

Addendum between
Babson College ("College") AND [INSERT FULL NAME OF OTHER PARTY] ("Service Provider")
To the Agreement for the
Event: [Insert name of event/program] [Insert date of event/program] ("the Event")

This addendum to agreement (this "Addendum") sets forth the additional terms and conditions to the agreement between College and Service Provider for the Event and is made and entered as of [INSERT THE DATE SIGNED BY COLLEGE] (the "Effective Date.")

SECTION 1: NOTICES. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

Babson: Babson College
[Insert Name of Dept/Division]
231 Forest Street / [Replace with Boston or Miami Address]
[Insert Campus Building Address]
Babson Park, MA 02457-0310/[Replace with Boston or Miami Address]
Attn: [Insert Contact Name]

SERVICE PROVIDER:

[Redacted]
[Redacted]
[Redacted]
Attn: [Redacted]

SECTION 2: GOVERNING LAW. The laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles shall govern the validity, construction, and effect of this Agreement. All disputes of any kind or nature arising out of this Agreement, wherever derived, shall be resolved in Norfolk County in the Commonwealth of Massachusetts.

SECTION 3: FORCE MAJEURE. Neither party shall be liable nor deemed in default of this Agreement for any failure or delay in the performance of any term, condition, obligation or covenant of this Agreement to the extent such performance is impossible, prevented, hindered, frustrated or delayed by or because of circumstances beyond its reasonable control, including, without limitation, fires; floods; acts of God, terrorism and/or war; any federal, state or local governmental orders; civil disorder; labor strikes or other supply chain disruptions; pandemics; epidemics; and/or orders/guidance from the U.S. Center for Disease Control. In such cases, all such underperformance and/or non-performance is excused and such party may terminate this Agreement upon notice thereof to the other party without liability or loss of any kind or nature, including without limitation, consequential, indirect, punitive, special, exemplary or similar losses, liabilities, claims and/or damages of any nature for any reason whatsoever. In the event of a delay, the time for performance of such obligations shall be extended for a period of time equal to the time lost by reason of the delay. A party claiming the benefit of the delay provided by this section shall, as soon as reasonably practicable following the occurrence of any such event (a) provide written notice to the other party of the nature and extent of such condition and (b) use reasonable efforts to ameliorate the effects of any such failure or delay and resume performance as soon as reasonably practicable.

SECTION 4: INDEMNIFICATION. The Service Provider shall defend, indemnify and hold harmless the College, its corporations, trustees, officers, employees, students, participants, invitees, agents and representatives (collectively, the "Indemnities") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnities relating to, arising out of or in connection the negligence or breach of this Agreement by Service Provider. The Service Provider hereby releases and forever discharges the

Indemnities from any and all Losses relating to, arising out of or in connection with the performance by Service Provider of this Agreement including, without limitation, acts or omissions of Service Provider occurring at Service Provider’s facility or venue. Service Provider shall not have waived or be deemed to have waived, by reason of this paragraph, any other defense, which it may have with respect to such Losses.

SECTION 5: INSURANCE. During the term of this Agreement and the provision of the Services hereof, Service Provider shall, at its own expense, maintain the following policies of insurance against any and all claims for bodily injury, including without limitation, death, and property damage: commercial general liability insurance, including, without limitation, products liability and liquor liability (if serving or providing alcohol. Such policy must have limits of not less than \$1,000,000.00 with respect to injury or death to any one person and not less than \$2,000,000.00 in the aggregate with respect to commercial general liability claims. In addition, Service Provider shall maintain worker’s compensation insurance as required by the laws of place of the venue of Service Provider. Service Provider shall provide a certificate of insurance to the College in a form reasonably acceptable to the College which, except for the worker’s compensation policy, names the College as (i) a certificate holder and, (ii) if, in the event the minimum number of attendees to the above-named event is equal to or greater than 101 persons, additional insured, as of the date hereof with respect to the operations under this Agreement.

SECTION 6: REQUIRED DEPOSITS. In the event of any cancellation or termination of this Agreement by Service Provider for any reason whatsoever including, without limitation, under Section 3 of this Addendum, Service Provider shall promptly refund and pay to College all monies paid to Service Provider in advance of the Event. If Service Provider is requires payment by College of more than Five Thousand Dollars (\$5,000.00) under the Agreement and/or more than thirty (30) days prior to the event, the following shall apply with respect to the schedule of such deposits:

Deposit Date	Due Date	Amount Due
Initial Deposit	90 days from the Event	50% of the balance due or \$_____
2 nd Deposit	45 days from the Event	25% of the balance due or \$_____
Final Deposit	Date of the Event	Balance due based on final details and banquet event orders and audio/visual requests

SECTION 7: REGARDING AGREEMENTS WITH HOTELS. If Service Provider is providing hotel rooms and/or function space, to College in whole or in part of the Agreement, College may cancel this Agreement in whole or in part in accordance with and subject to the following:

In the event of a cancellation or any lack of full performance of this Agreement by College, the actual damages of Service Provider would be difficult to determine. Therefore, if other than due to a force majeure event described in Section 3 of this Addendum College cancels or terminates this Agreement including, without limitation, changing the meeting/function site or Event to another hotel or other venue, College will pay as liquidated damages and not as a penalty, a percentage of the total anticipated revenue for College’s Event, excluding service charges, surcharges, commissions, rebates, and state and local taxes unless required by law, calculated only as follows:

Date of Transmission to Hotel of Cancellation Notice	Percentage of Total Minimum Anticipated Cost	Amount of Cancellation Damages Owed
Cancellation between date of signing and 90 days prior to arrival:	10 % of cost =	\$0.00

Cancellation between 89 days and 30 days prior to date of arrival:	35 % of cost = \$0.00
Cancellation between 29 days prior to and date of arrival:	70 % of cost = \$0.00

Provided, however, prior to any payment by College of any amount, Hotel undertake all reasonable efforts to resell any unused or cancelled rooms and any unused or cancelled function space and credit those revenues against any such amount and, upon request therefor, provide documentation of such efforts to College in a form and substance reasonably satisfactory to the parties.

SECTION 8: MISCELLANEOUS. This Addendum, as supplemented by any banquet order form or other document or agreement of Service Provider's (attached hereto and made a part hereof by this reference, (each, a "Service Provider Document" and together with the Addendum, this "Agreement") contains the entire agreement between the College and the Service Provider relative to the subject matter of the Agreement and may not be modified except in writing, signed by both parties. The terms and conditions of this Addendum shall survive the termination or expiration of this Agreement. Notwithstanding any provision in this Agreement, in the event of any conflict or inconsistency between the terms of this Addendum and any term or condition of the Service Provider Document, the terms of this Addendum shall govern and control and any additive term in such Service Provider Document shall be void ab initio. Should a party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, neither party shall under any circumstances be awarded any amounts for the costs and/or expenses incurred and expended in connection therewith, including without limitation reasonable attorneys' fees and expenses. All amounts paid under this Agreement shall be paid in U.S. Dollars. Notwithstanding any provision in this Agreement, nothing in this Agreement shall expand the liability of College beyond the limitations and exclusions otherwise applicable to Babson College under the charitable immunity statutes of Massachusetts and College shall have no liability whatsoever to the extent College has not personally or directly participated in any acts that caused loss to the Service Provider.

SECTION 9: COVID - 19 PANDEMIC

Notwithstanding any provision in this Agreement, including without limitation, any and all provisions relating to the costs, fees, damages, room block, reservations, room attrition, cancellation, meeting and food/beverage servicing, and meeting or event requirements, (i) nothing in this Agreement shall require College to pay money or provide any amount of deposit relative to this Agreement earlier than ninety (90) days prior to the start of the Event and (ii) College may, in its sole discretion, postpone, reschedule or cancel in whole or in part at any time prior to the conclusion thereof any or all of the Event without liability, losses, damages, fees, fines or penalties for any reason(s) related to COVID-19 and/or a similar virus, variant, epidemic and/or pandemic (collectively referred to as a "COVID-19 Event") and, in the event of any such cancellation and upon request of College, Service Provider shall (a) promptly refund to the College on a pro-rata basis from the date of termination all deposits and other amounts paid for services and work that have not been performed or delivered, as applicable, regardless of any and all preparations made or taken by Service Provider in connection with the Agreement or, (b) upon the request of College, reasonably cooperate with College to reschedule any such services to a later date on mutually acceptable terms and apply all advance payments to such rescheduled event.

IN WITNESS WHEREOF, each of parties hereto has caused this Addendum to Agreement to be executed by its respective duly authorized representative as of the Effective Date.

BABSON COLLEGE

[INSERT NAME OF SERVICE PROVIDER]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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