

or purpose for the Hotel reservations (“Force Majeure Event”). This cancellation without penalty for a Force Majeure Event is effective upon written notice from one party to the other. Hotel shall refund the University any amounts paid to Hotel within ten (10) business days of the date either party provides written notice of cancellation under this section.

9. Cancellation. In the event the University cancels some or all of its reservations for a reason other than a Force Majeure Event or Hotel’s breach of this Agreement, Hotel agrees to use reasonable efforts to resell rooms in the University’s room block (if the Agreement includes the booking of rooms) and book an alternative event for the meeting room(s) (if the Agreement involves the booking of such an event); and any revenues received, less reasonable costs of resale, shall be credited against the damages/fees owed by the University to Hotel for the cancellation. Prior to billing and payment, Hotel must submit to the University a copy of Hotel’s city ledger or daily report showing the rooms that were not resold and were available for sale. Hotel agrees that after receipt of this payment it will not seek additional damages for not utilizing the full room block or any other Hotel services or amenities.

10. Insurance. Any provisions stating that the University shall purchase liability insurance are hereby deleted in their entirety. As an entity of the State of Arkansas and therefore entitled to sovereign immunity, the University does not maintain commercial or general liability insurance.

11. Alcohol. Alcoholic beverages may not be purchased with state or federally appropriated funds. Therefore, the University shall not be responsible for payment for any alcoholic beverages served at the event, if applicable.

12. Anti-Boycott Israel Notice. In accordance with Ark. Code Ann. § 25-1-503, Hotel hereby certifies to University that Hotel (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this Agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Hotel breaches this certification, University may immediately terminate this Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

13. Intellectual Property. At all times and for all purposes, each party to this Agreement shall retain ownership to its intellectual property, including, without limitation, all trade names, trademarks, service marks, logos, slogans, images, trade dress, uniforms, mascots, symbols or other indicia of intellectual property (collectively, “IP”). Neither party may use any IP belonging to the other party without the other party’s prior written consent from the undersigned representatives. The fact that the parties have entered into this Agreement shall not give either party a license or other right to use the IP of the other party without the other party’s written permission.

14. Performance Based Standards. Pursuant to Ark. Code Ann. § 19-11-267, Hotel represents that, consistent with industry standards and throughout the duration of this Agreement, represents that Hotel has (a) purchased and will maintain sufficient insurance coverage; (b) that all products and services provided hereunder will be in good working order and safe and fit for the purpose for which they are intended; (c) it will comply with all applicable federal, state and local laws and ordinances; (d) perform this Agreement in a professional manner; and (e) possesses all required permits, certificates and licenses necessary to perform this Agreement.

15. 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.

THE UNIVERSITY:

THE HOTEL:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____