

**Addendum to the Contract dated _____ between
_____ (“SPEAKER”)
and
Eastern Kentucky University (“SPONSOR”)**

A-1. Use of SPONSOR Premises. SPEAKER 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 SPEAKER 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. SPEAKER will keep the SPONSOR facilities in good order and condition during the SPEAKER’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 SPEAKER’s employees or agents.

A-3. Indemnification. SPONSOR shall not be liable for any damage to persons or property arising from or caused by SPEAKER’s use of the SPONSOR facilities. SPEAKER 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 SPEAKER’s use of the SPONSOR facilities and the actions and/or negligence of its officers, agents and employees.

A-4. 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-5. 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-6. Accommodation. SPEAKER warrants that he/she complies with Kentucky and federal disabilities laws and regulations. SPEAKER 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. SPEAKER agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. SPEAKER 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

SPEAKER

Printed Name: _____
Title: _____
Date: _____

Printed Name: _____
Title: _____
Date: _____