**Addendum** is hereby incorporated into the Contract between The University of Chicago and Charter Vessel.

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<th>Charter Vessel</th>
<th>Event Name</th>
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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 charter 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. **Finance Charges** - Charter Vessel agrees not to charge University finance charges for late payments or payment remedies.

2. **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.

3. **Boat Charter Insurance Requirements** - These insurance requirements shall govern the relationship and Certificate of Insurance must be provided to University prior to rending service.

Vendor shall maintain commercial general liability; premises and operations; personal injury liability and contractual liability insurance with limits of at least $5 million per occurrence, and Protection and Indemnity insurance (including coverage for the Jones Act) with the limits (if any) equal to those customarily maintained by similar organizations and acceptable to the University of Chicago. The University of Chicago shall be named as an additional insured on the general liability and Protection and Indemnity policies, and shall stipulate that such insurance shall be primary to any insurance maintained by the University of Chicago. The policies shall provide that except for limits of liability, the policies shall operate as though separate policies were issued to each insured. Vendor may meet insurance limits requirements by single insurance policies or by primary and excess or umbrella policies provided that all polices meet the terms above. Certificates of insurance evidencing compliance with the requirements of this provision shall be provided to The University Chicago prior to the date this Contract takes effect and whenever the coverage is renewed, altered or terminated, or upon the reasonable request 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.

**CHARTER :**

(Signature)  
(Printed name)  
(Title)  
(Date)

**THE UNIVERSITY OF CHICAGO :**

(Signature)  
(Printed name)  
(Title)  
(Date)