

Addendum to the Contract dated \_\_\_\_\_ between  
\_\_\_\_\_ (“ARTIST”)  
and  
Eastern Kentucky University (“SPONSOR”)

**A-1. Use of SPONSOR Premises.** ARTIST will conform to and comply with all of the SPONSOR’s rules and regulations and will ensure that it has complied with applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in using the SPONSOR’s facilities, including without limitation obtaining any permits, and ARTIST agrees it will not use the SPONSOR facilities so as to create any nuisance, or in such a manner as may cause any dangerous or hazardous condition on the SPONSOR facilities.

**A-2. Damage to SPONSOR Premises.** ARTIST will keep the SPONSOR facilities in good order and condition during the ARTIST’s use of the SPONSOR facilities and agrees to repair and replace promptly any and all damage that may occur to the facilities caused by ARTIST’s employees or agents.

**A-3. Insurance.** ARTIST, at ARTIST’s expense, will carry and maintain in full force and effect at the time of ARTIST’s use of SPONSOR facilities general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the SPONSOR and authorized to do business in the Commonwealth of Kentucky, with limits of coverage of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate for the benefit of both SPONSOR and ARTIST as protection against all liability claims arising from the use of the SPONSOR facilities.

**A-4. Indemnification.** SPONSOR shall not be liable for any damage to persons or property arising from or caused by ARTIST’s use of the SPONSOR facilities. ARTIST will defend, indemnify and hold harmless the SPONSOR, its governing board, officers, agents and employees from and against any and all claims, demands, damages, costs, including reasonable attorney fees, and liability for injury to persons or damage to property arising out of ARTIST’s use of the SPONSOR facilities and the actions and/or negligence of its officers agents and employees.

**A-5. Entire Agreement.** This Addendum and the Contract referenced above constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing signed by all parties. In the event of any inconsistency among the provisions of this Addendum and the Contract referenced above between the parties hereto, the provisions of this Addendum shall be given precedence.

**A-6. Governing Law and Forum.** This Contract shall be governed, interpreted and construed in accordance with the laws of the Commonwealth of Kentucky, which shall also be the forum for any proceeding or suit in law or equity arising from or incident to this Contract.

**A-7. Accommodation.** ARTIST warrants that he/she complies with Kentucky and federal disabilities laws and regulations. ARTIST hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S. C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. ARTIST agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. ARTIST further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

EASTERN KENTUCKY UNIVERSITY

ARTIST

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_