



Hotel Agreement Addendum – Required University Terms

The following terms and conditions are hereby included and incorporated into any Agreement (the "Agreement") between Idaho State University ("ISU" or the "University") and the undersigned Hotel (the "Hotel"). The following terms and conditions shall take precedence over any conflicting terms in the Agreement:

1. **Governing Law and Jurisdiction.** ISU is an agency of the State of Idaho, and as such ISU has no authority to bind the State of Idaho to the law or courts of another state. Additionally, ISU is not authorized to waive the State of Idaho's sovereign immunity. Any provision which requires ISU to submit to the governing law of another state or waive sovereign immunity under Idaho Law is deleted in its entirety. The Parties agree that a court of competent jurisdiction shall preside over any disputes arising from the Agreement.
2. **Arbitration and Jury Trial.** Any provision which requires the University to submit to binding arbitration or waive its right to a jury trial is deleted in its entirety. As a state agency, ISU does not contractually waive its rights to trial.
3. **Indemnification.** The University may not enter into an agreement to hold a party harmless or to indemnify a party from prospective damages. Therefore, any provisions requiring the University to indemnify, hold harmless, or defend Hotel are deleted. University shall be liable only for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law. With respect to loss, expense, damage, liability, claims, or demands arising from the negligence or misconduct of the University, University agrees that it will cooperate with Hotel in the defense of any action or claim brought against Hotel seeking the foregoing damage or relief, provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceeding.
4. **Limitations of Liability.** Any provision disclaiming direct damages caused by Hotel's negligence, misconduct, or breach of contract is deleted. In no event shall the liability of Hotel be limited for intellectual property infringement, confidentiality obligations, intentional torts, criminal acts, fraudulent conduct, gross negligence, or willful misconduct.
5. **Insurance.** As an agency of the State of Idaho, University liability coverage is provided through the State of Idaho's public liability insurance program. Any provision of the Agreement requiring University to purchase or maintain any form of insurance beyond that required by Idaho law is deleted. The University does not accept liability beyond that provided by the Idaho Tort Claims Act. Any provision of the Agreement which requires University to name a non-University party as an additional insured or waive subrogation is deleted.
6. **Attorneys' Fees.** Any provisions requiring the University to pay Hotel's attorneys' fees are deleted in their entirety.
7. **University Trademarks.** Hotel may not use any University trademarks, service marks, logos, symbols, designs, or other marks without prior written approval from the University Marketing and Communications office.
8. **Compliance with Laws.** Hotel agrees to comply with any and all applicable Federal and State laws.
9. **Integration.** The parties agree that this Addendum shall control over the original and any revisions or amendments to the Agreement and any terms of use, terms of service, end user license agreements, or click-through provisions. Any change, modification, or waiver of any term of this Agreement will not be valid unless it is in writing and signed by an authorized official of both the University and Hotel.

10. **Force Majeure.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; athletic program termination; NCAA or conference determined restrictions or cancellations if applicable; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition terminates a party's obligations under this contract, unless the parties mutually agree to reschedule. Hotel shall refund the University any amounts paid to Hotel within ten (10) business days of the date either party provides written notice of cancellation under this section.

11. **Cancellation.** In the event the University cancels some or all of its reservations for a reason other than a Force Majeure Event or Hotel's breach of this Agreement, Hotel agrees to use reasonable efforts to resell rooms in the University's room block (if the Agreement includes the booking of rooms) and book an alternative event for the meeting room(s) (if the Agreement involves the booking of such an event); and any revenues received, less reasonable costs of resale, shall be credited against the damages/fees owed by the University to Hotel for the cancellation. Prior to billing and payment, Hotel must submit to the University a copy of Hotel's city ledger or daily report showing the rooms that were not resold and were available for sale. Hotel agrees that after receipt of this payment it will not seek additional damages for not utilizing the full room block or any other Hotel services or amenities.

Agreed by:

Idaho State University

Hotel Name: [INSERT HOTEL NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____