

**Collaborations can be great for getting exposure to new audiences or adding value to a group program. Use this agreement to document a relationship with a guest expert for your program.**

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GUEST EXPERT AGREEMENT

This Agreement is made by and between [Expert Name] (the "Guest Expert") and [Company Name] (the "Organizer") for the inclusion of the Guest Expert in the [Name of Program] on the following terms. This Agreement is effective as of the date first signed by the Organizer.

**1. The Program.**

The Organizer engages the Guest Expert for the [Name of Program] (the “Program”), [program description, such as “an online business training program”] that is offered [how often, such as “on a rolling basis” or “periodically”].

**2. Guest Expert Participation.**

The Guest Expert will [do what, such as “provide answers to general legal questions inside the Program on an as-needed basis, when tagged by the Organizer, Organizer’s representative, or Program participant” OR “appear on a Facebook live in the group every Wednesday at noon Pacific”]. On occasion and with advance notice, the parties may agree to scheduled training or other participation by the Guest Expert, such as providing participants with access to written materials or other content owned by Guest Expert, in the Program.

**3. Exchange of Value.**

The consideration for this Agreement is [money or exposure are most common, such as “the opportunity for cross-promotion between the parties’ respective audiences and clients” OR “$100 per week”].

The Organizer shall have the right, but not the obligation, to use the Guest Expert’s name and likeness, on the terms set forth herein, to market the inclusion of the Guest Expert as an added value to potential participants in the Program.

Guest Expert shall have the right, but not the obligation, to market her inclusion as a Guest Expert in the program [and to be the exclusive [type of expert] Guest Expert in the Program].

Guest Expert has no duty to promote, market, endorse, publicize, or recommend the Program at any time during the term of this Agreement.

4. **Endorsement; Relationship.**

The parties are not receiving an endorsement of their companies, products, services, expertise, or results from one another and shall not state otherwise in their respective marketing. For example, the Organizer may not state that it has received the “stamp of approval” of Guest Expert because Guest Expert has agreed to participate in Organizer’s Program, and vice versa.

The parties expressly understand and agree that they are not employers or employees, principals and agents, or partners or co-venturers in the performance of any part of this Agreement, and they remain solely responsible for all of their respective employees and agents.

5. **Professional Independence.**

The content of Guest Expert’s participation is within the sole discretion of Guest Expert. Guest Expert shall make every effort to provide current and accurate information to Program Participants, but does not guarantee the same.

The Organizer expressly acknowledges that the opinions of the Guest Expert are independent and subject only to her professional judgment.

**6. Intellectual Property Matters (use of name and likeness; recordings and written materials).**

Except as limited by Section 4 of this Agreement as it pertains to endorsements, the parties agree as follows:

The Guest Expert grants the Organizer the right and permission to use the Guest Expert’s name, likeness, image, voice, recorded voice, appearance, biographical information, statements, performance and/or testimonial(s) (the “Intellectual Property”) in any manner and in any media, now known or later developed, throughout the world, for the purpose of advertising and publicizing the Program, without review, permission or compensation of any amount or kind whatsoever, during the Term of this Agreement and for two years after its termination unless otherwise agreed.

Organizer grants to Guest Expert the right and permission to use, in perpetuity, the Organizer’s name, logo, Program information and name, and inclusion as a Guest Expert, in any manner and in any media, now known or later developed, throughout the world, for marketing the fact of Guest Expert’s appearance in the Program.

The parties represent and warrant that the information provided by them in the Program does not infringe on the intellectual property rights of third parties, and the parties agree to indemnify and hold one another harmless from claims of third parties to the contrary against the party that did not provide the information.

To the extent the parties receive written materials from one another as a result of their involvement in the Program, they receive one non-exclusive license to view and store a copy of the material for personal use.

**[if you are not paying the expert, include Section 7]**

**7. No financial results implied, expected, or guaranteed; affiliate relationships.**

No party has implied or guaranteed, or expects, to receive financial benefit from this Agreement.

The parties may agree separately to an affiliate relationship to receive financial compensation for recommending the services of Guest Expert or participation in Organizer’s Program. Such separate agreement would constitute the entire agreement of the parties as to any affiliate relationship between them.

**8. Indemnification.**

If one party receives a claim, demand, or suffers damages, losses, liabilities, costs, or expenses (including attorney’s fees at all tribunal levels) arising out of or related to any activity or other thing permitted to be done under this Agreement or in the Program by the other party, the party receiving the claim, including its affiliates, successors, and assigns, shall be indemnified, defended, and held harmless by the other party.

**9. Availability of Program; Termination.**

Organizer may cease offering, promoting, or supporting the Program at any time, in its sole discretion.

The parties may terminate this Agreement without cause upon 30 days’ written notice.

**10. Severability.**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**11. Governing law; Jurisdiction.**

This Agreement shall be enforced according to the laws of [your county, state, and country] without regard to its conflicts of law provisions. The parties consent to personal jurisdiction in the State of [your state], and venue in the courts within 50 miles of [your city, your state].

**12. Electronic signatures; counterparts.**

This document may be signed in counterparts, each of which shall be deemed an original. Electronic signatures shall constitute full agreement to this contract.

Agreed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Organizer:

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By: By:

[your company name] Guest Expert