



Rider to Vendor Agreement (“RIDER”) (“Agreement A”)

This RIDER is hereby incorporated into and made a material part of the Vendor Agreement with regard to a services rendered at the UNIVERSITY OF REDLANDS (“UNIVERSITY”), by _____ (“VENDOR”), for services on **April 5, 2020**.

Notwithstanding anything in the Vendor Agreement or any other rider or document to the contrary, the parties agree that the following provisions shall govern:

1. VENDOR assumes all liability and shall indemnify and hold the UNIVERSITY harmless from any and all damages, claims, attorneys' fees or other losses caused by VENDOR.
2. VENDOR represents and warrants that the services presented by VENDOR shall be performed in a manner that is safe and free of risk of injury or damage to others. VENDOR specifically represents that its services shall not involve the use of live animals, pyrotechnics or destruction of personal property or physical audience participation. VENDOR assumes all liability and shall indemnify and hold the UNIVERSITY harmless from any and all damages, claims, attorneys' fees or other losses caused by VENDOR in violation of this paragraph.
3. VENDOR shall assume all risk of loss, including but not limited to loss from use, theft, or other causes, in connection with any equipment, musical instruments, uniforms, clothing, or other property provided by VENDOR, and shall indemnify and hold UNIVERSITY harmless from any loss in connection therewith. VENDOR agrees to use due and professional care with respect to any equipment or other property provided by UNIVERSITY in connection with the subject engagement, and shall be liable for any loss or damage to such equipment or other property as a result of VENDOR's (or VENDOR's agents' or employees') misuse, abuse or gross negligence. VENDOR shall not be compensated or reimbursed with respect to any equipment, licenses, or other property provided by VENDOR except as expressly set forth in this RIDER.
4. The person signing the RIDER documents on behalf of VENDOR, if not VENDOR personally, represents and warrants that they have the full authorization of VENDOR to do so and to bind VENDOR to each and every obligation in such documents.
5. VENDOR shall indemnify, defend, protect and hold the UNIVERSITY and its officers, directors, employees, agents and volunteers harmless from any cost, expense, claim, demand, liability, and/or damage, including attorney's fees and costs (collectively, “Claims”), arising out of or in connection with, in whole or in part: (1) VENDOR's services of or failure to perform the obligations or services to be performed under this agreement, and/or (2) VENDOR's negligence or misconduct. UNIVERSITY shall indemnify, defend, protect, and hold the VENDOR and its officers, directors, employees, agents, and volunteers harmless from any Claims arising out of or in connection with, in whole or in part: (1) UNIVERSITY's failure to perform the obligations or services to be performed under this RIDER, and/or (2) UNIVERSITY's negligence or willful misconduct.

WHEREFORE, the parties agree to the foregoing.

FOR THE VENDOR

By: _____
 Authorized Signature
Name: _____
 Please Print Name
Title: _____

Date: _____

FOR THE UNIVERSITY OF REDLANDS

By: _____
 Authorized Signature
Name: _____
 Please Print Name
Title: _____

Date: _____