



PO Box 130  
Williamston, MI 48895  
Phone: 517-230-0456

## Speaking Engagement Agreement

1. Parties. This contract is entered into by Kathleen Lopilato and LopilatoLaw PLLC ("Speaker") and \_\_\_\_\_ (Client) concerning the engagement of Kathleen Lopilato to speak at the event being held on \_\_\_\_\_, at \_\_\_\_\_am/pm. The location of the event is at: \_\_\_\_\_.
2. Retention. Speaker will commit to her attendance only after execution of this contract by all parties and payment of the initial non-refundable retainer as described in paragraph 4. Speaker does not have any obligations to Client prior to these requirements being met. Permission to use Speaker's name or in any way indicate that she will appear is not granted until the retainer has been paid. Speaker will provide a bio and photo approved for use after receipt of executed agreement.
3. Speaker's Fees and Expenses. Fees for time spent by Speaker are set out in the rates listed in Appendix A, which is incorporated by reference.
4. Payment Terms. Retention payment must be made payable and sent to LopilatoLaw, PLLC, P.O. Box 130, Williamston MI 48895 at least two weeks prior to event. The \$500 retention retainer is non-refundable, earned upon receipt, and serves as the minimum fee. Speaker will apply this retainer to remaining fees and expenses. Speaker will not appear unless retention payment is fully paid.
5. Any material changes in the circumstances of Speaker's appearance, including cancellation of event, change in topic, change in location, etc., shall be communicated to Speaker as soon as possible. The Expert's cellular number is 517-230-0456.
6. Speaker's Right of Withdrawal from Engagement. Speaker shall have the absolute right to withdraw, without any liability, from the engagement if the subject matter upon which she is retained to speak changes, or the event is changed to a date she cannot attend, or if personal circumstances prevent her attendance. If she cannot attend due to personal circumstances she will return the retention payment.
7. Withdrawal. Notice of withdrawal under Paragraph 6 shall be in writing from Speaker to Client. In the event of withdrawal (unless due to Speaker's personal circumstances), the parties agree that Client remains fully liable for all accrued but unpaid fees and expenses.
8. Termination. This contract may be terminated upon written notice to Speaker from Client at any time or by Speaker's withdrawal pursuant to paragraph 6. In the event of termination Client is still responsible for all sums owed to Speaker.
9. Travel. Travel shall be billed at actual hours times \$50. Mileage shall be at the current government rate. Overnight stay shall be prepaid if requested by Speaker.



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10. Airline Flights. All airline flights taken by Speaker shall be direct, non-stop, coach class where possible and any reward points/mileage shall be retained by Speaker unless otherwise specifically agreed to by the parties in writing.
11. Disputes. Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in the State in which the Speaker is domiciled, presently Michigan. The law of the State in which the Expert is domiciled will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Client shall be responsible for payment of attorneys' fees and expenses associated with the Speaker's efforts to collect monies owed under the terms of this Contract.
12. Miscellaneous. Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party's prior approval. The performance of this contract by either party is subject to acts of God, death, disability, government authority, disaster or other emergencies, any of which make it illegal or impossible to carry out the agreement. If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract. This written contract represents the entire understanding between the Speaker and Client. The individual signing this contract on behalf of Client represents and warrants that he/she is duly authorized to bind Client.

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Client Signature \_\_\_\_\_ Date \_\_\_\_\_

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Kathleen Lopilato \_\_\_\_\_ Date \_\_\_\_\_  
LopilatoLaw, PLLC