

THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA
HOTEL CONTRACT ADDENDUM

1. This Hotel Contract Addendum is incorporated into the hotel contract and shall take precedence over conflicting Agreement terms.
2. Notwithstanding any language to the contrary stated within this Agreement, The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. Section 9-8-301 et seq. ("Act"). Any liability of the University to 202 and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement shall be governed by the Act.
3. Department of Revenue Registration. In compliance with the requirements of Tenn. Code Ann. §12-3-306, Hotel hereby attests that Hotel r has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Agreement.
4. Hotel affirms that no part of the Hotel's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Hotel in connection with any work contemplated or performed under this Agreement.

Hotel understands that this Agreement is immediately void if the Hotel is, or within the past 6 months has been, an employee of the State of Tennessee or if the Hotel is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

5. Hotel shall maintain records for all charges against the University under this Agreement for 3 years after receiving final payment from the University. Hotel shall maintain its records in accordance with generally accepted accounting principles. During the term of this Agreement and for 3 years after the University delivers final payment to the Hotel, the University or the Comptroller of the State of Tennessee may audit Hotel's records related to this Agreement.
6. Notwithstanding any language to the contrary stated within this Agreement, the University's obligation to keep information confidential will not apply if the disclosure is required by state or federal law or regulations, including without limitation the Tennessee Public Records Act, Tenn. Code Ann. Section 10-7-503.
7. The University is subject to the Family Education Rights and Privacy Act of 1974 (10 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to and privacy of certain student records. Hotel is responsible for complying with these requirements to the same extent as the University. Hotel shall indemnify and hold the University, its trustees, officers, and employees harmless for any violation of FERPA by Hotel.
8. Student Data: If, in the course of performance of this contract, Hotel receives any personal information of University students, including, but not limited to, names; campus, home, or email addresses; telephone numbers; or other identifying information, Hotel may only use student information for the purposes stated under this Agreement. Hotel shall not sell or share such personal information with any other entity.
9. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement.
10. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, the Hotel hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the performances of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant of in the United States in the performance of this Agreement.
11. H o t e l hereby attests that the following are true statements: Hotel is not currently debarred by the U.S. federal government; Hotel is not currently suspended by the U.S. federal government; and Hotel

is not currently named as an “excluded” by the U.S. federal government. In the event Hotel becomes debarred during the term of this Agreement, Hotel will provide immediate notice to the University.

12. Iran Divestment Act. Hotel certifies, under penalty of perjury, that to the best of its knowledge and belief the Hotel is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. Hotel further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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