

NEW YORK INSTITUTE OF TECHNOLOGY
Addendum – Venue and Catering

This Addendum is attached to, and made a part of, the Agreement, dated enter current date (month, date, year).for the event taking place on enter event date (month, date, year) (together with this Addendum and the Order, as defined below, the “Agreement”), between New York Institute of Technology (“NYIT”) and name of Company/Catering Hall/Venue.(“Supplier”). In the event of any conflict, ambiguity or inconsistency between this Addendum and any other provision of this Agreement, the terms and conditions of this Addendum shall govern.

1. Termination. NYIT may terminate the Agreement and cancel the Event without liability to Supplier at any time before the Event, and recover all prepaid fees, charges and other amounts if:

(a) any construction, repairs or remodeling being, or to be, performed in the Facility prior to or during the period of the Event shall, in NYIT’s business judgment, interfere in any material way with the Event;

(b) Supplier undergoes a change in control, changes its management company, ceases to operate under its name as of the date hereof, or Supplier files for bankruptcy or protection under insolvency or other similar laws, or the Facility is the subject of a foreclosure proceeding, of any of which events Supplier shall inform NYIT in writing within ten days following Supplier’s knowledge thereof; NYIT shall not be required to give any advance notice to Supplier to exercise its right to terminate hereunder;

(c) Supplier breaches any of its obligations under this Agreement, in which event NYIT shall not be required to give any advance notice to Supplier to exercise its right to terminate hereunder.

2. Insurance. Supplier shall maintain and keep in effect through the period of the Event insurance, naming NYIT as an additional insured, covering all public and private space at the Facility, issued by a nationally-recognized insurance company, licensed to provide insurance in the state where the Facility is located, covering (a) general liability covering property damage and personal injury, including death, in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate; (b) automobile liability, in an amount not less than \$1,000,000 per occurrence; and (d) workers’ compensation in statutory required amounts, including employer’s liability of \$1,000,000. If alcoholic beverages are served, Supplier shall maintain and keep in effect through the period of the Event liquor liability coverage in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate. Supplier shall deliver one or more certificates of insurance evidencing the foregoing insurance coverages and naming NYIT as an additional insured upon NYIT’s request.

3. Compliance with Law; Security. Supplier shall, and shall cause its employees and agents to, comply with all applicable laws, rules, regulations and ordinances in connection with the Facility and the Event, including, without limitation, the Americans with Disabilities Act, local, state and federal fire, safety and building codes, and laws with respect to the serving of alcoholic beverages. Supplier shall maintain adequate policies and procedures addressing fire and other safety issues. NYIT may, at any time, upon reasonable prior notice, inspect the Facility and review Supplier’s fire, safety and security alarm systems and written emergency procedures. NYIT shall use reasonable efforts to identify and communicate to Supplier in advance any special needs of disabled guests. Supplier shall identify resources of which it has knowledge to provide auxiliary aids/services required by the ADA.

4. Indemnification. Supplier, on the one hand, and NYIT, on the other, (in such capacity, an “indemnifying party”) agrees to indemnify, defend and hold harmless the other, and its partners, directors, trustees,

officers, employees, agents and representatives (and, in the case of Supplier, other persons associated with NYIT) (collectively, "indemnified parties"), from and against all claims, causes of action, liabilities, losses, damages and expenses, including reasonable attorneys' fees and the allocable costs of in-house counsel, suffered or incurred by an indemnified party as a result of (a) bodily injury, death, or damage to tangible personal property, to the extent caused by the negligence or willful misconduct of an indemnifying party or any of its employees, agents or representatives, including Suppliers and suppliers engaged by it, in connection with the Event, or (b) any violation of applicable law, rule, regulation or ordinance by the indemnifying party or any of its employees, agents or representatives, including Suppliers and suppliers engaged by it.

5. Cancellation Fees. NYIT will not be liable for any cancellation fees or liquidated damages if it cancels the Event or terminates the Agreement before the Event (i) as set forth in Sections 1 or 6 or (ii) if within one year following the date on which the Event was to have occurred, NYIT books with Supplier, subject to availability, an event of similar size and such event is not cancelled by NYIT other than for reasons described in Sections 1 or 6. In any such case, prepaid deposits and other fees and charges with respect to the original Event shall be promptly refunded, or applied to, such future event at the time such booking is made. In any event, NYIT shall not be liable for cancellation and related fees in respect of rooms that are resold by Supplier or otherwise unavailable to guests for any reason at any time during the Event.

6. Miscellaneous.

The performance of the Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes or threat of strikes, other than strikes by Supplier employees, which shall not relieve Supplier of any of its obligations hereunder, civil disorder, acts of terrorism, curtailment of transportation facilities, or any other similar unanticipated event beyond the parties reasonable control within a 25-mile radius of the city in which the Supplier is located or in the countries/states/provinces or origin of the event attendees that prevents at least 40% of such attendees from arriving for the first night of the Event, or that makes it commercially impracticable, illegal, or impossible to hold the Event. Either party may terminate the Agreement, and cancel the Event, without any liability therefor under any such circumstances upon written notice to the other.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized agents, as of the date first set forth above.

NEW YORK INSTITUTE OF TECHNOLOGY

By: _____

Enter name of Vice President, Provost or President and Title

Enter name of Company/Catering Hall/Venue

By: _____

Name: Enter name of authorized person

Title: Enter title of authorized person |