This Addendum is hereby incorporated into the Contract between The University of Chicago and

<table>
<thead>
<tr>
<th>Caterer Name</th>
<th>Event Name</th>
<th>Event Date</th>
</tr>
</thead>
</table>

The terms and conditions contained within this Addendum shall apply. If there is any inconsistency of terms, the following shall indicate precedence, in the order given, with the first named to have highest priority: this Addendum then the Contract. Any terms and conditions of any catering contract which are inconsistent with the terms and conditions of this Addendum shall be of no effect. This Addendum may only be altered by written agreement of the University of Chicago Procurement and Payment Services Department.

1. University will supply deposit within ten (10) days after contract signing. Deposit will not exceed fifteen (15%) of the Banquet Order (BO).

2. University agrees to inform the Caterer by telephone, e-mail or by fax ten (10) business days in advance of Event, as to the final number of guests (Final Guest Count) attending. University will be invoiced for the estimated Guest Count and services as specified in the Banquet Order if the final guest count is not received.

3. University shall pay for no less than the Final Guest Count even if the actual number of persons at the Event is less than the Final Guest Count. In the event that the Final Guest Count is more than the guest count specified, Caterer will charge for the number of additional guests at the rate specified in the BO.

4. Any additional charges, including rental equipment, linens and overtime will be billed on the final invoice. Payment in full is due based on payment terms specified on BO, if no terms are specified, payment terms will be Net 45.

5. University payment method will be either corporate check or credit card. No assessment fees will be paid if credit card is used.

6. Caterer acknowledges that University is a not-for-profit organization exempt from sales and use taxes in the State of Illinois as well as Connecticut, Florida, Massachusetts, Michigan, Minnesota, Missouri, New York, Tennessee, Texas and Wisconsin. Where applicable, Caterer agrees not to charge University for applicable taxes. Tax Exempt Form

7. Caterer is not responsible for any items provided by University to the Event (i.e. liquor, flowers, cake, gifts, etc.). Caterer is only responsible for those items listed on the BO and no other items. Coat Checks are to be listed on BO within the special services section.

8. University is responsible for any fees imposed by the facility used for the Event, including any fees or permits required for the Caterer to use of the facility.

9. In the event that Collection, Attorney or Litigation fees arise relating to this agreement, each party will be responsible for their own attorney, litigation, or collection fees. Each party will be responsible for their own arbitration and or court cost no matter who is the prevailing party.

10. University is responsible for all actions of guests who are consuming alcoholic beverages during the Event. Caterer has the right to refuse alcohol to any guest who is intoxicated or individuals not of legal drinking age. University will conduct the Event in an orderly manner, and in full compliance with all applicable laws, ordinances and regulations.

11. University agrees to begin the Event promptly at the scheduled Guest Arrival Time specified in the BO and vacate the facility at the indicated Guest Departure Time. University further agrees to pay overtime charges or other expenses incurred if the Event continues past the indicated Guest Departure Time.

12. In the event the University requests that the Caterer utilize any personal possessions (“Articles”) of the University’s, the University shall be solely responsible for the care and return of the Articles and the University hereby waives, releases, indemnifies, and holds harmless the Caterer and its agents and employees from and against any and all liabilities due to negligence or willful misconduct to the University for loss or damage while using said Articles.

13. Caterer's performance is contingent upon the absence of utility disruption, strikes, labor disputes, acts of God, and acts of terrorism, accidents or any other cause beyond the Caterer's control. In any such event, Caterer shall not be liable to University for any damages, actual or consequential, which may result in non-performance. The Caterer assumes no responsibility in the event the Facility is unwilling or unable to have the Event take place on the Event date. In the event of a termination of the Contract, for any reason whatsoever, the University’s sole remedy will be the return of all funds pre-paid, Caterer’s liability for breach of the BO and these Terms and Conditions or any act or omission at the Event or in connection with the performance of this Agreement shall be limited to the amount of the fee listed on the BO.

14. A cancellation of the BO will only be accepted in writing. In the event written notice of cancellation is received by Caterer 21 days or more prior to the Event, the Deposit shall be refunded to University. If the event is cancelled less than 21 days the full deposit shall be retained by Caterer as liquidated damages.

15. Caterer assumes the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of catering.
services performed by Caterer, subcontractor and their agents, servants and employees, including losses, expenses, damages, demands, and claims sustained by The University of Chicago or its subsidiaries, and losses, expenses or damages to Caterer's or subcontractor's vehicles or property.

Caterer hereby undertakes and agrees to forever indemnify and hold harmless The University of Chicago and its Board of Trustees, individually and collectively, its subsidiaries and officers, agents, servants and employees of The University of Chicago, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) arising out of performance of the work under this Agreement and shall pay all damages, judgments, costs, and expenses including attorney's fees in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expense, demand, claims or cause of action arising out of, or caused by the sole negligence of The University of Chicago and its Board of Trustees, individually or collectively, its subsidiaries or officers, agents, servants or employees of The University of Chicago.

IN WITNESS WHEREOF, the parties have executed this Addendum and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Addendum duly authorized to execute this Addendum.

CATERER:     THE UNIVERSITY OF CHICAGO:

(Signature)     (Signature)

(Printed name)     (Printed name)

(Title)     (Title)

(Date)     (Date)