

## ASLA Conference on Landscape Architecture Speaker Terms and Agreement

This Agreement describes what the American Society of Landscape Architects (“ASLA”) needs to ensure quality professional development that has become associated with the ASLA 2019 Conference on Landscape Architecture in San Diego (“Program”), and accordingly, sets forth your obligations as a Speaker. To accept ASLA’s offer, please read the terms below and type your name on the line in agreement.

### **ASLA will:**

Schedule your education session between November 15, 2019 and November 18, 2019. All field sessions and deep dives will be scheduled on Friday, November 15.

Upon receipt of complete Program materials for your session, provide you a complimentary non-transferable conference registration for education sessions, general sessions, and EXPO. Optional ticketed workshops, field sessions and special events are not included in this registration, but may be purchased separately.\*

May reimburse you for one night’s hotel stay at an official ASLA conference hotel according to the ASLA speaker housing policy. Requests for reimbursement for any other hotel outside the ASLA housing block will not be accepted.\*

Reserve the right to combine your session with another similar session(s), change its title and/or descriptions, add speakers as necessary, reschedule your session time, or cancel your session at any time.

Select specific sessions to submit for continuing education credit to the LA CES, AIA CES, GBCI, AICP, and ISA. If your session is selected, you may be required to submit additional information.

\* Education session speakers are eligible for the complimentary conference registration and speaker housing reimbursement as described above. A maximum of two field session leaders will receive these same benefits. All other field session presenters will receive a complimentary ticket to their assigned field session.

### **As a Speaker, you agree to each of the following:**

If you are a landscape architecture professional (graduates of accredited landscape architecture programs), you must be a current member of ASLA. Allied professionals are encouraged to both submit presentations/speak but are not required to be members.

If you will be speaking as part of a panel, the Lead Speaker will serve as the primary point of contact for ASLA staff and will be responsible for interfacing with all other presenters involved in a session.

You agree to present a program that is vendor neutral, educational, and generic in nature. Presentations promoting specific product brands, services, or technologies are forbidden.

Travel to the convention will be at your own expense. ASLA does not reimburse for travel expenses or provide fees or honoraria for speakers.

You agree not to change the content or speaker(s) of your session without prior approval from ASLA.

You grant ASLA, its representative and designees, the irrevocable right to use your name, likeness, photograph, and biographical data in connection with the Program and any other activities described in or contemplated by this Agreement.

You agree to craft a visual component, such as PowerPoint or Keynote (photos, graphs, charts, lists, animation, video, etc.), use the elements of the template provided, and submit a required session guide to ASLA by COB October 15, 2019.

You agree that ASLA, its representative and designees may use, reproduce and publish your Presentation and Presentation materials in any way ASLA may wish. You also grant ASLA, its representatives and designees an unlimited, irrevocable, permanent, nonexclusive and royalty-free license to: (i) film, tape, transcribe, otherwise record or quote from your Presentation and/or materials, (ii) create derivative works of them, (iii) publish them in any format, including audio recordings, distance education courses, the Internet, or any other digital, wired or unwired, network including any successor technologies, or any other media, and (iv) use them in any other way it may find appropriate. ASLA will not be required to pay royalties arising out of any of the foregoing activities.

You may make further use of your Presentation materials in any way that you wish. You may seek permission from ASLA to re-use the recorded Presentation for your personal use only, which permission shall not be unreasonably withheld.

**You agree to have the session audio/video recorded or live streamed and sold.** ASLA may select your session to be recorded and made available for the benefit of those who cannot attend the conference. If ASLA, at its option, selects your session to become a (live-streamed and on-demand) education course, you agree to provide an electronic copy of: (a) your photograph in .jpg format, (b) your final course PowerPoint presentation, and (c) a 10-12-question multiple choice or true/false quiz with answer key. You will be notified of your selection and all of these items are due to ASLA 30 days prior to the conference.

You agree to use Presentation materials that contain only your original work and materials, or the materials that others have expressly authorized you to use. You may not use the copyrighted material of others without their express written permission. ASLA may edit, reformat, or otherwise change your Presentation with your permission, which shall not be unreasonably withheld.

You represent and warrant to ASLA that you have obtained all necessary licenses and permissions to use any third party material contained in your Presentation and associated materials (including photos and drawings) and that you have the full right and authority to grant ASLA all licenses to use such material or work as contemplated by this Agreement.

You agree to be solely responsible for any claims against ASLA or damages it may sustain that arise out of the inaccuracy of any representation herein; your breach of any obligation herein; or your unlawful conduct.

You are an independent contractor and not an employee of ASLA. ASLA does not carry insurance covering independent contractors who provide services or products to ASLA.

**ASLA reserves the right to cancel your session at any time and terminate this Agreement if:**

You do not meet the deadlines or other requirements established by ASLA, including submissions of Presentation materials;

You use Presentation materials without obtaining all necessary permissions, as set forth herein;

You do not appear at the session; or the session is cancelled for any reason;

You violate any other term or provision of this Agreement.

Please note: Speakers may be contacted to take advantage of the benefits associated with presenting at the ASLA conference, press interviews, and book signings, etc. Please keep in mind that these extra opportunities are extended in most cases expressly because of an individual's status as a speaker. In order to be eligible for additional exposure beyond the above referenced educational session, each Speaker must first meet the Speaker terms. If a speaker has not fulfilled his or her obligations under this signed agreement, they will not qualify for the foregoing.

By signing this ASLA Conference on Landscape Architecture Speaker Terms & Agreement, and based on mutual consideration, which you acknowledge includes the recognition, notoriety and other benefits that you will derive as a speaker for ASLA, you understand and agree to the above terms and conditions.

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name