

**LOYOLA UNIVERSITY OF CHICAGO
CONTRACT RIDER**

This Contract Rider (this “Contract Rider”) modifies an agreement between Loyola University of Chicago (“Loyola”) and _____ (“Facility”) dated _____, including any specifications, contract riders, attachments, exhibits or similar documents attached to or submitted with the agreement to Loyola by Facility (collectively, the “Agreement”). If this Contract Rider conflicts with the terms contained in the Agreement, the terms in this Contract Rider will control. The parties agree that the terms of the Agreement are modified as follows:

1. **Liability**. Any provision in the Agreement making Loyola liable or otherwise responsible for any damage or injuries caused by Facility, a third party, Loyola’s event attendees or a Force Majeure Event (as defined below) is stricken. Any provision in the Agreement whereby Loyola makes representations and/or warranties of any kind is stricken. The individuals signing the Agreement and this Contract Rider on behalf of Loyola assume no personal liability for the obligations assumed by Loyola. Any provision in the Agreement disclaiming or limiting Facility’s liability for Facility’s acts or omissions is stricken. Any provision in the Agreement whereby Facility disclaims or limits any of Facility’s representations or warranties is stricken. Facility is fully liable and responsible for the acts and omissions of Facility and Facility’s affiliates and each of their respective parents, subsidiaries, employees, workers, personnel, officers, directors, contractors, consultants, subcontractors, agents and any other person for whose acts Facility may be liable (collectively, “Facility Parties”) and for ensuring that the Facility Parties comply with the Agreement and this Contract Rider.
2. **Indemnification**. Facility agrees to indemnify and hold harmless Loyola and Loyola’s affiliates and each of their respective agents, contractors, subcontractors, employees, officers, directors and trustees from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including reasonable attorneys’ fees, or upon the option of Loyola, Facility shall provide a defense to Loyola), demands, and causes of action of every kind and character related to or arising out of (a) the event contemplated by the Agreement; (b) the performance of Facility’s obligations under the Agreement and this Contract Rider; or (c) any act or omission of Facility or any Facility Party. This section shall survive the termination of the Agreement and this Contract Rider.
3. **Insurance**. Loyola shall maintain for the period of the Agreement and this Contract Rider the following insurance with companies having an A.M. Best rating of at least A-/VII: (a) workers’ compensation insurance with statutory limits and employer’s liability insurance with limits of at least \$1,000,000 per occurrence; (b) general liability insurance with limits of at least \$1,000,000 per occurrence; and (c) automobile liability insurance with limits of at least \$1,000,000 per occurrence covering any vehicles used by Loyola under the Agreement and this Contract Rider. Upon execution of the Agreement and this Contract Rider, Loyola shall submit to Facility certificates of insurance evidencing such insurance coverages. The certificates of insurance shall name _____ as an additional insured with respect to the general liability insurance. No policy of insurance required under the Agreement or this Contract Rider will be modified or terminated without Loyola providing Facility with at least 30 days’ prior written notice of such modification or termination.
4. **Force Majeure**. If either party is unable to perform its obligations under the Agreement or this Contract Rider due to unforeseen events beyond the party’s control (“Force Majeure Event”) and that party gives the other party prompt written notice of such inability, the Agreement and this Contract Rider will be deemed terminated and both parties shall be relieved of their obligations under the Agreement and this Contract Rider (including Loyola’s payment obligations).
5. **Termination**. Loyola may terminate the Agreement and this Contract Rider upon 90 days prior written notice to Facility, and Loyola may terminate the Agreement and this Contract Rider immediately in the event of a breach by Facility of any obligation of Facility under, or any term or provision of, the Agreement or this Contract Rider. Upon

termination pursuant to this section, Loyola shall be relieved of its obligations under the Agreement and this Contract Rider (including Loyola's payment obligations). If Facility terminates the Agreement or this Contract Rider for any reason less than 30 days prior to the event and such termination is for reasons other than a Force Majeure Event, Facility will reimburse Loyola for Loyola's out-of-pocket expenses within 14 days of Facility's receipt from Loyola of a written statement of such expenses.

6. **Status of Parties.** The parties agree that no legal relationship of any kind exists as a result of the Agreement or this Contract Rider, other than the covenants expressly contained therein and herein. The Agreement and this Contract Rider shall not constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties to the Agreement or this Contract Rider are independent parties and the personnel of one party shall not be deemed the personnel of the other. Each party shall be solely responsible for payment of all compensation and employee benefits owed to each party's respective personnel, including payment of any taxes related to employment and workers' compensation insurance. Facility shall be responsible for all Facility Parties. Facility shall be solely responsible for, and shall indemnify and hold harmless Loyola from, fees, salaries, payroll, or other federal, state, and local taxes, unemployment insurance, workers' compensation coverages or other benefits or charges relating to any services furnished by any Facility Party on behalf of Facility under the Agreement or this Contract Rider. Any provision in the Agreement making Loyola grant, license or otherwise provide Facility or any other party an exclusive right, license or interest is stricken.
7. **Notice.** All notices relating to the Agreement and this Contract Rider shall be in writing and shall be (a) sent by facsimile; (b) delivered by messenger or overnight carrier; or (c) mailed by first class mail, certified mail or registered mail, to the other party at the following address, or such other address as may be given in writing: (i) notices to Loyola: Loyola University of Chicago, _____, _____, Chicago, IL _____, Attn: _____, Facsimile: _____; with a copy to: Loyola University of Chicago, Office of the General Counsel, 820 N. Michigan Avenue, Seventh Floor, Chicago, IL 60611, Attn: Vice President and General Counsel, Facsimile: (312) 915-6208; and (ii) notices to Facility: _____, _____, Chicago, IL _____, Attn: _____, Facsimile: _____. Notices made pursuant to this section by facsimile, overnight carrier, messenger or first class mail shall be deemed to be effective upon receipt. Notices made pursuant to this section by certified mail or registered mail shall be deemed to be effective on the date indicated on the receipt for such mail.
8. **Confidentiality.** All knowledge and information which Facility or any Facility Party may acquire from Loyola or Loyola's affiliates or any of their respective agents, contractors, subcontractors, employees, officers, directors and trustees regarding students, financial or operational information or any other matters pertaining to Loyola, is regarded as proprietary and confidential information which is owned by Loyola. Facility agrees that such information shall only be used by Facility for purposes of the performance of Facility's obligations under the Agreement and this Contract Rider and that such information shall not be disclosed by Facility or any Facility Party to any other party directly or indirectly, during or subsequent to the term of the Agreement and this Contract Rider except as required by law. Facility also agrees to comply with the Family Educational Rights and Privacy Act of 1974, as amended. Facility agrees that it shall not infringe on the proprietary rights (including copyrights, patents, trademarks or trade secrets) of Loyola or any third parties. Facility agrees that if Facility violates this section, Loyola shall be irreparably harmed and entitled to equitable and any other appropriate relief. This section shall survive the termination of the Agreement and this Contract Rider.
9. **Intellectual Property.** Facility recognizes Loyola's ownership and title to Loyola's names, logos, trademarks, service marks and trade names whether or not registered (collectively, the "Loyola Marks"). Facility shall not act to impair the rights of Loyola in and to the Loyola Marks. Facility has no license or other rights to print, display or otherwise use, and shall not acquire any rights in, the Loyola Marks. Any unauthorized use or modification to the Loyola Marks is expressly prohibited. Nothing in the Agreement or this Contract Rider shall confer upon Facility any right of ownership in the Loyola Marks, and Facility shall not represent or use the Loyola Marks in a manner that suggests that such rights are conferred. Any provision in the Agreement whereby Loyola grants, license or otherwise provides Facility or any other party with any rights in Loyola Mark is stricken.

10. **General.** Neither party shall assign the Agreement or this Contract Rider, in whole or in part, without the prior written consent of the other party. Any assignment made without consent shall be null and void. The Agreement and this Contract Rider may be modified or amended only by written agreement executed by each of the parties. Any attempt by one party to unilaterally modify or amend the Agreement or this Contract Rider shall be null and void. The Agreement and this Contract Rider shall be governed by and construed under the laws of the State of Illinois. Any action relating to the Agreement or this Contract Rider will be brought in a court of competent jurisdiction situated in the County of Cook, State of Illinois. Payments by Loyola pursuant to the Agreement may be made via check, wire transfer or electronic funds transfer through the ACH network, as determined by Loyola in its sole discretion. Facility shall not discriminate against any employee, applicant for employment or customer at any time because of race, color, sex, sexual orientation, age, religion, national origin, non-disqualifying handicap or disability, marital status, or any other characteristic protected by applicable law. Facility shall comply in all respects with all applicable laws, rules, regulations and any other legal requirements governing the duties, obligations, and business practices of Facility and shall obtain any permits or licenses necessary for its operations. Facility shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Loyola. In the event that any provision of the Agreement or this Contract Rider is determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed and shall be deemed null and void, but shall in no way affect the remaining provisions of the Agreement and this Contract Rider. No failure to perform or exercise and no delay in performing or exercising any right or remedy under the Agreement or this Contract Rider shall operate or be construed as a waiver thereof and shall not affect a party's right to enforce the same at a later time. No waiver or consent hereunder shall be applicable to any events, acts or circumstances except those specifically covered thereby. Any provision in the Agreement requiring Loyola and/or Facility to submit to arbitration, mediation or other alternative dispute resolution is stricken. Any provision requiring Loyola to comply with certain laws, rules or regulations is stricken. The Agreement and this Contract Rider constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior agreements, representations and understandings of the parties, whether written, oral, or implied.

IN WITNESS WHEREOF, the parties have executed this Contract Rider as of the date first set forth above.

LOYOLA UNIVERSITY OF CHICAGO

FACILITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____