

**THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS
EVENT CONTRACT ADDENDUM**

The following terms and conditions of this Event Contract Addendum ("Addendum") are incorporated into and form a part of the Agreement between The University of Chicago on behalf of its Booth School of Business ("Chicago Booth") and **WHEATON PARK DISTRICT** ("Vendor"), Chicago Booth contract number **160600000578** ("Agreement") for the event scheduled **April 08, 2017** ("Event").

1. **Addendum Controlling.** The parties expressly agree that, in the event of a conflict between the terms of the Agreement or any attachments, exhibits or addenda thereto and the terms of this Addendum, this Addendum will supersede the applicable section or clause of the Agreement.

2. **Tax Exemptions.** Vendor acknowledges that Chicago Booth is a not-for-profit organization exempt from sales and use taxes in the State of Illinois (tax exempt ID Number E9990-5280-06), as well as Connecticut, Florida, Massachusetts, Michigan, Minnesota, Missouri, New York, Tennessee, Texas and Wisconsin. Where applicable, Vendor agrees not to charge Chicago Booth for applicable taxes. Chicago Booth will provide a tax exempt certificate to Vendor upon request. Vendor agrees not to charge Chicago Booth finance charges for late payments.

3. **Refund of Deposit.** If the Event is cancelled by Vendor or for any reason other than cancellation by Chicago Booth, Vendor shall provide Chicago Booth with a refund of any deposits or other fees paid in connection with the event within 30 days of the cancellation.

4. **Cancellation by Chicago Booth.** If Chicago Booth elects to cancel the event with at least ¹⁴ days notice to Vendor, Vendor shall use commercially reasonable efforts to rebook the Event space to a third party, in which case Chicago Booth will not be liable for any cancellation or other fees. If Vendor is unable to rebook the Event space, Chicago Booth shall have the right to reschedule the Event for a mutually agreeable date within 180 days of the originally scheduled Event. Any deposits or other fees paid by Chicago Booth will be credited toward the rescheduled Event.

5. **Minimum Revenue Charges.** In the event the Agreement requires Chicago Booth to pay any liquidated damages or other fees for failure to meet any minimum revenue guarantee, Vendor agrees that any such fees paid by Chicago Booth may be used as a credit for another event held with Vendor on a mutually agreeable date within 180 days of the originally scheduled event.

6. ~~**Alcoholic Beverages.** To the extent Vendor will serve alcoholic beverages in connection with the Event, Vendor agrees (a) to comply with all applicable laws and regulations related to the sale and service of alcoholic beverages and (b) that Chicago Booth has no responsibility with respect to such compliance.~~

7. **Publicity.** Each party agrees that it shall not, either directly or indirectly, use the name, trademarks, or logos of the other party or its subsidiaries in any press release or advertising material without the prior written consent of the other party.

8. **Liability for Damage.** Chicago Booth shall not have any liability or other financial obligation to Vendor for any damage occurring in connection with the Event, except for that which is caused by the gross negligence or willful misconduct of Chicago Booth or its invited guests.

9. **Indemnification.** Vendor agrees to defend, indemnify and hold the University of Chicago and its Board of Trustees, officers, directors, employees, volunteers and agents harmless from and against any and all such losses, expenses, damages (including loss of use), demands and claims arising out of Vendor's actual or alleged (a) negligence or intentional misconduct, (b) violation of applicable law, rule or regulation, or (c) a breach of the Agreement or this Addendum.

10. **Dispute Resolution.** Any dispute arising out of this Agreement or Addendum shall be governed by the substantive law of Illinois without regard for Illinois choice of law rules. The venue for any dispute arising out of the Agreement or the Addendum shall be the Circuit Court of Cook County, Illinois or, if subject matter jurisdiction is present, the United States District Court for the Northern District of Illinois. Any arbitration or other alternative dispute resolution clause contained in the Agreement shall be deemed stricken from the Agreement.

WHEATON PARK DISTRICT

By: Michael J. Berger

Its: Executive Director

Date: 3-14-17

**The University of Chicago on behalf of its
Booth School of Business**

By: [Signature]

Its: Senior Associate Director of Accounting & Budget

Date: 2/16/17

160600000578