



Middlebury

PERFORMANCE AGREEMENT

This contract is for professional services on the engagement described below, made this day: _____ between the undersigned Middlebury College (Purchaser or the College) and _____ (Performer).

Campus Sponsor: _____

IN CONSIDERATION of the premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Performer agrees to furnish the Purchaser with services under the following terms:

1. Description of Engagement (the "Work"): _____
2. Location: _____
3. Day: _____ Date: _____
4. Show Time: _____ Arrival Time: _____ Length: _____
5. Fee: \$ _____. Payment shall arrive via mail two weeks after the performance.
6. Payment Delivery Instructions: _____
7. Other: _____
8. Accommodations, Transportation and Food: Unless otherwise noted below, the Performer is responsible for his or her own transportation, overnight accommodations, and food in conjunction with the Performance. The College will not supply any alcohol nor may alcohol be consumed on campus.

Transportation: Not Provided Provided, but limited to the following: _____

Accommodation: Not Provided Provided, but limited to the following: _____

Food: Not Provided Provided, but limited to the following: _____

9. Performance. The Performer agrees that all services shall be performed in conformance with professional standards for performing services of a similar kind. The Performer will be exclusively responsible for determining the means and methods for performing the Work. The Performer shall observe and abide by all applicable laws and regulations, including, but not limited to, those of the College relative to conduct on the premises.
10. Execution and Amendments. No student may bind Middlebury College to a contract. All contracts must be signed by an authorized representative of the College. The authorized representative, in signing this contract, does so as a duly authorized representative of the College and does not assume any personal liability for meeting the terms of the contract. This Agreement constitutes the entire agreement and understanding by and between the parties with respect to the subject matter herein referred to and supersedes all prior understandings and agreements. No change or modification to this Agreement shall be valid or binding unless the same is in writing and signed by both parties.

11. Impossibility. This is subject to proven detention by sickness, dangerous weather, accidents, accidents to means of transportation, Acts of God, or other legitimate conditions beyond the control of either party.
12. Termination.
 - a. Without Cause. Either Purchaser or Performer may cancel and terminate this contract and the services to be rendered without liability, with written notice to the other party at least twenty (20) days before the event.
 - b. With Cause. Either party may terminate this Agreement immediately for cause. For this purpose, "cause" means a material breach of this Agreement by the other party that is not cured within five (5) days of the receipt of notice of the alleged breach by the non-breaching party to the breaching party.
13. Responsibility. Performers are responsible for their equipment, personal property and the actions of their employees.
14. Insurance. The Performer shall carry, at his or her own expense, business insurance necessary to provide the Performer with reasonable coverage for foreseeable risks that may occur during the rendition of services pursuant to this Agreement. The Performer will provide the College with a certificate of insurance upon request. The Performer's coverage may be required to be no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 personal and advertising injury limits.
[Proof Required: Y/ N]
15. College Policies. Performers agree to abide by all Middlebury College policies.
16. Independent Contractor.
 - a. Neither Performer, nor any person assisting Performer in its obligations under this agreement, shall be deemed to be an employee of Middlebury College. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between Performer and Middlebury College. Neither Performer, nor any other person assisting Performer, shall be covered by an employee benefit program maintained by Middlebury College including, but not limited to, health insurance and worker's compensation benefits.
 - b. The Performer understands and agrees that it is an independent contractor. Performer represents that it has secured and shall maintain workers' compensation insurance coverage for its personnel. Performer shall indemnify and hold harmless the College from and against any and all costs, liabilities and damages arising out of or in any manner related to workers' compensation claims asserted against the College by the Performer's personnel. Upon request, Performer shall provide proof of insurance to the College prior to commencement of services under this Agreement.
17. No Authority. The Performer shall have no authority to take any action, create any obligation, make any commitment, incur any indebtedness, or enter into any agreement that binds the College. The Performer shall not in connection with any services provided to or on behalf of the College represent to any person or entity that the Performer is associated with the College in any capacity other than that of an independent contractor.
18. Indemnification. Performer agrees to defend, indemnify, and hold harmless Middlebury College, its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of Performer or Performer's failure to render services in compliance with this Agreement, including but not limited to any third-party claims relating to the Work, advertising, product liability claims or infringement of any trademark, copyright, patent, trade secrets or non-proprietary right of a third party (including, without limitation, defamation, libel, or violation of privacy or publicity).

