[INSERT FULL NAME OF COMAPNY] (“Catering Company”)

Terms and Conditions for

Teachers College, Columbia University (“College”)

Notwithstanding the agreement, the parties will agree to the following terms and conditions in order for Teachers College, Columbia University to event.

**1. Force Majeure**

If the Catering Company or College is unable to perform its obligations due to reasons beyond the Catering Company’s or College’s control, such as strikes, labor disputes, acts, regulations or orders of governmental authorities, civil disorder, disasters, acts of war, acts of God, fires, flood or other emergency conditions, any delay in necessary and essential repairs of the Hotel, such non-performance is excused and such party may terminate this agreement without further liability of any nature. The Catering Company and College may negotiate new date for the event and the Catering Company will apply any deposit or funds paid by College, prior to the force majeure event to the new date. If the parties cannot reach a new date that is acceptable to both parties, the Catering Company will return to College 75% of the funds it had paid to the Catering Company prior to the force majeure event. In no event shall the Catering Company or College be liable for consequential damages of any nature for any reason whatsoever.

**2. Indemnification**

The Catering Company shall indemnify, defend and hold harmless College and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by ’s negligence in connection with the provision of services or the use of Hotel facilities. shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

College shall indemnify, defend and hold harmless and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by C’s negligence and/or its ’negligence in connection with the use of Hotel facilities. College shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

**3. Insurance**

Each party is responsible for maintaining the appropriate level and type of insurance according to what is standard in their business.

4. **Cancellation Damages:** College agrees and understands that, in the event of a cancellation or lack of full performance by College, the Catering Company’s actual damages would be difficult to determine. Therefore, College agrees that should it cancel College’s Event for any reason other than due to a force majeure event, including changing College meeting/function site to another hotel, College will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for College’s Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Date of ’s Receipt of Cancellation Notice**  | **Percentage of Total Minimum****Anticipated Revenue** | **Amount of****Cancellation Damages Owed** |
| Cancellation between date of signing and **90 days prior to arrival:** | **10** % of cost = $0.00 |
| Cancellation between **89 days** and **30 days:** | **15** % of cost = $0.00 |
| Cancellation between **29** and  | **20** % of cost = $0.00 |

5. **Attorney fees and costs:** Should any party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded its costs incurred and expended during any pending litigation, including reasonable attorney's fees.

6. **Order of Governance:** Both parties agree that the terms and conditions of this Addendum shall supersede the terms and conditions of the Agreement.

TEACHERS COLLEGE, COLUMBIA UNIVERSITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

DATE:

[INSERT FULL NAME OF CATERING COMPANY]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

DATE: