

Governmental Entity Addendum

This Governmental Entity Addendum (the “Addendum”) is entered into as of the last signature date below (the “Addendum Effective Date”), by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its _____ (“University”), and

_____ (“Hotel/Conference Center/Venue”), each a “Party” and collectively, the “Parties”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PRELIMINARY. This Addendum amends and is an integral part of that certain agreement and all exhibits and schedules between the Parties attached hereto and incorporated herein by reference, including all documents incorporated therein by reference (collectively, the “Main Agreement”). In the event of any conflict, inconsistency or discrepancy between the Main Agreement and this Addendum, this Addendum shall govern. The term “_____” as used in the Main Agreement shall mean University, as defined above. The Main Agreement, as amended by this Addendum, is hereinafter referred to as the “Agreement”.

2. UNIVERSITY A GOVERNMENTAL ENTITY. Hotel/Conference Center/Venue acknowledges that University is a governmental entity subject to the Utah open records law known as the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 *et seq.*, as amended (“GRAMA”), and that certain records within University’s possession or control, including without limitation, the Agreement, may be subject to public disclosure. University hereby informs Hotel/Conference Center/Venue that any person or entity that provides University with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to University, *with the record*, a written claim of business confidentiality *and* a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University’s attorneys, accountants, consultants on a need-to-know basis. Hotel/Conference Center/Venue further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 *et seq.*, as amended (the “Act”). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, the liability of University and any obligations of University to indemnify, hold or save harmless, and/or defend contained in the Main Agreement are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited to claims that arise directly and solely from the negligent acts or omissions of University. University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and applicable law. Nothing in the Main Agreement shall require University to carry different or additional insurance and any obligations of University contained in the Main Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University’s negligent acts or omissions. Any liquidated damages, cancellation fees or other damages that may be owed by University pursuant to the Main Agreement will be reduced by the amount the Hotel/Conference Center/Venue actually receives from re-selling some or all of the space or services after using commercially reasonable efforts to do so (which reduced amounts are hereinafter referred to as the “Cancellation Fees”). For one year following the date any Cancellation Fees are paid by University pursuant to the Agreement, a credit in the amount of such Cancellation Fees shall be given by Hotel/Conference Center/Venue

to University, and Hotel/Conference Center/Venue agrees that any department or unit of University may use all or a portion of such credit against events booked by University, or by any department or unit of University, within such one year period. For purposes of this Addendum, the date of booking shall be the date a contract is entered into with Hotel/Conference Center/Venue for space or services. Evidence of the University's tax exempt status is available at: <http://fbs.admin.utah.edu/tax-services/>. Hotel/Conference Center/Venue hereby acknowledges receipt of the tax exemption certificates relating to University. Notwithstanding any other provision to the contrary in the Agreement, no late fee, finance charge or interest shall be charged or accrue to University on any amount for so long as there exists a good faith dispute between Hotel/Conference Center/Venue and University as to such amount. Any arbitration provisions in the Main Agreement are hereby deleted. The word "reasonable" is inserted before the phrase "attorney's fees" wherever it appears in the Main Agreement. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

3. MISCELLANEOUS. The Main Agreement, as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. The provisions of this Addendum will survive the expiration or earlier termination of the Agreement. This Addendum shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. The Agreement may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of the Agreement delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The Main Agreement, as amended by this Addendum, shall remain in full force and effect, and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

UNIVERSITY

HOTEL/CONFERENCE CENTER/VENUE

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____