LIMITED ENGAGEMENT AGREEMENT

This Limited Engagement Agreement ("Agreement") is made by and between The President & Fellows of Middlebury College ("Middlebury"), and _____ ("Speaker/Performer"), and is effective as of this 20 day of January, 2027.

Campus Sponsor/Department: Bread Loaf Writers' Conferences

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:

1. **ENGAGEMENT:** Description of Engagement ("Engagement"): Participating as a faculty member during the Bread Loaf Writers' Conference, including hosting a workshop, meeting individually with students, and offering a reading.

   Location: Bread Loaf Campus

   Date: August 10 - August 21, 2027 Time: Daily Duration: 10 days

2. **PAYMENT/TAXES:** Middlebury will pay Speaker/Performer the sum of $ $12,000 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. Speaker/Performer agrees to report and pay all applicable taxes. Applicable tax forms must be completed by the Speaker/Performer before payment can be processed.

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 seven (7) business days prior to the Engagement. All such arrangements must be in conformance with Middlebury's Travel, Entertainment, and Expense Policy and Procedures, as applicable, and Speaker/Performer is required to provide Middlebury with a signed Business Expense Report, supported by original receipts, for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made net thirty (30) days after the Engagement.

   a. **Transportation**: ☑ Not Provided; ☐ Provided, but limited to the following: _____
   b. **Accommodation**: ☐ Not Provided; ☑ Provided, but limited to the following: Housing on the BL campus

c. **Food**: ☐ Not Provided; ☑ Provided, but limited to the following: Meals in BL dining hall

4. **INDEPENDENT CONTRACTOR:** Speaker/Performer will be participating in the Engagement as an independent contractor and not as an employee or agent of Middlebury. Speaker/Performer will be responsible in the event that Speaker/Performer's willful misconduct or gross negligence causes injuries to third persons. Middlebury is not responsible for any theft, loss, or damage to personal property or equipment that occurs outside of the Speaker/Performer's own negligence or lack of care. Middlebury shall be responsible for its own 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, and may be used in whole or in part without compensation to the Speaker/Performer.

   Middlebury shall own the exclusive rights to the broadcast/recording in connection with the Engagement, but not to the underlying intellectual property of the Speaker/Performer's contribution to it. Speaker/Performer retains rights to publish or use the content underlying the Engagement (e.g. written lecture, notes, handouts, or research) as they see fit.

6. **NO CONFLICTS/NON-INFRINGEMENT:**
   a. The Speaker/Performer represents and warrants that they are free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Speaker/Performer and any third party.
   b. The Speaker/Performer represents and warrants that the engagement will not infringe or violate the copyright, patent, trademark, trade secret, or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement.
   c. The Speaker/Performer represents and warrants that they have obtained copyright or similar permissions or licenses that may be necessary to perform the engagement and shall provide documentation to Middlebury of such permissions upon request.

7. **COVID-19 HEALTH AND SAFETY POLICY:**
   a. Only the Speaker/Performer(s) and any approved special guests (hereinafter collectively referred to as "Speaker/Performer(s) and Guests") may enter the College campus. Speaker/Performer(s) and Guests must be fully vaccinated for COVID-19 and have received their booster shot or have a valid religious or medical exemption before entering the College campus. Proof of a COVID-19 vaccination and booster must be submitted at least ten (10) days prior to event, or before Speaker/Performer(s) and Guests enter the College campus. Those with valid medical or religious exemptions must attest to such exemption. Speaker/Performer(s) and Guests are not permitted to come to campus under the following conditions:
      i. They have been exposed to someone with COVID-19 in the 14 days prior to arrival.
      ii. They are sick or have symptoms associated with COVID-19.
      iii. They have tested positive for COVID-19 within 10 days prior to arrival.
   b. Speaker/Performer(s) and Guests who have tested positive more than 10 days prior to arrival may come to campus only if they have recovered from COVID-19 as defined by the CDC.
   c. Wearing face coverings helps to further reduce the risk of COVID-19 infection and transmitting it to others. Therefore, regardless of vaccination status, Speaker/Performer(s) and Guests must follow the College policy on face coverings.

8. **FORCE MAJEURE:** Middlebury shall not be liable or responsible to Speaker/Performer, nor be deemed to have defaulted under or breached this Agreement, for delay or failure to perform its obligations under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of

Middlebury, including but not limited to: fire, floods, landslides, earthquakes, catastrophes, explosions, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, failure or default of public utilities or common carriers, national emergencies, natural disasters, governmental regulations, acts of God, pandemics, epidemics, diseases or public health emergencies of domestic or international concern, acts, omissions or delays in acting by any governmental authority, delay in transportation, including act or omission of carriers, death or illness of key personnel, delays or failure to perform by subcontractors, or similar causes or acts beyond its control and without its fault or negligence ("Force Majeure Event"). Middlebury shall provide Speaker/Performer with prompt oral and written notice of any delay or failure to perform that occurs by reason of Force Majeure. Middlebury will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure prior to scheduled engagement, and will promptly give written notice to Speaker/Performer when such Force Majeure Event has been terminated. If the Force Majeure Event will prevent the engagement from being conducted as scheduled, the parties will make all reasonable efforts to reschedule it. If rescheduling is impossible, both parties agree to terminate this Agreement with no further action or payment needed.

9. **USE OF NAME OR TRADEMARKS:** Speaker/Performer shall not use Middlebury's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of Middlebury.

10. **NO ASSIGNMENT:** The Speaker/Performer shall not assign or transfer this Agreement or any part hereof without prior written approval of Middlebury.

11. **APPLICABLE LAW/VENUE:** All disputes regarding the structure, interpretation, and the parties' obligations under this Agreement shall be governed by the laws of the State of Vermont, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be Addison County, Vermont.

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.

President & Fellows of Middlebury College

Signed: _____

Printed Name: Jason Lamb

Title: Coordinator, BL Writers' Conferences

Date: November, 20, 2026

Speaker/Performer

Signed: _____

Printed Name: _____

Date: _____

Email: _____

Phone: _____

Address: _____

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