

5000 Mission Oaks Road, Unit #10 Austin, Texas 78735 512-766-6178 Breakaway-pr.com

January 7, 2019

# **Letter of Agreement**

This will serve as the Letter of Agreement between Texas A&M University, for the benefit of its College of Architecture, a member of The Texas A&M University System, an agency of the State of Texas ("Client") and Breakaway Public Relations. ("Agency") and spells out the services and compensation arrangements to which the parties have agreed.

### **SERVICES**

Within the fees/hours outlined below, Agency will provide Client with the following public relations needs: account management, PR/editorial writing services, media/influencer list development, media pitching and placement, manage communication, site visits with media, collection of media placements, regular status reports and general PR consultation for the five exhibitions during the Wright Gallery's 2019 – early 2020 season.

### **TERM**

This agreement will be effective January 15, 2019 and shall continue through January 31, 2020.

## BASIS OF COMPENSATION

Agency compensation consists of:

Fees for Time Incurred: Under this agreement, Client agrees to pay Agency \$15,000 fee for services. Breakaway PR will send invoices per the 2019 schedule below:

January 15 - \$2500 March 1 - \$3000 May 1 - \$2500 June 1 - \$2000 July 1 - \$2000 August 30 - \$3000

Payment terms are net 30 days; Breakaway PR applies a \$30 late fee for invoices that go unpaid beyond 10 days of due date.

Production Costs: Supplemental expenses incurred on behalf of the Client, such as copies, postage, delivery charges, travel expenses, etc., will be passed on to the Client at net cost. Agency applies the standard agency markup (15%) to all brokered goods and materials such as printing, photography, production fees, etc. Separate cost estimates for production services, including any applicable sales tax, will be provided to Client for approval and will require a 50% advance prior to the start of production.



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## **MISCELLANEOUS**

- This Letter Agreement constitutes the entire understanding between the parties and supersedes any and all prior and/or contemporaneous, oral or written representations, communications, proposals, understandings and agreements between the parties with respect to the subject matter hereof.
- In the event Agency and Client are unable to resolve any dispute arising under this
  Agreement, and any suit or other judicial proceeding is commenced, the prevailing party
  in any such suit or judicial proceeding shall be entitled to recover its reasonable costs
  incurred.
- Agency reserves the right to use all materials produced for purposes of agency self promotion.
- This Letter Agreement may be modified only by writings duly signed by authorized representatives of both parties.
- Please keep the original of this Letter for your files and, to indicate your approval of this Letter, sign and return one copy to me.

Thank you!

**Texas A&M University** 

**Breakaway Public Relations** 

		18 JAN 2	2019		1/7/2019
Name	4	Date		Name	Date

Robert C. Bounds Director, Procurement Services Texas A&M University College Station, TX 77843

Lisa O'Neill Principal Breakaway Public Relations 5000 Mission Oaks Blvd, unit 10 Austin, TX 78735