

SMPS Pacific Regional Conference
SPEAKER CONTRACT
March 15-17, 2027 | Orange County, CA

This AGREEMENT is made between SMPS Pacific Regional Conference, Inc. and [speaker name] (“Speaker”), on this the 27th day of August 2026.

I. Engagement

The speaker, to the best of her/his ability, shall present the following session(s) at the SMPS Pacific Regional Conference (“SMPS PRC”) to be held on March 15-17, 2027 in Irvine, CA at the Hyatt Regency Irvine.

In addition to the terms noted in the Call for Speakers and agreed upon by applying to speak, Speaker and Co-Speakers agree to the following:

II. Term of Agreement

This Agreement shall continue in effect until:

- A. Completion of the session presentation(s) by Speaker provided; or
- B. Canceled by either party as set forth in this Agreement; however, in the event of cancellation pursuant to this Agreement, or upon death, disability, or other incapacity resulting in the inability of Speaker to present the session(s) required (“cancellation”), this Agreement may be terminated and all consideration due shall cease as of the date of cancellation.

III. Compensation

As consideration for services to be rendered by Speaker under this Agreement, SMPS PRC shall provide the Speaker:

- A. One (1) complimentary conference registration per session. Includes all conference meals, networking events and activities.
- B. SMPS PRC agrees to issue a single \$500 stipend per breakout session

- C. Meal activities outside of conference meals and the Tuesday workshops are not included in complementary conference registration.

IV. Performance

Speaker shall present the session(s) set forth in this Agreement and shall:

- A. Abide by the deliverable dates listed below:

Deliverable	Due
Speaker Contract	August 20, 2026
Conference Registration*	January 18, 2027
Session Hand-out	February 18, 2027
Session Slides/Presentation**	February 18, 2027

*to be sent under separate correspondence

**A conference app is available to upload all or a portion of your presentation, along with accompanying material. This is highly encouraged as part of the attendee experience.” The speaker has agency over what is uploaded.

- B. Promptly reply to all email correspondence from SMPS PRC.
- C. Not defame, slander or libel any person, firm or corporation.
- D. Promote your session and PRC on social media accounts.
- E. Present sessions according to [SMPS PRC Code of Ethics](#) and shall not denigrate SMPS PRC, its programs or representatives in any manner.
- F. Agree and state that all materials and content presented by Speaker do not infringe or violate any copyright, trademark, patent or intellectual property rights of any person or entity, nor do they promote or endorse any product, service, or device which may or is at the time of the program not approved by any governing agency.
- G. Not sell any particular product or service at any time during the session presentation(s).
- H. Speaker agrees to allow PRC to record portions their session and distribute the recording as they wish after the conference, without additional compensation.

I. All PRC hotel reservations need to be made by January 18, 2027 based on availability. Please note, hotel typically reaches capacity in early December.

If the speaker must cancel, we respectfully request that you notify the 2027 SMPS PRC Programs Co-Chairs (programs@smps-prc.org) in writing (time-stamped) a minimum of 30 days prior to the conference. This will allow us enough time to find another speaker to take your place.

Any deposits or fees processed and made out to the speaker in advance must be fully refunded back to SMPS PRC within 30 business days of cancellation date notification.

Act of God or legitimate emergency condition beyond the reasonable control of the speaker or SMPS PRC, however, it is agreed by both parties that best efforts will be made so that the program can be scheduled.

SMPS PRC reserves the right to modify the conference program schedule up to 30 days in advance of the event. This may include, but is not limited to, adjustments to the format, timeslot or date caused by external factors, such as health or safety concerns outside of the control of SMPS PRC.

V. Failure to Perform

In the event of failure or refusal of Speaker to perform Speaker's obligations under this Agreement (other than failure to perform for reasons beyond Speaker's control), all costs, charges and expenses SMPS PRC incurs shall be part of the damages to be paid by Speaker to SMPS PRC as a result of such failure or refusal to perform, including but not limited to attorneys' fees and expenses.

It is understood that this agreement is binding on both parties; it cannot be canceled within 30 days of the scheduled conference except as follows:

- A. If the speaker must cancel, we respectfully request that you notify the 2027 SMPS PRC Programs Co-Chairs (programs@smps-prc.org) in writing (time-stamped) a minimum of 30 days prior to the conference. This will allow us enough time to find another speaker to take your place.
- B. Any deposits or fees processed and made out to the speaker in advance must be fully refunded back to SMPS PRC within 30 business days of cancellation date notification.

- C. Act of God or legitimate emergency condition beyond the reasonable control of the speaker or SMPS PRC, however, it is agreed by both parties that best efforts will be made so that the program can be scheduled.
- D. SMPS PRC reserves the right to modify the conference program schedule up to 30 days in advance of the event. This may include, but is not limited to, adjustments to the format, timeslot or date caused by external factors, such as health or safety concerns outside of the control of SMPS PRC.

VI. Independent Contractor Relationship

Speaker is an independent contractor. Speaker is not an employee, servant, agent, partner or joint-venture of SMPS PRC at any time contemplated by this Agreement and shall not represent Speaker's opinions to be that of SMPS PRC. Speaker - at all times - shall state that Speaker's opinions are those of Speaker and NOT those of SMPS PRC and that if any media or other materials are used, they shall so reflect.

VII. Risk

Speaker shall present the sessions stated in this Agreement. Speaker shall indemnify and hold harmless SMPS PRC from any claim, demand, loss, liability, damage or expense arising in any way from the Speaker's performance of services.

VIII. Law and Venue

This Agreement shall be governed by and construed in accordance with California law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in Orange County, California.

IX. Cancellation

SMPS PRC reserves the right to cancel this Agreement and replace Speaker if the specified due dates for deliverables are missed. SMPS PRC reserves the right to cancel any session, change the length or size of any session, or change the place of any session at its discretion at any time. In the event of cancellation, SMPS PRC shall not be liable for any expenses, costs, or damages incurred by Speaker except for any expenses incurred and not recoverable. If Speaker desires to cancel, Speaker agrees to provide thirty (30) days written notice to SMPS PRC of cancellation prior to his/ her first scheduled session.

X. Speaker and Session Promotion

Speaker information will appear as provided in the speaker contract form in all conference marketing materials and the on-site conference brochure. Speaker agrees to promote their session on social media prior to the conference.

- Speaker 1 Name
- Speaker 1 Company
- Speaker 2 Name Required if multiple speakers.
- Speaker 2 Company Required if multiple speakers.
- Additional Speakers Please provide name and company for each additional speaker. Required if more than two speakers.
- Additional A/V Requests: Please any additional requests and number of lavalier microphones needed below.

XI. License for Content Archiving/Capturing

SMPS

Speaker grants to SMPS PRC a non-exclusive license to use Speaker's presentation and handout materials (collectively "Speaker Property") in any manner SMPS PRC deems appropriate including, but not limited to, the reproduction, distribution, and display on the internet of Speaker Property, with SMPS PRC retaining the proceeds derived from such distribution and use of Speaker Property.

Speaker also agrees to work directly with the company performing these services for SMPS PRC and follow all deadlines to provide PowerPoint presentations and handouts associated with the content for archiving.

Electronic Signature Agreement

Please sign and date below. Please return this agreement by August 28, 2026.

* Speaker Name

* Date