**VENUE:**

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

<table>
<thead>
<tr>
<th>Venue Name</th>
<th>Event Name</th>
<th>Event Date</th>
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</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 Venue 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.

**Indemnification**

Venue agrees to indemnify, defend and hold harmless The University of Chicago and its officers, directors, partners, agents, members and employees from and against any and all demands, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) that may be asserted by third parties arising out of or caused by the gross negligence of Contractor or its employees or agents in connection with the provision of the Venue facilities.

The University of Chicago shall indemnify, defend and hold harmless the Venue and its officers, directors, partners, agents, members and employees from and against any and all demands, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) that may be asserted by third parties arising out of or caused by the gross negligence of The University of Chicago or its employees or agents in connection with the provision of the Venue facilities.

Neither party shall have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such Claims. Each party agrees to give the other prompt written notice of any claim made which may be covered by this indemnification provision.

**Cancellation Schedule**

Group may cancel any event upon written notice to Venue at any time prior to the Event. Such termination and cancellation shall be followed by a cancellation payment to the non-canceling party based on the following scale:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Damages</th>
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<tbody>
<tr>
<td>120 days up to 91 days prior to start date of event</td>
<td>25% of the applicable Guestroom or Facility Space Revenue only</td>
</tr>
<tr>
<td>90 days up to 61 days prior to start date of event</td>
<td>50% of the applicable Guestroom or Facility Space Revenue only</td>
</tr>
<tr>
<td>60 days up to 31 days prior to start date of event</td>
<td>75% of the applicable Guestroom or Facility Space Revenue, 40% of F&amp;B and Rental Minimums</td>
</tr>
<tr>
<td>30 days prior to start date of event</td>
<td>85% of the applicable Guestroom or Facility Space Revenue, 80% of F&amp;B and Rental Minimums</td>
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</table>

**Attorney and/or Litigation**

Both parties agree that in the event of any litigation relating to this agreement is filed by either party, each party will be responsible for their own attorney and litigation fees, arbitration, and/or court cost.

**VENUE:**

By

Printed Name

Date

**THE UNIVERSITY OF CHICAGO**

By

Printed Name

Date

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