

## **IMPORTANT**

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE HUMANE SOCIETY OF THE UNITED STATES ("THE HSUS"). PLEASE CAREFULLY READ THE TERMS AND CONDITIONS CONTAINED IN THIS EVENT SPEAKER AGREEMENT, AS THEY GOVERN THE RELATIONSHIP BETWEEN YOU AND THE HSUS.**

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### **Animal Care Expo 2023 Event Speaker Agreement**

ANIMAL CARE EXPO 2023  
APRIL 3-6, 2023

Ernest N. Morial Convention Center/Hilton New Orleans Riverside  
New Orleans, Louisiana

Thank you for agreeing to present a session at the Humane Society of the United States' Animal Care Expo 2023, to be held from April 3-6, 2023 at the Ernest N. Morial Convention Center/Hilton New Orleans Riverside in New Orleans, LA ("Animal Care Expo" or the "Conference"). In order to confirm you as a speaker for the Conference, you must agree to the terms and conditions contained in this Event Speaker Agreement (the "Agreement"). This Agreement, dated as of the date of the last signature below (the "Effective Date"), is entered into by and between the Humane Society of the United States ("HSUS"), a Delaware nonstock corporation having its principal place of business at 125 23<sup>rd</sup> St NW, Ste. 450, Washington DC, 20037, and the person agreeing to this Agreement ("you" or the "Speaker"), together with HSUS, the "Parties" and each a "Party".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby agree as follows:

#### **1. Speaker Responsibilities:**

- (a) You will prepare a presentation (as defined in § 2 below) (the "Presentation"), on the subject matter mutually agreed upon by you and the HSUS. For purposes of this Agreement, the term "Presentation" shall mean your presentation and any summary thereof and includes, without limitation, your spoken words and performance; any accompanying written, digital, or electronic presentations or visual aids; and any accompanying written, digital, or electronic handout materials.
- (b) You will comply with all Conference-related deadlines provided by the HSUS including, without limitation, those for Conference registration and provision of the Presentation (including all handouts and related materials) to the HSUS.
- (c) You will present the Presentation in person during the Conference dates of April 3-6, 2023.

You understand and agree that if any of your responsibilities, as set forth in this Agreement, are not fulfilled, in addition to any other remedies that may be available, the HSUS may also decline to offer you an invitation to future HSUS programs, at its sole discretion.

2. **Presentation Requirements:** You agree:
  - (a) To provide a presentation and handout materials for distribution to Conference attendees.
  - (b) That the Presentation will conform with any technical specifications provided by the HSUS.
  - (c) That the Presentation will be educational in nature and will not promote, advertise, or sell any products or services.
  - (d) Not to use the name, logos or other trademarks of the HSUS or any of its affiliates in the Presentation or in any other related channels unless expressly authorized by the HSUS or its affiliate(s), as applicable, in writing. Requests for use should be directed to Darci Adams at [dadams@humanesociety.org](mailto:dadams@humanesociety.org) and must be received at least thirty (30) days prior to the first date of the Conference.
  - (e) That the Presentation will not contain any unlicensed third-party materials (including, without limitation, music, images, video clips, and excerpts of publications). You understand and agree that you are solely responsible for obtaining all necessary permissions and/or licenses from any and all individuals and/or organizations whose materials are included in the Presentation (the "Third-Party Content"). You agree to provide the HSUS with any applicable licenses or permission agreements for the use of such Third-Party Content upon request.
  - (f) That your presentation will comply with additional requirements, including length and compatibility with provided technical equipment, as described in the invitation email you received before this Agreement was executed.
3. **Conference Registration and Travel:** The HSUS will provide you with complimentary full-conference registration, including a Learning Lab. You understand and agree that you will be responsible for any other costs and expenses associated with your preparation or delivery of the Presentation and/or your attendance at the Conference unless otherwise agreed to in writing with HSUS prior to the Conference.
4. **Relationship with the HSUS:** You acknowledge and agree that you are an independent contractor and not an employee, servant, agent, partner, or joint-venturer of the HSUS or any of its affiliates at any time contemplated by this Agreement. Accordingly, you shall not, directly or by implication, (a) represent your opinions to be that of the HSUS or any of its affiliates, or (b) state or suggest in the Presentation or otherwise that you have the authority to speak on behalf of the HSUS or any of its affiliates.
5. **Representations & Warranties; Third-Party Content:** You hereby represent and warrant as follows:
  - (a) The Presentation is your own original work;
  - (b) To the best of your knowledge, none of the material contained in the Presentation violates or infringes upon the proprietary or other rights of any person or entity, constitutes an invasion of anyone's privacy or publicity, or is unlawful or factually inaccurate;

- (c) You will not libel, slander, or defame anyone, including but not limited to the Humane Society of the United States and/or its affiliates or any sponsor, exhibitor, or speaker taking part in the Conference, in giving the Presentation; and
- (d) If the Presentation contains any Third-Party Content, you have obtained all rights, licenses, and/or permissions necessary to incorporate such Third-Party Content into the Presentation and to grant all rights and licenses under this Agreement.

**6. Liability; Indemnification:**

- (a) You understand and agree that the HSUS shall not be liable for your acts, omissions, statements, or commitments, nor shall the HSUS be liable for any injury or loss you may suffer in your performance of this Agreement.
- (b) You agree to defend, indemnify and hold harmless the HSUS, its affiliates, and each of their respective officers, directors, employees, volunteers, and agents from any and all claims, causes of action, demands, losses, liability, injuries, damages, or expenses (including court costs and attorneys' fees) arising in any way from or related to (i) your breach or alleged breach of any representation or warranty made in this Agreement; or (ii) your conduct in connection with your performance of services under this Agreement. In the event the HSUS invokes its right to such indemnification, you agree that the HSUS shall have sole decision-making authority over choice of legal counsel.

**7. License & Release:**

- (a) As part of its continuing education efforts, HSUS may livestream and/or record Animal Care Expo presentations and make those audio and video recordings and/or edited transcriptions thereof, as well as any submitted materials, available to the public through its websites and other platforms.
- (b) You grant the HSUS the right to livestream, record, audiotape, videotape, film, and/or photograph the Presentation, including images of you and recordings of your voice, all of which will be owned solely by the HSUS (collectively, the "Recordings"). You also grant the HSUS, its affiliates, and their respective successors and assigns (hereinafter "Licensees") an irrevocable, royalty-free, non-exclusive license to use, display, exhibit, publish, distribute, reproduce, modify, alter, stream live, stream on-demand, offer for download, sell, create derivative works from, and otherwise exploit all or portions of the Presentation and the Recordings in any and all media, throughout the world in perpetuity provided that the HSUS shall not materially alter the substantive content of the Presentation or Recording without your prior consent. Without limiting the HSUS's rights in the preceding sentence and for the avoidance of doubt, the HSUS may edit the Presentation and/or the Recording without notice to or consent from you (i) to make editorial corrections of mistakes or errors, (ii) to insert logos, banners and/or Conference sponsor information, (iii) to link the Presentation and/or Recording with other Conference materials, or (iv) for time. You agree that you will not make any separate recordings of the Presentation as delivered at the Conference.
- (c) You grant the Licensees the right to use your name, photograph, likeness, image, voice, and biographical information in connection with the promotion and distribution of the Presentation, the Recordings, and the Conference, and the preparation of Conference materials. You agree that Licensees have no obligation to notify you prior

to any such use or compensate you for such use. Speaker shall provide HSUS an approved biography of no more than 200 words and likeness of Speaker in .jpg format for HSUS's use within 21 days of signing this Agreement.

8. **Term, Termination and Cancellation:**

- (a) The term of this Agreement will commence on the Effective Date and continue until completion of the Presentation or cancellation of the Conference("Term"). unless sooner terminated in accordance with the provisions of Section 8(b).
- (b) You acknowledge that the HSUS reserves the right to change or cancel any presentation or the Conference at its discretion at any time and for any reason. The HSUS also reserves the right to terminate this Agreement and replace you as a speaker at any time and for any reason, including but not limited to your noncompliance with all Conference-related deadlines or other requirements set forth herein or your actions or statements that are, in HSUS's sole discretion, of a derogatory nature toward HSUS, or which may tend to injure the success or reputation of HSUS, HSUS's mission, or the Conference. Such cancellation or termination shall be effective immediately upon written notice to you or, where applicable, your legal representative. In the event of any such change, cancellation, termination or replacement, the HSUS will not be liable for any expenses, costs, or damages incurred by you.
- (c) You agree to use your best efforts to give the Presentation as scheduled. Should unforeseen circumstances prevent you from giving your Presentation as scheduled, you agree to provide the HSUS with written notice of cancellation at least thirty (30) days prior to the date of your Presentation or, if the cancellation is due to an emergency, as soon as possible upon learning of such emergency.

9. **Assignment:** You acknowledge that this is a personal services agreement and that you shall have no right to assign, transfer, delegate, or subcontract any of your rights or obligations under this Agreement without the prior written consent of HSUS. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve you of any of your obligations hereunder.

10. **Notice:** Each Party shall deliver all communications in writing by email. If to HSUS, the notice should be directed to Darci Adams at [dadams@humanesociety.org](mailto:dadams@humanesociety.org) . If to the Speaker, the notice should be sent to the email address below.

11. **Survival:** The rights and obligations of the Parties set forth in Section 4, 5, 6, 7, 8, and 9 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12. **Entire Agreement:** This Agreement represents the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, related in any way to the subject matter hereof. The Parties may not amend this Agreement except by written instrument signed by both Parties.

**ACCEPTED AND AGREED:**

**“Speaker”**

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Speaker Signature

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Print Name

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Email Address

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Date

**“HSUS”**

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HSUS Representative Signature

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Print Name

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Date