



SOUTHWEST
TEXAS ★ COLLEGE

2401 Garner Field Road • Uvalde, TX 78801-6221
Main phone: (830) 278-4401 • Fax: (830) 591-4151
www.swtxc.edu

GUEST SPEAKER CONTRACT

NAME OF SPEAKER: _____

AGENT/AGENCY (if any): _____

ADDRESS: CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX: _____ E-Mail: _____

This Agreement is entered into between Southwest Texas College (“SWTX”) an institution of Higher Education and the Speaker named above.

1. SERVICES: The Speaker shall perform the services described below:

Guest Speaker Topic/Speech Title: _____

SWTX Contact Person: _____

Telephone: _____ FAX: _____ E-Mail: _____

Club/Organization or Department: _____ Event Date: _____

Location: _____ Start Time: _____ End Time: _____ (Time zone)

Event Length: _____ Q&A length: _____ (leave blank if no Q&A)

Speaker requires the following equipment /items for this Agreement:

2. **COMPENSATION:** SWTX will pay as a flat fee, inclusive of travel and all expenses, the amount of: _____

3. **TERMS OF PAYMENT:** Payment to the Speaker will be processed within 30 days of engagement. The speaker will be required to submit an invoice including receipts and/or mileage for travel expenses.

University check/electronic payment made payable to: _____

4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Speaker shall defend, indemnify, and hold harmless SWTX, its Board of Trustees, officers, agents, and/or employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Speaker hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from SWTX's sole negligence or willful misconduct.

5. **TERMINATION.** This contract may be terminated at no cost to either party upon 30 days advance written notice.

6. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.

7. **COMPLIANCE.** Contractor (Speaker), and any subcontractors to this contract regardless of tier, shall register and participate in a Status Verification System as defined in Title 25 O.S. § 1312 to verify the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.

8. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED.** It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

9. **RIGHT TO NAME AND PHOTOGRAPH:** The Contractor hereby grants to the College the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular

SWTX program or activity or in any instructional or information materials derived directly from and credited to the program or activity.

10. Compliance with Texas Senate Bill 17 (SB 17)

Speaker shall not:

Establish, promote, or implement diversity, equity, and inclusion (DEI) offices, programs, policies, or practices prohibited by Texas law, require, solicit, or evaluate any individual based on DEI statements or related affirmations, or advocate for or provide preferential treatment based on race, color, sex, ethnicity, gender identity, or sexual orientation.

Speaker may include academic, historical, or research-based discussion permitted under SB 17, consistent with institutional policy and applicable law. The speaker understands that the institution reserves the right to review presentation content for legal compliance and may require modification or removal of content that does not align with state law or institutional policy. This statement is not intended as legal advice. Questions regarding compliance will be resolved in accordance with institutional policy and guidance from legal counsel.

11. **OTHER.** The Speaker is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. The Agreement is the complete & exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the state of Texas. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Texas.

IN WITNESS WHEREOF, the undersigned have set their respective hands on the Date of Agreement recited above.

Southwest Texas College by:

Hector Gonzales, President or
Authorized Representative

SPEAKER

by: _____
Print Name:

Questions regarding the SWTX Guest Speaker Contract should be directed to:

Southwest Texas College
Lisa Ermis
Vice President of Finance
(830) 591-2935
ldermis@swtxc.edu