

EASTERN MICHIGAN UNIVERSITY
SPEAKER/PRESENTER/PERFORMER AGREEMENT
(SHORT FORM)

This Agreement made this _____ day of _____, 20____, by and between the Board of Regents of Eastern Michigan University (EMU) and _____ (Speaker/Presenter), whose address is _____.

EMU and Speaker/Presenter agree as follows:

1. Speaker/Presenter will perform the following services:

_____ Which will be performed at _____ on _____.

2. In performing the services hereunder, Speaker/Presenter shall report to: _____

3. In consideration for Speaker/Presenter's satisfactory performance of the services hereunder, EMU will compensate Speaker/Presenter as follows: _____

Expenses such as travel must be itemized separately. Actual, necessary and reasonable expenses in accordance with EMU's policies and practices will be reimbursed from your invoices.

These expenses are estimated to be: _____

EMU limits expense reimbursement to: _____

1. The fees and other costs stated herein include all applicable taxes and will not be changed hereafter as the result of Speaker/Presenter's tax liabilities. Speaker/Presenter will be responsible for any taxes applicable to this payment, and hereby agrees to hold harmless and indemnify EMU from any such taxes which may be directly assessed against EMU.
2. Speaker/Presenter may not assign or transfer this Agreement, any interest therein or claim thereunder, without the prior written approval of EMU.
3. The relationship of Speaker/Presenter to EMU is and shall continue to be that of an independent contractor, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship shall arise or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and Speaker/Presenter hereby agrees to hold EMU harmless for any such claims by it or its associates, and any cost or expense related thereto.
4. In the event of an act of God or other legitimate condition beyond the control of EMU which renders the performance of any of EMU's obligations under this Agreement impossible, impractical or unfeasible, it is understood and agreed that EMU has the right to cancel this Agreement. Furthermore, EMU shall be entitled to a refund of any and all monies paid related to the event.
5. If this agreement is cancelled by Speaker/Presenter or a change of date is required by Speaker/Presenter for any reason, the Speaker/Presenter agrees to reimburse EMU, within (5) days, for any bonafide out-of-pocket expenses incurred by EMU.
6. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Michigan.
7. This Agreement contains the entire Agreement between the parties and all prior negotiations and agreements are merged herein.

EASTERN MICHIGAN UNIVERSITY

1) By: _____ Date _____

3) By: _____ Date _____

Title: _____

Title: _____

Requesting Administrator

Divisional Executive

Approved as to legal form

CONSULTANT

2) By: _____ Date _____

4) By: _____ Date _____

Title: General Counsel

Witnessed: _____ Date _____