

Washington University in St. Louis – Department of Campus Life Contract Addendum for An Existing External Contract Between Washington University in St. Louis (“University”) and _____ (“Speaker/Artist/Agency”).

1. This contract addendum (the “Addendum”) shall be considered an essential part of the attached contract (the “Contract”) and any applicable Rider between the above-referenced parties (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. CANCELLATION. The Contract may be canceled for any reason by either party at least thirty (30) days prior to performance upon written notice received by the other party. Notice of cancellation by Speaker/Artist should be sent to _____ of Campus Life.
 - The University will send written notice of cancellation to the representative previously identified by Speaker/Artist in the Contract.
 - It is agreed that if Speaker/Artist is unable to furnish and produce the aforementioned performance as provided for in the Contract and the performance must be canceled or rescheduled because of the unavailability of the referenced Speaker/Artist, other than an Act of Force Majeure, Speaker/Artist assumes all liability and responsibility for all costs of canceling or rescheduling the performance and if the University has incurred any expenses in arranging for the performance, Speaker/Artist shall reimburse the University for all such costs upon proof of expense and shall also pay the University any guaranteed fees heretofore specified.
4. FORCE MAJEURE. It is mutually agreed that inability to comply with any term of this Agreement or any Rider attached hereto 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 this Agreement, 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 Scheduled Performance; (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 Scheduled Performance as set forth above at a mutually agreeable date and time.

5. **MUTUAL INDEMNIFICATION.** Speaker/Artist 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 engagement, which claim results from the active and willful negligence of Speaker/Artist. The University hereby indemnifies and holds Speaker/Artist, as well as his 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 Speaker/Artist 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 engagement, which claim results from the active and willful negligence of the University. The University is not liable for any damage to, or loss of any equipment of the Speaker/Artist, which is not caused by intentional or negligent acts of the University before, during or after the performance.
6. **INSURANCE.** The University shall keep in force and effect during the engagement Commercial General Liability, Property and Workers' Compensation insurance to protect the University and its interests. Speaker/Artist and his/her authorized representative shall be solely responsible for purchasing and maintaining his/her own insurance coverage for the engagement. Speaker/Artist and his/her authorized representative shall not be named as an additional insured under the University's Commercial General Liability policy unless the University can be mutually named as an additional insured under Speaker/Artist's and his/her authorized representative's Commercial General Liability policy with comparative limits.
7. **ALCOHOL/DRUGS.** It is understood and agreed that the consumption of alcoholic beverages or non-prescription drugs by Speaker/Artist on University premises before, during or after the performance is in violation of University policy, and may result in the immediate termination of the Contract, with no liability to the University.

8. 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.
9. AUTHORIZED REPRESENTATIVE - UNIVERSITY. The University representative signing this Addendum and the Contract certifies that he/she signs as the properly authorized representative of the University and does not assume personal liability for meeting the terms of this Addendum or the Contract.
10. AUTHORIZED REPRESENTATIVE – SPEAKER/ARTIST. If this Addendum and/or the attached Contract are signed by someone other than Speaker/Artist, the person signing expressly warrants that he/she is authorized to execute this Addendum and the attached Contract for Speaker/Artist for this engagement at the time and location specific
11. INTELLECTUAL PROPERTY. 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 Speaker/Artist’s materials, on Speaker/Artist’s websites, or other communications. **Each specific use** of the trademarks by Speaker/Artist must receive express prior written authorization and approval from the University Office of Public Affairs. To obtain written authorization for each intended use, the Speaker/Artist or his/her authorized representative will contact Jill Friedman, Vice Chancellor for Public Affairs, at jill.friedman@wustl.edu, or Karen Daubert, Director of Product Licensing, at licensing@wustl.edu, and provide a list of the Speaker/Artist’s intended instances of use.
12. TAX IDENTIFICATION. Speaker/Artist must provide, within ____ days prior to the performance, the Federal Employee Identification Tax Number (FEIN) or Social Security Number (SSN) for the Speaker/Artist. Failure to provide this information in a timely manner may result in a delay of payment for the performance.
13. COMPENSATION.
 - a. In exchange for the Speaker/Artist services and obligations described herein, University shall compensate Speaker/Artist in the amount of _____, via University check made payable to (S.S.N. or FEID No. _____) according to the terms herein.
 - b. The payment is all-inclusive of travel and lodging and will be subject to the State of Missouri Entertainment tax if applicable.
 - c. Advance payment, posting of bonds, and/or the payment of deposits is contrary to University policy and therefore will not apply to this Addendum and/or the attached

Contract. All payments hereunder will be made by University check within ten (10) business days of the Scheduled Performance.

- d. If the Speaker/Artist is to be reimbursed for certain expenses identified herein, the University must receive documentation of paid invoices no later than sixty (60) days following the Scheduled Performance. If the University does not receive sufficient documentation within sixty (60) days, the University will not be obligated to reimburse said expenditures.

- 14. CHOICE OF LAW. This Addendum and the attached Contract shall be interpreted pursuant to the laws of the State of Missouri.

IF A SPEAKER OR PERFORMER, PLEASE NOTE THE FOLLOWING:

- 15. PERMIT AND VISA STATUS. Speaker/Artist is responsible for obtaining all necessary U.S. work permits and visas for the performance by the performance date. In the absence of evidence that the Speaker/Artist has the required permits and visas, the University is under no obligation to host and/or pay for the performance.
- 16. TICKETS. Within ____ days prior to the performance, Speaker/Artist must provide a list of names of the individuals who are to receive complimentary tickets to the performance.

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

Washington University in St. Louis:

Speaker/Artist/Agency:

By:

By:

Signature:

Signature:

Title:

Title:

Date:

Date:
