**SPEAKER / PRESENTER / PERFORMING ARTIST AGREEMENT ADDENDUM**

This ADDENDUM is an essential part of the attached contract or agreement (the "Agreement") between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Agency") representing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Artist, Presenter or Speaker") and William & Mary, an agency of the Commonwealth of Virginia ("W&M"). To the extent that any of the terms and conditions contained in the Agreement or any other addendum or rider attached thereto by or on behalf of the Artist, Presenter or Speaker or the Agency conflict with any of the terms of this Addendum, the parties agree that the terms contained in this Addendum will control, notwithstanding any provision in the Agreement to the contrary.

**Part I: Exceptions:** The Agreement is, with the exceptions noted herein or in the Agreement itself, acceptable to W&M. Nonetheless, because certain standard clauses that may appear in the Agreement cannot be accepted by W&M, and in consideration of the convenience of using that Agreement, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Agreement, no term or clause purporting to do any of the following shall have any effect or be enforceable against W&M. In addition, the parties may cross out and alter any inapplicable wording in the Agreement, as deemed appropriate, the parties' agreement to such alterations to be indicated by their initials on the Agreement.

1. Requiring W&M to maintain any type of insurance (the Commonwealth insures itself and its agencies through the State Insurance Reserve Trust Fund administered by the Commonwealth's Department of the Treasury). Since the Commonwealth assumes its own liabilities, agencies of the Commonwealth may not name third parties as additional insured. A certificate of insurance is available upon request;
2. Imposing interest charges contrary to that specified by the Code of Virginia, Section 2.2-4355, Prompt Payment; the provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide W&M with a valid taxpayer identification number;
3. Requiring W&M to indemnify or to hold harmless the Artist, Presenter or Speaker or the Agency for any act or omission, or obligating W&M to pay costs of collection or attorneys' fees;
4. Requiring any total or partial compensation or payment for lost profits or liquidated damages by W&M if the contract is terminated before the scheduled performance or event;
5. Limiting the liability of the Artist, Presenter or Speaker for property damage or personal injury;
6. Requiring W&M to maintain the confidentiality of any records or information relating to the Agreement;
7. Providing that any breach or failure by W&M to comply with any provision of the Agreement is a material or substantial breach or failure; for the avoidance of doubt, this exception is not intended to change W&M's obligations or responsibility arising from a material failure or breach, but only to except any provision purporting to make any and all breaches material;
8. Providing that any that any default, breach or failure to perform by W&M with respect to any other contract is a breach or default of the Agreement;
9. Requiring or requesting W&M to provide alcohol to the Artist; Presenter or Speaker;
10. Permitting unilateral modification of the Agreement by the Artist, Presenter or Speaker;
11. Delaying the acceptance of the Agreement or its effective date beyond the date of execution, or requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the Agreement is considered in effect;
12. Requiring or stating that the terms of the attached Agreement shall prevail over the terms of this addendum in the event of conflict;
13. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia;
14. Binding W&M to any arbitration or to the decision of any arbitration board, commission, panel or other entity; or
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned W&M representative to bestow or incur on behalf of W&M.
16. Granting the Artist, Presenter or Speaker a security interest in property of W&M;

**Part II: Additions:** the following clauses shall be incorporated as part of the Agreement:

1. Cancellation: W&M reserves the right to cancel and terminate the performance and the Agreement, without penalty, upon 30 days written notice to the Artist, Presenter or Speaker. If W&M cancels without such prior notice, W&M will be liable for and agrees to reimburse the Artist’s, Presenter’s or Speaker's reasonable documented out-of-pocket expenses expended in expectation of the performance, except in the case of a cancellation described under clause (4) below.
2. Insurance: The Artist, Presenter or Speaker must have valid insurance in effect at the time of the performance. W&M requires a certificate of insurance with minimum liability limits of $1,000,000.00:
	1. The University will be named as an Additional Insured, and the proper name is: “The Commonwealth of Virginia, and the Rector and Board of Visitors of William & Mary, its officers, employees, and agents.”
	2. Certificate must be issued in advance of the date of the event(s) and show specific event(s) and date(s).
	3. The Certificate must indicate that, at a minimum, general liability coverage, workers compensation coverage, and employers liability coverage are carried.
3. Indemnification; Release from Liability: The Artist, Presenter or Speaker hereby agrees to forever indemnify, hold harmless and release from liability W&M , its Board of Visitors, The Commonwealth of Virginia and their respective agents, employees, and students from and against any and all claims, liabilities, cost, expense, and damages, including fires injuries and/or deaths, which arise from or are caused by, in whole or in part, directly or indirectly, the use of W&M facilities or the performance anticipated by this contract, including those caused by the Artist, Presenter or Speaker, its employees, servants, agents, invites, or independent contractors, except to the extent arising from the negligence of W&M or any of the above-referenced entities. Contractor agrees to defend, indemnify and hold harmless W&M, its trustees, officers, faculty, students, employees and/or agents from and against all actions, claims, demands, damages, expenses, and liabilities (including attorneys' fees) that arise from or are connected with the Engagement. Contractor also releases and waives any and all claims, demands, or causes of action against W&M, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Engagement, any injury to employees, invitees, guests or agents of Contractor, or damage to or loss of any property of Contractor that is brought upon the Premises, or exhibited, stored, or left upon the Premises. Any such property left upon the Premises following the Engagement shall be considered abandoned by Contractor and may be discarded by W&M.
4. Default by the Artist, Presenter or Speaker: If the Artist, Presenter or Speaker fails or neglects to comply with any provision of the Agreement or this Addendum, such failure shall be deemed a material breach and W&M shall have the right, in its sole discretion, without prejudice to any other rights and remedies, to (a) terminate the Agreement and cancel the performance, (b) prorate or withhold payment of the fee, and/or (c) refuse to enter into future contracts with the Artist, Presenter or Speaker. In the event the Artist, Presenter or Speaker fails to appear or perform, the Artist, Presenter or Speaker agrees to reimburse W&M for all reasonable out of pocket expenses. W&M reserves the right to reduce payment for the Artist’s, Presenter’s or Speaker's failure to perform for the full amount of time specified in the Agreement or for substantial lateness of start time agreed upon in the Agreement.
5. Force Majeure: Notwithstanding any other provision herein, in the event that the performance shall be prevented or delayed by an act of God, physical disability, or any other cause beyond reasonable control, all parties will be relieved of their obligations with respect to the performance.
6. Alcohol or Controlled Substances; Fraternization: The Artist, Presenter or Speaker agrees not to consume alcohol and/or any illegal substance while on campus, and not to perform while under the influence of alcohol or any illegal substance. The Artist, Presenter or Speaker agrees to maintain a professional relationship before, during, and after the performance with W&M's students. The Artist, Presenter or Speaker will not attend any after-parties or fraternize inappropriately with students.
7. Compliance with Law and Policy: The Artist, Presenter or Speaker shall comply with all applicable federal, state and local laws, rules and regulations, including the statutes relating to obscene exhibitions, motion pictures, and performances, notwithstanding the provisions of§ 18".2-383 of the Code of Virginia. The Artist, Presenter or Speaker is also responsible for complying with all applicable W&M policies, including the prohibition on use of W&M name in public performances.
8. Execution: The Agreement and this Addendum may be-executed, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. Applicable Laws and Courts: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Virginia.

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1. Taxpayer Identification Number and Certification: Artist, Presenter or Speaker shall provide an accurate, completed Commonwealth of Virginia substitute W-9 form.
<http://www.wm.edu/offices/financialoperations/documents/wmsubw9.pdf>
2. Parking: Vendors/Contractors requiring access to a parking space for more than an hour at a time are required to purchase parking credentials on a daily, monthly or annual basis. For current policies, exceptions and pricing lease go to: <http://www.wm.edu/offices/auxiliary/parkingandtransportation/parking/general_decal/index.php>
3. [ ]  BACKGROUND CHECK

If box is checked, the Contractor (and their employees) will be required to perform employee background check(s) for contracts that require services performed on William & Mary Campuses and affiliated facilities. Special Terms and Conditions are located in the following link: <https://www.wm.edu/offices/procurement/policies_and_procedures/index.php>

# William & Mary Representative Artist, Presenter or Speaker Representative

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Agency Representative

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_