

ADDENDUM TO CONTRACT

This Addendum is hereby made a part of and incorporated into the Contract entered into by the Board of Regents of the University System of Georgia, by and on behalf of COLUMBUS STATE UNIVERSITY ("CSU"), and _____ ("CONTRACTOR"). Said contract, together with all riders and addenda attached thereto, shall hereinafter be referred to as the "Contract." By signing this Addendum, CONTRACTOR hereby agrees to all of the terms set forth herein.

1. **STATE LAWS:** The validity, construction, and effect of this Contract shall be governed by the laws of the State of Georgia.
2. **STATEMENT OF GOVERNANCE:** The terms of this addendum shall prevail and control over the terms of any conflicting or inconsistent provisions in the Contract.
3. **INDEPENDENT CONTRACTOR:** CONTRACTOR and their representatives are independent contractors and are not employees of CSU.
4. **CONTRACT AUTHORITY:** The individual executing this Addendum on behalf of Contractor warrants that s/he has full and current legal authority to act and contract on behalf of CONTRACTOR.
5. **TERMINATION:** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if CSU determines that adequate funds are not appropriated or granted or funds are de-appropriated such that CSU cannot fulfill its obligations under the Contract, which determination is at CSU sole discretion and shall be conclusive. Any terms inconsistent with this provision are hereby declared null and void.
6. **FORCE MAJEURE:** The parties' obligation to perform the Contract shall be excused, and the Contract shall be deemed rescinded, if CONTRACTOR's engagement is rendered impossible or infeasible as a result of illness, death or injury to CONTRACTOR; accident; fire; riot or other manifestation of civil disorder; an act, rule or regulation of any public authority or court; an act of God; or any other event beyond the reasonable control of either party which would preclude the performance.
7. **JURISDICTION AND VENUE:** In the event that any litigation or other legal proceedings shall arise under or in connection with this Contract, such litigation or other legal proceeding shall be conducted in the state courts located within Fulton County, Georgia. CONTRACTOR consents to jurisdiction and venue in the state courts in Fulton County, Georgia, and hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
8. **DELAY OF PERFORMANCE:** CSU reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Contract if the commencement of CONTRACTOR's engagement is unduly delayed due to the fault of CONTRACTOR and/or any of CONTRACTOR'S agents and/or representatives.

9. **STATEMENT OF NON-DISCRIMINATION:** The parties mutually agree that in the performance of the Contract they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the policies of CSU.
10. **BREACH OF CONTRACT:** If CONTRACTOR breaches this Contract for any reason, CONTRACTOR's engagement shall be placed in jeopardy and subject to cancellation by CSU, in which event CONTRACTOR shall be liable for all out-of-pocket expenses and expenses related to cancellation of the engagement incurred by CSU and shall pay these expenses to CSU in full within thirty (30) days of said breach.
11. **INDEMNIFICATION:** CONTRACTOR agrees to release, hold harmless, and indemnify the Board of Regents of the University System of Georgia by and on behalf of Columbus State University, its trustees, agents, employees, and representatives from any and all claims, demands, actions, damages, liability, costs and expenses of any kind arising out of the subject matter of the Contract to the extent such lawsuits, claims, demands, actions, damages, liability, costs and expenses arise as a direct result of the CONTRACTOR'S tortious act or omission or breach of this Contract, or the tortious act or omission of the Contractor's employees, agents, or assigns.
12. **INSURANCE:** In the event the CONTRACTOR, its employees, agents or subcontractors, enter premises occupied by or under the control of the CSU in the performance of this Contract, CONTRACTOR agrees that it and its subcontractors will maintain public liability insurance against any liability, damage, claim or demand in any way arising out of or in connection with its occupancy and/or use of CSU facilities, with limits of not less than \$1,000,000 for all damages arising out of bodily injuries or death and a limit of not less than \$1,000,000 for all damages to or destruction of property in any one incident. The indemnity obligations of the Seller under this paragraph shall survive termination of this Contract. CSU is self-insured through the State of Georgia Department of Administrative Services, which provides worker's compensation, employee liability, and tort claims coverage.
13. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** It is understood and agreed that nothing contained in the Contract or any related contract shall require CSU to violate any policies of the Board of Regents, Columbus State University or any laws of the United States or the State of Georgia.
14. **UNIVERSITY LIABILITY:** CSU is a state agency and, therefore, is not authorized to waive sovereign immunity and may not agree to indemnify or hold harmless another party. The only liability which CSU may incur is that provided for by Georgia law.
15. **CONTRIBUTIONS AND DISSEMINATION OF LITERATURE:** It is understood and agreed that funds or contributions will not be solicited by or on behalf of CONTRACTOR during the time period covered by the Contract and that no literature of any kind will be distributed by or on behalf of CONTRACTOR without prior written permission from CSU.
16. **OTHER ACTIVITIES:** It is understood and agreed that CONTRACTOR will obtain CSU's approval prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by the Contract.
17. **NON-ASSIGNABILITY:** No party shall transfer any interest in the Contract, whether by

assignment or delegation, without the written consent of the other party.

18. **SEVERABILITY:** The invalidity, in whole or in part, of any provision of the Contract does not affect the validity of the remainder of the Contract.

19. **TOBACCO FREE:** In accordance with the Tobacco and Smoke-Free Campus Policy of the Board of Regents of the University System of Georgia, the use of all forms of tobacco products is prohibited on property owned, leased, rented, in the possession of, or in any way used by the CSU.

ACCEPTANCE OF ADDENDUM TO CONTRACT

By signing this Addendum, you agree to provide services to an instrumentality of the State of Georgia as described in the Contract and to do so consistent with the terms and conditions set forth herein, which are mandated either by Georgia law or CSU policies. CSU affirms its obligation to provide the compensation outlined in the Contract according to the payment terms and conditions as a result of your agreement to abide by the terms of this Addendum. No further consideration or promises on the part of CSU shall be required.

BY SIGNING BELOW, THIS ADDENDUM IS HEREBY ACCEPTED BY:

CONTRACTOR: _____

Name of Contractor's Authorized Signer (print)

Title

Signature of Contractor's Authorized Signer

_____, 2020