

ASTA's 59th Vegetable & Flower Seed Conference:

Speaker Agreement

The terms, conditions, and deadlines contained in this form confirm the relationship and responsibilities between the conference speaker and the American Seed Trade Association.

BY REVIEWING AND FILLING OUT THE BOX BELOW, THE SPEAKER ("SPEAKER") AGREES TO BE BOUND BY THE TERMS AND CONDITIONS LISTED IN THIS AGREEMENT FORM

- 1. ASTA Responsibilities: in exchange for Speaker's participation, ASTA agrees to the following:**
 - a. Provide the appropriate block of time for the education session.
 - b. Provide a properly set room with chairs, tables and equipment as necessary.
 - c. Provide reasonably necessary audio-visual equipment for the session. ASTA reserves the right to suggest alternative AV equipment if requests for equipment are beyond budget capabilities.
 - d. Make session handouts provided by Speaker available to conference attendees, in electronic, PDF format. **PLEASE NOTE:** *All handout materials will be made available online only for attendees to download.*
 - e. Provide Speaker with feedback received from session attendees upon request.
- 2. Speaker agrees to meet the following deadlines:**
 - a. October 31, 2019:
 - i. Send or upload biography, brief session description and headshot to the conference website via the Speaker Console.
 - ii. Return the Speaker RSVP form for travel and audio visual specifications.
 - iii. Return the Presentation Release Form for inclusion in ASTA's online conference proceedings.
 - b. January 31, 2020: Send final presentation to ASTA for use in the session room.
- 3. Speaker agrees to the following responsibilities, terms, and conditions**
 - a. Participate in a pre-planning conference call for your session with fellow presenters, ASTA staff, and session moderator to coordinate session content and agree upon questions that should be asked of you or cannot be asked of you.
 - b. Arrive on time and prepared to speak on the accepted session topic at the specified date, time, and place.
 - c. Present the session in a clear, competent, and professional manner that is consistent with any obligations or restrictions imposed by applicable legal requirements including copyright laws, corporate policies, and the terms and conditions contained in this *Speaker Agreement*.
 - d. Speaker will comply with all deadlines and directions of ASTA .
 - e. Provide educational information only. Sessions at ASTA's 59th Vegetable & Flower Seed Conference are strictly educational in nature and are not intended as an opportunity for presenters to offer their services or sell products. Presentations may not include blatant commercial promotion for Speaker's company or any services Speaker or Speaker's company may provide.

- f. Speaker represents and warrants that none of the material to be presented infringes anyone else's copyright or right of privacy and the Speaker will not defame or slander any other person or organization.
- g. The views expressed by Speaker in ASTA's 59th Vegetable & Flower Seed Conference are those of the speaker and not the views of ASTA.
- h. Nothing herein gives Speaker any right to use or reproduce any ASTA intellectual property or proprietary rights without the prior written consent of ASTA. However, Speaker may name and reference "ASTA," the ASTA logo, and/or the names of the various programs of ASTA solely as part of or in reference to speaker's presentation.
- i. If ASTA is forced to cancel the 59th Vegetable & Flower Seed Conference due to unforeseen and/or unavoidable circumstances, such as natural disasters or government activity, or if Speaker is unable to participate as planned, such a cancellation is deemed as beyond the association's control and any expenses incurred in preparation for this session, in such a case, are not reimbursable.
- j. ASTA reserves the right to cancel any conference session at any time prior to its presentation for any reason, including, but not limited to:
 - i. Unforeseen circumstances, such as natural disasters or government activity.
 - ii. If Speaker makes any statement or engages in any conduct that adversely affects or may adversely affect the goodwill, reputation, or public recognition associated or identified with ASTA or any of its affiliates.
 - iii. If the logistics of the session are such that it cannot be implemented as conceived.
 - iv. If not all speakers planned for a multi-speaker session are willing or able to participate.
 - v. If, at any time prior to the presentation, ASTA finds that a conflict of interest exists which may or could jeopardize the integrity of the session.
- k. If ASTA cancels the session, regardless of the reason, this agreement will terminate and Speaker agrees that ASTA shall not be liable to the speaker for any costs, expenses, or damages claimed as a result of such cancellation.
- l. If Speaker is unable to the terms, conditions, and deadlines set out in this agreement, please immediately notify Jennifer Crouse, Director of Meetings & Services, at jcrouse@betterseed.org or (703) 837-8140. **ASTA must be consulted in advance of confirming any replacement speakers, who MUST be approved by ASTA and will also be expected to agree to the terms, conditions, and deadlines in this agreement.**

Agreed as outlined:

Print Name

Signature

Date