



How to Manage Speaker Contracts

It is vitally important that the speaker and the host organization are on the same page regarding details of the speech. The speaker's assistant can oversee this process by making sure the correct details are in the agreement, the agreement is signed and the deposit is made. Even if there was no fee involved, it is still important to get all the other elements in writing to avoid problems. It is also essential to put everything in writing, even if it seems unnecessary. No concrete plans should be made until there are signatures by both parties.

.....

There are several elements that you need to know about the agreement.

Talk to the Speaker

The speaker may have very specific wants and needs for his or her contracts in general or this contract in particular. The National Speakers Association (NSA) has four different kinds of letters/agreements that can be used and modified.

One is in the letter form and the others can be used as contracts in case the organization doesn't have one. Most times organizations will have their own letter of agreement, so you need to ask the speaker if he or she wants to modify or negotiate that agreement, or if they want to create their own contract.

Speakers would generally rather create their own contracts, but if an organization really presses to use its own agreement, most of the time the speaker will acquiesce as long as all the elements are in place.

Elements of the Speaker Contract

Logistical Details of the Speech

The first part of the contract generally covers the following:

_____ (host organization) has agreed to hire
_____ (name of speaker) to present
_____ (this topic)

On this date and time _____

For this length of time _____

At this location _____ (hotel, city, state)

The contract should also cover fees, ownership rights and speaker representations, travel plans and reimbursement, who pays for support materials (AV, handouts, other) important logistical needs and of course cancellation and other important clauses.

Fees

The contract should clearly state what the speaker will be paid to speak at the event. It is typical for the speaker to get 50% at the time of contract signing and the balance at the event or shortly thereafter. The speaker will generally have travel and other expenses paid as well and those are covered in other places in the contract.

Ownership Rights

The speaker owns the rights to the content he or she developed, but the host organization, if they are tape recording it to sell, they will have an agreement that says “we retain rights to this particular presentation.”

The speaker retains the right to his intellectual property so he can go out and give the speech again and the speaker should endeavor to hold onto as many rights as possible. If the organization wants to use the speakers materials in any other way, it should buy or at least contract for the licensing rights so this is clear up front and pay for those rights or exchange something of value, like a certain number of copies to sell or give away.

Speaker Representations

A speaker should state in the contract that their materials are original or when they are not, that they have obtained permission to use the materials. There should also be a promise that the materials are accurate and that the speech or accompanying written materials does not defame or disparage any person, product or service. There is usually an accompanying indemnification clause that says if the speaker violates this, he or she will pay damages and any legal defense costs incurred. The host organization can also sue them for damages.

Audio and Video Rights

Does the host organization have the right to use or sell real-time audio or video? A lot of associations are selling virtual participation where it will cost \$500 to attend the live event but if you're a virtual attendee the price is reduced to \$300. If an organization wants to videotape the speaker to use later as training, speakers need to charge extra for that.

However, that particular recording may belong to the host organization and if they have not worked out any kind of a royalty agreement the speaker

may not be entitled to any of the proceeds of the sale. Most of the time speakers will not work out a royalty agreement, and the keynoters can opt to not be recorded. This can be very sensitive territory.

P.O.s and Invoices

If the host organization is a corporation, it may require a purchase order number and an invoice for the deposit and will state this in the contract.

Cancellation Clauses

In this economy, the cancellation clause has become much more important. Industry standard is that the organization has to pay at least a 50% deposit in order to hold the date. It is critical that a speaker get a deposit to hold the date. If the organization cancels, the speaker can keep that deposit for damages. If the speaker wishes to be generous, he or she can choose apply it to another date in the future.

Other speakers will say if the meeting planner cancels 30 days or less before the event and the speaker can't rebook the date, then all payment and reimbursement and actual travel expenses that have been spent are owed to the speaker.

In some cases, the meeting planner will reserve the right to cancel last minute at no expense. This might happen if some sudden controversy would arise about the speaker and the meeting planner would decide the speaker is no longer appropriate for the meeting.

On the other hand, should the speaker cancel, then the contract may state that the speaker has to pay a cancellation fee or provide an appropriate substitute (create a back up plan).

Travel Expense

This letter or this agreement will outline what is considered as travel expenses - airline tickets, ground transportation and a per diem (to cover daily expenses such as meals, gratuities and other business expenses). In many cases, the hotel for the speaker will be booked by the host organization and put on their master account. In other words, the speaker does not spend his or her own money on a hotel stay and then turn around and bill the organization. The meeting planner will put all speakers on the master account - the key to getting the best rates by booking a number of rooms. The

contract should specify how hotel rooms will be available and whether the host organization will pay for the hotel room if the speaker is a certain number of miles from the event.

AV/Logistical Needs

Many agreements will also outline AV needs and room set-ups, if there are options for the speakers. Meeting planners will also double-check AV needs because they've got to order that equipment from the hotel. Sometimes agreements have room set-up options but many speakers are not going to have a voice, especially if it's a large convention with a lot of concurrent sessions.

Holding Dates

Here is what most contracts do with hold dates: "Because of the numerous inquiries we receive and our desire to serve clients with an immediate answer, we do not hold dates. If this agreement is not returned in one week, these dates will be considered open."

Get the Speaker's Approval and Signature

No matter whether the contract comes from the meeting planner or the speaker, it will be up to you to make sure the speaker sees all the relevant information and that it is correct before he or she signs it. It will be important to do your best to get the speaker to slow down and really review it carefully, so if there are things you think he or she just isn't seeing, stop and point them out. It is too important to get the agreement right the first time.