

**Texas Agricultural Experiment Station**  
Contract Addendum Form to Vendor's Contract Form

VENDOR NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASE ORDER NUMBER: \_\_\_\_\_

VENDOR REFERENCE NUMBER: \_\_\_\_\_

The Texas Agricultural Experiment Station (Experiment Station) and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract form provided by the vendor (referred to hereafter as the "Vendor's Contract Form").

This addendum, duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof.

The Vendor's Contract Form dated \_\_\_\_\_ is, with the exceptions noted herein, acceptable to the Experiment Station. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by the Experiment Station because of its status as an agency of the State of Texas and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree, notwithstanding any provisions in the Vendor's Contract Form, none of the provisions listed below which appear in the Vendor's Contract Form shall have any effect or be enforceable against the Experiment Station. (As used herein, the term "Agreement" means the Vendor's Contract Form, this Addendum, and the purchase order, together with any other addenda or exhibits constituting part of the written contract between the parties.)

1. Requiring the Experiment Station to maintain any type of insurance either for the Experiment Station's benefit or for the Vendor's benefit.
2. Renewing or extending this Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring the Experiment Station to indemnify or hold harmless the Vendor for any act or omission.
5. Imposing interest charges contrary to that specified by the \_\_\_\_\_ (statute).

6. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Texas. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duly recognized or imposed by applicable law.
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Experiment Station if the Agreement is terminated before the end of the contract term.
9. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Experiment Station before the Agreement is considered in effect.
10. Delaying the acceptance of this Agreement or its effective date beyond the date of execution by the Experiment Station.
11. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
12. Prohibiting the Experiment Station from recovering its lawful damages incurred as a result of a breach of this Agreement.
13. Limiting the liability of Vendor for property damage or personal injury.
14. Permitting unilateral modification of this Agreement by the Vendor.
15. Binding the Experiment Station to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
16. Obligating the Experiment Station to pay costs of collection or attorney's fees.
17. Granting the Vendor a security interest in property of the Experiment Station.
18. Obligating the Experiment Station to pay taxes. (Our tax exempt number is \_\_\_\_\_.)
19. Requiring payment terms other than Net 30 days from receipt of correct invoice.

In addition, the parties agree to the following additional contract provisions:

1. The Vendor warrants it may lawfully transact business in Texas and if this Agreement has a value of more than \$10,000, Vendor does not discriminate on the basis of race, age, sex or any other basis contrary to federal or state law, and that it will obtain all necessary approvals/permits for performing under this Agreement.
2. To the extent the language in this Addendum is in conflict with any language in the Vendor's Contract Form, the language in this Addendum will control.
3. In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor, and not as an agent or employee of the Experiment Station.
4. This Addendum, the purchase order, and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

**For the Vendor:**

**Texas Agricultural Experiment Station**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_