**ADDENDUM TO**

**AGREEMENT**

**BY AND BETWEEN**

**(TYPE IN HOTEL LEGAL NAME)**

**AND**

**TENNESSEE STATE UNIVERSITY**

The following terms and conditions, as applicable, shall amend the above-referenced agreement between (**TYPE IN CONTRACTOR’S NAME)** (“Hotel”) and **TENNESSEE STATE UNIVERSITY** (“Group”), a public institution of higher education, acting for the benefit of the Tennessee State University Board of Trustees and are incorporated by reference and made an integral part of the Agreement. The terms and conditions of this Addendum shall control in the event of any conflict with any term or condition of the Agreement or any other additional terms and conditions thereto:

1. Governing Law/Venue. The Agreement shall be governed by the laws of the State of Tennessee and Federal law. Any action between the parties arising from the Agreement shall be maintained in the courts of Davidson County, Tennessee.
2. Termination for Convenience. Group may terminate the Agreement without cause for any reason. Termination under this section shall not be deemed a breach of contract by either party. Group shall give Hotel at least 90 days written notice before the effective termination date. Hotel shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Group be liable to Hotel for compensation for any service which has not been rendered. Upon such termination, Hotel shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
3. Maximum Liability. In no event shall the maximum payment obligation of Group for services under the Agreement exceed **[WRITTEN AND NUMBER DOLLAR AMOUNT**].  The maximum liability represents available funds for payment to Hotel and does not guarantee payment of any such funds to Hotel under the Agreement unless Group requests work and Hotel performs satisfactory work.
4. Force Majeure. The parties’ obligations under the Agreement shall be voided in the event of an occurrence beyond the parties’ control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics or pandemics, declaration of a federal, state or local state of emergency, or any other similar occurrence or cause. In such an event (known as a “Force Majeure event”), any and all refunds shall be returned for services not already rendered.
5. Remedies. The State of Tennessee may be found liable for actual damages only. Group, as a State of Tennessee entity, shall not, under any circumstances, indemnify, defend, or hold harmless Hotel or any party or be liable for attorney’s fees, punitive damages, or the costs of litigation. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible. Any and all monetary claims against the State of Tennessee, including Group, its officers, agents, and employees in performing any responsibility specifically required under the terms of the Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
6. Cancellation and Fees. As an agency of the State of Tennessee, Group is not permitted to pay liquidated damages or cancellation charges. Group shall pay actual, reasonable, documented damages or loss to Hotel for which it is liable under Tennessee law. Hotel is obligated to mitigate its damages. Group agrees that it will not terminate the Agreement for the sole sake of booking an alternative hotel.
7. Guest Room Attrition. Group understands that Hotel is relying upon Group’s use of the block of rooms. Group shall pay any actual, reasonable, documented damages or loss to Hotel for which it is liable under Tennessee law. Hotel shall be obligated to mitigate its damages.
8. Banquet Food and Beverage Attrition. Group understands that Hotel is relying upon Group’s banquet food and beverage use. Group shall pay any actual, reasonable, documented damages or loss to Hotel for which it is liable under Tennessee law. Hotel shall be obligated to mitigate its damages.
9. Billing Arrangements. All charges for function space, audio visual rental, food, and rooms for Group staff will be applied to a master account. Any remaining balance will be paid in full upon receipt of an invoice from Hotel.
10. Sales Tax. Hotel recognizes that Group is exempt from sales tax. A certificate of sales tax exemption will be provided upon request.
11. Non-Assignment. Hotel shall not assign the Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of Group.
12. Modification. The Agreement may be modified only by written amendment and executed by all parties hereto.
13. Conflict of Interest. Hotel assures that no payment shall be made directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Hotel in connection with any work contemplated or performed relative to the Agreement.
14. Payment. Group agrees to remit payment to Hotel no later than Forty-Five (45) calendar days after receipt of invoices, and to pay any applicable interest on such amount at the maximum rate permitted under the Tennessee Prompt Payment Act. (TCA § 12-4-701 et seq). T.C.A. § 12-4-703, requires Group to make payments for products or services when purchased and, therefore, prohibits advance deposits or payments. Group does not have authority to consent to provisions requiring the payment of interest, or finance charges in excess of the requirement of the Tennessee Prompt Payment Act. In the event Group receives defective goods from Hotel, Group may return the defective goods, at Hotel's expense, for a full refund. Exercise of this option shall not relieve Hotel of any liability to Group for damages sustained by virtue of Hotel's breach of warranty.
15. Audit. Hotel shall maintain records pertaining to the Agreement for a period of three (3) years from the date of the final payment. The records are subject to audit by the State of Tennessee.
16. Limitation of Liability. Group, as an agency of the State of Tennessee, cannot agree to the limit of Hotel’s liability applicable to: a) liability for intellectual property or to any other liability, including without limitation, indemnification obligations for infringement of third-party intellectual property rights; b) claims covered by any specific provision in the Agreement providing for liquidated damages; or c) claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. Furthermore, any limitation of liability in the Agreement shall not waive or limit the State of Tennessee’s legal rights, sovereign immunity, or any other immunity from suit provided by law.
17. Insurance. Hotel agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incidental hereunto, and otherwise protect and hold Group harmless from any and all liability not specifically provided for in the Agreement. Group, as an agency of the State of Tennessee is self-funded and does not carry or maintain commercial general liability insurance or medical, professional or hospital insurance. Any and all claims against the State, including Group or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State shall be limited to claims paid by the Claims Commission pursuant to TCA § 9-8-301 et seq.
18. Non-Discrimination. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
19. Conflict Resolution. Except with respect to controversies or claims regarding either party’s Confidential Information or property rights under the Agreement, in the event any controversy or claim arises in connection with any provision of the Agreement, the parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representative for discussion and resolution. Either party may initiate such informal dispute resolution by sending written notice of the dispute to the other party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations , either party may seek remedies available to such party under law. The provisions of this section are subject to the requirements of T.C.A. § 8-6-301 and T.C.A. § 20-13-103. Any and all monetary claims against the State of Tennessee, including Group, its officers, agents, and employees in performing any responsibility specifically required under the terms of the Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
20. Competitive Bidding. State agencies are bound to comply with competitive bidding requirements under Tennessee Law. Therefore, if Group determines that it needs a particular service, it may be required to competitively bid for that service and cannot agree to a non-compete clause that prohibits such bidding.
21. Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of a contract and by signing the Addendum, the Contactor attests, certifies, warrants, and assures that Hotel shall not knowingly utilize the services of illegal immigrants in the performance of the Agreement and will not knowingly utilize the services of any subcontractor, if permitted under the Agreement, who will utilize the services of illegal immigrants in the performance of the Agreement.
22. Authority. Tennessee State University is a public institution of higher learning. As an entity of the State of Tennessee it possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Tennessee. Notwithstanding any other provision to the contrary, nothing in the Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Tennessee or a prospective waiver or restriction of any of the rights, remedies, claims and privileges of the State of Tennessee. Group does not waive for itself or its officers, employees, agents, or for members of the Board of Trustees, any defenses or immunities available to it or any of them. Moreover, notwithstanding the generality or specificity of any provisions herein, the provisions of the Agreement as they pertain to Tennessee State University are enforceable only to the extent and authority authorized by the Constitution and laws of the State of Tennessee.
23. Compliance with Laws. Hotelagrees to comply with any applicable federal, state, and local laws and regulations.
24. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Hotel certifies that to the best of its knowledge and belief, neither Hotel nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Group’s contracts.

*[Signature Page Follows]*

**IN WITNESS** ofthe acceptance of the term of this Addendum, the parties have by their duly authorized representatives set their signature below:

**(TYPE IN HOTEL LEGAL NAME) TENNESSEE STATE UNIVERSITY**

By: By:

Name: Name:

Title: Title: President/President’s Designee

Date: Date: