

## SPEAKER CONTRACT

This Speaker Contract (this “Contract”) is made and entered into as of the “Contract Date” set forth in **Exhibit A** attached to this Contract by and between Loyola University of Chicago (“Loyola”) and the speaker set forth in **Exhibit A** (together with such speaker’s employees, representatives and agents, “Speaker”). In consideration of their mutual promises set forth in this Contract, Speaker and Loyola agree as follows:

- 1. Speech.** Speaker agrees to make a speech for Loyola as described in **Exhibit A** (the “Speech”). Speaker, at Speaker’s expense, will obtain all intellectual property rights necessary for the Speech. Speaker will ensure that the content of the Speech is in accordance with the Jesuit Catholic identity of Loyola. Speaker agrees to comply in all respects with all applicable laws, rules, regulations, legal requirements, policies, protocols, procedures and standards and all applicable policies, rules, regulations, systems, processes, programs and equipment of Loyola that Loyola requires non-employee contractors, guests and visitors to Loyola’s properties, premises, campuses, locations or facilities (collectively, “Loyola Properties”) to comply with, including without limitation Loyola’s relevant information technology policies, travel and business expenses policy, alcohol and other drugs policy, non-smoking policy and parking services policy. While on Loyola Properties, Speaker will not engage in any disruptive behavior including without limitation using obscene language, making threats, harming others and possessing, distributing, consuming or being under the influence of alcohol or illicit drugs. Loyola, in its sole discretion, will determine the sound level for the Speech. Speaker will provide Loyola with a biography and any materials, outlines or handouts for the Speech as reasonably requested by Loyola (collectively, “Speech Materials”), and, as determined by Loyola in Loyola’s sole discretion, Loyola may use the Speech Materials for the Speech, for Loyola’s internal uses and in connection with this Contract. Speaker will not promote the Speech without Loyola’s prior written approval, and all promotions for the Speech will be in Loyola’s sole discretion. Speaker will not sell any merchandise or other products or services in connection with the Speech.
- 2. Recording.** Speaker consents to and authorizes Loyola and Loyola’s subsidiaries and affiliates and each of their respective employees, officers, directors, agents, contractors and trustees (collectively with Loyola, “Loyola Parties”) to make a recording of Speaker, Speaker’s image and Speaker’s voice captured before, during and after the Speech, on videotape, audiotape, film, photograph or any other medium (collectively, the “Recording”) and to use Speaker’s name, likeness and/or voice in connection with the Recording and to duplicate, distribute, use and/or publish, in whole or in part without any restriction or limitation, the Recording. Speaker waives the right to inspect or approve the Recording. Speaker agrees and acknowledges that the Recording remains the property of Loyola and that the Recording may appear publicly on Loyola’s website and/or in other websites or mediums and/or other purposes as determined by Loyola.
- 3. Equipment.** Speaker will contact Loyola’s contact person set forth in **Exhibit A** (the “Loyola Contact Person”) in advance of the Speech to arrange for use of Loyola stage and sound equipment, subject to Loyola’s approval in Loyola’s sole discretion. Except as may be provided in **Exhibit A**, Speaker will be responsible, at Speaker’s expense, for providing any all equipment for the Speech. All equipment provided by Loyola is provided on an as is basis.
- 4. Revenue.** Loyola may, in Loyola’s sole discretion, furnish and sell any tickets for the Speech. Loyola will retain any and all revenue from the sale of such tickets and all other revenues from the Speech. Speaker will have no right to any portion of such revenue, to be present in Loyola’s box office or to review records related to ticket revenues for the Speech. Loyola, in its sole discretion, will determine the ticket prices.
- 5. Payment.** Payments by Loyola pursuant to this Contract may be made via check, wire transfer or ACH, as determined by Loyola in its sole discretion. For any wire transfer or ACH, upon Loyola’s request, Speaker will provide Loyola with complete and accurate wire transfer or ACH instructions. As of the Contract Date, Speaker will have provided to Loyola a complete and accurate Internal Revenue Service Form W-9. Loyola will not make any deposits or advance payments or post any bonds, unless otherwise mutually agreed upon by Loyola and Speaker. Loyola will not pay or reimburse for Speaker’s lodging, transportation or other expenses, unless otherwise mutually agreed upon by Loyola and Speaker.
- 6. Indemnification and Insurance.** Speaker releases and agrees to indemnify and hold harmless all Loyola Parties from and against any claims, demands, suits and causes of action of every kind or character, and any resulting or related

liabilities, obligations, incidental and consequential damages, costs, fines, and expenses, including reasonable attorney's fees (or, at the option of Loyola, Speaker will provide a defense), related to or arising out of: (a) the Speech; (b) the performance of Speaker under this Contract (including without limitation any act, error or omission); (c) Speaker's alleged or actual breach or violation of any representation or warranty in this Contract or otherwise; (d) any alleged or actual infringement on or violation of, in whole or in part, any patent, copyright, trademark, trade secret or intellectual property or other proprietary right or interest of any other person or entity by Speaker; (e) the Recording and/or the duplication, distribution, use, and/or publication of the Recording; or (f) any alleged or actual act, error or omission of Speaker. Speaker will maintain sufficient insurance to cover all liability arising from its operations including its obligations under this Contract. This Section 6 will survive the termination of this Contract.

**7. Force Majeure.** If either party is unable to perform under this Contract due to unforeseen events beyond the party's reasonable control ("Force Majeure Event") and that party gives the other party prompt written notice of such inability: (a) such inability will not be considered a breach of this Contract; (b) this Contract will be deemed terminated; and (c) both parties will be relieved of performing under this Contract (including without limitation Loyola's payment obligations); provided, however, that if a Force Majeure Event occurs and the Speech is cancelled as a result of the Force Majeure Event, the parties will attempt in good faith to reschedule the Speech at a mutually agreed upon date and time.

**8. Termination.** Loyola may terminate this Contract upon written notice to Speaker for any reason. Upon termination, pursuant to this Section 8, Loyola will be relieved of its obligations pursuant to this Contract (including without limitation Loyola's payment obligations). If Speaker terminates this Contract prior to the Speech, for reasons other than a Force Majeure Event, Speaker will return any deposit made and reimburse any out-of-pocket expenses incurred by Loyola for the Speech, within 14 days of Speaker's receipt of a written statement of such expenses from Loyola.

**9. Status of Parties.** The parties agree that no legal relationship of any kind exists as a result of this Contract, other than the covenants expressly contained herein. Speaker is not an employee, joint employee or agent or otherwise under the control or direction of Loyola. This Contract does not constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties are independent parties and the personnel of one party will not be deemed the personnel of the other. Each party will be solely responsible for payment of all compensation and employee benefits owed to each party's respective personnel, including payment of any taxes related to employment and workers' compensation insurance. Speaker agrees to be solely responsible for and will indemnify and hold harmless Loyola from fees, salaries, payroll, or other federal, state, and local taxes, unemployment insurance, workers' compensation coverages or other benefits or charges relating to any services furnished by Speaker under this Contract. This Section 9 will survive the termination of this Contract.

**10. Notice.** Speaker will identify in writing the individual to whom Loyola will send any notices. Any notices from Speaker to Loyola will be sent to the Loyola Contact Person (with copies to: Loyola University of Chicago, Office of the General Counsel, 820 N. Michigan Avenue, Suite 750, Chicago, IL 60611, Attn: Vice President and General Counsel, Email: pcostas@luc.edu) and any other person identified in writing by Loyola. All notices will be sent by electronic mail, certified mail, registered mail, overnight carrier or hand-delivery. Notices sent by email will be deemed effective when the recipient acknowledges having received the email, either by an email sent to the sender's email address or by another delivery method in accordance with this Section 10. Notices sent by certified mail, registered mail, overnight courier or hand delivery will be deemed effective upon delivery.

**11. Representations.** Speaker represents and warrants to Loyola that: (a) Speaker is fully authorized and empowered to enter into this Contract and perform hereunder; (b) Speaker has neither received gifts or gratuities from, nor given (and has no plans to give) gifts or gratuities to, any Loyola Parties, nor participated in any other unethical conduct in connection with this Contract or the Speech; and (c) the Speech and the Speech Materials will not infringe on any patent, copyright, trademark, trade secret, intellectual property or other registered or unregistered proprietary right or interest of any other person or entity. This Section 11 will survive the termination of this Contract.

**12. Access to Loyola Property.** Speaker agrees to be permitted to be present on any applicable and appropriate Loyola Properties, as determined by Loyola in its sole discretion, only to the extent necessary to perform under this Contract, and

nothing in this Contract will be construed to require or permit Speaker to be present on any other Loyola Property, except as agreed upon by the parties.

**13. Dangerous Objects.** The possession, display, and/or use of dangerous objects including without limitation firearms (including BB or pellet guns), fireworks, smoke bombs, explosives, ammunition, hunting knives, swords, sabers, or anything that could be perceived or misrepresented as a weapon is prohibited on Loyola Properties (collectively, “Dangerous Objects”). Speaker acknowledges and agrees that Speaker will not possess, display, and/or use any Dangerous Objects on Loyola Properties.

**14. Taxes and Tax Exemption.** Speaker will at all times, at Speaker’s expense, be responsible for all applicable returns, reports, taxes and assessments arising out of the Speech. Speaker acknowledges that Loyola is exempt from any Illinois sales or use tax. Loyola is organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At all times, the parties will operate the arrangements contemplated by this Contract in furtherance of Loyola’s exempt purposes and, in the event of a conflict between Loyola’s exempt purposes and this Contract, Loyola’s exempt purposes will control. Notwithstanding any contrary provision of this Contract, Loyola reserves the right to take any action regarding the arrangements contemplated by this Contract necessary to protect Loyola’s tax-exempt status. Speaker acknowledges that Speaker has not received or relied upon any tax advice, guidance or consultation from Loyola in connection with this Contract. The parties acknowledge that Loyola’s payments to Speaker constitute reasonable compensation for Speaker’s services contemplated by this Contract.

**15. No Rights to Intellectual Property.** Speaker recognizes Loyola’s ownership and title to Loyola’s names, logos, trademarks, service marks and trade names whether or not registered (collectively, the “Loyola Marks”). Speaker agrees to not impair the rights of Loyola in and to the Loyola Marks. Speaker has no license or other rights to print, display or otherwise use, and will not acquire any rights in, the Loyola Marks. Any unauthorized use or modification of Loyola Marks is expressly prohibited. Nothing in this Contract will confer upon Speaker any right of ownership in the Loyola Marks and Speaker agrees to not represent or use the Loyola Marks in a manner that suggests that such rights are conferred.

**16. General.** Neither party will assign or subcontract this Contract, in whole or in part, without the prior written consent of the other party, and any assignment or subcontract made without consent will be null and void. This Contract may be modified or amended only by written contract executed by each of the parties, and any attempt by one party to unilaterally modify or amend this Contract will be null and void. This Contract will be governed by and construed under the laws of the State of Illinois. Any action relating to this Contract will be brought in a court of competent jurisdiction situated in the County of Cook, State of Illinois. Nothing contained in this Contract will be construed or interpreted as prohibiting, limiting, impairing or restricting Loyola from purchasing products or services of any kind from or contracting with other vendors or service providers of any kind. All performance undertaken and payments made prior to the Contract Date will be deemed to have been undertaken or made in anticipation of, and subject to, the provisions of this Contract. All provisions of this Contract that contain continuing obligations or that by their nature should survive expiration or termination of this Contract, along with all representations and warranties made herein, will survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Contract Date.

**LOYOLA UNIVERSITY OF CHICAGO**

**SPEAKER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT A**  
**Speech Details**

1. Contract Date: \_\_\_\_\_
2. Speaker: \_\_\_\_\_
3. Speaker's Contact Person: \_\_\_\_\_
  - a. Phone: \_\_\_\_\_
  - b. E-mail: \_\_\_\_\_
4. Address of Speaker: \_\_\_\_\_
5. Loyola's Contact Person: \_\_\_\_\_
  - a. Title/Department: \_\_\_\_\_
  - b. Phone: \_\_\_\_\_
  - c. E-mail: \_\_\_\_\_
6. Address of Loyola: \_\_\_\_\_
7. Speech (name, topic and/or type): \_\_\_\_\_
8. Speech date: \_\_\_\_\_
9. Speech location: \_\_\_\_\_
10. Length of Speech: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
11. Speaker to report to: \_\_\_\_\_ Time: \_\_\_\_\_
12. Total agreed price for engagement of Speaker: \_\_\_\_\_
  - a. Deposit amount/due date (if any): \_\_\_\_\_
  - b. Non-deposit/remaining amount/due date: \_\_\_\_\_
13. Expenses paid/reimbursed by Loyola (if any): \_\_\_\_\_