

RIDER TO HOTEL CATERING/EVENT AGREEMENT

Rider to Letter of Agreement dated _____ (“Agreement”) between [FULL LEGAL NAME OF HOTEL] (“Hotel”) and Pace University (“Pace”).

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

1. **Expertise.** Hotel represents to Pace that Hotel has sufficient staff available to provide the services to be delivered under this Agreement and that all individuals providing such services have the background, training, and experience to provide the services to be delivered under this Agreement and/or, as appropriate, for adequately supervising such individuals at the worksite(s).
2. **Termination.** (a) Both parties shall have the right to terminate this Agreement for cause, consistent with the following: In the event Hotel may be undergoing any substantial construction or renovation during the meeting dates that would materially affect the event(s) governed by this Agreement, Hotel shall promptly notify Pace and Pace shall have the right to terminate this Agreement without liability if, in Pace’s judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under this Agreement. (b) In the event this Agreement is terminated by Hotel for reason(s) not attributable to Pace or if canceled by Pace for default of performance by Hotel or Force Majeure, then within thirty (30) days after termination, Hotel will reimburse Pace for all advance payments paid by Pace to Hotel that were (a) not earned by Hotel prior to termination, or (b) for goods or services that the Pace did not receive from Hotel prior to termination.
3. **No Employment Relationship Created.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Pace and Hotel or any of Hotel employees, nor does it create a joint relationship or partnership between the parties hereto. Neither Hotel nor its employees are entitled to benefits that Pace provides for Pace employees. Hotel relationship to Pace is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party’s prior written consent in each instance.
4. **No Withholding.** Hotel is solely and exclusively responsible for the satisfaction of its own local, state, and federal income tax and Social Security withholding that may be applicable to the amounts payable by Pace under this Agreement.
5. **Confidentiality.** During the course of performance of this Agreement, Hotel may be given access to information that relates to Pace’s past, present and future research, development, business activities, products, services, technical knowledge and personally identifiable student and employee information. All such information shall be deemed to be “Confidential Information” unless otherwise indicated by Pace in writing at or after

the time of disclosure. Hotel agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Hotel agrees to notify Pace of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. The terms of this paragraph 6 shall survive the expiration or termination of this Agreement. These requirements apply to any subcontractors or agents Hotel uses in the performance of the Work and it is Hotel responsibility to assure that subcontractors and agents comply with such requirements.

6. **Assignment.** Hotel shall not assign its duties hereunder without the prior written consent of Pace.
7. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective successors and permitted assigns.
8. **Compliance With Laws.** (a) Hotel warrants that (1) its facility is fit for Client's intended use, as set forth in the Agreement, and (2) the services to be provided under the Agreement shall be provided in full compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including, but not limited to, U.S. Occupational Safety and Health Administration ("OSHA") requirements; applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity; section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended; and section 503 of the Rehabilitation Act of 1973. Hotel and its subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies. Without limiting the generality of the foregoing provisions of this paragraph 9, Hotel hereby certifies that it is in compliance with all applicable provisions of [***NAME OF STATE IN WHICH HOTEL IS LOCATED***] and/or locally adopted fire safety code(s), and that Hotel has had a fire safety inspection within the past twelve months. Notwithstanding any term or condition of this Agreement to the contrary, this Agreement may be terminated in its entirety, without penalty or recourse, by Pace if the foregoing Hotel certification is inaccurate. (b) Without limiting the generality of the foregoing provisions of this paragraph 9, Hotel shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by Pace, provided that Pace gives reasonable advance written notice to Hotel of such needs. Pace shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by Hotel.
9. **Alcoholic Beverages.** In the event that alcoholic beverages are to be served, Hotel shall be solely responsible for checking identifications and assuring that no persons under age 21 years are served alcoholic beverages during the function, and further assuring that all state and local regulations and laws with respect to the dispensing of alcoholic beverages will be strictly adhered to.
10. **Pace Approval.** Any price increases or material substitution of goods, services or facilities shall be subject to prior Pace written approval.

11. **Indemnification.** Hotel agrees to defend, indemnify, and hold harmless Pace, its successors and assigns, and their respective trustees, officers, employees, and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by Hotel employees, employees of Hotel subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Hotel performance or nonperformance of this Agreement.
12. **Cooperation.** The parties agree to cooperate with each other in connection with any internal investigations by Pace or Hotel of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of Hotel employees or subcontractors or participate in any Union grievance or other proceedings relative to Hotel employees or subcontractors except as a fact witness.
13. **Insurance.** (a) In addition to Worker's Compensation, as required by law, Hotel shall carry Commercial General Liability insurance in the minimum amount of three million dollars (\$3,000,000.00) each occurrence and including products and completed operations coverage, covering all of Hotel activities related to this Agreement. Hotel liability policies shall name Pace as an additional insured. Hotel shall provide Pace with certificates of insurance evidencing the aforesaid coverage, prior to commencing Work pursuant to this Agreement. The amounts of insurance required to be obtained by Hotel hereunder shall not constitute a limitation on the indemnification obligations of Hotel. (b) Hotel liability insurance shall be executed to include Dram Shop liability or similar liability imposed by law. Hotel shall furnish a certificate from its insurance carrier showing that it has complied with the foregoing provisions, and providing that the said insurance policies will not be changed or canceled during their term until after at least thirty (30) days prior written notice by registered mail to Pace. If the required certificate of insurance is not provided to Pace in advance of the event(s) governed by this Agreement, Pace shall have the right to terminate and receive a full refund of any amounts paid in advance.
14. **Force Majeure.** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.
15. **Governing Law and Jurisdiction.** Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of New York.
16. **Notices.** All notices to Pace in connection with this Agreement shall be sent to:

[NAME, TITLE, AND ADDRESS OF RELEVANT PACE CONTACT(S)]

with simultaneous copies to:

Pace University
One Pace Plaza
New York, NY 10038
Attn: Treasurer

and

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

All notices to Hotel in connection with this Agreement shall be sent to:

[NAME, TITLE, AND ADDRESS OF HOTEL CONTACT]

17. **No Waiver.** Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

PACE UNIVERSITY

[FULL LEGAL NAME OF HOTEL]

By: _____

By: _____

Name: Thomas Brady

Name: _____

Title: Treasurer

Title: _____

Date: _____

Date: _____