SCHEDULE A

*ADDENDUM TO* AGREEMENT BETWEEN FULL NAME OF RESTAURANT OR VENUE AND TEACHERS COLLEGE, COLUMBIA UNIVERSITY

 This Addendum sets forth the additions to the Agreement between Teachers College, Columbia University (“Client”) and Full Name Of Restaurant Or Venue (“Venue”). Venue and Client, agree as follows:

*1.  Non Performance in case of Force Majeure:*

If the Venue or College is unable to perform its obligations due to reasons beyond the Venue’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, acts of terrorism, fires, flood or other emergency conditions, any delay in necessary and essential repairs of the Venue, such non-performance is excused and such party may terminate this agreement without further liability of any nature. Venue and Client attempt to negotiate new date for the event and Venue will apply any deposit or funds paid or owed by Client, 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 Venue will return to Client 75% of the funds it had paid or owed to the Venue prior to the force majeure event.   In no event shall Venue or Client be liable for consequential damages of any nature for any reason whatsoever.

*2.  Indemnification:*

Venue agrees to indemnify, defend and hold harmless Client and its officers, affiliates, trustees, 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 Venue’s negligence in connection with the provision of services or the use of the Venue facilities.  Venue 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.

Client agrees to indemnify, defend and hold harmless Venue 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 Client’s negligence and/or its members’ negligence in connection with the use of Venue facilities. Client 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. Order of Governance:*

Both parties agree that the terms and conditions of this Addendum shall supersede the terms and conditions of the Agreement.

The Parties execute this Agreement by their duly authorized representatives as of [Effective Date].

On behalf of Teachers College, Columbia University

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Name:

Title:

Date:

On behalf of the Name Of Restaurant Or Venue

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Name:

Title:

Date: