

FLORIDA ATLANTIC UNIVERSITY

- 1. Incorporation by Reference.** The Florida Atlantic University Board of Trustees ("FAU"), and the undersigned speaker, presenter, author, musician, performer, entertainer, or artist (the "Performer"), or its authorized agent/representative, hereby incorporate this Supplemental Addendum ("Addendum") into the agreement between FAU and Performer (the "Agreement").
- 2. Payment.** Performer shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. FAU shall make payment in accordance with FAU Policy 5.1 – Prompt Payment. If FAU does not issue payment within forty (40) days of receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services, or both, as provided in accordance with the terms and conditions of the Agreement, FAU may pay Performer an interest penalty at the rate established pursuant to § 55.03(1), F.S. Invoices which have been returned because of Performer's preparation errors will result in delay in payment. The invoice payment requirements do not commence until a properly completed invoice is provided to FAU. Should Performer experience payment problems, Performer may contact FAU's Vendor Ombudsman at (561) 297-3693. FAU will be responsible for paying only for any goods/services it receives. FAU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Performer is responsible for and shall pay any taxes due under the Agreement. FAU may require Performer to accept payments via FAU's EFT/ACH payment process. FAU shall not make any deposits or prepay any amounts; any deposits are refundable. Performer must supply FAU with a complete vendor application. FAU's performance and obligation to pay is contingent upon the legislature's annual appropriation.
- 3. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Performer represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Performer is not authorized to bind FAU to any contracts or other obligations.
- 4. Assumption of Risk.** Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Performer also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Performer or otherwise acting or engaged to act at the instance of Performer in furtherance Performer's obligations under the Agreement.
- 5. Public Records.** FAU is subject to Chapter 119 of the Florida Statutes, known as the Public Records Laws. The Agreement, this Addendum, and any related documents and/or correspondence shall also become a public record subject to the Public Records Laws, regardless of any