

**Addendum to Existing Agreement for Service Provider**

This Addendum to Existing Agreement for Service Provider (the “Addendum”) is made the 24 day of October 2018, by and between Washington University in St. Louis (“University”) and \_\_\_\_\_ (“Service Provider”). University and Service Provider (collectively, the “Parties”) agree to be bound by the following terms and conditions:

1. This Addendum shall be considered an essential part of the attached contract (the “Contract”), pursuant to which Service Provider performs certain Services for University (“the Services”), and any applicable Rider between the Parties. The following terms shall be considered to be included in the terms of the Contract and, to the extent there is a conflict or discrepancy between the Contract, Rider and Addendum, the terms of the Addendum shall prevail over all others. All terms of the Addendum are specifically accepted by the parties hereto.
  
2. It is acknowledged that the relationship between the Parties is that of independent contractors, and in no event shall the relationship between the Parties hereto be interpreted or construed as that of employer/employee or principal/agent. Any provision to the contrary in the Contract shall be null and void.
  
3. Unless otherwise specified, Service Provider will be responsible for providing its own sound system if necessary. Description of additional needs (e.g., sound/lights, hospitality, travel, special equipment): \_\_\_\_\_
  
4. CANCELLATION. It is understood that the Contract is binding on both parties; it cannot be canceled except as follows:
  - a. The Contract may be canceled for any reason by either party at least thirty (30) days prior to the scheduled start-date of the performance of the Services (the “Event or Engagement”) upon written notice received by the other party. Notice of cancellation should be sent to:

If to University:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. FORCE MAJEURE. It is mutually agreed that inability to comply with any term of the Contract shall be excused if and to the extent caused by a Force Majeure event, which includes acts of God, strike, fire, earthquake, storm, flood, windstorm, riot, war, court injunction or order, delays by or acts or orders of any governmental body or changes in laws or government regulations, or any other similar cause(s) beyond the reasonable control of the party, and shall release both parties from their future respective obligations under the Contract, provided that (i) written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72 hours of the Force Majeure event; (ii) such party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay;

and (iii) additional expenses or other adverse financial conditions shall not be deemed an event of force majeure. Upon a Force Majeure event, the parties will make a good faith effort to reschedule the Services at a mutually agreeable date and time.

- c. It is agreed that if Service Provider is unable to furnish, produce and perform the scheduled Services *other* than as a result of Force Majeure, or if notice is not timely given as provided under this Paragraph 4:
  - i. University shall have the sole discretion to decide whether to attempt to reschedule the performance of Services at a date and time agreeable to both Parties or to cancel the performance of Services.
  - ii. Service Provider assumes all liability and responsibility for all costs of canceling or rescheduling the performance of Services. If the University has incurred any expenses in arranging for or promoting the Event or Engagement, including in University's obligations under a Rider, Service Provider shall reimburse the University for all such costs upon proof of expense and shall also pay the University any guaranteed fees heretofore specified.
- d. In the event that Service Provider encounters an unforeseeable delay that will cause Service Provider to arrive after the scheduled start time of the Event or Engagement, Service Provider shall contract the University contact person to advise him/her of such. If Service Provider has neither arrived nor contacted the University contact person by the start time, Service Provider will be deemed to have cancelled without notice. University reserves the right to prorate and/or adjust the compensation for undue delays by Service Provider and any or all of his/her/its employees or representatives. The Parties hereby acknowledge that timely performance is of the essence.

#### 5. MUTUAL INDEMNIFICATION OF THIRD PARTY CLAIMS.

- a. Service Provider hereby indemnifies and holds the University, as well as its respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against the University or any of the foregoing in connection with or as a result of any claim for injury, damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Contract and the services provided thereunder, which claim results from the negligence of Service Provider.
- b. The University hereby indemnifies and holds Service Provider, as well as its respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Service Provider or any of the foregoing in connection with or as a result of any claim for injury, damage, or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Contract and the services provided thereunder, which claim results from the negligence of the University.

#### 6. INJURY OR PROPERTY LOSS OR DAMAGE.

- a. Service Provider acknowledges that his/her/its employees, agents or invitees' presence on and use of University facilities or property is at its/their own risk and is not the responsibility of University or University insurance coverage.

- b. The University is not liable for any damage to, or loss of any equipment of the Service Provider, which is not solely caused by intentional or negligent acts of the University, before, during or after the performance of services.
- c. Service Provider shall promptly, upon demand, reimburse University for any loss of, or the expense of, repairs or any damage to University property resulting from Service Provider's use of University property and facilities.

#### 7. INSURANCE.

- a. Service Provider agrees to maintain Comprehensive General Liability insurance, through a reputable carrier, and Worker's Compensation insurance, if applicable, for Service Provider, and his/her/its employees and agents. Service Provider will name Washington University in St. Louis as an additional insured and provide University with satisfactory proof of insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (or limits deemed adequate for the Event or Engagement) prior to the Event or Engagement Date. Service Provider shall immediately notify University in writing of any lapse, cancellation or modification of the insurance coverage required herein.
- b. Should Service Provider not maintain the above insurance or limits adequate for the Event or Engagement, Service Provider shall notify the University in writing no less than ten (10) days in advance of the Event or Engagement, and the University will attempt to bind coverage for the Event or Engagement. Service Provider's compensation will be reduced by any premiums charged to University by the carrier. If University's carrier will not cover the Event or Engagement and Service Provider does not carry its own coverage, Service Provider, at University's discretion, may not be allowed to participate in the Event or Engagement. If Service Provider is not allowed to participate in the Event or Engagement under this subparagraph 7.b, Service Provider shall be deemed to have cancelled without notice.

8. **ALCOHOL/DRUGS.** It is understood and agreed that the consumption of alcoholic beverages or non-prescription drugs by Service Provider or his/her/its employees, agents, or invitees on University premises before, during, or after the Event or Engagement is in violation of University policy, and may result in the immediate termination of the Contract, with no liability to the University.

9. **CHANGES TO CONTRACT LANGUAGE.** Any additions, deletions or amendments made to this Addendum, the attached Contract and its riders must be initialed or submitted in writing and signed by both Parties to be valid and take effect.

#### 10. INTELLECTUAL PROPERTY.

- a. Unless the University, in its discretion, has given express advance written consent, University trade names, trademarks, nicknames, symbols, logos, or images are not permitted to appear in Service Provider's materials, on Service Provider's websites, or other communications. **Each specific use** of the trademarks by Service Provider must receive express prior written authorization and approval from the University Office of Public Affairs. To obtain written authorization for each intended use, the Service Provider or its authorized representative will contact Jill Friedman, Vice Chancellor for Public Affairs, at [jill.friedman@wustl.edu](mailto:jill.friedman@wustl.edu), or Karen Daubert, Director of Product Licensing, at [licensing@wustl.edu](mailto:licensing@wustl.edu), and provide a list of the Service Provider's registered instances of use.
- b. Service Provider warrants that the scheduled Event or Engagement under the Contract will not infringe upon the intellectual property rights of any third party.

- c. No performance or program, or any part thereof is to be reproduced by the University, including but not limited to reproduction by broadcasting, videotaping, or tape recording without the written permission of the Service Provider. Service Provider is similarly prohibited from reproducing a performance, program, Event or Engagement held on the University campus without the written permission of the Office of Public Affairs at the University.
- d. The University shall NOT be responsible for preventing third parties, including University students, from recording and/or photographing the Event or Engagement.

**11. COMPENSATION AND TAX IDENTIFICATION.**

- a. Service Provider will be paid by University check following its performance of the services to be rendered under the Contract.
- b. Service Provider must provide the Federal Employer Identification Tax Number (FEIN) or Social Security Number (SSN) for the Service Provider. Failure to provide this information as part of the Addendum may result in a delay of payment for the services.
- c. If the Service Provider is to be reimbursed for certain expenses identified in the Contract or in this Addendum, the University must receive documentation of paid invoices no later than sixty (60) days following the Event or Engagement. If University does not receive sufficient documentation within sixty (60) days, the University will not be obligated to reimburse such expenditures.

**12. CHOICE OF LAW.** This Addendum and the attached Contract shall be governed by, and construed in accordance with, the laws of the State of Missouri. The parties agree that any dispute shall be resolved in the Circuit Court of the County of St. Louis, Missouri, and the parties stipulate to the jurisdiction and venue of such court.

The terms and conditions of this Addendum are hereby agreed upon by the following:

**Washington University in St. Louis:**

**Service Provider:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_