

RIDER

This Rider is attached to and made part of the agreement (the “**Agreement**”) dated _____, 20__ between _____ (“**Company**”) and New York University on behalf of its _____ (“**NYU**”).

In addition to the requirements set forth in the Agreement:

1. Company will provide its services in a prompt, professional, safe and courteous manner and in accordance with the highest standards applicable to similar service providers. Company shall provide, as applicable, sufficient staffing and equipment based upon the number of guests and services requested by NYU. Except as otherwise set forth in the Agreement, Company will provide all equipment (e.g. tableware, serving ware), in good working order, as necessary to provide its services.
2. Company will comply with all provisions of federal, state and municipal laws, rules, and regulations applicable to the Company and the services, equipment and food, if applicable, to be provided pursuant to the Agreement, including with respect to health and safety. Company has and will maintain all necessary permits, approvals, and licenses necessary to provide the equipment, goods and services pursuant to the Agreement.
3. Company will not charge NYU sales or use taxes as NYU is exempt from New York State and City Sales and Use taxes. NYU will provide Company with an exemption certificate upon written request.
4. Company (including any of its affiliates) will not use any name, logo, trademark or other designation of NYU, or its affiliates, or any of their respective schools, colleges, divisions, departments or other units, for any purpose, including without limitation in any marketing, advertising or publicity materials, without NYU’s prior written consent.
5. Company shall (i) not commence work under this Agreement until it has obtained, at its own expense, all the insurance required in **Exhibit A** to this Rider, and (ii) comply with the indemnification obligations set forth in **Exhibit A**. Company will comply with any and all provisions and requirements of liability or other insurance policies carried or required to be carried by Company under the provisions of the Agreement.
6. The Agreement, this Rider and all matters arising out of or relating to the Agreement and this Rider will be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York will have exclusive jurisdiction over the parties with respect to any dispute, controversy, or claim between them arising out of or relating to the Agreement and this Rider and, by execution and delivery of this Rider, the parties to this Agreement submit to the jurisdiction of those courts.
7. In the event of any inconsistency or conflict between the provisions in the Agreement, any addenda, exhibits or any other attachments thereto, and the terms of this Rider, the parties agree that the terms of this Rider shall control.

IN WITNESS WHEREOF, the Company and NYU have executed this Rider as of the date of the Agreement.

Company

New York University,
on behalf of its _____

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A to Rider
Insurance Requirements

Company agrees to maintain, and shall cause any approved third-party Company utilized by Company to procure and maintain, the following insurance, or such greater amount as a venue may require:

- a. Workers' Compensation Insurance as required by applicable Workers' Compensation Law, and any other applicable law, for all employees engaged in work under this Agreement and Employers' Liability Insurance with a limit of at least \$500,000 per person/accident/disease;
- b. Commercial General Liability Insurance, with coverage including, without limitation, personal and advertising injury, bodily injury (including death) and property damage, with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall also include: (i) Blanket Contractual Liability for all the liability assumed by Company and/or its subcontractors under this Agreement; (ii) Products Liability and Completed Operations; and (iii) Premises/Operations. The insurance limit may be met in conjunction with an Umbrella or Excess liability policy; and
- c. Liquor Liability Insurance in an amount not less than \$1,000,000 per occurrence (*if Alcohol is distributed, consumed, sold, or furnished as part of the Event*). Coverage may be included as part of the Commercial General Liability Insurance above, or a stand-alone policy.

All insurance policies required under this Agreement shall be issued by insurers with a minimum rating from A.M. Best of A-, and a minimum financial rating of VI. Company warrants that all required insurance shall be maintained until its work under this Agreement is complete, and has been accepted by New York University, provided that if Company fulfills any of the insurance requirements set forth herein by the use of claims-made policies, Company warrants that these policies shall be kept in effect for at least three years following completion of its work under this Agreement, and, if its claims-made policies are canceled during that three year period, Company will purchase tail coverage for the remainder thereof.

The above Commercial General Liability insurance policy shall be endorsed as follows: include NYU as an additional insured (ISO form CG 20 26 07 04 or equivalent) in connection with any work to be performed under this Agreement; state that NYU is not to be responsible for payment of any premium for such additional insured status; have all deductibles be directly responsible by Company; provide that any notice Company or a subcontractor gives to its insurers of a claim, suit, proceeding or occurrence, resulting from, arising out of, or occurring in connection with the work performed under this Agreement shall also be deemed by that insurer as a notice from NYU as additional insured.

Company will be contacted by NYU's Insurance certificate monitoring company, Ebix, to submit a certificate of insurance evidencing the coverage described to the following email address: nyu@ebix.com. Questions on submissions should be directed to the certificate monitoring company via email or by Phone: (951) 925-2854. The Certificate Holder should read as follows: New York University, Insurance Compliance, P.O. Box 100085-U2, Duluth, GA 30096.. Each certificate shall state: (i) the type(s) of insurance and the amount(s) of coverage; (ii) the effective date and the date of expiration of the policy(s); (iii) that notice of cancellation shall be provided in accordance with the policy provisions; and (iv) the interest of NYU as an additional insured.

Company agrees that, within 15 days after receipt of notice of cancellation of any of the insurance policies referenced above from the applicable insurers, Company or its designee will send a copy of such notice to Certificate Holder of the Certificate.

The procuring of the insurance required by this Rider shall not relieve Company of any obligation or liability assumed under this Rider, nor shall any limitation of liability or similar language in the Agreement operate to limit Company's indemnity or other obligations in this Rider. The Agreement as modified by this Rider shall inure to the benefit of NYU and its trustees.

Each party will defend and indemnify the other, its affiliated entities, and their respective trustees, directors, officers, employees, students, and representatives (each an "**Indemnified Party**") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims, arising out of or relating to (i) the acts or omissions of the party in connection with this Agreement, or (ii) the party's breach of any of the terms of this Agreement or any applicable law or regulation. With respect to any third party claim subject to indemnification, the party will assume the defense of such claim with counsel reasonably acceptable to the other. In

defending such claim, each party will consult with the other and keep the other party reasonably informed of all material matters relating to the defense of such claim. The other party may participate in the defense and settlement of such claim with counsel of its own choice and at its own expense. The party will not agree to any compromise or settlement of such claim without the other's prior written consent. This clause shall survive the expiration or termination of the Agreement.