

FLORIDA ATLANTIC UNIVERSITY

1. Incorporation by Reference. FAU and the undersigned speaker, author, musician, performer, entertainer, or artist (or their authorized agent or representative) (collectively, the "Artist"), hereby incorporate this Supplemental Addendum ("Addendum") into the agreement between FAU and Artist (the "Agreement").

2. Payment. In the event FAU owes payment to Artist, Artist shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. If FAU does not issue payment within forty (40) days of receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the Agreement, FAU may pay Artist an interest penalty at the rate established pursuant to § 55.03(1), F.S. Artists experiencing payment problems may contact Vendor Ombudsman at (561) 297-3693. FAU will be responsible for paying only for any goods/services it receives; Artist must refund any payment for goods/services that are unused upon the termination of the Agreement. Invoices which have been returned because of Artist's preparation errors will result in delay in payment. The invoice payment requirements do not commence until a properly completed invoice is provided to FAU. FAU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Artist is responsible for and shall pay any taxes due under the Agreement. FAU may require Artist to accept payments via FAU's EFT/ACH payment process. FAU shall not make any deposits or prepay any amounts; any deposits are refundable.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Artist represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Artist is not authorized to bind FAU to any contracts or other obligations.

4. Assumption of Risk. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Artist also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Artist or otherwise acting or engaged to act at the instance of Artist in furtherance of Artist's obligations under the Agreement.

5. Insurance. FAU, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FAU. Any provision requiring FAU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Artist shall have and maintain the types and amounts of insurance that, at minimum, will cover Artist's (or subcontractor's) exposure under the Agreement.

6. Indemnity/Infringement. Artist is solely responsible for the content of material performed or provided to FAU and shall indemnify and defend and hold Florida Atlantic University, the FAU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns harmless from any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including attorneys' fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities, promotions and performance of this Agreement, including, but not limited to claims of libel, copyright infringement or other alleged use of materials by Artist at the performance. This provision shall survive termination of the Agreement. **Nothing in this Agreement shall be construed as an indemnification of the Artist by FAU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.**

7. Compliance with Laws. Artist shall, at its own expense, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements related to its performance. Artist acknowledges and agrees that Artist has and will at all times maintain all applicable licenses, consents, approvals, and governmental permits, necessary to perform under this Agreement.

8. Public Records. FAU is subject to Chapter 119 of the Florida Statutes, otherwise known as the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondences Artist submits to FAU shall also become a public record subject to the Public Records Law.

9. Tapes/Recordings. FAU has the right to tape and/or record the performance; however, such tapes or recordings shall only be used for archival and/or educational purposes for the benefit of FAU's students, faculty and staff.

10. Cancellation. FAU may cancel the Agreement by giving Artist at least ten (10) days prior written notice of cancellation, without penalty. FAU shall only be liable for payment of goods received and services rendered and accepted by FAU prior to the date of notice of cancellation. If FAU has made any advance payments or deposits, Artist shall return such amounts to FAU. If FAU cancels this Agreement for reasons other than breach by Artist, FAU will reimburse Artist for Artist's out-of-pocket expenses related to the performance of the Agreement that were incurred by Artist prior to notice of cancellation if such expenses are non-refundable/non-returnable, to the extent permitted by Fla. Stat. §112.061 and FAU Policy 11110.060 and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Artist to FAU. Artist may not cancel the Agreement except for in the event of Force Majeure Conditions.

11. Public Officials. To the extent applicable, in accordance with state and federal election laws, regulations and guidelines, public officials visiting an FAU campus for nonpartisan events or functions sponsored or hosted by FAU shall comply with the following guidelines: (i) All appearances, questions/answers sessions, speeches or similar communications should be made in an academic setting and should not involve any campaign speeches, rallies or events; (ii) Campaigning, including fundraising, is prohibited; (iii) A nonpartisan atmosphere must be maintained in the premises; and (iv) If the public official is also a candidate for an upcoming or future election: (A) The public official shall appear and speak in a non-candidate capacity; (B) The public official shall appear and speak for reasons other than his or her candidacy; (C) The public official shall not refer to his or her own candidacy or that of any other candidate in his or her speech; (D) The public official's campaign staff shall not be

permitted to solicit campaign contributions or campaign support; (E) Neither the public official or his/her staff will be permitted to coordinate or encourage the display of campaign banners or decorations or encourage distribution of the public official's campaign materials; (F) Any communications of the public official related to the public official's attendance at the event, before, during or after the event, shall clearly indicate the capacity in which the public official is appearing or appeared and should not mention the candidacy or the upcoming election; and (G) Any communication of the public official related to the public official's attendance at the event, before, during or after the event, shall not insinuate, imply or suggest the appearance of FAU's support or opposition of the public official in his/her capacity as a candidate.

12. Force Majeure. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control, such as proven sickness or injury, civil tumult or riot, epidemics, or acts of God ("Force Majeure Conditions"). Failure or delay of transportation shall not be considered a Force Majeure Condition. In the event of such default, delay or failure to perform due to a Force Majeure Condition, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform. Artist must notify FAU immediately of any reason which might result in Artist's failure to perform on the scheduled date. FAU reserves the right to approve/substitute any other Artist for Artist in the event that Artist is not able to perform as scheduled.

13. Third Parties. FAU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement. FAU shall not be subject to, nor shall it be required to adhere to, the terms of any third party agreements.

14. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Palm Beach County, Florida. FAU is entitled to the full benefits of sovereign immunity.

15. Travel Expenses. If FAU is responsible for reimbursing Artist for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Artist in accordance with, § 112.061, F.S. FAU reserves the right not to pay travel expenses unless FAU preapproves such expenses in writing. FAU has the right to make travel arrangements for Artist.

16. Deletion. Any term in the Agreement related to the following are hereby deleted in their entirety: (a) Grants of exclusivity by FAU to Artist; (b) Any non-compete provision; (c) FAU's tort liability; (d) Limitation of time to bring suit; (e) Attorneys' or collection fees provisions; (f) Arbitration and mediation clauses; and (g) Indemnification of Artist by FAU.

17. Assignment. Artist may not, without the advance written approval of FAU, not to be unreasonably withheld, assign any right or duties under the Agreement, or transfer, pledge, surrender or otherwise encumber its interest in any portion of the Agreement. Any assignment made without FAU's consent shall be, at FAU's option, null and void. No subcontracting or delegation shall in any event relieve Artist of any obligation or liability under the Agreement.

18. Entire Agreement. In the event of inconsistency between the Agreement and this Addendum, this Addendum will govern. This Addendum and the Agreement embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between FAU and Artist other than are set forth. Any renewals, amendments, alterations or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement. To be clear, the Agreement shall not auto-renew and must be upon the written agreement of the parties.

19. Authority. The Artist represents and warrants that this Addendum has been duly authorized, executed and delivered by and on behalf of the Artist and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If this Addendum is signed by the Artist's agent or representative, such agent or representative represents and warrants that he/she is duly authorized to act for and on behalf of the Artist, that he/she is authorized to enter into the Agreement, and that the agent and/or representative and Artist shall be jointly and severally liable for any breach of the Agreement (including this Addendum).

20. Signatures. The Agreement may be signed electronically and shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file, including via DocuSign. Such signature shall be treated in all respects as having the same force and effect as an original signature.

By signing below, Artist (or Artist's authorized representative) agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below

ARTIST (OR ARTIST'S AGENT/REPRESENTATIVE):

By: _____
Name: _____
Title: _____
Date: _____