This is a sample agreement only to help you understand the general terms of the agreement. Speaker whose sessions are selected with be provided with a final agreement for signature.

APTA Private Practice Speaker Agreement
APTA Private Practice Annual Conference

This **Agreement** ("Agreement") documents the relationship between the APTA Private Practice, a section of the American Physical Therapy Association ("APTA Private Practice"), a Nevada not-for-profit corporation with headquarters at 1421 Prince Street Suite 300 Alexandria, Virginia 22314 and the "Speaker." The parties agree to the following terms and conditions:

1. The Speaker agrees to present at the 2027 APTA Private Practice Annual Conference:
   [insert session title]
   [insert session date & time]

2. Speaker agrees to comply with all APTA Private Practice Presentation-related deadlines provided to Speaker between the date of this Agreement and the presentation date. The definition of " Presentation" as used herein shall include, but not be limited to, handouts, slides/PowerPoint, graphs, charts, references, figures, illustrations, text, videos segments and photos that Speaker may provide in connection with the Presentation. Deadlines may include, but not be limited to, deadlines for providing: Presentation title, a description of the Presentation, the learning objectives of the Presentation, presenter's photograph, biography and references, media/multimedia handouts, PowerPoint, graphics, and/or computer generated elements of the Presentation. Speaker will also agree to register for the Conference and submit a handout for distribution to attendees by the deadlines set by APTA Private Practice.

3. Speaker will notify APTA Private Practice's Executive Director immediately in the event that an emergency will prevent the Speaker from meeting the obligations as Speaker.

4. Speaker will agree to register for the Conference by the deadlines set by APTA Private Practice.

5. Speaker acknowledges that the invitation to present is based on the participation of all individuals listed in the submission proposal. No additional speakers may be added to the session after the proposal has been accepted. In case of illness or emergency, speaker substitutions may be considered. Such requests must be made in writing and are subject to approval by APTA Private Practice, with the understanding that any substitute speakers may not receive compensation.

6. For the Presentation, and in consideration of the terms and conditions of this Agreement, APTA Private Practice shall compensate Speaker the following:

For a Pre-Conference Workshop or Breakout Session:

- □ ***Stipend:*** Each educational session will receive a flat stipend of $1,000, regardless of length. If multiple speakers are presenting, this stipend will be divided equally among all speakers and paid directly to each speaker. This stipend is intended to cover all expenses related to participation, including travel, lodging, and meals. No additional reimbursements will be provided.

- □ ***Conference Registration*** *(speakers may select one during registration)*:

  - □ Complimentary for the day of the Presentation, or

  - □ $900 for the full conference (speaker discounted rate).

7. APTA Private Practice and Speaker agree that there are no fees, payments and/or commissions due to any third-party relative to this Agreement, including but not limited to brokers or speaker's bureaus.

8. APTA Private Practice may capture the Presentation and use the content of the Presentation, in whole or part, for the benefit of its members.

9. The Speaker hereby grants to APTA Private Practice a royalty-free, irrevocable worldwide transferable license to use Speaker's name, likeness, photograph and biographical data in connection with the use, broadcast, publication, distribution and promotion of the Presentation.

10. The Speaker retains the copyright to anything the Speaker creates ("Speaker Materials"). The Speaker, as the copyright holder to the Speaker Materials, can use what the Speaker creates in any way the Speaker chooses. APTA Private Practice retains the copyright to anything APTA Private Practice creates. The Speaker hereby grants to APTA Private Practice a royalty-free, exclusive, irrevocable worldwide transferable license to capture, use, reproduce, distribute, publicly perform, transmit, digitally perform, publicly display, translate, stream on the internet, or post on its website. The Speaker agrees that APTA Private Practice is not responsible for unauthorized use of Speaker Materials by any 3rd party.

11. The Speaker represents and warrants that the Presentation and any other material submitted by the Speaker, are original works of authorship solely of the Speaker and if not, that the Speaker has accurately referenced any third party or has sufficient and full power from any third party owner to grant APTA Private Practice the rights and license set forth herein and that use as set forth in this Agreement will not infringe on the rights of any third party. Speaker agrees to indemnify, hold harmless and defend APTA Private Practice for any liability, claim, claim of infringement, cause of action, litigation, demand, order, judgment of any type or nature that arises from or relates to Speaker's breach or violation of the terms and conditions of this Paragraph 8.

12. The Speaker understands that he/she will not receive any royalties, honoraria, reimbursement of expenses (except to the extent approved as set forth herein), or other compensation from APTA Private Practice in connection with the Presentation and/or the rights and licenses granted herein.

13. During the Presentation, Speaker will not engage in any type of promotional marketing or selling of any product or service and will not disparage APTA Private Practice in any way. Speaker understands that he/she should disclose any relationship or financial benefit that could reasonably be viewed as creating a conflict of interest, or the appearance of a conflict of interest, that might bias the content of their presentation.

14. In the event of a breach of the aforementioned clause, potential consequences may encompass, yet are not restricted to, reduced involvement as a speaker at forthcoming APTA Private Practice Conferences and events, forfeiture of the speaker honorarium, and/or cancellation of the session. These penalties shall be determined by the Executive Director, with advisement from the Annual Conference Program Workgroup Chair, considering the severity of the violation and the frequency of such infractions by the speaker.

15. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, to exercise any option which is herein provided or to require at any time performance of any of the provisions hereof shall in no way be construed to be a waiver of such provision of this Agreement.

16. This Agreement is not intended to and does not create any form of joint enterprise, partnership, joint venture or any other business arrangement apart from the terms of this Agreement. Speaker acknowledges that he/she is an independent contractor, and that he/she is not acting as an agent of

APTA Private Practice.

17. This Agreement contains the entire agreement between the parties with respect to the subject matter contemplated herein, and it supersedes all prior oral or written commitments, understandings, or agreement with respect to the subject matter contemplated herein.

Required Checkbox Statements (these must be checked in order to continue)

- □ I understand that I am responsible for making my own transportation and hotel arrangements and will be reimbursed as outlined in this agreement (paragraphs 6).
- □ I understand that I must register for the conference but will receive a discounted rate or 1-day complimentary as outlined in this agreement.
- □ I understand that APTA Private Practice is recording and may capture the Presentation and use its content, in whole or in part, for the benefit of its members. By signing this agreement, I am giving permission to record and use the Presentation.
- □ I agree that I will not engage in any type of promotional marketing or selling of any product or service during the presentation and will disclose any relationship or financial benefit that could reasonably be viewed as creating a conflict of interest, or the appearance of such, as outlined in Paragraph 13-14.

Private Practice Section, APTA

By: _____ _____
Carrie Stankiewicz Date
Executive Director APTA Private Practice

Speaker: [Insert Speaker First and Last Name]

By: [obtain electronic signature] [date of signature]