

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. 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.

- 4. 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.
  
- 5. 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.
  
- 6. CHOICE OF LAW. This Addendum and the attached Contract shall be interpreted pursuant to the laws of the State of Missouri.

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:

\_\_\_\_\_

\_\_\_\_\_