

**LOYOLA UNIVERSITY OF CHICAGO  
CONTRACT RIDER**

This Contract Rider (this “Contract Rider”) modifies an agreement between Loyola University of Chicago (“Loyola”) and \_\_\_\_\_ (“Organization”) dated \_\_\_\_\_], including any specifications, contract riders, attachments, exhibits or similar documents attached to or submitted with the agreement to Loyola by Organization (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 Organization, 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 Organization’s liability for Organization’s acts or omissions is stricken. Any provision in the Agreement whereby Organization disclaims or limits any of Organization’s representations or warranties is stricken. Organization is fully liable and responsible for the acts and omissions of Organization and Organization’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 Organization may be liable (collectively, “Organization Parties”) and for ensuring that the Organization Parties comply with the Agreement and this Contract Rider.
2. **Indemnification.** Organization 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, Organization 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 Organization’s obligations under the Agreement and this Contract Rider; or (c) any act or omission of Organization or any Organization Party. This section shall survive the termination of the Agreement and this Contract Rider.
3. **Insurance.** Organization agrees to purchase and maintain, at all times during the term of the Agreement and at its own expense, insurance that will protect Organization and Loyola from claims which may arise out of or result from the operations under the Agreement, whether such operations be by Organization or by anyone directly or indirectly employed by Organization, or by anyone for whose acts any of them may be liable. All insurance set forth below shall be written by insurers licensed to do business in the State of Illinois, and shall have a current minimum A. M. Best rating of A-/VII. Organization shall provide Loyola with certificates of insurance showing compliance with the insurance requirements set forth below. Organization shall provide Loyola with thirty (30) days’ written notice prior to cancellation of, or material change to, any insurance referred to therein. Loyola’s failure to demand such certificates or other evidence of compliance with these insurance requirements or Loyola’s failure to identify a deficiency from evidence that is provided shall not be construed as a waiver of Organization’s obligation to maintain such insurance. By requiring insurance herein, Loyola does not represent that coverage and limits will necessarily be adequate to protect Organization, and such coverage and limits shall not be deemed as a limitation on Organization’s liability under the indemnities granted to Loyola in this Agreement.

*Commercial General Liability*, and, if necessary, commercial umbrella insurance, covering injury or death of persons and damage to or loss of property arising from premises, independent contractors, ongoing operations, products-completed operations, personal-advertising injury, and all liability assumed under this Agreement with a limit not less than \$5,000,000 per occurrence or up to the policy limit, whichever is greater. This policy shall

name Loyola University of Chicago and its trustees, officers, employees, agents and affiliates as additional insureds on a primary and non-contributory basis.

*Business Auto Liability Insurance, and if necessary, commercial umbrella insurance, with a limit not less than \$5,000,000 each accident covering liability arising out of any auto.*

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 Organization, and Loyola may terminate the Agreement and this Contract Rider immediately in the event of a breach by Organization of any obligation of Organization 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 Organization 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, Organization will reimburse Loyola for Loyola's out-of-pocket expenses within 14 days of Organization'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. Organization shall be responsible for all Organization Parties. Organization 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 Organization Party on behalf of Organization under the Agreement or this Contract Rider. Any provision in the Agreement making Loyola grant, license or otherwise provide Organization 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 Organization: \_\_\_\_\_, \_\_\_\_\_, 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 Organization or any Organization 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. Organization agrees that such information shall only be used by Organization for purposes of the performance of Organization's obligations under the Agreement and this Contract Rider and that such information shall not be disclosed by

Organization or any Organization 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. Organization also agrees to comply with the Family Educational Rights and Privacy Act of 1974, as amended. Organization agrees that it shall not infringe on the proprietary rights (including copyrights, patents, trademarks or trade secrets) of Loyola or any third parties. Organization agrees that if Organization 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.** Organization 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”). Organization shall not act to impair the rights of Loyola in and to the Loyola Marks. Organization 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 Organization any right of ownership in the Loyola Marks, and Organization 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 Organization 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. Organization 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. Organization shall comply in all respects with all applicable laws, rules, regulations and any other legal requirements governing the duties, obligations, and business practices of Organization and shall obtain any permits or licenses necessary for its operations. Organization 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 Organization 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**

**ORGANIZATION:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_