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| ***TEMPLATE –***  ***Addendum for TRANSPORTATION SERVICE***  *Instructions:*  *Please fill in any highlighted section with the appropriate answer and then DELETE the highlight over the section. For example,* **[STUDENT ORGANIZATION,] 🡪 Reveille Fan Club**. *You will repeat this process for all the other sections that are below.*  *Please note any GREEN highlighted sections are instructions to help guide you in an event that you need them. Once you have the appropriate answer, DELETE the highlighted section.*  *Once this is completed, DELETE the instruction box before turning in your final copy.* |

**[Organization] Addendum**

**[STUDENT ORGANIZATION] –**

**A recognized student organization at Texas A&M University**

This addendum, when signed by the parties, is hereby incorporated into the contract by and between [STUDENT ORGANIZATION], a recognized student organization at Texas A&M University (hereinafter referred to as "ORGANIZATION") and [VENDOR] (hereinafter referred to as “VENDOR”) dated [DATE].

1. ORGANIZATION contracts the VENDOR’s services as outlined herein:

**Event:**

**Date:**

**Pick Up Time:**

**Pick Up Location:**

**Destination:**

**Return Time:**

**Drop Off Location:**

**Bus Quantity/Type:**

1. ORGANIZATION agrees to pay $AMOUNT for exclusive use of VENDOR outlined in section above.
   1. Payment is to be made by ORGANIZATION check to [VENDOR] at the conclusion of the event. VENDOR must fulfill the terms of this agreement before payment will be issued.
   2. This amount represents the total sum payable by ORGANIZATION for services hereunder and any other expenses incidental to this agreement will be the sole responsibility of VENDOR, unless otherwise specified in this contract.
   3. Only ORGANIZATION participants and necessary employees of VENDOR will be allowed in the vehicle during transportation.
2. It is understood that VENDOR staff have been selected and trained as appropriate to the role and responsibilities of the position they hold.
3. Limitation of Liability/Disclaimers of Warranty: In the event of assigned driver or substitute driver illness or emergency, VENDOR will provide an alternative driver that has been trained and certified as appropriate to the roles and responsibilities of the position the driver holds. VENDOR hereby certifies that provided charter buses will be in good working order at the time of the event. In the event of a mechanical failure, VENDOR shall provide appropriately sized substitute vehicles and assigned drivers for the ORGANIZATION’S outlined pick-up and destination instructions to be fully executed. The VENDOR agrees to fulfill the obligations of the travel itinerary as provided by the ORGANIZATION.
4. It is understood that VENDOR is covered by appropriate insurance for the service being provided to cover any claim(s) arising from or as a result of the use of the transportation services.
5. This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, disability laws and the like. VENDOR and ORGANIZATION agree to ensure compliance with such laws.
6. It is understood and agreed that ORGANIZATION does not maintain insurance coverage for accidents or illnesses related to the ORGANIZATION’s activities.
7. VENDOR agrees to provide the contact for this event [CONTACT NAME AND PHONE NUMBER] with exact information regarding pick up time and location a minimum of seventy-two (72) hours prior to the starting time of engagement.
8. VENDOR shall hold harmless ORGANIZATION, its agents, employees, and representatives from any liability or action rising from personal injury or property damage by negligent act of omission or commission of VENDOR or its employees, agents or representatives.
9. VENDOR shall provide “as-directed transportation” for the ORGANIZATION, per the itinerary and maps provided by the ORGANIZATION. The cost of “as-directed transportation” is included in the above payment agreement and the VENDOR will not additionally charge the ORGANIZATION after the completion of the event. VENDOR will not fine the ORGANIZATION if there are changes made due to unforeseen circumstances which include but are not limited to traffic, construction, last minute cancellation of a venue by a third party or any extenuating circumstance which may cause the itinerary to change. VENDOR agrees to maintain the schedule as provided by the ORGANIZATION.
10. (If applicable) The ORGANIZATION will pay for a hotel room for at [LOCATION/HOTEL INFORMATION] for the VENDOR staff [SPECIFIC DATES].
11. VENDOR will not charge or fine the ORGANIZATION for consumption of food or drinks on the bus, provided that the ORGANIZATION removes and disposes of all trash from the bus.
12. Neither party is required to perform any term, condition, or covenant of this contract if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome. In the event that the engagement of VENDOR/ORGANIZATION should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone followed immediately by an emailed copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
13. If a breach by VENDOR of any provision of this agreement for any reason other than a force majeure as set out in Item #13 (update based on whether numbers have changed due to additions or deletions) above results in the agreed engagement not occurring, VENDOR agrees to reimburse ORGANIZATION for any and all documented out-of-pocket expenses related to the engagement. Payment will be due in full sixty (60) days from the contracted engagement date.
14. It is understood and agreed that nothing contained in this agreement shall require ORGANIZATION to violate Texas A&M University Regulations, or any state or federal laws or regulations.
15. The [VENDOR RESERVATION] Contract as amended and this Addendum contain the entire understanding of the parties and shall be amended or modified only in writing by VENDOR and ORGANIZATION on its behalf. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the state of Texas.
16. As a recognized student organization at Texas A&M University, ORGANIZATION may enter into this agreement on behalf of its leadership and membership. ORGANIZATION is not authorized to commit Texas A&M University to any part of any agreement except as is consistent with university rules and regulations.
17. If there is any conflict or ambiguity between the [TYPE] Contract and the Organization Addendum the terms of this Addendum shall prevail.

Signatories warrant that they are duly authorized representatives of the parties to this contract.

ACCEPTED AND AGREED:

FOR: [STUDENT ORGANIZATION] FOR: [VENDOR]

A recognized student organization at Address

Texas A&M University Address

Address

Address

F.E.I.N(if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Employee Identification Number

BY: BY:

Chief Student Leader, [STUDENT ORGANIZATION]

DATE: DATE:

REVIEWED BY:

Advisor, [STUDENT ORGANIZATION]

DATE: