

REGIS UNIVERSITY CONTRACT RIDER

This document (“Rider”) inserts terms and conditions consistent with Regis University’s (“University”) Contract Review Process. For the purposes of this Rider, the contracting parties are referred to as the University and the Contracting Party (singular “Party”, collectively “Parties”), notwithstanding any other reference to the parties in the contract/agreement (the “Contract”) to which the Rider is attached.

1. **Incorporation by Reference.** The Contract shall contain the following terms: “Attached to this document and incorporated herein by reference is the Regis University Contract Rider.”
2. **Conflict of Terms.** To the extent the terms and conditions of the Rider conflict with the terms and conditions of the Contract, the terms and conditions of the Rider shall prevail.
3. **Signatory Authority.** The Contract cannot be enforceable against the University unless it is signed by the University President, Provost, or Senior Vice President and Chief Financial Officer.
4. **Automatic Renewals.** If there is a provision in the Contract that calls for an automatic renewal, any required notice of the University’s intent not to renew the Contract cannot be greater than 60 days.
5. **Termination Without Cause.** If the Contract does not have a termination date and does not allow the University to terminate the Contract at any time and for any reason, this Rider ensures that either party may terminate the Contract without cause upon 60 days prior written notice.
6. **Indemnification.** To the extent permitted by applicable law, each Party shall indemnify and hold harmless the other Party and its’ officers, directors, trustees, representatives and employees from and against any and all claims, liabilities, damages, and expenses, including reasonable attorneys’ fees and costs (“Losses”), resulting directly or indirectly from (a) any unlawful act on the part of indemnifying Party or its employees, agents, subcontractors, licensees, or invitees, (b) any employment claim brought by a indemnifying Party’s employee against the indemnified Party that results in whole or in part from the employment decisions of the indemnifying Party (c) any negligent act, error and/or omission or willful misconduct of the indemnifying Party or its employees, agents, subcontractors, licensees, or invitees; or (d) the indemnifying Party’s material breach of this Rider. This indemnification obligation shall survive the termination, completion, or expiration of this Rider. Each Party shall have the right to select its own attorneys. Indemnitee will not compromise or settle any claim or action that is the subject of Indemnifying Party’s indemnification obligations without Indemnifying Party’s prior consent. This indemnification obligation shall survive the termination, completion, or expiration of this Rider. There shall be no limitation of damages caused by the Contracting Party.
7. **No Limitation of Damages.** There shall be no limitation of damages caused by the Contracting Party.
8. **Force Majeure.** If, as the result of a Force Majeure Event (as defined below) no Party will be liable for failure or delay in performing its obligations under the Contract if the failure or delay is required to (a) comply with a government law, regulation or order (not the result of its own conduct), or (b) is caused by other circumstances beyond the reasonable control of such party, that could not have been avoided by that Party’s due care, and are

not specified elsewhere in the Contract. A Party claiming Force Majeure will notify the other party in writing, with an explanation, within 10 Days. It will use its reasonable efforts to resume performance of its obligations under the Contract. If it is unable to resume performance within 30 Days after the Force Majeure event ends, the other party may terminate the Contract. If reasonable efforts will not enable resumption or completion, the non-performing party may terminate the Contract.

“Force Majeure Event”: If a natural disaster, military action, terrorist attack, pandemic, Covid-19, confiscation by government order or prohibition by any governing authority, including but not limited to the Higher Learning Commission, Denver Public Health and Environment, Executive Action, Big Sky Conference, or the NCAA, occurs that is beyond the control of either Party and makes it impossible or impractical to fulfill the obligations under the Contract (“Force Majeure Event”), both Parties shall be relieved of any and all obligations of the Contract and neither Party shall be responsible to the other for any loss or damage.

In the case of a Contract for an athletic event, the Parties will endeavor to reschedule the contest(s) if feasible. Notice of any such Force Majeure Event shall be given as soon as possible after the affected Institution knows, or should have known, that cancellation of the Contest(s) is likely under the circumstances. A Party that fails to act reasonably in providing notice as required by this section shall be responsible for reimbursing the other Party for its promotional and other expenses which would not have been incurred had the notice been promptly given as required.

9. FERPA. If Contracting Party is provided with access to or copies of data belonging to University during the term of the Contract, and FERPA matters are not otherwise addressed in the Contract, Contracting Party is hereby designated a School Official for FERPA purposes, as they provide a service for which University would otherwise use University’s employees.
10. Non-discrimination. During the performance of this Agreement, neither Party shall discriminate on the basis of race, national origin, religion, color, creed, sex, age, veteran status, or handicap. In the event either party or their students or employees are alleged to have discriminated while performing their obligations under this Agreement, the parties agree to cooperate in conducting a subsequent investigation, including sharing investigative reports.
11. Publicity and Use of Names. Contracting Party shall not use the name, trademark, trade name, logo or any adaptation thereof of Regis in any publication, press release, advertisement, announcement, promotional material, or promotional activity without prior written approval from Regis.
12. Incorporation by Reference of Self-Attestation Document. When the contract is for the purchase of any technical equipment, including but not limited to, physical equipment, software, hardware, tech services, and the University has engaged in a procurement process using its Self-Attestation Document, the contract shall contain the following terms: “Attached to this document and incorporated herein by reference is the Self-Attestation Document and any amendments thereto.”
13. Writing Requirement. The Contract and Rider may not be amended, altered, superseded, canceled, or otherwise modified except by written instrument duly executed by both Parties.

14. Notice. Notices shall be in writing and deemed delivered upon delivery in person, delivery by courier, upon delivery by email when recipient confirms receipt by reply email.

Notice To:
Title:
Regis University
3333 Regis Blvd, Suite # _____
Denver, CO 80221
Email:

With a copy to:
Chief Legal Officer
Regis University
3333 Regis Blvd, A-20
Denver, CO 80221
Contracts@regis.edu

15. Jurisdiction. This Rider shall be governed by and construed under the laws of the United States and the State of Colorado, excluding conflict of law provisions. The venue for any proceeding relating to a dispute with respect to this Agreement shall be in the City and County of Denver, in the State of Colorado.

16. Tax exempt. University is recognized by the IRS as a 501(c)(3) nonprofit, and as such, is exempted from the payment of Denver sales, use, lodgers and the business portion of occupational privilege tax upon purchases made in the conduct of our regular charitable or religious functions and activities. University will provide documentation of this exemption upon request.

Contracting Party: _____

Regis University: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____