

## University Addendum

**RE: ADDENDUM TO THE AGREEMENT BETWEEN \_\_\_\_\_  
("THE VENDOR") AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS,  
ACTING FOR AND ON BEHALF OF UNIVERSITY OF ARKANSAS, FAYETTEVILLE ("THE  
UNIVERSITY") Dated the \_\_\_\_\_ day of \_\_\_\_\_,**

Notwithstanding any other terms and conditions of the Agreement, the parties hereby agree as follows. **In the event of a conflict between this Addendum and any other terms and conditions of the Agreement, the terms of this Addendum shall control.**

**1. Liability**—Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

**2. Governing Law and Venue**—The laws of the State of Arkansas govern this Agreement. The place of execution and venue governing the Agreement is Washington County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the Agreement shall be determined in Washington County, Arkansas.

**3. Sovereign Immunity**—The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to this Agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands or actions, the University agrees that: (a) it will cooperate with the Vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the Vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the Agreement. Nothing in the Agreement between the Vendor and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

**4. Attorney's Fees**—Neither party shall be liable to the other for any payment of attorneys' fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the Agreement.

**5. Collection of Fees**—Pursuant to Arkansas Code Annotated § 19-11-224, no account or amount due under the Agreement shall be deemed past due and no right of collection,

late fees, charges or interest shall accrue until after sixty (60) days past the date such account or amount is due and payable under the terms of the Agreement.

**6. Notice**—Notice to the University required or permitted by the Agreement shall be effective upon receipt. In addition to any notice provisions specified in the Agreement, all notices, requests and other communications required or permitted to be sent under the Agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas, Fayetteville  
Attn: Office of General Counsel  
1125 West Maple Street  
421 Administration Building  
Fayetteville, Arkansas 72701  
Fax: 479-575-5046

**7. Confidential or Proprietary Information**—To the extent any provision in the Agreement restricts dissemination of confidential or proprietary information by the University, it shall not be construed to prohibit disclosure of such information to comply with a request by valid subpoena, court order or other applicable law.

**8. Binding Arbitration**—Any agreement to submit to binding arbitration is canceled, superseded and revoked by this Addendum.

**9. Mitigation of Cancellation Fees** - In the event that University cancels, Vendor agrees to use reasonable efforts to secure an alternative event for the dates of University's reservation. Should Vendor secure an alternative event on these dates, any revenues received, less reasonable costs of securing the event, will be credited against the cancellation fee.

**10. General Liability Insurance** – As an entity of the State of Arkansas and, therefore, entitled to sovereign immunity, the University of Arkansas does not maintain commercial or general liability insurance. A general liability claim against the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, may be presented to the Arkansas State Claims Commission for the Commission to hear and rule on the claim in accordance with the terms of Arkansas Code Ann. § 19-10-201, et seq. Payment of damages determined at the conclusion of this process, if any, would be paid by University. Notwithstanding the foregoing, nothing in this provision shall be deemed or construed as a waiver of any immunities or defenses to any claim that may be legally available to University.

**11. Amendment to the Agreement**—To the extent any prior agreements, negotiations, representations or any provision of the Agreement contradict or otherwise conflict with the terms or conditions of this Addendum, such provisions are canceled, superseded and revoked. The Agreement shall not be otherwise altered or amended other than an agreement in writing signed by the parties hereto.

This Agreement shall be effective upon the date last signed by authorized representatives of the respective parties. In order to facilitate the execution of this Agreement, the parties may execute the Agreement via facsimile or e-mail attachment.

Entered into this \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

**THE UNIVERSITY:**

**VENDOR:**

**BY:** \_\_\_\_\_  
[Title]

**BY:** \_\_\_\_\_  
[Title]

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_