

AGREEMENT FOR CONFERENCE HOST

This Agreement (the “**Agreement**”) is made by and between Beckman & Associates, Inc. (hereinafter referred to as “**Beckman**”), a Florida corporation whose principal place of business is 620 North Wymore Road, Suite 230, Maitland, Florida 32751-4253, and **Host Name**, (hereinafter referred to as “**HOST**”), a **State of Host** pediatric therapy clinic, having a place of business at **Host Address** where by Beckman and Host agree to the following terms and conditions as evidenced by their signatures below:

1. ENGAGEMENT

Beckman hereby retains Host to provide conference facility and facility support for the Beckman Oral Motor Assessment & Intervention Conference, more fully described as the Scheduled Conference to be provided at **VENUE FACILITY NAME & ADDRESS** from 8:00am to 5:30pm on **course dates** (the “Scheduled Conference”).

2. CONTACT INFORMATION

Host’s principal point of contact at Beckman with respect to specific nature and scope of the services to be provided hereunder is **Brain Beckman, Continuing Education Administrator, BeckmanConference@gmail.com**, phone 407-312-4078, Fax 407-647-6415.

Beckman’s principal point of contact at Host is **Host contact name, phone: _____, email: _____**.

To Beckman

Beckman & Associates, Inc.
620 N. Wymore Road, STE 230
Maitland, FL 32751-4253

To Host

Host Name
Host Address
Host City, State, Zip

3. TERM

The term of this Agreement shall commence on the date the Agreement is last executed by either party, and shall remain in effect until Host has completed all duties required under this Agreement to the satisfaction and acceptance by Beckman.

4. DUTIES OF BECKMAN

Beckman shall provide the following and be responsible for all related expenditures:

- Instructor and Conference Coordinator’s Travel Expenses
- Promotional brochure (provided electronically to Host contact for local distribution)
- Preparation of all Instructional materials
- Sign-in sheets
- Engagement Agreement
- Processing registrations for attendees and lab assistants
- Instructor and Conference Coordinators fees
- Instruction for all participants and lab assistants in attendance
- ASHA/AOTA CEU pre-approval for Speech Pathologists and Occupational Therapists
- Evaluation Forms
- ASHA CEU record forms
- Certificate of Completion for all attendees

- Conference content development, planning and evaluation
- Confirmed number of registrants 4 days prior to scheduled conference
- Provide the following:
 - 22 non-latex gloves per participant
 - 2oz hand sanitizer per participant
 - One roll of paper towels per two participants
 - One-serving applesauce cup (4 oz.) per participant
 - One Beckman Oral Motor Assessment & Intervention manual per participant and lab assistant
 - One E-Z spoon per participant and lab assistant
 - One Beckman Professional Oral Probe(BPOP) per participant and lab assistant
 - Opportunity for attendees to be included in the Beckman Oral Motor Therapists List posted to www.beckmanoralmotor.com
 - Opportunity for attendees to join the Beckman Oral Motor Research Institute
 - Opportunity for attendees to serve as lab assistants at future Beckman Oral Motor Assessment and Intervention conferences

5. DUTIES OF HOST

5.1 Goodwill

Host will perform all duties with goodwill in a manner fostering a positive image of Beckman and the Scheduled Conference

5.2 Independent Contractor

Host shall render all services hereunder as an independent contractor and is not an agent of Beckman, whereby Host assumes all costs and risks for its actions hereunder. Nothing herein shall be construed to create or confer upon Host the right to make contracts or commitments for or on behalf of Beckman, nor in any way pledge the credit of Beckman.

5.3 Responsibilities

Host shall provide the following and be responsible for all related expenditures:

- Provide an accessible and appropriate facility for conducting the Scheduled Conference, with adequate seating based on the number of participants (maximum 74 classroom style setting), including 1 lab assistant chair for every 10 participants, registration table and 2 display tables.
 - **Coordinate a walk-through of the conference room with the conference Coordinator to be conducted the day prior to the start date of the conference**
 - **Provide entrance to the conference room at 6:30am the first day of the conference**
 - **Provide entrance to the conference room at 7:00am the second day of the conference**
- Provide adequate waste receptacles (recommend one per every 6 participants)
- **Provide the following audio/visual equipment and service:**
 - **LCD projector with means of connecting laptop computer and video camera**
 - **Screen or screens appropriate size for viewing by all participants**
 - **Hands-free wireless microphone system**
 - **Speakers for computer, DVD and microphone system**
 - **Audio/visual professional consultation day prior to start date of conference to check all equipment {during above walk-through}**

- **Audio/visual professional available on site at 7:00am the morning of the first day of the conference and available on call throughout the 2-day Conference**
 - Provide street address and directions to the facility
 - Recommends hotels that are close to the facility that can provide suitable lodging
 - **Provide beverages and snacks for mid-morning and mid-afternoon breaks each day**
 - Provide current contact information for the host facility coordinator(s)

6. HOST BENEFIT

This Agreement entitles the host facility to one (1) complimentary registration (\$500 value) for every twenty-five (25) paid registrations in consideration of completion of the responsibilities above. In addition, staff may attend the Conference at no additional charge if they have previously attended Beckman Oral Motor Assessment & Intervention Conference and agree to serve as lab assistants for the hands-on portions throughout the duration of the Conference.

7. TERMINATION

In the event of termination by Beckman, Beckman and Host are immediately released from all duties listed above. This Agreement can be terminated by Host with at least 90 days advanced notice.

8. ASSIGNMENT

This Agreement and the rights, benefits, duties, and obligations contained herein may not be assigned or otherwise transferred by either party without the express written approval of the other party, and any such assignment or transfer without prior approval will be null, void and without effect.

9. INDEMNITY

Beckman shall indemnify Host, its directors, officers, employees, attorneys, and agents from, and hold each harmless against a claim that the Conference directly infringes a U.S. copyright. Host shall indemnify Beckman, its directors, officers, employees, attorneys, and agents from, and hold each harmless against, any and all losses, liabilities, claims, damages or expenses incurred and arising out of or relating to the performance of Host's duties herein.

10. MODIFICATION

No waiver or modification of this Agreement shall be valid and enforceable unless such waiver or modification is in writing signed by both parties.

11. SEVERABILITY OF PROVISIONS

All provisions of this Agreement are severable. In the event any of them are held to be invalid by any competent court or other authority, this Agreement shall be interpreted as if such invalid provision was not contained herein.

12. FORCE MAJEURE

Neither Beckman nor Host shall be liable to the other for any failure to perform the obligations hereunder if such failure is due to fires, floods, strikes, work stoppages, accidents, wars, riots, insurrection, governmental actions, acts of God or any other such cause that is beyond the control of the party failing to perform. Beckman will make every attempt to reschedule the Scheduled Conference in whole or in part within 12 months.

13. GOVERNING LAW

This Agreement and the performance hereunder shall be governed by and construed in accordance with the substantive laws of the State of Florida. Host agrees to submit to the exclusive jurisdiction of state and federal courts within Seminole County Florida, for any claim, demand or suit that may arise in connection with this Agreement and Host specifically waives any objections or defense to venue and jurisdiction.

14. DISPUTE RESOLUTION

Any disputes under this Agreement not otherwise resolved between Beckman and Host within thirty (30) days from their first meeting, shall be determined and settled by arbitration in the City of Maitland, Florida, in accordance with the Commercial Rules of the American Arbitration Associates then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and legal counsel.

15. COMPLETE AGREEMENT

This Agreement, hereto, sets forth and constitutes the entire agreement of the parties with respect to the engagement of Host by Beckman and supersedes any and all other agreements oral or written between the parties. The parties further acknowledge that any representations that heretofore may have been made are if no effect and that neither party has relied on such representations in connection with this Agreement or the performance of services contemplated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into and executed this 20th day of March, 2024.

Beckman & Associates, Inc.

By: Debra Beckman

Host Company Name

By: Contact Name

Signature

Signature

Title: President

Title: _____

Date: _____

Date: _____

The individuals executing this document, by their above signatures, hereby affirm that they have the authority to legally bind the parties to this Agreement.