



*Speaking/Performance Agreement Summary*

**HOST INFORMATION**

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date of Appearance: \_\_\_\_\_  
 Doors Open: \_\_\_\_\_ Performance Time: \_\_\_\_\_ Length of Performance: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Type of Event: \_\_\_\_\_  
 Number of Services \_\_\_\_\_  
 Band or Track: \_\_\_\_\_ (for musical performances)  
 Expected Attendance \_\_\_\_\_

**HONORARIUM INFORMATION**

Full Honorarium Agreed Upon: \_\_\_\_\_  
 Offering or Amount to be offered: \_\_\_\_\_  
 Balance Due Day of Appearance: \_\_\_\_\_  
 Balance above must be made payable to:  
**P.O.W.W.E.R. Ministries Inc. by Cashier's check ONLY,**

Deposit (Non-Refundable): \$ \_\_\_\_\_  
 Due: ASAP to lock in performance date  
 Deposit above must be made payable to: **P.O.W.W.E.R. Ministries Inc.**

**PROVISIONS**

Travel Provided By: **(See article 19)**

Meals Provided By: Host  
 Sound Provided By: Host  
 Backline/Sound Board Provided By: Host

**Ticket Information:**

Is this event ticketed: Yes or No Advance Price: \_\_\_\_\_ Door Price: \_\_\_\_\_

**VENUE INFORMATION**

Venue Contact: \_\_\_\_\_ Venue Phone: \_\_\_\_\_  
 Venue Name: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 Venue Address: \_\_\_\_\_ Email: \_\_\_\_\_  
 City: \_\_\_\_\_ State/Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Merchant Fee: \_\_\_\_\_  
 Website: \_\_\_\_\_ Seating Capacity: \_\_\_\_\_

**PROMOTIONAL INFORMATION**

Notes: \_\_\_\_\_

# SPEAKING/PERFORMANCE AGREEMENT BETWEEN

\_\_\_\_\_ & P.O.W.W.E.R. Ministries Inc.

This agreement is made this (date) \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as the "Host") and **P.O.W.W.E.R. Ministries Inc's** Speaker/Performer(s), if more than one, listed on Addendum A attached hereto and included herein (hereinafter referred to as the Speaker/Performer(s), by and through their designated agent or representative ("Manager") identified below.

**WHEREAS**, Host conducts the event known as: \_\_\_\_\_ (hereinafter referred to as the "Performance "); and Speaker/ performer(s).

**WHEREAS**, Host desires to hire Speaker/Performer(s), as independent contractor(s), to provide the service generally described below (the "Performance").

**WHEREAS**, Speaker/Performer(s) desire to provide such Performance;

The parties agree as follows:

1. Speaker/Performer(s): The names and addresses of the Speaker/Performer(s), who will appear during "the Performance", the amounts to be paid to each.

2. Agent/Manager: The name and mailing address of the Representative, who is executing this Agreement on behalf of Speaker/Performer(s), is: P.O.W.W.E.R. Ministries Inc. 9614 Aetna Rd, Cleveland, OH 44105.

3. Place of Performance: The place of performance is at \_\_\_\_\_

4. Date(s) and Time(s) of Performance: The date(s) of the Performance shall be \_\_\_\_\_ and the time(s) of the Performance shall be \_\_\_\_\_. This Performance shall be \_\_\_\_\_.

5. Performance: The Performance is generally described as: \_\_\_\_\_

6. Agreement to Perform: Speaker/Performer(s) agree to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto. Preachers are not in any way obligated or bond by this agreement in regards to WHAT they preach according to the word of God and the Holy Christian Bible and retain their freedom in the Holy Ghost to preach as the Lord leads them and the host agrees not to hold them liable for anything they preach, say, or do in concordance with their performance of their duties within. The host also agrees not to hold **P.O.W.W.E.R. Ministries inc.'s** speakers, preachers, performers or **P.O.W.W.E.R. Ministries inc.** liable for any and all damages to the host's property, caused by them, their guest guests or employees, the host's guest, or members or employees of the hosting organization in conjunction with their fulfillment of this agreement whole or in part.

7. Price of Performance: "Host" agrees to pay Speaker/Performer(s) or his agent an aggregate of \_\_\_\_\_ for the Performance in which a **75% non-refundable deposit is due in order to secure the performance date and balance due prior to performance time on the date of**

**performance** The cashier's check shall be **made payable to: P.O.W.W.E.R. Ministries inc.** Our preferred payment method is via Western Union or Money Gram.

**8. Recording, Reproduction or Transmission of Performance:** Host will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of Speaker/Performer(s) or Speaker/Performer(s) representative prior to performance and having a royalty agreement signed and in place.

**9. Excuse of Obligations:**

**A.** "Host" and Speaker/Performer(s) shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

**B.** In the event the Speaker/Performer has to be excused from their obligations, for reasons listed above only in section **9A**, the Speaker/Performer agrees to reserve another date for the Speaker/Performer to fulfill their obligations to the "Host" at the "Host's" request as the desired date does not conflict with any other scheduled obligations of the Speaker/Performer.

**C.** The "Host" understands that their only recourse is a date reschedule and that no refund will ever be issued.

**D.** The Speaker/Performer reserves the right to be excused, without refund, from performing in any part of the event if the Speaker/Performer finds the "Host" to be in violation of any part of this agreement as interpreted by the Speaker/Performer or if the Speaker/Performer finds that the organization has misrepresented themselves and or the event in which the Speaker/Performer was to perform. In this case the Speaker/Performer is also excused from **9B** without any refund to the "Host".

**10. Taxes:** "Host" agrees to prepare and file all tax information required of a person who hires an independent contractor and Speaker/Performer(s) agree that they have sole responsibility for the payment of any federal or provincial taxes arising from the monies paid by "Host" to Speaker/Performer for the Performance.

**11. Indemnify for Copyright Infringement:** Speaker/Performer(s) represent and warrant that they are knowledgeable about the copyright laws of United States as applicable to the Performance, and that Speaker/Performer(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Speaker/Performer(s) breach this representation, warranty and covenant, Speaker/Performer(s) hereby agree to INDEMNIFY AND HOLD HARMLESS the "Host" and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

**12. Independent Contractor:** Speaker/Performer(s) acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of The "Host". Speaker/Performer(s) further acknowledge that they are not on "Host's" payroll and/or tax

withholding rolls. Speaker/Performer(s) shall have sole control and direction in the conduct of the Performance.

**13. Merchandising:** Speaker/Performer(s) is permitted to sell only P.O.W.W.E.R. Ministries Inc. approved Christ related goods, products, merchandise or services (other than the services provided herein) at the performance with specific, expressed written consent of POWWER Ministries Inc. . And will remit 10% of sales to the "Host" OR pay the agreed upon vendor fee. The Host agrees not permit any such sales without Speaker/Performer providing original copies of proof of written consent from P.O.W.W.E.R. Ministries Inc. on P.O.W.W.E.R. Ministries Inc. letterhead.

**14. Promotion, Advertising and Marketing:** The "host" and Speaker/Performer shall be entitled to advertise, promote and market the appearance of the Speaker/Performer(s) and the Performance. The host agrees to provide Speaker/Performer with copies of all promotional materials containing their names, photographs, likeness, facsimile signature etc. immediately upon request and all such materials must meet the approval and receive written consent of the Speaker/Performer prior to any form of distribution. Speaker/Performer(s) reserve the right to have promotional materials containing their names, photographs; likeness, facsimile signature etc. removed from all circulation for biblical or contract violations as interpreted by the Speaker/Performer(s). Speaker/Performer(s) agrees to be promoted, advertised and marketed with the event described above only as a **one-time** Speaker/Performer. The host shall in no way presume, imply and or promote, market or advertise the performance as an endorsement of the organization, its beliefs, its methods, or its mission. Speaker/Performer(s) acknowledge that "Host" will rely on the terms hereof in all such promotions, advertising and marketing and in the all materials to be printed setting forth the names, dates and times of all performances to be held. Speaker/Performer(s) hereby acknowledge and agrees, after review and written consent, that "Host" may use their names, photographs, likeness, facsimile signature etc. in all approved promotions, advertising or other marketing activities and materials used to increase attendance at performance at no cost to the Speaker/Performer(s).

**15. Security:** "Host" shall provide security for the backstage and stage areas before, during and after the Performance. "Host" shall provide security personnel to protect Speaker/Performer(s) and their property as deemed appropriate by Speaker/Performer(s) in its discretion.

**16. Stage:** At its sole expense, "Host" shall furnish the stage, and stage lighting, sound and power for the Performance, and "Host" shall provide all stagehands required to assist the setup for and conduct of the Performance and takedown after the Performance.

**17. Dressing Rooms:** "Host" shall provide Artist(s) with one private dressing room, which will be clean, dry, well-lit and air-conditioned or heated.

**18. Authority to Execute:** The representative who is executing this Agreement on behalf of Speaker/Performer(s) hereby warrants and represents that he has the full power and authority to bind Speaker/Performer(s) on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that "Host" is relying thereon.

19. Travel and accommodations,

**Out of state:**

- The host organization is responsible for all ground transportation from the hotel to the venue, airport, restaurant, etc.
- Three (3) hotel rooms; one (1) KING Suite and two (2) DOUBLES
- Prefers hotel closest to the airport.
- Will need a large vehicle for eight (8) large bags and five (5) passengers.
- Per Diem amount must be included in final payment of honorarium and presented to its Speaker/Performer(s) prior to performing \$ \_\_\_\_.

**In state:**

- The host organization is responsible for all ground transportation from the Speaker/Performer(s) location to the venue and back.
- Host will need or provide a large vehicle for two (2) large bags and six (6) passengers, no cars, either SUV's or Passenger Vans that can accommodate six (6); limos are acceptable.
- Per Diem amount must be included in final payment of honorarium and presented to its Speaker/Performer(s) prior to performing \$ \_\_\_\_.

20. The host shall not have the right to assign the agreement, or any of its provisions. Nothing in the agreement shall ever be understood as a partnership or a joint venture or that P.O.W.W.E.R. Ministries Inc. or its Speaker/Performer(s) shall be liable in whole or part for any obligation that may be incurred by the "Host" in the host's carrying out any of the provisions in this agreement or otherwise. The person executing this agreement on the "Host's" behalf has the authority to do so.

In Witness Hereof, this Agreement is executed on the date first above written.

Host (Authorized signature)

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

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

Speaker/Performer(s) or Manager Representative

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