



**TEXAS WOMAN'S  
UNIVERSITY**

**Guest Lecturer Agreement**

This Agreement is entered into by and between Texas Woman's University for and on behalf of \_\_\_\_\_ ("TWU"), and \_\_\_\_\_ ("Guest Lecturer"). TWU and Guest Lecturer shall be collectively referred to hereinafter as the "Party" or "Parties."

**1) ENGAGEMENT:**

**Day/Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_  
**Location:** Texas Woman's University **Location:** \_\_\_\_\_  
**Topic/or Course Number:** \_\_\_\_\_  
**Faculty Member of Record:** \_\_\_\_\_

**2) OBLIGATIONS OF GUEST LECTURER:**

- a. Guest Lecturer will be present at the location of the engagement at least \_\_\_\_\_ minutes in advance to complete technical arrangements and set-ups.
- b. If Guest Lecturer arrives at the location of engagement or performs under the influence of intoxicating beverages, narcotics or drugs, TWU may cancel this Agreement with no liability on the part of TWU.
- c. Guest Lecturer warrants that Guest Lecturer will not commit any slander or incite the listeners to an imminent threat of riot, civil disorder, or other illegal act.
- d. Guest Lecturer shall indemnify, defend, and hold harmless TWU and its trustees, officers, faculty, students, employees, agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether the action has any factual basis) concerning any product, process, or service that is made, used, or sold pursuant to any right or license granted under this Agreement. However, indemnification does not apply to any liability, damage, loss, or expense to the extent directly attributable to the gross negligence or intentional misconduct of the Indemnitees. TWU reserves the right to settle any claim, proceeding, or suit at any time.
- e. Guest Lecturer agrees to abide by all TWU, local and state regulations, laws, ordinances and policies, which may be applicable in the performance of meeting the conditions specified in the Agreement.

- f. It is understood and agreed that Guest Lecturer will not solicit funds or contributions either directly or through the sale of materials unless prior written permission is obtained from TWU ten (10) days prior to performance and a solicitation permit is approved.
- g. It is specifically agreed that Guest Lecturer, in fulfilling the terms and conditions of this Agreement, is acting as an independent contractor and not as an agent or employee of TWU.
- h. Guest Lecturer will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Guest Lecturer's sole expense, all insurance required by the laws of the State of Texas.

### 3) OBLIGATIONS OF UNIVERSITY:

- a) TWU will provide the facility and security, if necessary, for the engagement. Additional facilities and equipment may be provided as needed.

TWU may provide a photographer, and all negatives and prints will remain the property of TWU with the condition that they will not be used for commercial gain or any other purpose other than TWU promotional materials. Optional: Upon request, TWU shall provide Guest Lecturer a digital copy at no cost to Guest Lecturer for their own personal use.

- b) TWU may video record the lecture. If the lecture is video recorded, all recordings shall remain the property of TWU with the condition that it will not be used for commercial gain or used by anyone other than TWU. TWU will provide the Guest Lecturer with a copy of the recording at the Guest Lecturer's request.
- c) TWU is hereby relieved of any liability if unable to meet the responsibilities of the Agreement because of any natural phenomenon, riots, epidemics, strikes, any act or order of public authority, or any other cause similar or dissimilar beyond the control of TWU. Furthermore, if such acts or conditions occur, TWU is not liable for any damage which Guest Lecturer, his/her employees, or representative might suffer.
- d) TWU or Guest Lecturer can terminate this Agreement in writing at any time with a ten (10) day notice. TWU shall only be liable for payment of services and expenses incurred prior to termination.

### 4) COMPENSATION:

- a) The total amount to be paid to Guest Lecturer under this Agreement shall not exceed: \$ \_\_\_\_\_ inclusive of all associated expenses including travel, food, and lodging.
- b) No deposits or advance payments can be made prior to the engagement due to restrictions on the expenditure of TWU funds. Payment shall be made in accordance with Texas Government Code Chapter 2251.

- c) Guest Lecturer agrees to submit to TWU a written invoice for payment before services are rendered or within ten (10) business days of completion of services.

**5) GENERAL PROVISIONS:**

- a) This Agreement shall be governed and interpreted under the laws of the State of Texas and venue in any action brought hereunder shall be in Denton County, Texas.
- b) All applicable laws, regulations, and TWU policies and procedures relative to conduct on TWU premises shall govern the services provided under this Agreement.
- c) Under Section 231.006 of the *Family Code*, Guest Lecturer certifies that the individual or business entity name in in this Agreement is not ineligible to receive payments under this Agreement and that this Agreement may be terminated and payment may be withheld if this certificate is inaccurate.
- d) Under Section 2155.004, *Government Code*, the Guest Lecturer certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- e) In the event of any dispute or contemplated suit pertaining to this Agreement, the Parties shall attempt to mediate the dispute as a precondition to the filing of any litigation. The Parties agree that the mediator shall be selected by TWU. Written agreements reached in mediation and signed by the Parties shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties shall share the mediator's fee and any filing fees equally, and the mediation, reduced to writing, shall be held in Denton, Denton County, Texas. Nothing herein shall be construed as tolling or altering any applicable limitation period for the filing of suit in any court of competent jurisdiction.
- f) This Agreement and any written modifications of it constitute the sole agreement of the Parties. Any oral agreements or understandings in conflict with this Agreement shall be void.
- g) Any and all modifications of this Agreement shall be in writing hereon or attached hereto and signed or initialed by all Parties.
- h) The representative for TWU, in signing this Agreement, signed in a representative capacity and does not assume any personal liability for meeting the terms of the Agreement.
- i) The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without written consent of the other Party, except as expressly allowed by this Agreement.
- j) No regent, officer, director, employee, administrator and representative of TWU shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

- k) Guest Lecturer represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and TWU against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Guest Lecturer will pay any damages attributable to such claim that are awarded against the State of Texas and/or TWU in a judgment or settlement.

The person signing below on behalf of TWU and the Guest Lecturer warrants that he/she has the authority to execute this Agreement according to its terms.

**TEXAS WOMAN’S UNIVERSITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**GUEST LECTURER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_