

Addendum to Existing Off-Campus Event Agreement

This Addendum to Existing Off-Campus Event Agreement (the “Addendum”) is made the ____ day of _____, 20__, by and between Washington University in St. Louis (“University”) and _____ (“Venue”). University and Venue (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”) 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. CANCELLATION.
 - a. The Contract may be canceled for any reason by either party at least thirty (30) days prior to the event upon written notice received by the other party. Notice of cancellation should be sent to:

If to University:

If to Venue:

- 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 event at a mutually agreeable date and time.

4. LIABILITY AND MUTUAL INDEMNIFICATION.

- a. Venue 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 Venue.
 - b. The University hereby indemnifies and holds Venue, 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 Venue 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 Contact and the services provided thereunder, which claim results from the negligence of the University.
 - c. The University is not liable for any damage to, or loss of any equipment of the Venue, which is not solely caused by intentional or negligent acts of the University, before, during or after the event.
5. **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. Venue and its authorized representative shall be solely responsible for purchasing and maintaining its own insurance coverage for the engagement. Venue and its 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 Venue's and its authorized representative's Commercial General Liability policy with comparative limits.
6. **ALCOHOL.** If the Venue will be providing alcohol as part of the event, it shall agree to the following conditions:
- a. **Food and Beverages**
 - i. No hard alcohol may be served during the event. Beer and wine are the only alcoholic beverages permitted at the event.
 - ii. Non-alcoholic beverages, including water, and non-salty foods must be free of charge to attendees, visible, readily available and replenished throughout the entire event. Student organizers may purchase the required food and non-alcoholic beverages from Venue or Venue must allow student organizers to bring outside food and non-alcoholic beverages into the Venue.
 - iii. Beverage containers must distinguish between alcoholic and non-alcoholic beverages.
 - iv. The sale of alcohol may not be a fundraiser for the student organizers.

b. Carding and Distribution of Alcohol

- i. Missouri laws prohibiting the service of alcohol to minors must be strictly enforced, and proper identification must be required.
- ii. Distribution of alcohol is only permitted through Venue or a third party vendor with a valid liquor license. Third party server(s) from the venue or a third party vendor must always be present if alcohol is being served; alcohol at the point of distribution cannot be left unattended in the event space.
- iii. University student identification, with valid driver's licenses or state/federal issued identification cards, must be checked by a security guard at the point of entrance into the event. The line for admission should be in a well-lit area and well organized. A responsible contact from the student organizers must remain at this location throughout the event to monitor compliance with these conditions.
- iv. Color-coded wristbands must be distributed by Venue or by Security to all attendees, with different colors distinguishing those underage attendees and those who are of legal drinking age.
- v. Service of alcohol to attendees who are visibly intoxicated is strictly prohibited.
- vi. Venue may serve event attendees of legal age only one serving of alcohol at a time. One serving of beer constitutes 12 ounces, and one serving of wine constitutes 5 ounces.
- vii. Service of alcohol at the event must stop no later than one half-hour before the finishing time.
- viii. Fake IDs are to be confiscated by Security and turned over to the University. Fake IDs are not to be given to the student organizers.
- ix. Venue is not allowed to serve event attendees outside of the designated event location until after the event concludes.

7. 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.

8. 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 Venue's materials, on Venue's websites, or other communications. **Each specific use** of the trademarks by Venue must receive express prior written authorization and approval from the University Office of Public Affairs. To obtain written authorization for each intended use, the Venue or its 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 Venue's registered instances of use.
- b. Venue warrants that the scheduled event under the Contract will not infringe upon the intellectual property rights of any third party.

9. **TAX IDENTIFICATION.** Venue must provide the Federal Employer Identification Tax Number (FEIN) for the Venue. Failure to provide this information as part of the Contract of this Addendum may result in a delay of payment for the event.

10. **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:

Venue:

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____