



SPEAKER CONTRACT

This **SPEAKER CONTRACT** for the personal services of an individual to speak at the event to be described below is made between St. Joseph Parish-Pewamo (hereinafter called "Parish") and the undersigned speaker, hereinafter called the "Speaker", for the personal services of the Speaker.

I. SPEAKER:

Speaker Name: _____

Speaker Company Name: _____

Social Security Number or EIN (Required): _____

(check one): SSN EIN

Mailing Address: _____
Street

City

State

Zip Code

Phone Number: _____

Email Address: _____

Website Address: _____

Special Dietary Needs: _____

II. PARISH CONTACT:

Name/Title: _____ Nickie Wentworth, Executive Administrative Assistant

Parish Address: _____ 126 East St. PO Box 37 Pewamo MI 48873
Street City State Zip Code

Phone Number: _____ 989-593-3440 (Parish Office) 616-318-0055

Email Address: _____ stewardship@stjosephpewamo.org

Website Address: _____ stjosephpewamo.org

III. **EVENT DESCRIPTION:**

Event Title: _____

Date	Time	Location	Topic	Est. # of Attendees

Location Address(s):

Address: _____ 126 East St. PO Box 37, Pewamo MI, 48873

IV. **EQUIPMENT AND ROOM SET UP:**

Presentations will be held in the Sanctuary Parish Center (check one).

If the event is held in the Sanctuary, we will have the Blessed Sacrament enclosed in the Tabernacle in the same room. Depending on the number of participants, we also have the ability to video stream the event in another room for additional seating.

Wireless (lapel style) and mounted (on a podium or stand) microphones is available to all presenters. Music and media will be also transmitted through the same overhead speaker system.

Speaker will be at floor level when speaking in the Parish Center and 3 steps above people in the Sanctuary.

Sales and resources table will be located in the back of church or in the Parish Center depending on needs and location of speaker.

Speakers who are clergy are welcomed and encouraged to participate in the celebration of Mass during the date(s) they are presenting. If the clergy is from outside the Grand Rapids Diocese a letter of good standing from their home bishop is required within 30 days prior to the event.

Are you interested in participating in the celebration of Mass? Yes No Doesn't Apply

Please mark your preference to the options below:

- Lectern/Podium No Lectern/Podium
- Lapel Microphone Mounted Microphone (On stand On podium)
- Parish introduction Speaker or representative introduction
- Using video presentation No video presentation
- Using music No music incorporated in presentation
- Using props No props
- Using white boards No white boards

Please list any other requests:

For some topics it may be appropriate to incorporate our rich Catholic Sacraments and prayers into the presentation. Are you planning on incorporating any of the following into your presentation (please check all that apply)?

- Adoration of the Blessed Sacrament
- Mass
- Reconciliation
- Prayer Teams
- Glory & Praise
- Other (please specify): _____

V. COMPENSATION:

Fee: _____

Lodging: _____

Meals: _____

Transportation: _____

Good-Will Offering: _____

Other: _____

TOTAL COMPENSATION: \$ _____

VI. SALE OF GOODS:

- Will the speaker be selling goods (ie. CD's, DVD's, Books, etc): Yes No
- Who will collect payment for sold goods? Parish Speaker
- Is the Parish expected to provide volunteers to assist: Yes No
- Please describe how goods will arrive and what type of goods to expect:

VII. PAYMENT:

All payments will be in form of a check issued by the Parish and will be payable to Speaker or Company as listed above in Section I.

All Good-Will Offerings will be collected and tallied nightly. Guests will be asked that all checks are made payable to the Parish. All checks will be deposited into the Parish account and a single check will be issued to the presenter. Cash donations will be given to the presenter at the end of the event.

Speaker will receive two separate checks at the end of the event, one for the services and fees and the other with Good-Will Offerings.

Is a deposit required? Yes No
If yes, please specify the amount and date due.

VIII. INDEPENDENT CONTRACTOR:

The Speaker, its officers, agents and employees (if 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 Parish. The Speaker agrees that it 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 Parish. As such, the parties will each be responsible for their own acts of negligence as determined by law.

IX. LIABILITY:

The Parish, as an agency of the Diocese of Grand Rapids, is self-insured for liability protection. Such protection applies to the Parish and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.

The Parish agrees to hold harmless the Speaker, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Speaker Contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the Parish while acting within the scope of their employment.

Speaker agrees to hold the Parish 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 Parish while acting within the scope of their employment.

X. DISPUTES

This Speaker Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Michigan.

All disputes which cannot be reconciled between the event coordinator and the presenter shall be submitted in writing to Fr. Darrel Kempf, pastor of St. Joseph Parish. Fr. Darrel will be final authority on behalf of St. Joseph for all disputes.

This Speaker Contract, and the terms and conditions contained herein, may be enforced by the Parish 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.

XI. CANCELLATIONS:

Either party may cancel this Speaker Contract without obligation to the other if cancellation notice is received in written form at least 60 days before appearance date.

Speaker agrees to furnish payment to the Parish for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.

If, due to illness, accident, or other causes legally known as Acts of God, Speaker is forced to cancel a Speaker Contract, neither party, nor any representative shall be liable for any payment.

Legal representation of the Parish is provided by the Chancellor/CFO of the Diocese of Grand Rapids or designee, according to the Michigan State Statutes. The Parish is not authorized to enter into any Speaker Contract which may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority.

XII. MISCELLANEOUS:

It is the desire of the Parish to record and transmit the speeches on their parish website and social media accounts. Video and audio recordings will never be sold but will be available for the public to use. Copies of all photos and video/audio recordings will be shared, at no charge, with the Speaker at the end of the event.

Does the Speaker consent to video and audio recordings? Yes No

Does the Speaker consent to photographs? Yes No

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 Parish against any liability or damages, including attorney fees, which may arise as a result of violation by Speaker of copyright laws.

Details and manner of speech are under the control of the Speaker. However, Parish has the right to direct Speaker to discontinue any activity constituting violation of Parish policy, as well as any federal, state, or local laws. All material presented must be firmly based in the Catholic faith.

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 place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.

XIII. ENTIRE AGREEMENT AND NOTICE

This Speaker Contract constitutes the entire agreement between the parties.

Any requirements that Parish comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by the Parish, in writing by the persons listed below, in advance of the Speaker Contract execution or are made part of this Speaker Contract prior to the signing of the Speaker Contract by the Parish.

This Agreement may be modified or amended in writing signed by authorized signatories of the Contractor and the Parish.

XIV. 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:

XV. ACCEPTANCE:

Accepted by:

The "Parish"; St. Joseph Parish, Pewamo, Michigan

Signed: _____

Printed: Fr. Darrel Kempf

Title: Pastor

Date: _____

The "Speaker"

Signed: _____

Printed: _____

Title: _____

Company Name: _____

Date: _____