

Presenter Agreement Between Lake Erie Council, BSA and

This 2024 "Youth Resilience Summit" conference agreement (the "Agreement"), made and entered into upon the date is signed by both Parties, ("Effective Date") by and between Lake Erie Council, ("LEC"), and _________ ("Speaker"). LEC and Speaker may be referred to collectively in this Agreement as the "Parties" or each individually as a "Party."

Whereas LEC desires to engage Speaker to perform the professional services hereinafter described for the 2024 Youth Resilience Summit (the conference) to be held in person (and possibly virtually) at **The Sheila and Eric Samson Pavilion/ Health and Education Campus- Case Western Reserve University and Cleveland Clinic. 9501 Euclid Ave. Cleveland, OH 44106.**

NOW THEREFORE, in exchange of mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEC and Speaker do mutually agree as follows:

- 1. <u>Dates of Performance</u> The Speaker will deliver an in-person presentation(s) (hereinafter described) on <u>April 19, 2024</u>, during the conference.
- 2. <u>Contract Administrator</u> The Speaker's point of contact for this agreement is:

Name:	Marc Ryan
Cell:	(516) 375-7488
Email:	marc.ryan@scouting.org

- 3. <u>Speaker's Obligations</u> The Speaker hereby agrees to the following:
 - A. Provide the following presentation(s) in person and virtually for the "Youth Resilience Summit" conference (the "Presentation(s)")

Date: Friday, April 19, 2024

Title Presentation:

Please check in no less than 45 minutes prior to presentation to meet with the handler.





- B. Speaker agrees that the presentation(s) and all materials used in preparation and delivery of the Presentation(s), including handouts, audio, video, and PowerPoint presentations ("Presentation Materials") will be supplied by the presenter for an in-person presentation at The Sheila and Eric Samson Pavilion/Health and Education Campus Case Western Reserve University and Cleveland Clinic.
- C. Speaker will provide the executed presenter agreement along with submitting the following via <u>THIS</u> <u>LINK</u>:
 - a. Presenter bio
 - b. Promotional photo/headshot
 - c. Title presentation
 - d. Presentation synopsis
 - e. Three (3) bullet pointed key attendee takeaways
- D. Speaker agrees to promote their support and participation in the conference by posting or re-posting on their social media outlets and participating in media engagement if schedule allows.
- E. Speaker represents and warrants to LEC that the Presentation(s) and Presentation Materials do not violate any proprietary or personal rights of others (including any copyright, trademark, and privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful. Speaker has full authority to enter into this Agreement and has obtained all necessary permissions or licenses from any individuals or organizations whose material is included or used in the Presentation(s) and Presentation Materials. The speaker has all rights and authority to grant LEC the rights set forth herein.
- F. Speaker agrees to defend and hold harmless and fully indemnifies LEC for any damages, costs, fines, fees, judgments, including reasonable attorney fees, losses, liabilities, claims, suits or any other amounts incurred by or asserted against LEC resulting from a claim by a third party regarding any violation of rights regarding the Presentation(s) or Presentation Materials provided by Speaker or Speaker's conduct in connection with the Symposium.
- G. Speaker grants LEC a royalty-free license to use his or her name, likeness, photograph, and biographical data, in connection with the promotion of the conference.
- H. Speaker agrees to uphold LEC's policy prohibiting harassment in the workplace or in any other workrelated setting, based on an individual's race, color, religion, sex, national origin, age, ancestry, disability, genetic information, citizenship, sexual orientation, veteran status, marital status, familial status or any other characteristic or status protected by federal, state, or local law.





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- 4. <u>Compensation</u> In exchange for the services described above, LEC agrees to provide the following to the Speaker:
 - VIP reception 6:00 p.m. 8:00 p.m. Thursday, April 18, 2024, location to be determined
 - Thank-you gift from the Lake Erie Council
 - Promotional package, including social media blasts, Youth Resilience Summit website, targeted email groups, and press releases
 - Any registration fees for the conference will be waived for the Speaker to participate in the Youth Resilience Summit, if so desired
 - Exhibitor table in the conference marketing midway (includes table & 2 chairs)
 - Breakfast and lunch at the conference
- 5. <u>Independent Contractor</u> Speaker will perform all obligations under this Agreement as an independent contractor with respect to LEC. The Speaker is not and shall not be construed as an agent, employee, or representative of LEC.
- 6. <u>Governing Law</u> This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties and/or the interpretation and enforcement of their respective rights and obligations, shall be governed by, construed, and enforced in accordance with the laws of Ohio, irrespective of choice-of-law principles and any dispute under this Agreement shall be resolved by a court of competent jurisdiction of Ohio.
- 7. <u>Assignment</u> Neither Party shall assign any obligation under this Agreement without the consent of the other Party.
- 8. <u>Antitrust Laws</u> This Agreement is entered into in compliance with all State and Federal antitrust laws.
- 9. <u>Term</u> This Agreement shall begin on the Effective Date and shall continue in full force and effect through **April 19, 2024**. The following sections of this Agreement shall survive termination: Sections 3. E. and F., Section 5, Section 6 and Section 7.





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- 10. <u>Cancellation</u> If the conference is cancelled for any reason, this Agreement shall terminate automatically without any further liability to Speaker or LEC.
- 11. <u>Force Majeure</u> Neither Party will be liable for performance under this Agreement if it is unable to perform its obligations pursuant to this Agreement or its performance is rendered impossible, infeasible or inappropriate by any of the following acts, which are beyond the Party's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, inclement weather, an act of war, hostile foreign action, earthquake, hurricane, tornado or act of God or any other reason beyond the Party's reasonable control. In the event that either Party or both Parties are prevented from performing their obligations under this Agreement, the affected Party shall give written notice of such, and the Parties shall make commercially reasonable efforts to work in good faith to reschedule the affected Presentation(s).
- 12. <u>Notice</u> any notice required to be given under this agreement shall be provided in writing and will be effective upon receipt.
- 13. <u>Entire Agreement</u> The Agreement, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference, represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This Agreement may be amended only by written amendments duly executed by LEC and the Speaker.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates accompanying signatures below.

CEO Lake Erie Council

Speaker

Date

Date

