

Northwestern University

Northwestern University, McCormick School of Engineering 12-month Events Rider

Notwithstanding anything to the contrary in the agreement (the “**Agreement**”) between Northwestern University, McCormick School of Engineering (“**Northwestern**”) and [Insert Name of Vendor in Agreement] (“**Vendor**”), Northwestern and Vendor hereby agree to the following terms of this rider (this “**Rider**”) in connection with event(s) described in the Agreement (“the **Event**”) until _____, 202_ (“**term**”) described in the Agreement (the “**Event**”):

Cancellation. Northwestern may cancel the Event and terminate the Agreement, with or without cause, and without any further liability or obligation to Vendor, upon thirty (30) days prior written notice to Vendor.

Indemnification. Vendor shall indemnify, defend, and hold harmless Northwestern, and its trustees, officers, agents, and employees from and against any and all claims, demands, suits, proceedings, damages, liabilities, losses, fines, costs and expenses (including reasonable attorneys’ and professionals’ fees and court costs), including each of the foregoing imposed by law (collectively, “**Claims**”), arising out of or relating to any damage to property, personal injury or death caused by any acts or omissions of Vendor or any of its Personnel (as defined below) in connection with the Event or the services provided under the Agreement; provided, however, that nothing in this Section shall require Vendor to indemnify Northwestern against any Claim to the extent such Claim results from the negligence or willful misconduct of Northwestern.

Limitation of Liability. EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS OR REVENUE, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THE AGREEMENT SHALL NOT APPLY TO: (a) VENDOR’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR ANY BREACH THEREOF; OR (b) A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, OR ANY OTHER LIABILITY THAT MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

Insurance Requirements. Prior to rendering any services under the Agreement, Vendor shall procure and maintain (at its sole expense) the following insurance: (a) comprehensive general liability and professional liability covering bodily injury (including death), personal injury, property damage and the allegation of professional malfeasance in the arrangement of insurance coverage pursuant to this Agreement in an amount not less than \$3 million per each occurrence; (b) automobile liability in an amount not less than \$1 million combined single limit; (c) statutory workers’ compensation insurance, (d) employer’s liability in an amount of not less than \$500,000, and (e) to the extent alcohol will be served at the Event, liquor liability or dram shop insurance in an amount of not less than \$3 million per each occurrence. Vendor shall furnish Northwestern with a certificate of insurance outlining the coverages above. Northwestern, and its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under all coverages with the exception of workers compensation and professional liability, if applicable. The additional insured coverage shall apply on a primary basis and any insurance carried by Northwestern will be excess only and will not contribute with Vendor’s insurance. All policies shall waive rights of subrogation against Northwestern. Insurance shall be placed with reputable insurers with a Best’s rating of A- or better. The insurance limits required in this Section are to be considered as minimum requirements and shall in no way limit the liability of Vendor hereunder.

Alcohol Provision. To the extent alcohol will be served at the Event, the Vendor shall, and shall cause its affiliates, employees, agents and subcontractors engaged to provide such services in connection with the Event (collectively, “**Personnel**”) to: (a) provide all security and bar staff for the Event; (b) check the identification of all Event guests / participants who request or purchase alcohol; (c) ensure that alcohol is not served to Event guests / participants under age 21; and (d) make food available throughout the duration of the Event (soda/snack machines alone are not acceptable).

Students. To the extent any Northwestern students will be in attendance at the Event, Vendor must ensure that: (a) non-alcoholic beverages are provided to students at a cost of \$1 or less at each cash bar or partially subsidized Event; (b) non-alcoholic beverages are provided to students free of charge at each open bar Event; and (c) the Event lasts no longer than 5 hours and individuals are not over-served for any Event where alcohol will be served.

Governing Law; Dispute Resolution. The Agreement, including this Rider, shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. The Parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this Agreement. All disputes relating to the Agreement, including this Addendum, not resolved between the parties shall be resolved by binding arbitration administered exclusively by the International Institute for Conflict Prevention & Resolution in accordance with its arbitration rules. The place of arbitration shall exclusively be Chicago, Illinois.

Tax Exempt. Vendor acknowledges that Northwestern is a tax-exempt entity and will not be responsible for payment of taxes from which it is exempt at the time such taxes are levied or assessed. Upon Vendor's request, Northwestern will provide Vendor with a certificate of tax exemption.

Order of Precedence. This Rider shall be deemed a part of, and is hereby incorporated by reference into, the Agreement. The Agreement, including this Rider, contains the entire agreement between the parties relating to the subject matter thereof and hereof, and supersedes all prior oral or written agreements and understandings between the parties. In the event of any conflict between this Rider and the Agreement, the terms of this Rider shall control.

Counterparts. This Rider may be executed and delivered in two or more counterparts, each of which will be considered an original, but all of which taken together will constitute one and the same instrument. Exchange and delivery of executed counterparts to this Rider by facsimile or .pdf copies or other electronic means will constitute legally enforceable original documents.

AGREED TO AND ACCEPTED BY:

Northwestern University

Vendor

Signature

Signature

Name

Name

Title

Title

Date

Date