

**ADDENDUM TO AGREEMENT**

**This Addendum to Agreement** is entered into and is effective as of the \_\_\_ day \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter referred to as the "Customer") and \_\_\_\_\_ (hereinafter referred to as the "Vendor") and shall be deemed to amend, modify and supplement that certain Agreement dated \_\_\_\_\_ by and between Customer and Vendor for certain services/material/equipment (hereinafter the "Agreement").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Addendum to Agreement and of the representations, warranties, conditions and promises hereinafter acknowledged, Customer and Vendor hereby agree that notwithstanding anything stated in the Agreement to the contrary, the following terms shall apply and take priority over the terms of the Agreement:

- 1. Upon expiration of the initial term, the Parties must agree in writing to extend the term. Absent any such agreement, the Agreement shall continue on a month to month basis and either party may cancel with 30 day's notice.
- 2. Customer is a tax-exempt religious entity, as evidenced by the Tax Exempt Certificate previously provided to Vendor. Therefore, no sales tax is to be collected or paid by Customer.
- 3. Vendor shall notify Customer in writing of any changes and/or amendments to the Agreement within 30 calendar days prior to the end of any term. Should Vendor fail to provide Customer written notice of changes and/or amendments to the Agreement as provided herein, said changes and/or amendments to the Agreement shall not be binding upon the Customer.
- 4. Should Vendor increase the fees and costs, Customer may terminate the Agreement without penalty upon thirty (30) days written notice from the date Customer receives notice from Vendor of the increased fees and costs.
- 5. Any waiver by Customer of any warranty, whether express or implied, is void *ab initio*. Customer does not waive any warranties, expressed or implied.
- 6. Any reference, condition, requirement and/or provision in the Agreement requiring a personal guaranty is hereby deleted in its entirety.
- 7. Any limitation of liability as set forth in the Agreement is void *ab initio* and shall not apply for any property damage, personal injury claims, incidental, indirect, consequential, special, punitive or exemplary damages sustained by Customer, an end user or any third party, if said damages result from the negligence or willful misconduct of Vendor or its employees or agents.
- 8. Each party agrees to defend, indemnify and hold harmless the other, its affiliates, officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to the Agreement, and for personal injury or property damage caused by the negligence or willful misconduct of that party or its employees or agents.
- 9. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- 10. If Customer brings an action arising from a dispute to the Agreement, Customer has the right to name the jurisdiction of its choice and Vendor will consent to such jurisdiction. If Vendor brings an action arising from a dispute to the Agreement, Vendor has the right to name the jurisdiction of its choice and Customer will consent to such jurisdiction.
- 11. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover reasonable costs and reasonable attorneys' fees. Reasonable costs and reasonable attorneys' fees shall include any and all attorneys' fees incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission costs of the attorneys, expert witness fees, the costs of investigation and proof of facts, and the costs of any sales, services, value added or similar tax imposed upon amounts relating to any services or costs described in this sentence.
- 12. Any provision in the Agreement, which attempts to fix the period of time within which an action arising out of the Agreement may be initiated is void *ab initio*. Any civil action or proceeding shall be commenced within the time prescribed in Chapter 95, Florida Statutes, or, any other Chapter, as applicable.
- 13. Other

**Vendor:**

**CUSTOMER:**

\_\_\_\_\_  
(Print name of Vendor)

\_\_\_\_\_  
(Print name of parish/school)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_