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

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<th>Restaurant Name</th>
<th>Event Name</th>
<th>Event Date</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 restaurant 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. **Tax Exemptions** - Restaurant 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, Minnesota, Missouri, New York, Tennessee and Wisconsin. Where applicable, Restaurant agrees not to charge University for sales taxes. University will provide a tax exempt certificate to Restaurant upon request.

2. **Finance Charges** - Restaurant agrees not to charge University finance charges for late payments.

3. **Alcoholic Beverages** – To the extent Restaurant will service Alcoholic Beverages in connection with the Event, Restaurant agrees to comply with all applicable laws and regulations related to the sale and/or services of Alcoholic Beverages.

4. **Indemnification** – Restaurant 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 attorneys fees (collectively “Claims”) that may be asserted by third parties arising out of or caused by the gross negligence of Restaurant or its employees or agents in connection with the provision of the Restaurant’s facilities.

   The University of Chicago shall indemnify, defend and hold harmless the Restaurant 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 attorneys 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 Restaurant’s 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.

5. **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.

   **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.

   RESTAURANT

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

   THE UNIVERSITY OF CHICAGO:

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