

***Guest Agreement***

1. All parties understand and agree that this Agreement is not being established to create grounds upon which one party may force the other party through legal means to be bound to a certain course of action without liberty to alter, amend or change that course. Rather, this agreement is intended to outline each party’s intentions today with respect to a working relationship, and to provide a framework that necessarily requires the parties to be committed to each other to find an amicable solution, without legal recourse, to any issues that could or may arise. Either party at any time may change its intention to work with the other party, without incurring legal liability or obligation to the other.
2. SWS may charge Guest a Marketing and Media Coaching Fee of $1,200. The fee is non-refundable after 72 hours, but if the guest needs to change their show date they may do this two times. This does not apply to guests who have been referred to us from PR Agencies. It does not apply to guests who have a combined social media following of 50,000 or more and / or an email database of 50,000 or more and who will co-market with SWS to their databases.
3. The SWS Guest acknowledges that SWS shall plan its Show in reliance on the SWS Guest’s appearance. Failure to appear may incur expenses to fill the void created by the SWS Guest’s cancellation and may also cause SWS to suffer damage to its goodwill. As such, the SWS Guest agrees to provide SWS with a minimum of fifteen (10) business days’ notice should it be necessary to cancel the appearance on the Show. Without the (10) business day notice SWS guest will forfeit any deposits or fees paid to SWS. With a (10) business days’ notice, SWS will be responsible for finding a guest replacement and the SWS Guest will be allowed to pick another show date for their appearance.

1. SWS will provide exposure for the SWS Guest to the SWS Community. Currently the community consists of eighteen Terrestrial AM/FM channels, Blog Talk, Spotify and IHeart streaming Radio, fifty Podcast Platforms, Facebook Live audience, eighty thousand Twitter Fans, thirty thousand Facebook Fans, five thousand LinkedIn Fans, and two thousand Instagram Fans.

SWS will feature the SWS Guest on the SWS website with a Graphic that has a Picture, Show Title, Playback of the SWS Guest Audio Recording, and Show Notes. SWS will provide this Graphic to the SWS Guest for additional promotion on the SWS Guest website. SWS will provide a Sound Engineer to edit the SWS Guest show and deliver a professionally produced podcast to put on the SWS Guests website. SWS will provide up to a one-hour Media Strategy Session before the guest appearance. SWS will provide the SWS Guest the opportunity to send Press Release to our three thousand media sites. The SWS guest will be responsible for writing and delivering the Press Release to SWS prior to the SWS Guest appearance. SWS will offer in town guests the opportunity to lunch with the SWS host the day of SWS Guest appearance.

1. SWS Guest agrees to pick up their own expenses for travel, meals, and hotel. SWS Guest agrees to appear at the time and location agreed upon and to deliver a content-rich talk. Guest agrees to provide a professional photograph, biography, and talking points to SWS seven days prior to their appearance. SWS reserves the right to edit all materials as necessary.
2. SWS Guest agrees to promote their appearance on Facebook Live, SWS Guest owned social media sites, SWS Guest owned email lists, SWS Guest owned blogs and /or newsletters. In addition, SWS encourages the SWS Guest to put the SWS Guest Podcast on their web site and link it bake to the SWS web site.
3. SWS Guest grants SWS the right to use his or her name, voice, appearance, likeness, image, words, participation and title or professional designation, in whole or in part, whether audio or video recordings or photographic images in these recordings and/or compilations and in any correspondence, publicity, advertising, promotional or other derivative materials based on them. Conference has no obligation to make use of the rights granted herein. SWS Guest retains all rights, title and interest, including copyright, in and to the individual audio and video recordings of his or her presentation and hereby grants SWS the unconditional and irrevocable right to reproduce the recording in any format, and to distribute, prepare derivative works, advertise and publicize the recordings without compensation to SWS Guest. Conference may edit the recordings at its discretion. Conference shall own the worldwide rights, title and interest, including copyright in, and to, the compilation. SWS Guest holds no rights, title or interest, including copyright, in and to any photographic images and agrees that Conference may use such images in any manner it desires. SWS Guests welcome to include the content on their website, non-exclusively, royalty-free, with a link back to SWS and/or our affiliate link. You understand that we may use this content in a compilation video, audio, CD or DVD, that we sell for profit and the SWS guest will not receive royalties.
4. SWS Guest warrants that the work you're giving us is your original work and doesn't infringe on any intellectual property rights of anyone else. SWS Guest agrees to indemnify, defend and hold harmless SWS and its agents and employees, from any loss, damage, injury, claim or liability arising out of the performance of this agreement whether caused by any act or omission of SWS , or its agents or employees, or any act or omission, intentional or negligent, of Client, or its agents or employee.
5. SWS Guest acknowledges that SWS makes no warranties as to the number of people listening to the show, nor to the amount of sales of any product offered by the Presenter at the Show, if any. Both parties understand and agree that neither party will be responsible or liable for any loss or damage (including lost profits or other consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred, or which may arise directly or indirectly as result of any action taken by either party pursuant to this Agreement. Each party will comply with any and all regulations, laws and statutes pertaining to its business operations, and shall defend, hold harmless and indemnify the other against any and all claims, demands, suits and causes of action which may be made against them for any reason.
6. Out of respect for one another, SWS and SWS Guest both agree if they can’t come to a mutual agreement on any financial disagreements, or anything else related to this agreement, they will arbitrate the differences in California, under the rules of American Arbitration Association, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary expenses.
7. Entire Agreement: This Agreement and the attached Terms and Conditions constitute the entire Agreement of the parties on the subject matter of this Agreement and supersedes all prior agreements and understandings, either oral or in writing, relating to the SWS Guest’s appearance and presentation on the Show. There are no other understandings, promises, or inducements, oral or otherwise, contrary to the terms of this Agreement. No warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

I hereby approve and accept the terms and conditions of this agreement.