

New Speaker Application

Speaker Name: _____

Address: _____

Phone: _____

Speaking Fees (AEI works on a 30% commission on all speaker fees): _____

Location Speaker Will Travel From: _____

Speaker Topics: _____

Please list two (2) categories that you would like to be listed under at no extra charge: _____

Please submit the above form with your signed **contract**, **check** and a **biography and high-resolution photo** of yourself to:

AEI Speakers Bureau
ATTN: Jennifer Orell
214 Lincoln Street Suite 113
Allston, MA 02134

Speaker Listing Agreement

This Agreement (“Agreement”) entered into on the date below by and between American Entertainment International, Inc. (“AEI”) and _____ (“Speaker”).

WHEREAS, AEI is a full-service speakers bureau that specializes in organizing professional speaking engagements, podium events, and entertainment for various corporate, state, federal, civic, and academic groups on a local and international level; and

WHEREAS, Speaker wishes to be listed by AEI on its website and/or other materials indicating that Speaker is available for speaking engagements.

THEREFORE, the parties agree as follows:

1. Services. Subject to the termination rights of the parties, AEI agrees to provide a Listing for Speaker on AEI’s website (<http://www.aeismpeakers.com/>) under the heading “Featured Speakers” for the period of one year. In addition, Speaker’s listing shall also be included as a “Featured Speaker” on the www.aeismpeakers.com for up to one (1) week. A Listing consists of a posting containing Speakers biographical information (including Speaker’s major credits and a brief history of his/her career), topic(s) on which Speaker presents, and similar information. A Listing does not include any video clip of Speaker. AEI shall also provide Listing in two (2) separate categories (to be determined by AEI and Speaker) on AEI’s affiliated website, www.selectaspeaker.com. The websites www.aeismpeakers.com and www.selectaspeaker.com, as well as any other website operated by AEI shall be referred to as the “Websites.” Speaker authorizes AEI to publicize and make known the availability of Speakers services through AEI and Speaker agrees to provide AEI with the appropriate background material (*e.g.*, biographical information, lecture subjects, photographs, etc.) which must be accurate and continually updated with accurate information. AEI has the sole discretion on who to promote on its Websites and whether to accept Speakers application for appearance on the Websites.

2. Fees to AEI.

(a) Non-Refundable Set Up Fee. Speaker shall pay AEI a non-refundable set up fee (“Set Up Fee”) of \$149.95, which AEI shall use to prepare and publish the listing.

(b) Enhanced Listing Fee. Should Speaker wish to add a video clip of Speaker to the Listing, Speaker shall pay AEI a payment of \$149.95 (the “Enhanced Listing Fee”). Speaker shall also provide AEI with a hard copy of an appropriate video clip on DVD, VHS, or video CD. Speaker shall pay AEI an additional payment of \$149.95 for each time Speaker

wishes to change the video clip associated with the Enhanced Listing. The Enhanced Listing will only appear on www.selectaspeaker.com.

(c) Maintenance Fee. Speaker shall pay AEI a maintenance fee of \$599.40 per year, the full amount of which is due on or before the date upon which this Agreement is entered into (and the anniversary date thereafter).

3. Duration of Agreement.

(a) This Agreement shall commence on the date of execution and shall continue for a period of one year, subject to AEI's right to cancel pursuant to Section 3(b). At the end of the first year, this Agreement shall automatically renew for additional one year periods, unless Speaker notifies AEI in writing of its desire to cancel this Agreement, at least thirty (30) days prior to the date upon which this Agreement would renew.

(b) AEI may cancel this Agreement at any time with or without notice by providing written notice to Speaker. If AEI cancels this Agreement, AEI shall refund to Speaker the pro-rata share of the Maintenance Fee for the remainder of year in which AEI canceled the Agreement (rounded to the nearest month) and Speaker shall not be liable for any payment after such cancellation. For instance, if AEI cancels an agreement entered into originally on January 1, on June 30, then AEI shall refund to Speaker 50% of the Maintenance Fee paid for that year (*i.e.*, \$299.70). Neither the Set Up Fee nor the Enhanced Listing Fee is refundable, regardless of when the Agreement is cancelled.

4. Relationship. If Speaker is engaged to provide services for a client through AEI, Speaker shall pay AEI a commission on the amount of 30% of the gross fee. Any such engagement shall be subject to a separate agreement between Speaker and AEI outlining the specific terms of such engagement. Speaker agrees and acknowledges that Speaker is not an employee of AEI, and nothing in this Agreement or any subsequent agreement to provide services shall be construed as a contract of employment. Speaker is not an agent of AEI and does not have the authority to bind AEI in any way.

5. No Guarantee. AEI makes no representation that Speaker shall be hired by any client at any time and AEI does not guarantee that AEI will generate bookings for Speaker through any action, including without limitation posting the Listing and/or Enhanced Listing. Other than the Listing (and Enhanced Listing, if applicable), AEI does not guarantee that it will publish or promote Speaker in any way.

6. Content Submitted By Speaker. Speaker represents that all information provided to AEI will be accurate and truthful at all times. Speaker grants AEI and its affiliates a nonexclusive, royalty free, irrevocable, worldwide license to reproduce and distribute, with or without charge, copies of any materials submitted to AEI. Speaker

further grants AEI and its affiliates the absolute and irrevocable right and permission to use, reuse, publish and republish, and otherwise reproduce, modify, change or alter, and display the likeness(es) of me, with or without other persons, that are included in any photograph(s), video(s), artistic recording(s) or other representations that AEI has made or obtained, in any and all print, electronic, digital and other media now or hereafter known, for distribution, advertisement, publication, and promotion in connection with AEI's services including use on the Websites, publications, promotional materials, and on advertisements for the same, and on the Websites, or other websites that advertise, promote or offer AEI's services. Speaker waives any right that Speaker may have to inspect or approve any uses made of Speaker's likeness in accordance with this Agreement. Speaker authorizes AEI to duplicate glossy photographs, promotional literature and comment letters on his/her lecture program or performance, in connection with promoting Speaker and/or AEI.

7. Representation by Speaker. Speaker represents that he/she is not prohibited from entering into this Agreement by any contract or other duty owed to any third party.

8. Waiver. Speaker waives, releases, and discharges AEI and its affiliates from any and all claims and demand arising out of or in connection with the use of Speaker's likeness and information contained in the Listing (and Enhanced Listing, if applicable), including without limitation any and all claim for libel, defamation, invasion of privacy, publicity or personality or similar matter, all rights under common law, any state law and the Lanham Act, and any and all claims for royalties or compensation other than as may be expressly provided in this Agreement or any other written agreement between AEI and Speaker.

9. Indemnity. Speaker agrees to indemnify and hold AEI, its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of this Agreement, including without limitation any posting or other information submitted for the Listing (or if applicable, the Enhanced Listing).

10. Links. AEI may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AEI has no control over such sites and resources, Speaker acknowledges and agrees that AEI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible for or liable for any content, advertising, products, or other materials on or available from such sites or resources. Speaker may provide links to the Websites. Speaker shall not display or use, without prior express written permission, any of AEI's trademarks, logos, service marks, or like proprietary information.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by subsequent written agreement executed by Speaker and an authorized representative of AEI.

12. Choice of Law/Consent to Jurisdiction. This Agreement shall be construed under and governed in all respects by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. The parties agree that the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts shall have exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim for violation of this Agreement.

13. Assignment. AEI may assign this Agreement to any successor or affiliated company.

14. Notices. Notice under this Agreement shall be made by regular mail to the Speaker's address listed below his/her signature line, or to AEI as follows:

Mark Castel
AEI Speakers Bureau
214 Lincoln Street, Suite 113
Boston, MA 02134

Speaker agrees to provide AEI with an updated address, as necessary.

Agreed to and executed by:

SPEAKER

_____ Date: _____
Address:

AMERICAN ENTERTAINMENT INTERNATIONAL, INC.

By: _____ Date: _____
Mark Castel
President