



## Rider to Transportation Agreement

Rider to the \_\_\_\_\_ (“Agreement”) between \_\_\_\_\_ (“Contractor”) and the Lone Star College System (“LSCS”) for transportation services for the benefit of LSCS.

The following clauses are hereby incorporated and made a part of the Agreement between Contractor and LSCS, to either replace or supplement the terms of the Agreement, as applicable. In the event of any conflict between the terms of this Rider and the terms of the Agreement, the terms of this Rider shall control.

1. **Tour Prices.** The prices for the Tour shall be as set forth in the Agreement, and Contractor shall not increase the prices or change the itinerary or materially reduce the kind or quality of Tour goods and services without prior written consent of LSCS.
2. **Insurance and Safety.** Contractor shall procure and maintain a Comprehensive General Liability and Professional Travel Agents Liability Insurance policy, which shall provide for coverage in the amount of not less than \$3,000,000 per occurrence. Any and all insurers with whom Contractor contracts to provide insurance must be licensed to do business in Texas and acceptable to LSCS. Contractor shall provide LSCS with a certificate of insurance naming LSCS as an additional insured and indicating that the insurance shall not be diminished or canceled without at least 30 days prior written notice to LSCS. The policy shall be primary coverage, ahead of any liability insurance carried by LSCS, with respect to the subject matter of this Agreement, and Contractor shall furnish LSCS with the insurer’s written consent to the primacy of the policy. Contractor certifies that it and its employees have the background, training, experience and necessary licenses to perform properly the services to be delivered under this Agreement. Contractor acknowledges that LSCS, in entering into this Agreement, reasonably expects Contractor to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the services to be delivered under this Agreement without injury to LSCS, its students, its respective employees, and any third parties.
3. **Use of the LSCS’s Name, Logo and Trademarks.** Contractor recognizes and acknowledges that LSCS is the sole owner of its name, logo and trademarks (collectively, the “LSCS’s Name”) and has the right of exclusive use and control. Neither Contractor nor any of its employees or agents shall use LSCS’s name without the prior written approval of LSCS.
4. **Independent Contractor.** It is understood and agreed between Parties that this Agreement is not intended to nor does it create an employment contract between Contractor and any of its employees, nor does it create a joint relationship or partnership between Parties hereto. Contractor’s relationship to LSCS is that of an independent contractor. Neither Party shall incur any obligation or expense for, or on behalf of, the other Party without the other Party’s prior written consent in each instance.
5. **Indemnification.** Contractor shall indemnify and hold LSCS harmless from any and all manner of suits, claims or demands (1) arising out of Contractor’s acts or omissions whether pursuant to this Agreement or otherwise; (2) arising out of any breach of this Agreement by Contractor; or (3) arising out of errors, omissions or any activities of any carrier or supplier of accommodations, goods or services that Contractor may select (collectively, “Indemnifying Acts”). Contractor shall reimburse LSCS for any and all costs, damages and expenses including reasonable attorneys fees to which LSCS may be subject as a result of the occurrence of any Indemnifying Act. The amount of any insurance required to be maintained by Contractor

hereunder shall not constitute a limitation on its indemnification obligation. This provision shall survive any termination of this Agreement.

- 6. **Notice Provisions.** All notices regarding the agreement should be sent to the individual at LSCS coordinating the project with simultaneous copies to:

To LSCS:

To Contractor:

Brian S. Nelson, General Counsel  
Lone Star College System  
5000 Research Forest Drive  
The Woodlands, Texas 77381

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. **Alternative Dispute Resolution.** LSCS and Contractor acknowledge that any dispute pertaining to this agreement shall be governed by Texas Government Code Section 2260 as to exclusive process for seeking a remedy for any and all alleged breach of contract by LSCS.
- 8. **Modification.** No modification, amendment, addition to, or waiver of the provisions of this Agreement shall be valid or enforceable unless made in writing and signed by both Parties.
- 9. **Jurisdiction and Venue.** The jurisdiction of any proceeding between Parties arising out of or with respect to this Agreement shall be in a court of competent jurisdiction in the State of Texas. Venue shall be in Harris County. Each Party shall be subject to personal jurisdiction of the courts of the State of Texas.
- 10. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

**LONE STAR COLLEGE SYSTEM**

**CONTRACTOR**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

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

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

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

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

**Note: Modification of this Form requires approval of OGC**