

**SAMPLE RIDER TO BE SUBMITTED TO TRAVEL VENDOR/TOUR OPERATOR TO
DEMONSTRATE MINIMUM LEGAL REQUIREMENTS FOR PACE-SPONSORED
SHORT TERM STUDY ABROAD PROGRAMS**

**Rider to Itinerary, Fares, and Rules Agreement ("Agreement") between _____ and
Pace University ("Pace" or "the University") for transportation, in-country ground
transportation and hotel accommodations (the "Tour") portion of Dyson College of Liberal
Arts and Sciences travel course to _____ from
_____ to
_____ 2001.**

The following clauses are hereby incorporated and made a part of the Agreement between _____ and Pace, to either replace or supplement the terms of the Agreement, as applicable. In the event of any conflict between the terms of this Rider and the terms of the Agreement, the terms of this Rider shall control.

1. Tour Prices. The prices for the Tour shall be as set forth in the Agreement, and _____ shall not increase the prices or change the itinerary or materially reduce the kind or quality of Tour goods and services without prior written consent of the University.

2. Cancelled Tours. In the event that _____ cancels the Tour for any reason whatsoever, it shall, within 14 calendar days after cancellation of the Tour, refund to Pace and/or each Tour participant respectively, 100% of Pace's and the participant's payment.

3. Insurance and Safety. _____ shall procure and maintain a Comprehensive General Liability Insurance policy, which shall provide for coverage in the amount of not less than \$3,000,000. Any and all insurers with whom _____ contracts to provide insurance must be licensed to do business in New York and acceptable to Pace. _____ shall provide Pace with a certificate of insurance naming the University as an additional insured and indicating that the insurance shall not be diminished or canceled without at least 30 days prior written notice to Pace. The policy shall be primary coverage, ahead of any liability insurance carried by Pace, with respect to the subject matter of this Agreement, and _____ shall furnish Pace with the insurer's written consent to the primacy of the policy. These requirements apply to any subcontractors or agents _____ uses in the performance of the work and services provided hereunder and it is _____'s responsibility to assure that subcontractors and agents comply with such requirements.

_____ certifies that it and its employees have the background, training, experience and necessary licenses to perform properly the services to be delivered under this agreement.

_____ acknowledges that Pace, in entering into this Agreement, reasonably expects _____ to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the services to be delivered under this Agreement without injury to Pace, _____, its respective employees, and any third parties.

4. Use of the University's Name, Logo and Trademarks.

_____ recognizes and acknowledges that Pace is the sole owner of its name, logo and trademarks (collectively, the "University's Name") and has the right of exclusive use and control. Neither _____ nor any of its employees or agents shall use Pace's name without the prior written approval of the University.

5. Independent Contractor. It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between _____ and any of its employees, nor does it create a joint relationship or partnership between the parties hereto. _____'s relationship to Pace is that of an independent contractor. Neither party shall incur any obligation or expense for, or on behalf of, the other party without the other party's prior written consent in each instance.

6. Indemnification. _____ shall defend with competent counsel, indemnify and hold Pace's harmless from any and all manner of suits, claims or demands (1) arising out of _____'s acts or omissions whether pursuant to this Agreement or otherwise; (2) arising out of any breach of this Agreement by _____; or (3) arising out of errors, omissions or any activities of any carrier or supplier of accommodations, goods or services that _____ may select (collectively, "Indemnifying Acts"). _____ shall reimburse Pace for any and all costs, damages and expenses including reasonable attorneys fees to which Pace may be subject as a result of the occurrence of any Indemnifying Act. However, _____ shall not be required to defend, indemnify, or hold Pace harmless from any claims arising out of a breach of this Agreement or other culpable conduct committed by Pace. The amount of any insurance required to be maintained by

_____ hereunder shall not constitute a limitation on its indemnification obligation. This provision shall survive any termination of this Agreement.

7. Notice Provisions. All notices regarding the agreement should be sent to the individual at Pace coordinating the project with simultaneous copies to:

To Pace:

Treasurer
Pace University
One Pace Plaza
New York, NY 10038

and

University Counsel
Pace University
One Pace Plaza
New York, NY 10038

To _____

8. Compliance with Applicable Laws. _____ and its agents shall comply with all applicable federal, state and local laws including paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and section 503 of the Rehabilitation Act of 1973. Furthermore, _____, its contractors, and agents shall comply with all applicable international laws, codes and regulations of the countries and localities in which services are provided, including, but not limited to, requirements relative to health and safety, permits and licensing of vehicles and drivers, vessels and crews.
9. Modification. No modification, amendment, addition to, or waiver of the provisions of this Agreement shall be valid or enforceable unless made in writing and signed by both of the parties.

10. Jurisdiction and Venue. The jurisdiction of any proceeding between the parties arising out of or with respect to this Agreement shall be in a court of competent jurisdiction in New York State. Venue shall be in New York County. Each party shall be subject to personal jurisdiction of the courts of New York State.

11. Governing Law. This Agreement shall be governed by the laws of the State of New York.

Pace University _____

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____