

Addendum
Confirmation of Arrangements for Professional Services
Texas A&M International University

This addendum, duly executed by all parties, is hereby made a part of and incorporated into this agreement between Texas A&M International University, **Student Organization Name** a part of the Texas A&M University System, an agency of the State of Texas (“TAMIU”), and **Everything But The Mime** (“AGENCY”).

1.01 Termination without Cause: Either **TAM+IU** and/or the **AGENCY** can terminate this Agreement, without cause, by giving the other party at least ten (10) calendar days prior written notice sent pursuant to Section 1.02 of this Agreement. Neither party will incur any penalty or fee (other than those already outstanding) for termination this Agreement without cause.

1.02 Notices: Notices required under this Agreement may be given by United States Postal Service regular surface mail, certified mail, registered mail, or overnight delivery, or hand delivery. Delivery is deemed made when a notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. TAMIU and/or AGENCY can change the notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

AGENCY: **Everything But the Mime**
2914 Trentwood Blvd.
Orlando, FL 32812
Tel: 407-856-2412
Fax: 407-856-3912

TAMIU: Texas A&M International University
Name of Student Organization
Office of Student Activities
5201 University Blvd.
Laredo, Texas 78041
Tel: 956-326-2280
Fax: 956-326- 2163

1.03 Force Majeur: Neither TAMIU or AGENCY is required to perform any term, condition, or covenant of this Agreement, 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 either TAMIU or AGENCY, and which by due diligence is unpreventable.

- 1.04** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than Contractor and Contractee, between TAMIU and AGENCY.
- 1.05** Applicable Law: This Lease is construed under and in accordance with the laws of the State of Texas, and is performable in Webb County, Texas. By mutual agreement of TAMIU and AGENCY and by statute, mandatory venue for all legal proceeding pertaining to this Agreement is in Webb County, Texas.
- 1.06** Cumulative Rights: All rights, options, and remedies contained in this Agreement and help by TAMIU and AGENCY are cumulative and the exercising of one will not exclude exercising another. TAMIU and AGENCY each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this agreement.
- 1.07** Non-Waiver: A waiver by either TAMIU or AGENCY, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 1.08** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 1.09** Severability: If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, it is the intention of TAMIU and AGENCY that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 1.10** Entire Agreement: This Agreement, together with any exhibits attached, contains the final and entire agreement between TAMIU and AGENCY. This Agreement, and mutually agreed upon future amendments, contain all the obligations, duties, and terms agreed upon, and no other outside agreement regarding the property will bind the parties.
- 1.11** Amendment: Any amendment, modification, or alteration to this Agreement must be in writing, dated subsequent to this Agreement, and be mutually agreed to by TAMIU and AGENCY.
- 1.12** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by TAMIU or AGENCY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment.
- 1.13** Dispute Resolution: **[Format mandated by Texas Attorney General's Office]**
- (1) To the extent Chapter 2260, Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process

provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by **TAMIU** and **AGENCY** in attempts to resolve any claim for breach of contract made by **AGENCY**:

- A. **AGENCY**'s claim for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, **AGENCY** must submit written notice, as required by subchapter B of Chapter 2260, to **TAMIU** in accordance with the notice provisions in this Agreement. **AGENCY**'s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that **TAMIU** allegedly breached, the amount of damages **AGENCY** seeks, and the method used to calculate the damages. Compliance by **AGENCY** with subchapter B of Chapter 2260 is a required prerequisite to **AGENCY**'s filing of a contested case proceeding under subchapter C of Chapter 2260. The president, Texas A&M International University, or such other officer of **TAMIU** as may be designated from time to time by **TAMIU** by written notice thereof to **AGENCY** in accordance with the notice provisions in this Agreement, shall examine **AGENCY**'s claim and any counterclaim and negotiate with **AGENCY** in an effort to resolve such claims.
 - B. If the parties are unable to resolve their disputes under subparagraph (A) of this Section, the contested case process provided in subchapter C of Chapter 2260 is **AGENCY**'s sole and exclusive process for seeking a remedy for any and all of **AGENCY**'s claims for breach of this Agreement by **TAMIU**.
 - C. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of Civil Practices and Remedies Code. The parties specifically agree (i) neither the execution of this Agreement by **TAMIU** nor any other conduct, action or inaction of any representative of **TAMIU** relating to this Agreement constitutes or is intended to constitute a waiver of **TAMIU**'s or the State of Texas' sovereign immunity to suit, and (ii) **TAMIU** has not waived its right to seek redress in the courts.
- (2) The submission, processing and resolution of **AGENCY**'s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
 - (3) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constituted grounds for the suspension of performance by

