

# SERVICE CONTRACT

**I. The Parties.** This Service Contract (“Agreement”) made during the Registrant Application as an (“Effective Date”), is by and between:

**Service Provider:** Event Speaker (“Service Provider”),

AND

**Client:** Sisterhood Ministry (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on the date of registration and terminate upon the Service being completed by the Service Provider.

**III. The Service.** The Service Provider agrees to provide the following:

1) Speaker (person engaged to speak at Sisterhood Ministry Event) undertakes to prepare and deliver presentation at said Sisterhood Ministry Event under this Agreement.

2) Speaker undertakes to submit the content to Sisterhood Ministry for approval within the timeframe set out within the brief. Speaker accepts that time is of the essence in relation to the delivery of the content.

Hereinafter known as the “Service”.

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the following address

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In return Sisterhood Ministry agrees to engage with the Speaker to provide the said Event of Sisterhood Ministry with the following services:

1) Provide Speaker with such information as the Speaker may reasonably require to facilitate and punctually comply under this Agreement.

2) Sisterhood shall endeavor to respond to any queries professionally and timely.

**IV. Payment Amount.** The Client agrees to pay the Service Provider the following:

1. Speakers agree to voluntarily provide service without charge for the Services (“the Compensation”).
2. Sisterhood Ministry agrees to provide any “tax deductions” receipts of a business expense deducted for tax purposes for services provided with an invoice the Speaker provides when the Services are complete.
3. Invoices submitted by the Speaker are due within **30 days** of service completion.

**V. Retainer.** The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

**VI. Inspection of Services.** If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

**VII. Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, equipment, and any other items must be returned by the Service Provider.

**VIII. Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

**IX. Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client’s business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

**a) Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

**b) Injunction.** The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

**c) No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**X. Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**XI. The Speaker's Status.** Service Provider acknowledges that he/she/they are not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

**XII. Safety.** Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XIII. Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XIV. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

**XV. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVI. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Texas.

**XVII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## **XVIII. Additional Terms & Conditions.**

### **Promotion:**

Whilst Sisterhood Ministry endeavors to promote said Sisterhood Ministry Event and to maximize attendance, the nature of the Event means that Sisterhood cannot give any warranted that the intended participants or delegates can and will attend the Event, nor that the promotion and/or any publicity expected by the Speaker will be generated.

### **Expenses:**

Sisterhood Ministry will not reimburse any expenses incurred by the Speaker to provide services. Where applicable, lunch will be provided by Sisterhood Ministry at the appropriate venue and is not subject to the expenses provisions above. Providing Speaker gives Sisterhood Ministry advance notice, Sisterhood Ministry will cater to any special dietary needs.

### **Ownership of Intellectual Property:**

- a) An intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights to any patent, copyright, trademark, trade dress, industrial design, and trade name (the “Intellectual Property”) that is developed or produces under this Agreement, is not a “work made for hire” and will not be the sole property of Sisterhood Ministry. The Speaker’s use of the Intellectual Property will not be restricted unless specified before the date of the set Agreement or how it was provided to the Speaker.
- b) Speaker warrants that the content contains any third party intellectual property rights  
Speaker warrants that the Speaker has obtained from such third party the unrestricted, perpetual, worldwide permission for Sisterhood and its licensees to use such intellectual Property Rights in the content, for the purpose of the Event and per the licenses granted. All third-party Intellectual Property Rights shall be identified and acknowledged by Speaker in the Content.
- c) Speaker will indemnify and keep Sisterhood indemnified at all times against any and all actions and all actions, claims, proceedings, costs and damages, and all legal fees and other expenses reasonably incurred by Sisterhood or for which Sisterhood may become liable, with respect to or arising out of the content or said Speaker Presentation.

### **Publicity:**

Sisterhood will seek Speaker’s documented permission before using the Speaker’s trademarks and/or logos in any artwork or publicity material for the Event.

**XIX. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed.