

LIMITED ENGAGEMENT AGREEMENT

Notice: This Agreement is designed for the limited engagement of speakers, guest lecturers, performers or other individuals at nominal expense to Middlebury. It is to be used for engagements of an academic nature and a short duration presented to the Middlebury community. It is not designed for engagements that create a material risk of physical injury or property damage (including by way of example, but without limitation, engagements involving intense physical activity or the use of heavy or dangerous equipment, installations, scaffolding, suspended lights or cameras, or the erection of sculpture or sets). Because there are no insurance requirements in this Agreement, the Business Services Office must be consulted before this Agreement is used for any engagement other than those for which it is specifically designed as described above.

This Agreement is made by and between The President & Fellows of Middlebury College, a Vermont not-for-profit educational corporation ("Middlebury"), and _____ ("Speaker/Performer"), and is effective as of this ____ day of _____, _____.

For good and valuable consideration, the parties agree as follows:

1. ENGAGEMENT: Speaker/Performer will appear at [_____] on [_____] from [_____] to [_____] to _____.

(the "Engagement"). Additional Engagement details: _____

2. PAYMENT/TAXES: Middlebury will pay Speaker/Performer the sum of \$_____ by check in U.S. dollars net thirty (30) days after the Engagement. Middlebury may be required to withhold federal, state, or local income or other payroll taxes on behalf of Speaker/Performer. Contact Tax Department with any questions.

3. TRAVEL ARRANGEMENTS: Payment for Speaker/Performer's transportation, meals and accommodations is at the sole discretion of Middlebury. If Middlebury agrees to pay for Speaker/Performer's travel, Speaker/Performer will notify Middlebury of travel arrangements and time of arrival at least fourteen (14) business days prior to the Engagement. All such arrangements must be in conformance with Middlebury's Travel Policies and Procedures and Expense Policies and Procedures, as applicable, and Speaker/Performer is required to provide Middlebury with original receipts, for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made net thirty (30) days after the Engagement.

- Transportation [will][will not]¹ be paid by Middlebury. Limited to: _____
- Meals [will][will not] be paid by Middlebury. Limited to: _____
- Accommodations [will][will not] be paid by Middlebury. Limited to: _____

4. INDEPENDENT CONTRACTOR: Speaker/Performer will be participating in the Engagement as an independent contractor and not as an employee or agent of College. Speaker/Performer will be responsible in the event that Speaker/Performer's willful misconduct or gross negligence causes injuries to third persons. Middlebury shall be responsible for its actions or inactions.

5. BROADCAST/RECORDING: Middlebury may broadcast and/or record the Engagement by any means in any format and use such recordings for archival, academic and other non-commercial purposes in support of Middlebury.

¹ For each service, select whether Middlebury will or will not pay for such service. If unselected, the default will be that Middlebury is not paying for the service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

The President and Fellows of Middlebury College

[Speaker / Performer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Address: _____
