

# PRESENTER AGREEMENT

This agreement is between Pepperdine University ("University") and \_\_\_\_\_, ("Presenter").

## SERVICES AGREED UPON

Presenter shall present services as specified below:

## COMPENSATION

In return for Presenter's service(s) as specified above, the University agrees to pay the sum \$ \_\_\_\_\_. The University also agrees to reimburse \_\_\_\_\_ on his travel expenses (including airfare, hotel, and shuttle reservations.) The compensation amount of \$ \_\_\_\_\_ will be paid by University check within two weeks after the date the event occurs.

## STANDARDS OF CONDUCT

The Presenter and Presenter's employees shall present and conduct themselves in a manner which is consistent with the standards of the University as specified below:

- A. No alcoholic beverages or non-prescription or illegal drugs or substances are permitted on campus. Anyone under the influence of alcohol or narcotics will be reported to the local authorities and removed from campus or, if participating online, removed from the online platform (e.g., Zoom meeting room).
- B. No unlawful or inappropriate conduct or language, including behavior and/or language that is inconsistent with the standards of the University, is permitted during a presentation, including during the time-period the Presenter is visiting campus or participating in an online event. Examples of behavior and/or language that is not permitted by the University include, but are not limited to: statements that disparage God, Jesus Christ, or religion; language that demeans and exploits women or any racial or minority groups; profanity; excessive references to sex, alcohol, and narcotics/drugs; and/or political speech/activity that could jeopardize the University's non-profit status. The determination of what is unlawful or inappropriate with respect to Presenter's conduct or language will be made in good faith by the University, and will be at the sole and absolute discretion of the University.
- C. The University is a smoke free campus.
- D. All of Presenter's employees, volunteers, and other companions must also comply with all standards of conduct enumerated herein.

**Failure to abide by the above Standards of Conduct shall constitute a material breach of the Agreement and will result in dismissal from the event without any additional compensation as described in paragraph 2 of the Agreement.**

## RECORDING OF PARTICIPATION RELEASE

I hereby authorize Pepperdine University and its associates or assignees, or anyone acting under its authority or permission, the irrevocable and unrestricted right and permission to:

- A. Record my participation and appearance on a video tape, audio tape, photograph, digital, electronic or any other medium.
- B. Use my name, likeness, voice and biographical material in connection with these recordings.

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- C. Use, reproduce, exhibit or distribute in any medium (e.g., print publications, video tapes, CD-ROM, and Internet) these recordings in whole or in part for any purpose that the University, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts.

I waive any right that I may have to inspect or approve the finished product or products that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge, and agree to hold harmless Pepperdine University, its officers, directors, employees, and agents, and all persons acting under its permission or authority, or those for whom they are acting, from any claims or liabilities arising from or relating to the creation, recording, use, reproduction, exhibition or distribution of the aforementioned assets in any medium, including but not limited to any claims or liabilities arising by virtue of any distortion, alteration, inaccuracy, whether intentional or otherwise, that may occur or be produced in the recorded presentation material or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel, slander, false light, or invasion of privacy. I understand that all such images or recordings, in whatever medium, shall remain the property of the University.

## INDEMNIFICATION FOR INJURY AND DAMAGES

Presenter shall defend and indemnify the University against and hold the University harmless for any and all costs, loss, damages, attorney fees (including in-house counsel fees) and/or claims and liability for injury to persons or property damage arising out of, connected with, or attributable to the use of the University facilities for the presentation(s) and/or event(s) contracted, which are due to the negligence or intentional actions of the Presenter.

## DAMAGE TO FACILITIES

Presenter agrees to pay for any damage to facilities or equipment arising out of, connected with or attributed to the use of such facilities or equipment for the event, which are due to the negligence or intentional actions of the Presenter.

## INABILITY TO PERFORM

In the event that the Presenter is unable to perform the services as a result of the serious physical disability of the Presenter (except being under the influence of intoxicating beverages, narcotics or drugs), or acts or regulations of public authorities, labor difficulties, civil tumult, serious interruption or delay of transportation service, force majeure, or other cause beyond the control of the Presenter or University, then this Agreement shall terminate. Presenter shall return any advance payment by University forthwith, and the parties hereto shall be released from any and all obligations to the other. In the event that the acts or regulations of the public authorities of any of the above should make it impossible for a majority of the program participants to arrive, then this agreement shall terminate and the parties hereto shall be released from any and all obligations to the other.

## RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed so as to constitute the parties hereto a partnership or joint venture, nor to make the University liable in whole or part for any obligation that may be incurred by the Presenter in carrying out any of its obligations under the provisions hereof. Presenter and any of his or her employees or volunteers shall be deemed independent contractors of the University.

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## AGREEMENT AND INTERPRETATION

- A. This agreement shall be considered the entire agreement between the parties
- B. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties unless incorporated in this agreement. This agreement contains all the terms and conditions agreed upon by the parties, and may not be amended except in writing signed by both parties.
- C. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of California. The parties also agree that venue of any dispute will be in the federal or state courts of Los Angeles County.

## COST OF LEGAL ACTION OR COLLECTION

In the event of any legal action of any nature, (including, but not limited to arbitration) or any collection efforts are needed for the collection of fees, due and payable pursuant to the Agreement, or for damage in any way related to the Presenter's breach of duties or the event stated in this Agreement, the expenses of such action or efforts, including attorney fees, and in-house counsel fees costs and interest thereon at the maximum legal interest rate and shall be paid to the prevailing party.

## INCOME TAX WITHHOLDING

In accordance with the State of California Franchise Tax Board, the University will report and withhold 7% from payment to Presenter who is a nonresident of California, performing services within California, that exceed \$1,500.00 per calendar year. If the Presenter is a tax exempt entity or is a nonresident of California and has a permanent place of business in California, the Presenter should complete California Form 590 and return it to the University along with this signed contract. Any questions regarding this regulation should be directed to the California Franchise Tax Board Withholding Services and Compliance at (888) 792-4900.

This Agreement shall be effective only if a fully executed copy is received by the university within 15 days of the execution of the Agreement by the University. Executed by the University on \_\_\_\_\_.

## PEPPERDINE REPRESENTATIVE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Department: \_\_\_\_\_

## PRESENTER

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_