

## Presenter Agreement

### HUDSON AREA PUBLIC LIBRARY PROGRAM PRESENTER AGREEMENT

Today's Date:

Presenter:

Address:

Dear (Presenter),

It is agreed between us, that \_\_\_\_\_ (Presenter Name), hereinafter known as "Presenter" will create and present a Program titled:

\_\_\_\_\_ (Program Name)  
on \_\_\_\_\_ (Date) under the following terms and conditions:

1. Presenter hereby agrees to prepare and present a \_\_\_\_\_ (Program Name) hereinafter known as the "Program."
2. Presenter will deliver to an audience at Hudson Area Public Library (hereinafter known as the "Library" the Program in form and content acceptable to the Library. The Program shall be delivered on: \_\_\_\_\_ (Date and Time).
3. Presenter warrants and represents that all material in the Program prepared and submitted by Presenter hereunder will be original and will not infringe any copyright or contain any libelous material. You will indemnify and hold harmless the Library and its public officials and personnel from any claim, suit, damage, loss, or expense (including attorney's fees) arising out of any breach or any allegation which, if true, would constitute a breach of any of the foregoing warranties or representations.
4. Presenter is solely an independent contractor and not an agent, partner, or employee of the City. Presenter is not controlled or directed by the Library. Presenter is not entitled to any rights or benefits to which employees of the Library are entitled. Presenter will not be treated as an employee for federal tax purposes. Presenter has no authority to enter into contracts or agreements on behalf of the Library or bind or obligate in any manner whatsoever the Library. Any compensation provided to Presenter that is \$600 or above, shall require a W-9 to be presented to the Library.
5. Presenter shall provide the Library with a W-9, if required as set forth in Section 4 above. Depending on what the parties agree upon as set forth below, a check, payable to the Presenter will be either:

\_\_\_\_\_ Mailed to Presenter at the above address within 30 days after the event

\_\_\_\_\_ Handed to the Presenter on the day of the Program (provided an invoice is submitted at least two months prior to the date of the event.)

6. Presenter represents that neither Presenter nor any of Presenter's employees (if any), who will be on Library property in connection with the Program has ever been convicted of, been adjudicated with regard to (including an adjudication of delinquent conduct), pled guilty to, or pled no contest to a criminal charge, or ever received probation or deferred adjudication for a criminal charge, except as follows:
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7. Prior to providing the Program under this Letter Agreement, Presenter agrees to provide the Library sufficient information for it to conduct a background check on Presenter and/or Presenter's employees who will be on the Library property in connection with the Program.

If results of the criminal background check indicate that the Presenter or any of Presenter's employees has been convicted of any of the following offenses:

- a. A felony or a misdemeanor classified as an offense against a person or family;
  - b. A felony or a misdemeanor classified as public indecency;
  - c. A felony or a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
  - d. Any offense involving moral turpitude;
  - e. Any offense that indicate the individual is a registered sex offender or is to be registered in the Wisconsin Sex Offender Registration Program; or
  - f. Any offense that would potentially put the Library, the joint municipal partners, the Friends of the Hudson Area Library, or the Hudson Area Library Foundation at risk such individual will NOT be considered for employment for the Program.
8. If Presenter presents a "Program" more than one time during a twelve-month period, Presenter will only be required to submit to one background check during such twelve-month period; any new employees of Presenter during that twelve-month period will be required to submit to one.
9. Presenter shall provide the necessary information in sufficient time that the Library is able to secure the background check at least sixty (60) days prior to the Program presentation date.

10. Please Indicate What Type of Equipment You Need for your Program:

Projector  Laptop  Speakers  Easel  Podium  Other \_\_\_\_\_

11. Please attach the following:

- a. A one paragraph bio
- b. A one paragraph description of your program
- c. A publicity photo

12.  If Presenter is an author or performer, check here if you would like to sell and sign your books, CDs or DVDs after the event. (Please bring your own copies of the book, CD or DVD as well as change and a sign with the book's price, unless you have made other arrangements in advance.)

13. Presenter may display business cards, brochures, or similar information for attendees to take, but neither business solicitation nor fundraising for nonprofits should be part of the program.

14. In the event that either the Library or the Presenter is unable to make, or must cancel the scheduled program, both the Library and the Presenter will make every effort to reschedule at a future, mutually convenient date and time. The Library shall be responsible for payment only for those authorized services performed by Presenter.

15. Please Check All that Apply

Presenter agrees to allow the Library to take photos of and/or record this event and use them on their website and social networking pages.

Please do not take photos of the Program

Please do not record the Program

16. Presenter shall properly safeguard against any and all damage, loss, or injury, to persons or property that may arise, or be incurred in connection with the Program without regard to whether or not Presenter or Presenter's employees (if any), or agents has been negligent. Presenter shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the Program; negligence or failure of Presenter to comply with this Letter Agreement; arising from action of the elements or from any unforeseen or unusual difficulty.

17. PRESENTER AGREES TO BE SOLELY RESPONSIBLE FOR AND FURTHER AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE HUDSON AREA PUBLIC LIBRARY, THE FOUR MUNICIPAL PARTNERS—THE CITY OF HUDSON, TOWN OF HUDSON, VILLAGE OF NORTH HUDSON, TOWN OF ST. JOSEPH—THE LIBRARY BOARD, EMPLOYEES, FRIENDS OF THE LIBRARY AND HUDSON AREA LIBRARY FOUNDATION FROM AND AGAINST ANY LIABILITY, COSTS, CAUSES OF ACTION, OR DAMAGES, INCLUDING REASONABLE ATTORNEY AND OTHER FEES, ARISING OUT OF OR RELATED TO THE ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BY WAY OF EXAMPLE AND NOT IN LIMITATION, ANY INJURY TO THIRD PERSONS, PROPERTY DAMAGE OR THEFT.

18. Venue and Jurisdiction for this Letter Agreement lie in Saint Croix County, Wisconsin.

19. This Letter Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party. This Letter Agreement represents the entire agreement between the parties. Presenter has no right to use, and shall not use, the Library's name or logo for advertising, publicity, or promotion without the prior written authorization of the Library.

20. Signature indicates that the presenter has read, understands and will adhere to the terms of this Letter Agreement, including consenting and authorizing the Library, to conduct the background check as set forth herein.

I, as the Presenter named above, have been notified that a computerized criminal history verification check will be performed and I agree to such check and I agree to release, indemnify and hold harmless the Hudson Area Public Library, the joint municipal partners—City of Hudson, Town of Hudson, Village of North Hudson, and Town of St. Joseph—the Friends of the Hudson Area Library, and the Hudson Area Library Foundation, and any agency used with regard to obtaining the information. I acknowledge that a facsimile, copy or electronic version of this form shall be as valid as the original.

Presenter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Hudson Area Public Library Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Return to: Tina Norris, Director, Hudson Area Public Libra

### Authorization for Release of Information

I \_\_\_\_\_, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the Hudson Area Public Library, whether said records are of a public, private or confidential nature.

I am aware that a thorough investigation of my background is to be conducted. I hereby authorize and request the release of any and all information concerning me (including a transcript of any academic record) to the Hudson Area Public Library or its agent upon presentation of this or copy hereof.

In addition, I authorize all employers and other parties, whether named in my application or not, to provide information relative to my volunteering/employment as requested by the Hudson Area Public Library.

I understand that any information obtained by a background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization may be considered in determining my suitability for volunteering/employment/ or program presentation with the Hudson Area Public Library. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information.

A photocopy of this release form will be valid as an original thereof even though said photocopy does not contain an original writing of my signature. This release form will be in effect for one year from the date of signing.

Applicant:

\_\_\_\_\_

Please Print:

First

Middle

Last

Address:

\_\_\_\_\_

Street and Number

City

State

Zip

Date of Birth \_\_\_\_\_

Driver's License Number \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Have you lived in any other state(s) in the last 5 years: If yes, please list all previous addresses

Signature of Applicant \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Date: \_\_\_\_\_

For Office Use Only		Total Cost: _____
Requested by: _____	Request Date: _____	
Completed by: _____	Completion Date: _____	
NCIC Check Completed: Y / N	Reference Check Completed: Y / N	
Hudson Police Department Check Completed: Y / N	Sex Offender Registry Check Completed: Y / N	