

**PARTICIPATING ADDENDUM  
E&I Cooperative Purchasing  
Indoor and Outdoor Sustainable Furnishings**

MASTER AGREEMENT

The Prestwick Group dba Max-R  
(hereinafter "Contractor")

Contract Number: CNR01348

And

Montana University System  
(hereinafter "Participating Entity")

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1. Scope: This addendum covers the Indoor and Outdoor Sustainable Furnishings Contract for use by the Montana University System, including all state universities and colleges therein.

2. Participation: Use of specific cooperative contracts by the Montana University System is authorized by the State of Montana's statutes and is subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating Entity Modifications or Additions to Master Agreement:

**ACCESS AND RETENTION OF RECORDS**: Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (18-1-118, MCA.)

**ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**: Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.)

**COMPLIANCE WITH LAWS**: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CHOICE OF LAW AND VENUE**: Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

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**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

4. Primary Contacts: The primary contacts for this participating addendum are as follows:

Contractor

Name	Mark Hammer
Address	W248 N5499 Executive Drive, Sussex, WI 53089
Telephone	<del>(855) 204-3560</del> 888-868-6297

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Participating Entity

Name	Brian O'Connor, Montana State University
Address	PO Box 172600, Bozeman, MT 59717-2600
Telephone	406-243-2204
E-mail	ian.robbins@umontana.edu

Name	Ian Robbins, University of Montana
Address	PO Box 172600, Bozeman, MT 59717-2600
Telephone	406-994-5016
E-mail	boconnor@montana.edu

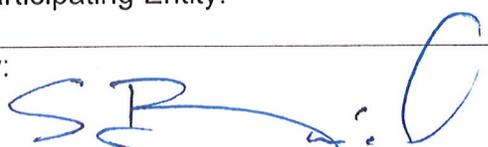
This Participating Addendum and the Master Agreement number CNR01348 together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
By: 	By: 
Name: Stephen Baiamonte	Name: Mark Hammer
Title: Administrator, General Services Division	Title: Executive VP
Date: 10 FEB 2014	Date: 3/7/14