

## CONTRACT ADDENDUM

THIS ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Pittsfield Charter Township Park Commission, 6201 W. Michigan Avenue, Ann Arbor, MI 48108 (“the Commission”), and 7 Cylinders Studio (“Contractor”) to a contract between the parties dated \_\_\_\_\_ for video services (“the Contract”).

The expressed terms of the Contract notwithstanding, the Commission and Contractor agree to the following amendments, which supersede any conflicting terms of the contract and shall become part of the agreement between the parties.

1. **INSURANCE:** Contractor shall maintain Commercial General Liability insurance with coverage of at least \$1,000,000.00 per occurrence, Automobile Liability insurance with a combined single limit of \$1,000,000.00 per accident, Worker’s Compensation coverage of \$500,000.00 per employee and, if applicable, Professional Liability insurance of \$1,000,000.00 per claim (\$2,000,000.00 aggregate per year) during the term of this Addendum.

Contractor shall add the Commission and Pittsfield Charter Township to its existing policies as an additional insured party. Prior to the effective date of the Contract, a certificate issued by the insurance company shall be delivered to the Clerk stating that the Township is an insured party under the policy and provide that the policy shall not be terminated nor the Township removed as an insured party without thirty (30) day written notice being mailed to the Township. In the event such coverage is not provided or lapses during the term of the Contract and this Addendum, then the Township may, at its option, terminate the Contract and this Addendum. A breach of this provision shall be a material breach of the Contract.

2. **TERMINATION:** The Commission may terminate the Contract on 30 days prior written notice to Contractor.

3. **LOSS PAYMENT:** Contractor shall pay for any and all liabilities, claims, actions, causes of action, demands, obligations, liens, and any and all other claims or damages of any kind whatsoever, including legal fees and related costs (collectively, “claim” or “claims”) which may result from injury or death to any persons, including Contractor’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of \_\_\_\_\_ Township in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or nonperformance of work in connection with the Contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. Contractor shall pay for any such claims, whether made against Contractor, the Township or the Township’s officers, employees, agents, attorneys, subcontractors, insurer, volunteers, or assign, if the claim arises from the contract or actions described in this paragraph.

4. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

5. **IRAN ECONOMIC SANCTIONS ACT:** Contractor certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (Michigan Compiled Laws §129.311-16).

6. **INTEREST OF CONTRACTOR AND TOWNSHIP:** Contractor promises that it has no interest which would conflict with the performance of services required by this contract. Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Township, or member of its governing bodies including the Commission, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. This paragraph does not apply if all parties are in compliance with the provisions of Michigan Compiled Laws §15.323.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, or marital status (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). A breach of this provision shall be a material breach of the Contract.

8. **LIVING WAGE:** The Township has a Living Wage Ordinance requiring covered vendors who execute a service or professional contract with the Township to pay their employees working under that contract a minimum wage. Contractor agrees to comply with applicable provisions of the Living Wage Ordinance.

9. **CHOICE OF LAW AND FORUM:** This Contract is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ATTESTED TO:

\_\_\_\_\_  
Contractor

Pittsfield Charter Township Park Commission

By: \_\_\_\_\_  
(Representative Name) (DATE)  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Theresa Tupacz (DATE)  
Chair, Park Commission