**MONTANA STATE UNIVERSITY**

**Hotel and Space Rental Agreement Addendum – Required University Terms**

The following terms and conditions are hereby included and incorporated into the Agreement (the “Agreement”) between Montana State University ("MSU" or the "University") and the undersigned vendor (the “Vendor”). The following terms and conditions shall take precedence over any conflicting terms in the Agreement (including any conflicting terms in any addenda, exhibits, website links, or other documents and communications), regardless of any other provision regarding priority of documents or precedence in the parties’ Agreement:

1. **Governing Law and Jurisdiction.**  The Agreement and all claims arising out of or relating to the Agreement shall be governed by the laws of the State of Montana (without regard to its conflict of law provisions) and all matters relating to the validity, interpretation, and enforcement of the Agreement shall be determined in the State of Montana. In accordance with Sections 18-1-401 and 18-1-403, MCA, the parties agree that the district courts of the state of Montana shall have exclusive original jurisdiction to hear, determine, and render judgment on any claim or dispute arising out of the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
2. **Arbitration.** Any provision which requires the University to submit to binding arbitration is deleted in its entirety.
3. **Disputes.** Any dispute arising under or resulting from this Agreement that is not resolved within sixty (60) calendar days by authorized representatives of University and Vendor shall be brought to the attention of Vendor’s Chief Executive Officer or President (or designee) and University’s Vice President for Administration & Finance for resolution. If this informal dispute resolution process is unsuccessful, Vendor may request that the University President participate in the dispute resolution process, at the discretion of the University President. If the parties remain unable to reach a resolution, the parties may pursue all remedies not inconsistent with this Agreement.
4. **University Indemnification and Liability.** The University may not enter into an agreement to hold a party harmless or to indemnify a party from prospective damages. Therefore, any provisions requiring the University to indemnify, hold harmless, or defend Vendor are deleted in their entirety. University shall be liable only for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law following adjudication and a final determination by a court of competent jurisdiction. University shall have no liability for the acts or omissions of third parties. With respect to loss, expense, damage, liability, claims or demands arising from the negligence or misconduct of the University, University agrees that it will cooperate with Vendor in the defense of any action or claim brought against Vendor seeking the foregoing damage or relief, provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceeding.
5. **Vendor Indemnification and Liability.** Vendor shall indemnify, defend and hold harmless the State of Montana, the Montana State University, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Vendor’s performance of this Agreement.
6. **Limitations of Liability.** Any provision disclaiming direct damages caused by Vendor’s negligence, misconduct, or breach of contract is deleted. In no event shall the liability of Vendor be limited for intentional torts, criminal acts, fraudulent conduct, or gross negligence.
7. **Change in Terms.** Any provision which permits or otherwise allows the Vendor to change, modify or amend the terms of this Agreement absent a writing signed by the parties is deleted in its entirety.
8. **Insurance.** As an agency of the State of Montana, University is self-insured according to Montana law. The statutory limits of liability are $750,000 for each claim and $1.5 million for each occurrence. Any provision of the Agreement requiring University to purchase or maintain any form of insurance beyond that required by Montana law is deleted. Any provision of the Agreement which requires University to name a non-University party as an additional insured or waive subrogation is deleted.
9. **Attrition and Cancellation.** If the University has reserved a block of rooms or space for an event, the University shall only be liable for the cost of any rooms or space actually occupied by the University. Any provision which requires the University to pay for or otherwise be liable for the cost of any unoccupied or unrented space shall be deleted in its entirety. Vendor agrees that if it releases any unrented rooms pursuant to the terms of the Agreement, Vendor shall continue to accept reservations from participants or attendees at University’s event that is the basis for the Agreement at the same rates and dates per the terms identified in the Agreement, on a space available basis.
10. **Attorneys’ Fees.** Any provisions requiring the University to pay Vendor’s attorneys’ fees are deleted in their entirety. University shall pay attorney’s fees and other costs only in accordance with Section 25-10-711, MCA.
11. **Interest.** In accordance with Section 17-8-242, MCA, University shall pay simple interest at the rate of 0.05% each day on amounts due for supplies and services received if University fails to make timely payment.
12. **Integration.** The parties agree that this Addendum shall control over the original and any revisions or amendments to the Agreement and any terms of use, terms of service, end user license agreements, or click-through provisions. Any change, modification, or waiver of any term of this Agreement will not be valid unless it is in writing and signed by an authorized official of both the University and Vendor.

**Agreed**:

**Montana State University Vendor**

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

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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