

The Operation IMPACT Tour SPEAKER CONTRACT

This **SPEAKER CONTRACT** for the personal services of an individual to speak at the event to be described below, is made between the Face of Illness Co-op, a public body non-profit cooperative corporation, for and on behalf of the Operation IMPACT Tour (hereinafter called the "Tour") and the undersigned speaker, (hereinafter called the "Speaker"), for the personal services of the Speaker.

1. **EVENT DESCRIPTION:** _____

Date(s) _____

Time(s) _____

Event Location: _____

2. **SPEAKER NAME:** _____

Contact Phone Number and Email Address: _____

Permanent Address: _____(Street Address)

_____ (City, State Zip Code+4)

If Speaker is represented by an Agent and payment is to be made to Speaker's Agent, the following information must be supplied:

AGENT NAME _____

FEIN Number (required) _____

Permanent Address: _____(Street Address)

_____ (City, State Zip Code)

3. **TOUR CONTACT:** _____ (Name)
 _____ (Department)
 _____ (Address)
 _____ (Phone/FAX)
 _____ (EMAIL)

4. **COMPENSATION** is: Fee/Honorarium _____
 Lodging _____
 Meals _____
 Transportation _____
 Other _____

TOTAL COMPENSATION \$ _____

State ADVANCE DEPOSIT amount if it is required by Speaker: \$ _____

NOTE THAT THE TOUR DOES NOT COMPENSATE ANY SPEAKER OR VENDOR. THIS IS A CHARITY BASED EVENT AND SUGGESTED SPONSOR FEES ARE GIVEN FOR EACH SPEAKING TYPE, TIME SLOT AND LOCATION. ALL DONATIONS ARE TAX DEDUCTIBLE. PLEASE USE THE COMPENSATION SECTION AS THE IN-KIND CALCULATION TO BE ADDED TO YOUR DONATION RECEIPT FOR YOUR STANDARD FEES.

_____ Tour Rep Initials

Speaker Initials _____

5. **PAYMENT:** All payments for your “Speaker Sponsor” will be in the form electronic check-out at www.operationimpacttour.org/checkout-now via Stripe and will be payable to Face of Illness Co-op with disclosure as indicated below.

Charitable Contributions – Substantiation and Disclosure Requirements

Contemporaneous Written Acknowledgment Requirement

- A donor cannot claim a federal income tax deduction for any single contribution valued at \$250 or more unless the donor obtains a contemporaneous written acknowledgment of the contribution from the donee charitable organization.
- An organization that does not acknowledge a contribution incurs no penalty; but, without a contemporaneous written acknowledgment, the donor cannot claim the federal income tax deduction.
- Although it’s a donor’s responsibility to obtain a contemporaneous written acknowledgment, a charitable organization must assist a donor by providing a contemporaneous written statement containing:
 1. the name of the organization
 2. the amount of any monetary contribution
 3. a description (but not the fair market value) of any contribution of property
 4. a statement that no goods or services were provided by the organization in return for the contribution, if that was the case
 5. If the organization did provide goods or services in return for the contribution, a description and good faith estimate of the fair market value of the goods or services
 6. If the organization only provided intangible religious benefits (described later in this publication) in return for the contribution, a statement so providing.
- It isn’t necessary to include either the donor’s Social Security number or tax identification number on the contemporaneous written acknowledgment.
- A separate contemporaneous written acknowledgment may be provided for each single contribution valued at \$250 or more, or one contemporaneous written acknowledgment, such as an annual summary, may be used to substantiate several single contributions valued at \$250 or more.
- There are no IRS forms for the contemporaneous written acknowledgment. However, samples of such acknowledgments are provided below.
 - Letters, postcards, or computer-generated forms with the above information are acceptable.
 - A charitable organization can provide either a paper copy of the contemporaneous written acknowledgment to the donor, or an organization can provide the acknowledgment electronically, such as via an email addressed to the donor. A donor shouldn’t attach the acknowledgment to his or her individual federal income tax return but must retain it to substantiate the contribution. Separate contributions of less than \$250 will not be aggregated. An example of this could be weekly offerings to a donor’s church of less than \$250 even though the donor’s annual total contributions are \$250 or more.

Contemporaneous

- For the contemporaneous written acknowledgment to be considered contemporaneous, a donor must receive the acknowledgment on or before the earlier of:
 - the date on which the donor files the donor’s individual federal income tax return for the year of the contribution; or
 - the due date (including extensions) of such return.
- Charities typically send written acknowledgments to donors no later than January 31 of the year following the donation.

6. 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 Tour. 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 Tour. As such, the parties will each be responsible for their own acts of negligence as determined by law.

7. LIABILITY:

- (a) The Tour is self-insured for liability protection. Such protection applies to the Tour and their property only. Speaker and all other individuals and organizations must provide their own liability coverage.
- (b) Speaker agrees to hold the Tour 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.

8. DISPUTES:

- (a) This Speaker Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Nevada.
- (b) This Speaker Contract, and the terms and conditions contained herein, may be enforced by the Tour 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.

9. CANCELLATIONS:

- (a) Either party may cancel this Speaker Contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.
- (b) The Speaker agrees to furnish payment to the Tour for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after signed confirmation of agreement to appear.
- (c) If, due to illness, accident, or other causes legally known as Acts of God/Natural Disaster, Speaker/Tour/Facility is forced to cancel a Speaker Contract, neither party, nor any representative shall be liable for any payment.
- (d) Sponsor Fees are immediately issued with a tax-deductible receipt. Refunds are not applicable on charitable contributions. In the event of cancellation by either party, a reasonable exchange of equal value items will be honored within the same fiscal year.

10. MISCELLANEOUS:

- (a) No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to this Speaker Contract, initialed by the Speaker, relating to and permitting such recording, reproduction, or transmission. The Tour will make a reasonable effort to prevent individuals from doing so.
- (b) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify the Tour against any liability or damages, including attorney fees, which may arise as a result of violation by Speaker of copyright laws.

- (c) Sale of any souvenir items or programs by Speaker shall only be permitted upon specific written amendment to this Speaker Contract with Tour 30 days prior to date of engagement, and then subject to the terms listed.
- (d) Details and manner of speech are under the control of the Speaker. However, the Tour has the right to direct the Speaker to discontinue any activity constituting violation of Tour policy, as well as any federal, state, or local laws. Under the guidelines of a 501c3, a non-profit organization cannot accept, nor specifically endorse, under monetary circumstances, any political party in which funds will be redirected to said party.
- (e) 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.

11. ENTIRE AGREEMENT AND NOTICE:

- (a) This Speaker Contract and Amendments (if applicable) constitute the entire agreement between the parties.
- (b) Any requirements that the Event Location (TBD) requires the Tour to comply with in 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 Tour, 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 Tour.
- (c) This Agreement may be modified or amended in writing and signed by authorized signatories of the Contractor and Tour.

12. 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:

**ACCEPTED BY:
THE FACE OF ILLNESS CO-OP,
CHERI L. SOTELO,
OPERATION IMPACT TOUR**

**ACCEPTED BY:
SPEAKER NAME _____
(Please Print)**

Signature: _____

Signature: _____

Witness: _____

AGENT'S Name _____
(If Applicable) (Please Print)

Date: _____

Agent's Title: _____
(Please Print)

Location Selected/Time Allotment: _____

Date: _____

Date: _____

Tour Rep Initials

Speaker Initials