

## **GUEST SPEAKER CONTRACT**

NAME OF SPEAKER: Ken Ham			
AGENT/AGENCY (if any):			
ADDRESS: P. O. Box 510	CITY, STA	TE & ZIP: Hebron, KY 41048	
TELEPHONE: (859) 727-2222	FAX: _		
This Agreement is entered into between Education and a part of the Regional Un		("the University"), an institution of Higher Speaker named above.	
1. SERVICES: The Speaker shall	perform the services described below	<i>7</i> :	
Guest Speaker Topic/Speech T	itle: See Rider (attached)		
UCO Contact Person: Stockt	on Duvall	Telephone:	
Club/Organization or Hall: $\underline{U}$	COSA	Event Date: March 5, 2018	
Location: TBA	Start Time:	End Time:(Central Time Zone)	
Event Length: 60 minutes	Q&A length: 45 mir	nutes (leave blank if no Q&A)	
Speaker requires the following See Rider (attached)	equipment /items for this Agreement	:	
	rersity will pay as a flat fee, inclusive (\$4,500.00	of travel and all expenses, the amount of:).	
TERMS OF PAYMENT: Payment to the Speaker will be processed within 45 days of engagement.  University check/electronic payment made payable to: Ken Ham			

- 4. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Speaker shall defend, indemnify, and hold harmless the University, its Board of Trustees, officers, agents, employees and/or The Regional University System of Oklahoma Colleges from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Speaker hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the University's sole negligence or willful misconduct.
- 5. **TERMINATION.** This contract may be terminated at no cost to either party upon <u>60</u> days advance written notice.
- 6. FORCE MAJEURE. If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.

- 7. COMPLIANCE. Contractor (Speaker), and any subcontractors to this contract regardless of tier, shall register and participate in a Status Verification System as defined in Title 25 O.S. § 1312 to verify the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.
- 8. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED.** It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.
- 9. RIGHT TO NAME AND PHOTOGRAPH: The Contractor hereby grants to University the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular University program or activity or in any instructional or information materials derived directly from and credited to the program or activity.
- 10. OTHER. The Speaker is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. The Agreement is the complete & exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the state of Oklahoma. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Oklahoma, located in Oklahoma County, Oklahoma.

IN WITNESS WHEREOF, the undersigned have set their respective hands on the Date of Agreement recited above.

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University of Central Oklanoma	SPEAKER
by:	by:
Authorized UCO Representative	Authorized Representative
Print Name: DRew DUKE	Print Name:
Position Title:	Position Title:
Date: 12 - JAN - 2018	Date:

Questions regarding the UCO Guest Speaker Contract should be directed to:

University of Central Oklahoma Purchasing, Payment Services, & Travel 100 N University Drive, Edmond, OK 73034 Phone: (405) 974-3340 ~ Fax: (405) 974-3838

\*\*Document created by: UCO Office of Legal Counsel 07/29/13\*\*

## University of Central Oklahoma Rider to Guest Speaker Contract

i nis A	greement is entered into the day of	between Ken Ham	
and th	e University of Central Oklahoma ("UCO") for the	e presentation by Mr. Ham on	
1.	<ol> <li>Mr. Ham will be given 60 minutes of speaking time for the Presentation "Genesis and the State of the Culture" and 45 minutes is allotted for Question and Answer session. Dr. Terry Mortenson of Answers in Genesis ("AiG") will join Mr. Ham for the Question and Answer session.</li> </ol>		
2.	2. UCO is permitting the sale of Answers in Genesis discipleship/outreach resources in a high traffic area before and after the session. Five tables will be needed to display the resources. A group of volunteers is requested to assist with the sales and display. Mr. Ham will give a very brief resource presentation at the conclusion of his talk.		
3.	3. VGA connections will be needed for Mr. Ham to control his presentation from the lectern.		
4.	<ol> <li>UCO agrees to pay Mr. Ham a \$4,500.00 flat fee. The fee covers the speaking fee and all travel and associated expenses for the AiG team members.</li> </ol>		
5. UCO Student Association (UCOSA) President Stockton DuVall (Cody) will work closely with Cody Lutz of AiG (Cody's cell phone is (Cody) These individuals will ensure all logistic needs are covered for both UCO and AiG.			
The provisions of this rider are supplementary to the basic contract and where there shall be a conflicting provision, the provisions of this rider shall prevail.			
Jniver	sity of Central Oklahoma  Men Duke	Ken Ham	
Date		Date	
	18-JAN-2018		
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