## REIA SPEAKER/PROMOTER EVENT AGREEMENT

This Speaker’s Agreement is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Promoter”, and E. Alan Cowgill for Colby Properties, LLC hereinafter referred to as “Speaker.”

In consideration of the promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Event:** Promoter will sponsor, and the Speaker agrees to speak and sell products at the following speaking engagement which is hereinafter referred to as “Event”. **Speaker is guaranteed 90 minutes for his evening presentation and all day for his Saturday workshop.**

 **Saturday All Day Talk**

Type of Event: REIA All Day

Topic: Private Lending

Date:

Location:

Meeting Start Time:

Speaker Start Time: 9:00am

Meeting End Time, if any: 3:30pm

Average Attendance:

 **Thursday Evening Talk**

Type of Event: REIA Nightly Meeting

Topic: Private Lending

Date:

Location:

Meeting Start Time:

Speaker Start Time:

Meeting End Time, if any: 90 min.

Average Attendance:

1. **Promotion of Event:** Speaker will provide promotional material for the Promoter. **Promoter agrees to use all the material to promote the event** both to it’s members and to the general public for a period of at least 60 days prior to the Event, through announcements, mailings, Promoter’s newsletters, news releases, radio and television and other appropriate outlets as available. Promoter agrees not to edit the material without permission and approval of E. Alan Cowgill. Speaker agrees to make himself available for exposure on radio interviews as arranged by Promoter. Promoter agrees to forward a copy of any published news releases, letters, newsletters, announcements, etc. to Speaker for confirmation of any promotions done 30 days prior to Event. Speaker will be provided a copy of all promotional materials and final printing for Speaker’s verification and archives.
2. **Speaker Guarantees:** Speaker agrees to accept return of saleable undamaged product up to thirty (30) days following the sale. Shipping is to be borne by shipper. No CODs will be accepted.
3. **Meeting Room Set-Up and Announcements:** The Promoter will provide and pay for a meeting room and shall include the following in good operating condition:

 X 2-6’ tables at front X 2-6’tables at rear X Credit Card capability and processing

 X Wireless Lavaliere microphone (\*Do not touch the Mic for 15 minutes after Speaker has come off stage)

 X A projection screen X A working P.A. system

The room will be set up Theater style for a 90-minute presentation and Classroom style for day long events. The room will be set up with a 36-inch minimum aisle in the center and on at least one side. If Promoter wishes classroom style, this is permissible. Tablecloths and skirting on the tables are preferred but not required. The room temperature should be set at 70 degrees at least one hour prior to event.

1. **Availability of Speaker Product:** The Speaker will pay for production and shipment of his own products to sell at the event and will make every attempt to have sufficient products available at the Event to fill any orders taken at the Event.
2. **Products for Sale at Event:** The Speaker will be selling the following products at the Event, at the prices specified herein:

Product Title Description Price Price for event

Basic Friends, Family $697.00 $497.00

Premium System Acquire Private $ $997.00 $797.00

Premium & Wealth Management Systems Acquire Private $ $2,389.00 $ 1,497.00

The Promoter further agrees to have no other products for sale at this meeting (except convention events or upcoming conferences or seminars sponsored by Promoter. Finally, Promoter agrees not to audio or video tape-record the presentation. Speaker does not agree to have Speaker’s materials placed in any lending library of any kind, type, or nature at any time, now or in the future.

1. **Assistance by Promoter:** Promoter will assist Speaker with:

Collecting money; Room count, Inventory of product; Preventing theft, Processing sales invoices; Repackaging any unsold product and shipping back if necessary. Speaker will provide return labels for packages.

1. **Collection of Payments:** **All payments will be collected and processed by the Promoter for Their Nightly Meeting. All payments will be collected and processed by the Speaker for the All Day Saturday Workshop.** Check and/or credit card payments that are uncollectable thirty (30) days after the event will be sent to the other party, who shall have an additional thirty (30) days to attempt collection on the debt. If collection is unsuccessful, Speaker/Promoter will remit his portion of the loss to the Speaker/Promoter within seven (7) days.
2. **Attendee Name and Addresses:**  Speaker is entitled to hand out sales material to support the sale or promotion of this product. Speaker will be entitled to the names and addresses of all persons who purchase any of the Speaker’s products. Speaker will not be entitled to the name or address of any other person and will not make any attempt to collect or solicit names and addresses of other attendees.
3. **Division and Payment of Proceeds:** The profit from sales, including back orders, made by Speaker will be divided as follows:

Promoter shall deduct and credit to Speaker’s portion the first $1,000.00 (One Thousand Dollars) of Sales for travel expenses with the remainder to be divided as follows. It is agreed that Sales shall be the gross sales less returns, credit card fees and sales tax. Evening meetings and workshops shall be considered combined events. Sales to people from other groups or to people that the Speaker markets to shall not be included in the splits but attendance will count in favor of the group.

 Nightly REIA Meeting (Weeknight) All Day REIA Meeting (Saturday)

Attendance at meeting Group % Speaker % Attendance at meeting Group % Speaker %

80 + 50 50 40 + 50 50

70 to 79 40 60 30 to 39 40 60

60 to 69 30 70 20 to 29 30 70

50 to 59 20 80 15 to 19 20 80

Under 50 None 100 Under 15 None 100

Attendance, for the purpose of determining payment percentages, will be determined by a count of the seated attendees when the Speaker starts his presentation. Speaker will count the room and a representative of the Promoter will also count the room. Any difference will be worked out by the parties in a fair manner. Other Speakers and Promoter’s staff and assistants shall not be included in the count.

Settlement of any monies due to the Speaker shall be made at the end of the Event in a private and confidential manner. Should it be impossible to settle at the end of the meeting, it is understood and agreed that Speaker’s share shall be paid in **30 days** after the Event unless otherwise agreed within 48 hours prior to the Event. Should payment be made later than 30 days it is understood that the **Speaker shall be paid 5% late fee on any unpaid balance for each month or part thereof that any balance remains unpaid as liquidated damages.** Any settlement after the event shall be accompanied by a reconciliation sheet showing purchaser’s name, product purchased, purchase amount, and final calculations. If the Promoter gives the Speaker any check which is deemed by the bank as uncollectible for any reason, then upon notice by phone, fax, email or U.S. mail, the Promoter shall overnight a cashier’s check for the full amount due Speaker together with a $50.00 uncollectible check fee and the 5% per month or any part thereof liquidated damages fee.

1. **Factors Affecting Division and Payment of Proceeds:** Speaker start time is critical. The Speaker has a predetermined amount of time that is needed to give his presentation and to make a sales presentation. The amount of time is noted in Paragraph 1. For every 15 minutes or fraction thereof, that the Speaker is delayed in starting his presentation, the Speaker’s initial amount of sales, before the split, shall increase by $500.00. For example, if the Speaker start time is 7:30 and the Speaker actually gets on at 7:50, the Speaker will get the first $2000.00 of sales and the balance will be split based on attendance. Provision of items named in Paragraph 4 is critical to Speaker’s successful presentation. Therefore, any missing or non-working item shall result in the increase of $500.00 in the Speaker’s initial amount of sales, before the split, for each item missing or not working.
2. **Product Returns:** Any product returns from unsatisfied purchasers will be sent to the Speaker. Purchaser must contact the speaker to obtain shipping and handling instructions. Speaker will promptly notify promoter of the return. If a refund is due according to any guarantees given by Speaker (see Paragraph 3), Speaker and Promoter shall remit their respective portions of the refund within seven (7) days of receipt of all materials comprising the product. No refund shall be due without return of a full set of saleable product to Speaker. Shipping cost will be borne by Shipper. No CODs will be accepted. If Speaker has already been paid by Promoter, then no refund will be paid to purchaser until Speaker receives payment of the Promoter’s portion of the sale. If Promoter is to handle the refunds, then upon receipt of undamaged, saleable product by Speaker, Speaker will send Speaker’s commission to Promoter for refund to the buyer. Without the complete return to the Speaker of saleable product, the entire commission is still due to Speaker from the Promoter.
3. **Authorization of Agent for Promoter:** Any negotiations or discussion regarding this and/or future speaking engagements between Speaker and Promoter must be handled exclusively by Jake Hart, unless otherwise authorized in writing by said person.
4. **Promotion of Promoter:** Speaker shall involve Promoter several times during his presentation and encourage those in attendance to actively participate in and become involved with the Promoter and encourage them to network with other members.
5. **Percentage of Presentation Devoted to Sales:** It is understood between the parties that the Promoter is primarily engaged in an education activities, and though sale of products is encouraged, Speaker shall devote approximately 90% of his presentation to teaching and approximately 10% to selling.
6. **Exclusion Period for Speaker’s Product:** Promoter agrees that the purpose of Speaker’s presentation is to sell valuable educational material for use in the private library of the attendee. Therefore, any of Speaker’s products acquired by the Promoter whether at this Event or through any other means will not be included in any lending library. Agent for the Promoter is the person responsible for Promoter’s compliance with this provision now and during the continuing period. The promoter agrees to make no mention of or promote any lending library and that if Speaker’s product is in their library currently or later purchased, that said product will be taken our and kept out of the library.
7. **Legal fees:** If either party needs to retain an attorney to protect any of its rights under this Agreement, the party whose breach necessitated such action shall pay attorney’s fees of 15% of the amount of the claim plus all costs incurred as a result, including costs associated with filing and pursuing such a law suit. If binding arbitration is available, both parties herewith agree to same before involving attorneys.
8. **Termination of Agreement:** Should Promoter determine prior to 30 days before the event that Promoter wishes to cancel the event, Speaker will have incurred a loss as the date or dates could have been used to book other events, rendering these dates as non-income producing because sufficient time will not exist to promote any other event(s) during these date(s). Therefore, Promoter agrees that a termination fee of $1000.00 shall be paid to Speaker immediately upon notification of cancellation. Should Promoter cancel any time less than 30 days prior to the event, Speaker may incur other costs such as airfares. Therefore, Promoter agrees any such cancellation shall incur a $2000.00 termination fee as liquidated damages payable to the Speaker immediately upon notification to Speaker of such cancellation.
9. **Confidentiality:** This entire Agreement is confidential, and the parties are bound herein not to discuss this Agreement with any other person without the express approval of each other.
10. **Force majeure:** Neither Promoter or Speaker shall be in default of the terms of this Agreement because either party delays performance or fails to perform such terms; provided such delay or failure is not the result of either party’s intentional or negligent acts of omissions, but the result of causes beyond the reasonable control of such party. For example, if a flight is delayed or canceled, this is beyond the Speaker’s control or if the power goes out during the Event, this is beyond the control of the Promoter.
11. **Sole Contract:** This writing contains the full essence of the Agreement between the parties hereto, and there are no other representations or understatings, either verbal or written, between the two parties.
12. **Binding Agreement:** This Agreement shall be binding upon, and insure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and/or assigns. This includes that the appropriate terms of this Agreement should be made known to such people as the Promoter’s Newsletter Editor, the Publicity Chairman and the Meeting Leader (the person conducting the evening meeting).
13. **Jurisdiction:** This Agreement shall be governed by the laws of the State of Ohio.
14. **Additional Provisions:** None.

**IN WITNESS WHEREOF,** we have hereunto set our hands and seals on the day and year written below.

**As to Promoter:**

Sign

Name: (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_

Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**As to Speaker:**

Sign

Name: (Print) E. Alan Cowgill Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Speaker

Contact Address: 4883 Security Dr. City: Springfield State: Ohio Zip: 45503

Phone: 937-390-0816 Fax: 937-399-5691 Cell:

**The contact information for E. Alan Cowgill is:**

Jake Hart

4883 Security Drive, Springfield, OH 45503

Phone: 937-390-0816 Fax: 937-399-5691 Email: mkt@acowgill.com