

# **Genimation Speaking Agreement**

# **ORGANIZATION:**

{Name} {Name of Company/ Organization} {Address} {City, State, Zip Code} {Work Phone} {Cell Phone} {Email Address}

{Location of Speaking Event} {Location Address} {Location City, State, Zip Code} {Duration of Program} {Requested Date for the Program}

# THE GENIMATION GROUP INC. AGREES TO PROVIDE:

- Mr. Robert Smith, CEO and founder as the speaker for a Choose an item. program on the topic of marketing.
- Photo and Bio of Mr. Robert Smith
- Various props and interactive items for training purposes.

# **CLIENT AGREES TO PROVIDE:**

LCD Projector
Power for laptop computer
Wireless Lapel microphone
Audio Sound System and amplifier to accept IPOD plug in for music.
Presentation room must be darkened to 100% black-out for start of program (6 min)

#### **REVENUE SCHEDULE:**

Client agrees to pay THE GENIMATION GROUP INC. a fee of <u>\$5,000.00</u> for the program per the terms and conditions attached herein. See Compensation section in agreement below for details.



# Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_\_, between THE GENIMATION GROUP INC. hereinafter referred to as (Consultant or TGGI) and \_\_\_\_\_ (client).

THE GENIMATION GROUP INC. is a Colorado Corporation engaged in the business of providing marketing consulting training and speaking services to businesses, organizations, and individuals.

Client is engaged in the publishing industry and desires THE GENIMATION GROUP INC.'s speaking services.

The parties wish this document to reflect their agreement for the provisions and payment for such services.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENTANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

<u>Supersedes</u> This contract supersedes all oral and written agreements, if any, between the Parties and constitutes the entire agreement between the Parties with respect to this Contract.

Subject to the terms and the conditions set forth herein, Client engages THE GENIMATION GROUP INC., to perform speaking services as specifically described herein.

# <u>Term</u>

The services called for under this Contract will complete \_\_\_\_\_.

#### **Compensation**

Client agrees to pay Consultant for services due upon completion of Special Project as provided herein as follows:

The client agrees to pay to THE GENIMATION GROUP INC. a speaking fee of <u>Fee Amount</u> payable as follows:

\$2,500.00 due as a deposit and is payable upon signing of agreement \$2,500.00 due and payable date of program.

Non-payment does not constitute termination or relieve Client of its financial obligation to THE GENIMATION GROUP INC. under this Agreement.



#### **Cancellation Policy**

In the event the Client cancels this speaking engagement for any reason after the contract is signed, because it is virtually impossible for THE GENIMATION GROUP INC. to re-book that date, THE GENIMATION GROUP INC. will retain the initial deposit as liquidated damages as the consultant cannot re-book this date.

# **Direction**

THE GENIMATION GROUP INC. shall report to and be responsible for its performance and receive direction from <u>Contact Name</u>.

#### Applicable Law

This contract shall be construed and interpreted in accordance with the laws of the State of Colorado.

# Travel and Living Expenses

All travel, lodging, meals, and any reasonable additional expenses will be paid by Client Name

#### <u>Audio/ Video</u>

All audio, video and multi-media rentals and or any equipment needed to perform said services will be provided to TGGI and will be paid by the client.

#### **Cooperation of the Client**

The Client agrees to supply THE GENIMATION GROUP INC. with all necessary information, and support materials, so that THE GENIMATION GROUP INC. can best serve the Client under this Contract.

# Severability

Any clause or provision found in this agreement that may be found to be unenforceable by a court of competent jurisdiction, under this agreement shall in no way, expressed or implied, cause any other clause or provision contained in this agreement to be held as unenforceable. Each clause or provision will be considered to be a part of the entire agreement and will be deemed to be enforceable in part or whole of the entire agreement.

# Enforcement of Contract

In the event it becomes necessary for either party to initiate an enforcement action for cause, both parties hereby agree to settle any and all disputes by arbitration. All arbitration will take place in the venue of El Paso County, CO, and the final judgment of the arbitrator is deemed as final by both parties. Both parties hereby agree that any costs associated with bringing an action to enforce any terms and conditions of this agreement that the prevailing party in arbitration will be entitled to recover those and any other reasonable costs as awarded by the arbitrator in addition to any other awards, damages, talent or otherwise as deemed appropriate



by the arbitrator. Both parties hereby agree that the process of arbitration will be governed under the rules of the Colorado Arbitration Act.

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above written.

THE GENIMATION GROUP INC.

By:\_\_\_\_\_ Robert C. Smith - President

<u>Name</u>

By:\_\_\_\_\_ Contact Name -- Title

Addresses of Parties:

THE GENIMATION GROUP INC .:

CLIENT:

The Genimation Group Inc. 425 W Rockrimmon Blvd., Suite 202 Colorado Springs, CO 80919

<u>Name</u> <u>Address</u> <u>City, State, Zip Code</u>