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[www.swtjc.edu](http://www.swtjc.edu)

## GUEST SPEAKER CONTRACT

NAME OF SPEAKER: \_\_\_\_\_

AGENT/AGENCY (if any): \_\_\_\_\_

ADDRESS: CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

This Agreement is entered into between Southwest Texas Junior College (“SWTJC”) an institution of Higher Education and the Speaker named above.

1. SERVICES: The Speaker shall perform the services described below:

Guest Speaker Topic/Speech Title: \_\_\_\_\_

SWTJC Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Club/Organization or Department: \_\_\_\_\_ Event Date: \_\_\_\_\_

Location: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ (Time zone)

Event Length: \_\_\_\_\_ Q&A length: \_\_\_\_\_ (leave blank if no Q&A)

Speaker requires the following equipment /items for this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **COMPENSATION:** SWTJC will pay as a flat fee, inclusive of travel and all expenses, the amount of: \_\_\_\_\_
  
3. **TERMS OF PAYMENT:** Payment to the Speaker will be processed within 30 days of engagement. The speaker will be required to submit an invoice including receipts and/or mileage for travel expenses.  
University check/electronic payment made payable to: \_\_\_\_\_
  
4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Speaker shall defend, indemnify, and hold harmless SWTJC, its Board of Trustees, officers, agents, and/or employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Speaker hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from SWTJC's sole negligence or willful misconduct.
  
5. **TERMINATION.** This contract may be terminated at no cost to either party upon 30 days advance written notice.
  
6. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.
  
7. **COMPLIANCE.** Contractor (Speaker), and any subcontractors to this contract regardless of tier, shall register and participate in a Status Verification System as defined in Title 25 O.S. § 1312 to verify the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.
  
8. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED.** It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.
  
9. **RIGHT TO NAME AND PHOTOGRAPH:** The Contractor hereby grants to the College the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular SWTJC

program or activity or in any instructional or information materials derived directly from and credited to the program or activity.

10. **OTHER.** The Speaker is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. The Agreement is the complete & exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the state of Texas. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Texas.

**IN WITNESS WHEREOF**, the undersigned have set their respective hands on the Date of Agreement recited above.

**Southwest Texas Junior College**  
by: \_\_\_\_\_  
Hector Gonzales, President or  
Authorized Representative

**SPEAKER**  
by: \_\_\_\_\_  
Print Name:

**Questions regarding the SWTJC Guest Speaker Contract should be directed to:**

*Southwest Texas Junior College*  
*Lisa Ermis*  
*Vice President of Finance*  
*(830) 591-2935*  
[ldermis@swtjc.edu](mailto:ldermis@swtjc.edu)