

On Your Terms Episode 71: Legal Tips for Speaking Engagements

Sam Vander Wielen: Hey there and welcome to On Your Terms. I'm your host, Sam Vander Wielen. I'm an attorney turned entrepreneur who helps online coaches and service providers legally protect and grow their businesses using my DIY legal templates and my Ultimate Bundle.

I am so excited to chat with you today, all about speaking engagements. So whether you're looking to start getting into public speaking as an arm of your business, or you're already doing it, but you've always wondered what am I supposed to do about some of those legal stuff that comes up, I'm diving in head first today.

So I talked to you all about owning the material that you talk about and how to control that and what happens to it after you go and give a talk. We talked about payment stuff and like what's included and making sure that we're really thorough when we're talking about this in our contract, what to do if something gets canceled and navigating something coming up like a pandemic or illness, and even what happens if you or the company gets sued for something that happens during your talk or even from the event that you're in.

So there are so many interesting legal questions that come up when we talk about speaking engagement. And I just dove in a little bit honestly in this episode talking with you about speaking engagements generally because I really get very excited about the idea of you building this out as a part of your business, because I share with you a little bit in the episode about why and how it's helped my business and kind of the evolution of my own public speaking like talking in people's groups or speaking on stage at conferences and what I used to do that I don't do at all anymore. So I dive into it all in this episode.

Okay. So before I hand you over to the show, I just have to give a shout out to the review of the week by Mitch Ruby. She said, instead of feeling overwhelmed and lost, listen to On Your Terms. Sam is insightful and her explanations make it easy to follow and understand everything you need to know when it comes to the legal behind the scenes of your business.

Thank you so much for leaving this review. I really, really appreciate it. If you leave a review in Apple Podcast of my show On Your Terms, you'll be entered to win a \$20 Starbucks gift card. All you have to do is leave a review. I pick a new winner every single month, so be sure to submit your review now. You might even get a shout out on a future episode. I would love that.

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All right. With that, let's dive in. And don't worry if you hear me talking a lot about what needs to be in your speaker contract, I've got a brand new speaker contract template for you. You can find the link in the show notes. You'll hear me talk about it a little bit in this episode. But for now just get cozy, get comfy, or throw on your sneakers and go for a walk. Let's talk speaking engagements.

So let's talk public speaking, speaking engagements. This is such a fun topic to talk about because, well, first of all, I'm really excited that we're kind of getting back into public speaking and being able to apply to speak at conferences or in people's groups and all that kind of stuff. After the pandemic and everything was canceled and all that good stuff, I'm seeing things go on again and I'm seeing friends and colleagues get opportunities again.

I think it's such an awesome way to build your business, so I want you to listen to this episode regardless of whether you've actually already had a speaking engagement or not, because you might get some ideas. This might spark an idea for you. This is a really cool way to add a new lead generation arm to your business. That's really different than anything that we usually talk about. We usually talk about social media and email list building and podcasts and YouTube and all that kind of stuff, but I think people overlook speaking engagements.

And it was something that I started out going for really early on in my business. So I want you to know this and I want you to hear this loud and clear that I was applying for and getting speaking gigs very early on in my business with very little audience, no podcasts, like I didn't have any sort of massive audience to advertise to them or anything like that. But I learned a thing or two about how to pitch them and really making it about them and what would be helpful to their audience, tailoring it to them, all that kind of stuff, being unique and standing out.

And I was really shocked, first of all, that I got a couple of them but also that just how valuable these kinds of speaking engagements were to the business in general. Years later, I will still get sales from people who say that they met me at these speaking things that I did years ago. So like I said, listen today, just in case you get these in the future or it might inspire you to say, you know what, this is a good thing to add, it's a nice additional revenue stream for you because you can get paid for a lot of these. And also it's a really good lead generator and it builds up your credibility and can build up kind of more of that PR media arm of your business.

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So when it comes to the legal side though of then giving these speaking, doing a speaking engagement for somebody, people want to go speak or they want to ask somebody to speak at their event, but then they don't use a contract. And that's where stuff gets really wonky. I mean, that's when stuff gets pretty wonky in business in general, whether it's with clients or with an event. But the truth is that a lot of the stuff that I see that fills up my DMs, with kind of like panic Dms of people saying hey, I have this thing and it went sideways and now I don't know what to do. And I'm like, well, what did the contract say, they always say we didn't have one because I thought it was just like a fun speaking thing.

So boundaries get crossed, expectations don't get met, payments either don't get made or don't feel good, and that all leads to not only maybe like a little bit of a legal battle, but also to resentment. you not feeling good about the speaking thing, them not feeling good about having had you, all that kind of stuff. And also in a post-Covid world now, we're more concerned about what happens now if something comes up and interferes with the event.

So it's added all these like new legal elements to speaking gigs where before maybe we were just worried about getting paid and like intellectual property, now it's like okay, you book something that's six months out, a year out, some of these things are really far out, what happens if a world event comes up? What happens if you've already been paid? What happens if you've already given the deliverables? Like all that kind of stuff.

So speaking engagements have a lot of really interesting legal issues. I have a little story for you, just kind of to give you examples to how this played out. I know somebody that once got hired to speak or consult with essentially like they would go in and essentially consult at this company by giving a little bit of a presentation, but then answering questions. It was a really really large logistics company that you all would know the name of.

So this person, they came in and they gave their talk, they gave the advice, and then they sent the bill. And so they, ahead of time, had spoken with the head of the - the person at the company who arranged for them to come in and speak. They had arranged for a set price and then the amount of time that this person would come and speak. So after the person came in and spoke, they sent the company the bill. In the bill, they included the amount that they had talked about with speaking and then the travel fee for - it was essentially like a gas kind of fee, like whatever cents, \$0.67 per mile, \$0.57, whatever it is right now.

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So they charge them this, which is pretty standard. But here's where it went wrong. The company then came back to the speaker and said, we don't think your talk was worth as much as we said we'd pay you. So we know that we said we'd pay you - let's just say it was \$500.00. We said we'd pay you \$500.00, but once you came in, well, I didn't really like it that much. But the speaker said I spoke on the condition that you'd pay me \$500.00. That's why I spoke, right?

And here's the kicker, they had no contract. And you might be thinking, well, doesn't a verbal constitute? No, not always. So yes, verbal contracts are a thing. There are many, many circumstances though, where verbal contracts cannot be accepted. This would be one of them because the value of the contract, it was over \$500.00. And when it's over \$500, it's a whole long story. But you can just take my word for it that not all verbal contracts are valid, it depends. Like you can't do a verbal contract for real pProperty, for example. I couldn't say to you like I'll give you my house for \$5, and you say okay, and then you hold me to that because we can't do verbal contracts for real property.

So there are many different circumstances where that doesn't work, and that's why you don't want to rely on the option of being like, well, I sent them an email or we spoke on the phone about it or something like that. We need a legitimate contract that's legitimately written and then sent and signed and all that good stuff. So in this case, it really became quite an issue because they had no contract. The company had agreed to pay them that amount of money and then reneged, was just really crudy. That's not cool, and they shouldn't do that. The speaker also thought that they were getting reimbursed travel expenses, which even though that might be industry standard, that's the kind of thing that would be in a contract.

And this just ended with a really bad taste in everybody's mouth. Everybody walked away angry. Everybody walked away upset. And it also led to it being a one time thing. So that's where we also don't want to let this legal stuff get in the way, because - and that's why it's so funny to me like people will be so nervous to use legal stuff sometimes. And I'm like, no, it's such a release of all of this, like it's such a - it's so clear that we don't have to have these awkward conversations.

This person would have known how much they were getting paid. They would have known whether or not the expenses were in there. Like everything would have been super clear. And then there wouldn't have

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to be any hurt feelings afterwards. So that is why it's just important to like to use this stuff.

Now, if you're the speaker, if you're going to speak somewhere, ideally they would have a contract to send you because they're having some sort of event and all that kind of stuff. Personally, like if I was hosting an event, I would want to control the contract so I would send out the contract. But if you're going to speak somewhere and you ask for one or they don't send you one, I think you should have your own. So in this case, if this company wouldn't have sent it to you, you would have said here's my speaker agreement. At least you can then make sure that your own interests are protected.

So what are some of these issues, like what are some of the things you need to think about then when going to pitch a speaking thing or if you're someone who's listening and you're thinking about hosting an event and you're going to have speakers come in. These are the same issues that you're essentially thinking about from the other perspective. So either way, hang with me.

Okay. So first things first and I think one of the things I get asked about the most is who owns the material whether if you go to give a talk and you're giving a presentation or you're doing like a PowerPoint type thing, do you get to own that talk? Do you own the copyright still to that material? Do you own natural slides themselves?

Sometimes, I've gone to give talks and they actually require that I send them in the slides. So it's like now they have the slides themselves. They'll also have a recording of my presentation. And so for me, at least in the speaker contract, I want to clearly delineate the fact that I own the intellectual property of the actual talk itself, of the content, of whatever I'm teaching, whatever I'm talking about. They can own the recording in terms of how they replay it or re-share it, if that's something that you've agreed to.

So typically speaking, when you go and you give a talk, there's kind of a one price for a one time live thing. And then there's a different price, and this is something I always ask when I'm asked to speak places is, are you going to use this again and again? Like are you going to use this as a replay, or is it going to live inside your course? Is it going to be used as a bonus in the future? That's going to be a different cost on my end for what I would charge for that kind of event.

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So then when I'm sending out my contract, I want it to clearly say that I still own this training. I can give this training to other people, this training could become a course for me one day, it could become a YouTube video. Like it can become anything that I want it to become, but they can still own, let's say we've agreed to like them owning the recording, and that they're able to reuse it in the way that I'm comfortable with. Then that should just be in the agreement. Like whatever it is, whatever the agreement is, there's no right or wrong about the ownership of material. It's just that whatever it is that you actually want, you want to have in writing so that you can protect yourself down the line.

So that is kind of related to the next thing I want to talk to you about, which is like how the material can be reused or not reused. So one thing that comes up sometimes that people will see their content being reused by a company in an ad for example, and people will often feel like a little miffed that they didn't know that the company was going to use their content or their likeness, what we call their likeness in an ad. And so that would be something to ask ahead of time.

Again, the same questions of like is this going to be Evergreen? Is this going to live in your course? Are you going to sell this as a bonus? Would you ever sell this as a product? Like somebody could technically take your recording of something and go sell it as a product on their own. So that's something you would all want to talk about ahead of time.

You'd also obviously want to ask about payment and what's included. So it's not just as simple, and that's why I shared the story example with you, it's not just as simple as I'm being paid \$500.00 for this thing, it's that it's a guaranteed payment, it's a one-time payment, how is it going to be paid to you, when is it going to be paid to you, what happens if the event gets canceled? And what else is included in your fee or is an addition to your fee?

So do you get paid let's say your \$500.00 plus you get travel. And what does travel include? Is it airfare and hotel? Is it car? Is it meals while you're there? You would want to have this very specifically listed out and spelled out.

Nowadays, obviously you want to also know what happens if something gets canceled or something comes up. If there's a pandemic, what if you get sick? What if they tell you that there's a breakout of a sickness at the event itself? Obviously, this is more for an in-person thing. But even for a virtual conference, I mean I've heard about

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virtual conferences getting canceled for whatever reason, something happens to the business owner who's putting it on. You would want to know what happens to you, what happens to your speaker fee, all that kind of stuff.

I would also want to know what you're required to do for this speaker fee. So if it's an in-person event, typically it's just the talk itself. Maybe it's the talk itself, and a roundtable. I've also done talks for conferences where ahead of time I was required to do an Instagram live with the person who was putting on the event, so that they could advertise tickets to the event. So you would want to know if that's required.

If it's a virtual talk, if you're doing something for a summit or somebody's program, I would want to know what's required from you within your business. So are you required to send out a certain number of emails to your list? Are you required to send them out to your whole list? Are you required to share about on social media? How many times in what medium? Does it have to be like Reels? Something like that.

So that's always something that's really important for me to know. And by the way, it's typically negotiable. People will often invite me to go do things and they'll say to me I have to send X number of emails to my list and just nowadays that's not an option on my end. Years ago, I stopped doing that. I'm not giving up real estate for my email list for like six emails to my list about somebody else's event to build their email list. It's not about not wanting to help other people, but as a business I can't give up like that amount of time.

I have a certain number of promotions throughout the year. And in between those promotions are nurture time, as I've talked about. And so I can't be running essentially a little promotion that goes to somebody else's event for that long to that many people. So often I will let people know like hey, this is what I can do instead. I can run one email or I can run a few emails, but to a segment of my list but not to the whole, I won't do it to the whole list. I'm not saying it's tens of thousands of people for weeks on end or I'll put it as a PS. I won't dedicate a whole email. Like there are options there.

And so you can always negotiate that on your own behalf. And that might be something to consider too if they're not offering to pay you for a speaking gig. So when I started my business for the first several years, I did so much stuff for free. Basically, my attitude was that I said yes to everything that came my way or that I saw. I essentially put myself out there. I applied for everything. I reached

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out for everything. And I just figured it would give me practice. It was like the more the merrier, I'll try it, there's no harm.

And eventually that kind of shifts. And it actually becomes harmful eventually, in my opinion, because first of all, it takes up a lot of your time. Second, it kind of gets you in this mode of building other people's businesses. Oftentimes, when you're doing these free summits and stuff, the person who's running it gets all the email subscribers, you don't. It would actually be illegal for them to do it that way. So then when they do offer it to you, you don't want to do it anyway. So it's a whole thing. But the third thing is like you're giving up a lot of time and energy, and you're giving really good content and you should get paid for that.

So about a year or two ago, I only started doing paid trainings which has been great. I get still very good opportunities. There are some people who say, "Hey, I can't do that." Personally, I also find it really funny that some really big people reach out who are constantly touting themselves as like multimillionaires because their course allegedly sells a lot of it. And then they're like when you tell them that you expect to get paid a pretty nominal fee for using them, especially with what I do like it's a very content heavy training on legal and how to protect their business, and they'll be like nope.

And I see they go with somebody else who will do it for free, and that's their prerogative. They can run their business however they want. But like you have to at some point ask yourself like I'm giving out a ton of value, especially if they're also asking for an affiliate link, it's like they're making money off of you and they're asking you to do it for free. And then they're going to reuse this recording to sell things to make money off of it. I just personally I'm not comfortable with it anymore. And my time nowadays is so much more limited that I'm just like this is what we do.

And there are plenty of people who are super happy with it and who hire us all the time and we come in and we give trainings, and it works for me. But you can kind of design what works for you. And like I'm saying to you for years and years, I was like sure, give me all the free things. Sure, I'll do that for free. I was overextending myself. And it was probably also hurting my business a little bit at some point. I think there's like a tipping point and there was a point where it helps you to get out there and it gives you a lot of practice. And then there's a tipping point where I actually think it starts to hurt you.

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Also somebody told me last year that I thought was really helpful that if you want to grow your brand and elevate your authority in this space and people keep seeing you participate in every freaking free thing from here to the moon, it does kind of cheapen the brand. It puts you in these circles with lots of other people who are doing lots of other things for free, and it doesn't really let you breakthrough to that next step where you're like, well, I get paid for this. My trainings are really good, I get paid for this. Something crazy, I'm not pulling down \$10,000 for a training or something. It's just that it's my time. It's respecting my time, my team's time, my knowledge, my availability. I always stay over, I do Q & A, like all the things.

So just something to consider no matter where you are right now. I kind of want to either give you a little idea of like it's totally okay to take things right now, but then also give you a little flavor of the future to say it's also okay if at some point you start maybe being a little bit choosier with what you do and start getting some value out of it. And it's also a new stream of revenue for you in your business. So that's that.

Okay. Now, we have two more kind of legal concerns to talk about when it comes to speaking engagements. What happens if you or the company gets sued for something that you say during your talk? So this could be a concern whether you're the host of the event or whether you're a speaker at somebody's event or in their program.

Let's say I give a talk in somebody's course, and I say something and one of their students goes and act on it and it goes badly. They're going to sue the person who had me come in and give the talk, and they're going to sue me probably too. So that's something that we address in a speaker contract because that's something that we would want to make sure that you have to be responsible, obviously, for what you say.

But let's say something, let's say like the owner of the course said something and that got you in trouble, maybe during your live session. You would want protection through what's called an indemnification clause. So you would want that protection so that you would be legally protected in case you get dragged into a lawsuit because of something that happens at the event. So that's something that we very clearly and very swiftly handle in a speaker contract.

The last thing, I mean this is certainly by no means an exhaustive list, but I wanted to go over kind of the biggest things that I know of that happen with speaking engagements. The last thing is that you want to know how your image is going to be used and advertised. So I

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hinted about this a little bit earlier but you want to know how it's going to be advertised that you're speaking and are they going to be running ads to stuff? So are they essentially using your profile to drive traffic to this thing?

That would all influence for me probably the price that I was taking fFrom this, but also a little bit of controlling your intellectual property as well. Your likeness, your image, it's all something that you own, and so it's something that you would want to control. Again, something that you would address in a speaker contract agreement.

So I have very good news for you. I have a brand new speaker agreement template for you. It's just like all of my other legal templates, super easy to fill out, in 15 minutes or less, instantly downloadable. All you're doing is filling in your personal information, nothing more. I've done all the legal writing for you. I've addressed all the legal issues that we've talked about in this episode, and way more because I didn't bore you with all the legal stuff.

But I'm very excited that this contract template is available for you now. For those of you who are speaking and also if you are hosting a speaking event, then this can also be used by you. So you can use this contract to send out to speakers or you can use this contract template as a speaker to send to people when you get hired to go speak in people's programs or at their events.

So I hope that you love it. I hope you send me a DM and let me know if you're going to grab it. But otherwise, you can grab the speaker contract template using the link below. Thank you so much for listening to this episode and I can't wait to chat with you next week.

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