

CONSULTANT ADDENDUM

Missouri State University

It is mutually agreed that the following terms and conditions shall be considered to be an integral part of the preceding contract/agreement. Notwithstanding any other provision to the contrary, this contract sets forth the terms of the Agreement by which _____ (hereinafter referred to as "Consultant") shall provide services at the _____ on the date _____ by virtue of this Agreement with the Board of Governors of Missouri state university (Hereinafter "MSU"). The information, terms and conditions contained in this Addendum shall prevail and supersede any other information, terms and conditions. Collectively, the preceding contract/agreement and this Addendum shall hereafter be called the "Agreement".

1. **CONTRACT RETURN:** MSU may have signed the contract to which this is an addendum prior to signature by the consultant. The actions of MSU in returning said contract constitutes an offer to enter into an Agreement on the terms herein contained.
2. **PAYMENT OF FEES:**
 - a. All persons traveling with the consultant are to be employees of the consultant and are to be paid by the consultant and not MSU.
 - b. The price agreed upon is an all-inclusive fee, and no additional fees or charges will be paid unless so noted.
 - c. If consultant is late, or if the consultant arrives in such a condition as to appear to MSU to be incapable of providing contracted services in a reasonable acceptable manner for any reason other than an Act of God, then the consultant shall be deemed to have committed a material breach of the contract and MSU shall have the absolute right in its sole discretion to cancel the contract. All bona fide out-of-pocket expenses caused to MSU will be immediately due and payable by the consultant upon presentation of a statement of such expenses to the consultant or consultant's agent.
 - d. MSU will not pay, or reimburse consultant, for any alcoholic beverages.
3. **SOCIAL SECURITY AND TAX IDENTIFICATION NUMBER:** The financial services office of MSU requires the social security number for an individual consultant or tax identification number of the company or the corporation to be listed on the Agreement, as follows: _____. If required, Consultant will complete, before any payment can be processed, an applicable W-9 or similar documentation. Individual consultant will complete the MSU Consulting and Professional Services Worksheet attached hereto. Completion of the Invoice on the reverse side of that Worksheet will expedite payment.
4. **TECHNICAL REQUIREMENTS:** Consultant must provide MSU with full current technical requirements in writing at least thirty (30) days in advance of the MSU presentation or by the date of execution of the Agreement, if less than 30 days from the presentation. Any additional costs incurred by MSU as a result of changes required by the consultant from the technical requirements previously agreed to by MSU, shall be reimbursed by the consultant.
5. **AGREEMENT:** In the event that the provision of any rider supplied by the consultant conflict with any portion of this Addendum, the terms of this Addendum shall govern.
6. **TECHNICAL CONSIDERATION:** In order for the load-in, set-up, and load-out to be as efficient as possible, please confirm arrangements with the specific MSU sponsoring organization prior to arrival on campus.
7. **CONTRACTUAL SERVICES:**
 - a. Consultant is solely responsible for the content of all provided services and material and shall hold MSU harmless from any claim of libel, copyright infringement, or other alleged illegal use of materials utilized by the consultant.
 - b. Any explanation of services in addition to that set forth in the Agreement to which this Addendum is attached, if required, will be set forth in a Scope of Work exhibit to be attached in the Addendum as incorporated herein by reference.
8. **SALE OF ITEMS:** Unless otherwise agreed, a commission of fifteen percent (15%) for non-profit vendor(s) and twenty percent (20%) for commercial vendor(s) of gross sales payable to MSU on all items sold by the consultant. Settlement and payments of amounts due to MSU will be made prior to payment of the consultant.

