



# Middlebury

## SPEAKER AGREEMENT

This contract is for professional services on the engagement described below, made this day: \_\_\_\_\_ between the undersigned President & Fellows of Middlebury College (Purchaser) and \_\_\_\_\_ (Speaker).

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 Speaker agrees to furnish the Purchaser with services under the following terms:

1. Description of Engagement (the "Work"): \_\_\_\_\_
2. Location: \_\_\_\_\_
3. Day: \_\_\_\_\_ Date: \_\_\_\_\_
4. Fee: \$\_\_\_\_\_. Payment shall arrive via mail two weeks after the engagement.
5. Payment Delivery Instructions: \_\_\_\_\_
6. Other: \_\_\_\_\_

7. Accommodations, Transportation and Food: Unless otherwise noted below, the Speaker is responsible for his or her own transportation, overnight accommodations, and food in conjunction with the Speaking Engagement.

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:  
\_\_\_\_\_

8. 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.

9. 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.

10. Termination.

- a. Without Cause. Either Purchaser or Speaker 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.

11. Responsibility. Speakers are responsible for their equipment and personal property.

12. College Policies. The Speaker agrees to abide by all Middlebury College policies.

13. Independent Contractor.

- a. Speaker shall not 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

