

**AUBURN UNIVERSITY
STATE GOVERNMENT CONTRACT ADDENDUM - HOTEL AND VENUE**

As an instrumentality of the State of Alabama, Auburn University (the "University") is required by statute, regulation, and policy to address a number of common contractual issues. The following terms and conditions (the "Government Addendum") are incorporated into and form a part of the agreement to which they are attached (the "Agreement"). If there is a conflict between the terms and conditions of the Government Addendum and the Agreement, this Government Addendum shall control.

Venue means _____

Governing Law and Dispute Resolution. All references to governing law, jurisdiction, or venue are removed in their entirety. University shall not be subject to arbitration or other binding alternative dispute resolution.

Indemnification. University shall not indemnify, defend, or hold harmless the Supplier, its employees, agents, subcontractors, third-party beneficiaries, or any other party to the Agreement.

Lien Rights. Property in which University has an ownership interest shall not be subject to lien, forfeiture, sale or levy rights.

Payment Terms. Reservations are not subject to prepayment, deposits, or credit card fees, and payments are due net thirty (30) days' receipt of invoice after event. University shall not be subject to late payment, interest, or penalties, except where required by the Alabama Prompt Payment Act. University shall not be responsible for paying costs of collection or attorney's fees except where Venue is prevailing party in an action to enforce its rights. University shall only be responsible for taxes where required by law. University may cancel reservations without penalty in the event that pandemic-related restrictions or policies make event attendance impracticable.

Confidential Information. University's requirement to keep information confidential applies only to the extent permitted by Alabama law. Limitations of liability for the unauthorized disclosure of confidential information, including credit card information, personally identifiable information, educational records, or health records shall not apply.

Use of Marks. University grants no right for use of its trademarks through the Agreement.

Insurance. Insurance. University, in its sole and absolute discretion, retains the right to purchase and maintain insurance or self-insurance of the kinds and limits it deems necessary. University shall not extend additional insured or loss payee status, or grant waivers of subrogation. Any insurance obligation imposed by the Supplier on the University is removed in its entirety.

Venue Acceptance:

Signed: _____

Name: _____

Title: _____

Date: _____

Internal Use:

DN: _____