISPUTES.

(a) This Speaker Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Utah.

(b) Disputes regarding the terms of the Speaker Contract or claims arising out of its execution or performance may be resolved in any Texas court with competent jurisdiction.

(c) This Speaker Contract and the terms and conditions contained herein may be enforced by the Booking Party and by each Speaker who is a party to this Speaker Contract, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Speaker.

(d) Speaker will not be held liable or accountable for offending, triggering, upsetting, or insulting a member of the audience.

### 9. CANCELLATIONS.

In the event of a cancellation by your organization, the speaker would be glad to rebook the event at no penalty if another date is booked within 12 months of the original date. If there is no rebooking and the event is cancelled within 60 days of the event, the speaker will be paid the balance of the contract plus any already-incurred travel and/or preparation expenses. If the event is cancelled more than 60 days of the event, the 50% deposit will be returned.



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### 9. CANCELLATIONS CONTINUED.

In the unlikely event the speaker needs to cancel his appearance due to illness or death in the family, he will do everything possible to obtain a comparable speaker at the same fee. If such a speaker cannot be found, he will promptly return the deposit in full.

**\*Force Majeure.**

*Any cancellation by either party shall not be considered a breach of agreement if it is caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, labor strikes, riots, quarantines, wars, civil disorder, and terrorism.*

*If a force majeure event makes it impossible for the agreement to be fulfilled, the speaker shall be entitled to retain the deposit but shall not be entitled to the full payment, regardless of which party is affected by the force majeure.*

### 10. MISCELLANEOUS.

**(a)** No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever unless there is a specific written amendment to this Speaker Contract, initialed by the Speaker, relating to and permitting such recording, reproduction, or transmission. The Booking Party will make a reasonable effort to prevent individuals from doing so.

**(b)** The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify the Booking Party against any liability or damages, including attorney fees, which may arise as a result of a violation by Speaker of copyright laws.

**(c)** Sale of any souvenir items or programs by Speaker shall only be permitted upon a specific written amendment to this Speaker Contract with Booking Party 30 days prior to the date of engagement, and then subject to the terms listed.

**(d)** In connection with the performance of work under this Speaker Contract, the Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.

**(e)** Details and manner of speech are under the control of the Speaker. However, Booking Party has the right to direct Speaker to discontinue any activity constituting a violation of Booking Party policies if the venue is a school, university or private venue, as well as any federal, state, or local laws.

**(f)** Anticipated starting times specified in the Speaker Contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Speaker is required to be at the place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely presentations.



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### 10. MISCELLANEOUS CONTINUED.

(g) Booking Party is liable for any and all licensed, trademarked or copyrighted audios, videos, visuals or images used to promote speaker or used for the entrance or exit of speaker. Speaker holds no liability for any materials used that were not approved or checked by Booking Party.

### 11. ENTIRE AGREEMENT AND NOTICE.

(a) This Speaker Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.

(b) This Agreement may be modified or amended in writing signed by authorized signatories of the Booking Party and Speaker.

### 12. EXECUTED CONTRACT SIGNATURE:

This Speaker Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties.

The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Contract. The parties have agreed to and executed this Speaker Contract as of the dates indicated below:

#### ACCEPTED BY: Booking Party

Signature: \_\_\_\_\_

(Please Print) Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### ACCEPTED BY: Loren Weisman or Fish Stewarding Group Representative

Signature: \_\_\_\_\_

By: AGENT'S Name: \_\_\_\_\_ (If Applicable)

(Please Print) Agent's Title: \_\_\_\_\_

Date: \_\_\_\_\_

