

1 **Speaking Agreement**

2 PAT RICHLEY-ERICKSON (“DearMYRTLE”) of Salt Lake City, Utah and the
3 _____ (“Society”) of _____, hereby agree that
4 they will jointly produce a virtual educational presentation on _____ (“Event Date”). The
5 following terms shall apply:

6 **CONTENT.** DearMYRTLE will deliver one (1) virtual presentation entitled “_____.”

7 **SCHEDULE.**

8 Pre-event items are due as follows:

Action	Due Date
Contract returned to DearMYRTLE	Friday, 15 April 2016
Handouts to Society	Tuesday, Oct 4, 2016
Practice session	Sometime between Sept 26 th and Oct 7 th , 2016

9
10 The Event Date schedule is as follows:

Action	Society’s Time Zone	Mountain Time
Set up	10am	8am
Green Room Available	10:10am	8:10am
Meeting Begins	10:30am	8:30am
Introduction of DearMYRTLE and Presentation	10:45am	8:45am
Closing/Q&A	11:45am	9:45am
Logoff	Noon	10am

11 **PRESENTATION METHOD.** DearMYRTLE will appear virtually using a web-conferencing platform selected
12 and administered by DearMYRTLE (currently Google+ Hangout On Air). Society shall have full access to
13 the “green room” for the HOA at least thirty (30) minutes prior to the start of the presentation. Society shall
14 provide at a minimum one (1) moderator (“Moderator”) during the presentation to assist in answering
15 participant questions, or other online functions necessary to ensure a successful presentation.

16
17 DearMYRTLE is available for 30 minutes within the week before the scheduled presentation to do a quick
18 run-through using Google+ Hangouts on Air.

19 **PRESENTATION ENHANCEMENTS.** Society agrees to provide to Society digital handout materials
20 (handouts, cheat sheets, reference cards or other similar items) of no more than four (4) pages per sixty
21 (60) minute presentation. DearMYRTLE will provide camera-ready copies in .PDF format and shall submit
22 these copies to Society fourteen (14) days prior to the date of the presentation. The presentation materials
23 shall not contain advertisements of other individuals or firms besides DearMYRTLE without Society’s
24 approval; not be sold or otherwise distributed to non-attendees; and shall maintain the copyright statement
25 in the footer of the presentation materials as provided by DearMYRTLE. Said handout materials are not to
26 be archived on the Society’s website.

27

28 **EQUIPMENT NOTE:** (DM) = provided by DearMYRTLE, (Society) = provided by Society

- 29
- 30 • large (10' x 10' minimum) projection screen (Society)
 - 31 • Computer projector (Society)
 - 32 • table for projection equipment (Society)
 - 33 • heavy duty extension cord (Society)
 - 34 • high-speed wired internet access in meeting facility (Society)
 - 35 • laptop computer with PowerPoint presentation (Society)
 - 36 • substitute laptop (Society)
 - 37 • Microphone for audience questions (Society)
 - 38 • External speakers for presentation for laptop (Society)
 - 39 • Microphone (perhaps from podium) to pick up DearMYRTLE’s voice from external speakers (above).
 - 40 • USB headset and webcam with audio microphone sufficient to enable online participants to hear and see
DearMYRTLE clearly. (DM)

41 **RECORDING.** DearMYRTLE does not authorize Society to record the presentation, in video and/or audio
42 format, for any reason whatsoever. DearMYRTLE reserves the right to record and distribute the
43 presentation.

44 **ATTENDEES.** Attendance is limited to those in Society’s meeting room, and may not be broadcast or
45 rebroadcast to any other remote attendees by the Society.

46 **PRESENTATION SLIDES.** DearMYRTLE will prepare presentation slides using standardized presentation
47 software such as Microsoft PowerPoint. DearMYRTLE will be responsible for ensuring that the presentation
48 will run from her own computer.

49 **REPRESENTATIONS AND WARRANTIES**

50 DearMYRTLE warrants that with respect to the presentation she is the sole and original owner of the Work
51 (excepting any material identified in the Work as third party material) and has full power and authority to
52 make the grant of rights set forth herein; DearMYRTLE is not restricted by contract from entering into this
53 Agreement or carrying out the Society’s obligations hereunder; the Work contains no matter that is libelous,
54 an invasion of privacy, or otherwise unlawful; the Work does not infringe upon any statutory copyright,
55 common-law literary right, or proprietary right of any third party.

56 **MERCHANDISING.** DearMYRTLE shall not sell or promote any particular product or service at any time
57 during the presentation(s). DearMYRTLE reserves the right to mention her Facebook and web sites for her
58 DearMYRTLE blog, DearMYRTLE.com, GeneaWebinars.com and Genea-Quilters. If DearMYRTLE desires
59 to sell a self-authored book, video or other media, DearMYRTLE shall first receive approval from Society
60 upon such terms and conditions as may be agreed upon.

61 **PROMOTION.** The Society agrees to permit DearMYRTLE the use of society logo in promotion of this
62 event. DearMYRTLE hereby grants permission to the Society to reprint three (3) DearMYRTLE blog posts
63 (of Society's choice) for the Society's newsletter to be distributed in three (3) issues distributed prior to the
64 event. The Society will provide 8 1/2" X 11" (single color) flyer for reproductions & distribution at upcoming
65 meetings. The society will insert 1/2 page and/or full page (single color) ads for the event to be printed in
66 the Society's newsletter/quarterly in the 3 issues prior to the event. DearMYRTLE will provide a blog post
67 and web page devoted to the event in the month to the event, with a link to Society's web page advertising
68 the event. DearMYRTLE hereby provides Society the following links to approved DearMYRTLE graphics for
69 use on Society's web page and in any virtual or print advertising:

- 70 • https://docs.google.com/leaf?id=0B0vzrkpbaGH0YjE5YWU3MjYtYThmNi00MzZmLWFmZDktNjhlMmJlNzNiNjI&hl=en_US
- 71 • https://docs.google.com/leaf?id=0B0vzrkpbaGH0ZTA2NDEwNmYtZjZi00M2ZlLWExNjEtMDM5NzU4MGY3M2RI&hl=en_US
- 72 • https://docs.google.com/leaf?id=0B0vzrkpbaGH0NTRjODMwMTEtMWZjMi00ODY0LWlwZmltYWQxM2NhYTlhZTBi&hl=en_US
- 73 • https://docs.google.com/leaf?id=0B0vzrkpbaGH0OTZiZGZkMTU0NDI2Mi00ZGEwLTk1OGUtNTBjNzNlMjc2NjEy&hl=en_US
- 74 • https://docs.google.com/leaf?id=0B0vzrkpbaGH0NTRhMGI3OWMtYTQxMS00NGMwLTk5ODk0NDdiYTkyYTRmMzU5&hl=en_US

75 DearMYRTLE agrees to like and +1 posts where the event is highlighted on the society’s website and
76 social network pages.

77 **COMPENSATION.** The Society agrees to pay DearMYRTLE \$150 for this virtual presentation via PayPal to
78 Pat@DearMYRTLE.com.

79 **INDEPENDENT CONTRACTOR RELATIONSHIP.** DearMYRTLE is an independent contractor.
80 DearMYRTLE is not an employee, servant, agent, partner or joint-venturer of Society at any time
81 contemplated by this Agreement, and shall not represent DearMYRTLE’s opinions to be that of Society.
82 DearMYRTLE shall at all times shall state that DearMYRTLE’s opinions are those of DearMYRTLE and
83 NOT those of Society and that if any media or other materials are used they shall so reflect.

84 [blank]

85 [blank]

86 [blank]

87 [blank]

88 CONTACT.

<p>Society</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>Meeting location: _____</p> <p>_____</p> <p>Society Website: _____</p> <p>Society Facebook Group/Page: _____</p> <p>Google+ Community: _____</p> <p>Twitter: _____</p> <p>Society Representative Name: _____ Phone: _____ Position: President Cell: _____</p> <p>Alternate Representative Name: _____ Phone: _____ Position: _____ Website: _____ Cell: _____ Skype: _____</p>	<p>DearMYRTLE</p> <p>Pat Richley-Erickson</p> <p>_____</p> <p>_____</p> <p>_____ (private cell) Myrt@DearMYRTLE.com</p> <p>Facebook Group: https://www.facebook.com/groups/DearMYRTLE</p> <p>Facebook Messaging: Pat Richley-Erickson</p> <p>DearMYRTLE's Genealogy Community on Google+: https://plus.google.com/u/0/communities/104382659430904043232</p> <p>DearMYRTLE's Genealogy Blog: http://blog.DearMYRTLE.com</p> <p>Twitter: @DearMYRTLE</p> <p>Skype: DearMYRTLE</p>
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89 **CANCELLATION CLAUSE.** This agreement may be canceled if: a) a natural or public disaster should
90 render the event unfeasible; b) Society deems there will be insufficient attendance (at least five business
91 days prior to Event Date); c) serious illness or family death should incapacitate DearMYRTLE, or d) lack of
92 internet access or other technical problems prevent DearMYRTLE from providing access to web-
93 conferencing platform to participants and/or Society. If a natural or public disaster requires cancellation,
94 Society shall not be responsible for Speaking Fee. Should Society elect to cancel the event or wish to void
95 this contract for any reason (other than natural or public disaster), for example, insufficient attendance, (the
96 latter determined five days in advance of seminar), Society shall reimburse DearMYRTLE fifty-percent
97 (50%) of Speaking Fee as stated in this agreement unless written notification is received and
98 acknowledged by DearMYRTLE at least thirty (30) days prior to Event Date. If the thirty (30) day condition
99 is met, no penalty fee shall apply. In the event that DearMYRTLE should be unable to fulfill the obligations
100 set forth in this agreement, DearMYRTLE agrees to assist Society in finding a comparable replacement. If
101 technical problems prevent DearMYRTLE from hosting the presentation, both DearMYRTLE and the
102 Society agree to reschedule the presentation on a mutually agreeable date in the future within twelve (12)
103 calendar months from the scheduled event date. DearMYRTLE and Society can opt to execute a new
104 speaking agreement for the future date or abide by the terms of this agreement for the future date.

105 **LIABILITY.** Society shall indemnify and hold harmless DearMYRTLE from any claim, demand, loss,
106 liability, damage or expense arising in any way from the DearMYRTLE's performance of services.

107 **LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with Utah state
108 law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of
109 competent jurisdiction located in Salt Lake County, Utah.

110 **ENTIRE AGREEMENT AND NOTICE.** This Speaking Agreement constitutes the entire agreement between
111 DearMYRTLE and the Society.

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Continued on next page

113 **EXECUTED SPEAKING AGREEMENT SIGNATURE.** This Speaking Agreement shall be binding upon the
114 parties hereto, their successors and assigns, upon due execution by both parties. The undersigned
115 represents that he/she is a representative authorized to sign on behalf of DearMYRTLE and to enter into
116 this Speaking Agreement.

117 In witness whereof, the parties have executed, or have caused this Agreement to be executed by their
118 authorized representatives, on the dates following their respective signatures below.

119 /s/ _____ (digital signature represents a legally binding signature)

120 Name

121 Society Name, Position in Society

122 Date: _____

123

124 ***Sign digitally with scanned signature or typed name followed by specification that the**
125 **presence of this name represents and is to be recognized as a legally binding signature.**

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128 Pat Richley-Erickson,
129 Author, DearMYRTLE's Genealogy Blog

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