

DRAFTERS NOTE:

This Agreement is designed for the limited engagement of speakers, guest lecturers, performers or other individuals at nominal expense to Wesleyan University. It is to be used for engagements of an academic nature and a short duration presented to the Wesleyan community.

It is not designed for engagements that create the significant potential for 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, Finance & Administration and/or the Legal Department must be consulted before this Agreement is used for any engagement other than those for which it is specifically designed as described above.

****DELETE THIS PAGE BEFORE SENDING TO SPEAKER/PERFORMER****



WESLEYAN UNIVERSITY
LIMITED ENGAGEMENT AGREEMENT

This Agreement, entered into as of _____, 20____ (the “Effective Date”) between Wesleyan University (“Wesleyan”) with an address of 55 High Street, Middletown, CT 06457 and _____ (“Speaker/Performer”) with an address of _____, represents specific agreements which will apply to the services listed below purchased by Wesleyan from Speaker/Performer. For good and valuable consideration, the parties agree as follows:

- 1. Engagement: Speaker/Performer will appear at _____ on _____ from _____ to _____ (hereinafter, the “Engagement”).

Additional Engagement Details: _____

- 2. Payment/Taxes: Wesleyan will pay Speaker/Performer the sum of \$_____ by check or ACH in U.S. dollars net forty-five (45) days after the Engagement. Wesleyan may be required to withhold federal, state or local income or other taxes on behalf of Speaker/Performer. If Speaker/Performer is not a U.S. citizen, they must submit immigration and work eligibility documentation and complete required forms at or before the execution of this Agreement and may be subject to Federal income tax withholding. Contact Wesleyan Finance & Administration with any questions. Payment will only be made if a valid form W-9 or applicable nonresident form has been provided to Wesleyan.

- 3. Travel Arrangements¹: Payment for Speaker/Performer transportation, meals and/or accommodations is at the sole discretion of Wesleyan which discretion can only be exercised in writing by an authorized representative of Wesleyan. If Wesleyan agrees to pay for Speaker/Performer’s travel related expenses, all such arrangements must comply with Wesleyan’s Travel and Expense policies and Speaker/Performer is required to provide Wesleyan with original receipts of actual expenses incurred.

- a. Transportation [will/will not] be paid by Wesleyan. Limited to: _____
- b. Meals [will/will not] be paid by Wesleyan. Limited to: _____
- c. Accommodations [will/will not] be paid by Wesleyan. Limited to: _____

- 4. Termination and Cancellation: Wesleyan may terminate this Agreement at any time at its discretion. Speaker/Performer will refund any and all deposits and forfeit any claim on the remainder payment. If Wesleyan terminates because of breach by Speaker/Performer of the terms hereof or of any rule applicable with respect to the Engagement, Speaker/Performer will refund all deposits and forfeit any claim on the remainder payment. Speaker/Performer agrees that its cancellation or postponement of the Engagement, unless permitted by Wesleyan in writing, may be considered a breach by Speaker/Performer of this Agreement and will refund any and all deposits and forfeit any claim on the remainder payment.

- 5. Indemnity: Speaker/Performer shall indemnify and hold harmless Wesleyan University, its officials and employees against any and all claims for loss, injury or damage to persons or property arising out of activities conducted by Speaker/Performer.

- 6. Compliance with Law: Speaker/Performer represents and warrants that it is, and the Engagement will take place in compliance with all relevant laws and regulations. All services rendered hereunder by Speaker/Performer shall be as an independent contractor, and this Agreement does not create a joint venture, partnership or employer-employee relationship between Wesleyan and Speaker/Performer. Speaker/Performer a) understands that Wesleyan is involved in contractual relationships with the State of Connecticut and b) had read and understands the provisions of Sections 4a-60 and 4a-60a of the Connecticut

¹ For each category of expense, indicate whether Wesleyan will or will not pay for the expense. If unselected, the default will be that Wesleyan will not pay for the expense.

General Statutes regarding nondiscrimination (the "Nondiscrimination Provisions"). As a required prerequisite to entering into this Agreement, Speaker/Performer understands and agrees to be bound by the terms of the Nondiscrimination Provisions.

7. Broadcast & Recording: Wesleyan may broadcast and/or record the Engagement by any means and in any format and use such recordings for promotion, marketing, archival, academic and other purposes in support of Wesleyan.
8. Choice of Law and Jurisdiction: The parties a) agree that the laws of the State of Connecticut shall govern this Agreement and b) submit to the exclusive jurisdiction of the courts of the State of Connecticut located in Middletown, CT.

Wesleyan University: _____ Date: _____

Speaker/Performer Signature: _____ Date: _____

Speaker/Performer Name (print): _____