

ADDENDUM

THIS ADDENDUM to MTI Production Contract for Little Mermaid dated

_____, 2018, by and between:

MTI PRODUCTION

(hereinafter referred to as “MTI”),

AND

BRICK TOWNSHIP BOARD OF EDUCATION (for Brick Township High School) (hereinafter referred to as “BOE”).

NOTWITHSTANDING any language contained in the Contract or Addendum, to the contrary, it is hereby agreed as follows that the following clauses are either amended, modified, deleted or added to the original Contract.

1. Pg. 9 under Performance License, Section 2, Para. 10, the second sentence relating to the laws of the State of New York shall be deleted in its entirety.

2. The following clauses are added:

A. **INDEPENDENT CONTRACTOR.** MTI is an independent contractor for the Board. Nothing in this Agreement shall be construed so as to render MTI an employee, agent, representative, joint venture or partner of the Board, and MTI shall not hold itself out to others in such capacity. MTI shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Board. MTI shall have no authority to bind the Board to contracts or to incur any other obligations on behalf of the Board, and any such contracts or obligations entered into or incurred by EOGC shall be void.

B. **Assignment of Rights.** Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

C. **NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if

delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

- D. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- F. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.
- G. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.
- H. This Agreement constitutes the entire and complete agreement between the parties and may not be amended, modified or changed in any respect whatsoever except by a further agreement in writing duly signed by all the parties.
- I. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.
- J. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.
- K. MTI represents that the services and materials that they will provide to the BOE will not infringe upon any copyright, trademark or other intellectual property rights of anyone.

IN WITNESS WHEREOF, the parties to this Addendum set their hands and seals, the day and year first above written.

WITNESS/ATTEST:

MTI PRODUCTION

By: _____

WITNESS/ATTEST:

BRICK TOWNSHIP BOARD OF EDUCATION

By: _____