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7th Floor
Arlington, VA 22201

Fed ID # 52-1281937
www.keppleroncampus.com



Date: January 2, 2019
Contract No: K-1003391
Agent: Dustin Jones
E-Mail:
djones@kepplerspeakers.com

AGREEMENT

Memorial Student Center Bethancourt Committee at

This Agreement, made and entered into this date, by and between Keppler Associates, Inc. ("Associates") and Texas A&M University - College Station ("Customer").

SPEAKER: Matthew Luhn
DATE OF EVENT: Monday, February 25, 2019
TITLE OR TOPIC: "The Business of Storytelling"
PRESENTATION LENGTH: 45-50 Minutes
EVENT LOCATION: Rudder Auditorium, Texas A&M University
401 Joe Routt Blvd
College Station, TX 77843

EVENT SCHEDULE:

3:40 pm - Meet up prior to the Moderated interview with the onsite contact person at the venue
4:00 pm - "Moderated Interview" style Q&A talk (not a workshop) with group of approx. 50 student leaders - topic: "Leadership" (conversation can be on Leadership/Culture)
5:00 pm - Private coffee and tea with MSC Bethancourt executives (6 people max)
6:00 pm - Down time (Matthew will eat in private)
6:45 PM - AV setup for Keynote
7:00 pm - KEYNOTE + Q&A (45-50 Minutes) - "Storytelling for Business" followed by Q&A (25-30 min Minutes)
8:30 pm - Brief 30 Minutes VIP donor reception afterwards (photo-op)
9:00 pm - Depart

SPECIAL NOTES:

1. Speaker will not allow filmed or recorded media interviews. Interviews, when approved, are with journalists who take notes and do not use recording devices.
2. Due to strict limitations on recording placed by Disney/Pixar, Speaker's presentation may not be recorded. Live streaming is possible, if approved in writing and client agrees that Disney/Pixar images will not be broadcast. *not during the first five (5) minutes.*
*Recording Request form must be submitted/approved by Speaker for photos/recording rights. See Agreement Addendum Item 12

For and in consideration of the following to be paid by Customer:

USD \$37,500.00 Plus:

- Ground transportation in event city
- On-site hotel accommodations and meals for 2 nights in College Station, TX (Room, hotel meals and tax must be billed to the master account.)
Keppler Associates, Inc. hereby agrees on behalf of Speaker to provide the services of Speaker for the Customer at the above-specified See Agreement Addendum item 2A

Friday, February 1, 2019

Customer agrees to return this Agreement on or before ~~Wednesday, January 16, 2019~~ *Wednesday, February 27, 2019*. The balance due of \$37,500.00 is to be received by this office on or before ~~Wednesday, February 27, 2019~~. Any amount not paid by the above mentioned dates will accrue a finance charge of 1 1/2% per month within 3 weeks following the event

See Agreement Addendum item 2B

The terms of this Agreement are fully set forth above, and in the "Speaker's Hospitality Requirements," "Speaker's Technical Requirements," (or applicable rider) and "Additional Conditions of this Agreement" below. No additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Customer nor expected of the Speaker, unless expressly contained as a part of the terms of this Agreement. The honorarium professional fee above is understood to be for the lecture program only; any other activities are to be treated independently unless contained in the Agreement.

Speaker's Hospitality Requirements:

1. Non-smoking room with king-size bed in a full-service hotel
2. On-site licensed, professional car service to and from airport to hotel to be provided by Sponsor.

Speaker's Technical Requirements:

1. Wireless lavalier (clip-on) microphone
2. LCD Projector with screen large enough for audience viewing
3. Speaker will provide own MacBook Air and VGA cord for Audio/Video.

Printed: 1/2/19 3:35 PM

PLEASE INITIAL

Customer

PLEASE INITIAL

ADDITIONAL CONDITIONS OF THIS AGREEMENT

1) The Customer agrees to furnish a suitable place for the lecture or performance, properly lighted, heated and/or cooled, with an adequate public address system. The Customer further agrees to pay any and all state and local taxes and fees, to obtain all necessary licenses and insurance. ~~No lecture or performance is to be broadcast, video recorded, audio recorded, live-streamed or otherwise reproduced by the Customer without the express written consent of Associates or Speaker. Customer agrees that the Speaker is Associates' principal, and that Associates shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker.~~ See Agreement Addendum item 11, 12, 17, 20 & 25 *AL Cjn*

2) ~~This Agreement is binding on both parties and cannot be cancelled except as hereinafter provided. Associates and Customer mutually agree that either party may cancel this Agreement and that all parties shall be released from any and all liability or damages hereunder if Associates, the Speaker or the Customer is unable to fulfill the terms of this Agreement due to an act of God, illness or physical disability of the Speaker, acts or regulations of public authorities, labor difficulties, civil tumult, strike, acts of terrorism epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties. If, for any reason, the Speaker is delayed or cannot appear, Associates will immediately notify the Customer, to arrange a mutually agreeable change of date and/or a substitute speaker of the Customer's choosing, or, if necessary and desired by the Customer, Associates will agree to the cancellation of this Agreement. Customer and Associates further agree that, should the Speaker be unable to appear as scheduled due to illness, unforeseen emergency, or overriding professional commitments, Associates will have no liability for expenses or losses incurred by the Customer, and that Associates will refund any payments it has received from the Customer. In the event that the Speaker is unavoidably delayed, but arrives and presents his/her program in full as directed by the Customer, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to, in writing, by Associates or the Speaker.~~ See Agreement Addendum item 5 & 6 *AL Cjn*

3) ~~Except for cancellation for reasons outlined in the preceding paragraph, it is agreed that any deposit paid is nonrefundable in the event of cancellation by the Customer. If any unauthorized cancellation by the Customer is made more than 90 days prior to the date of the program, Customer shall be responsible for one half of the consideration to be paid by the Customer hereunder, with the amount of any deposit to be credited against such amount. If any cancellation by Customer is made less than 90 days prior to the date of the program, Customer shall be responsible for the entire consideration to be paid by the Customer hereunder, with the amount of any deposit to be credited against such amount. Customer agrees that the foregoing represents a fair and equitable measurement of the damages for which Customer shall be responsible.~~ See Agreement Addendum item 15 *AL Cjn*

4) Please do not publicize this program until you have received your copy of this Agreement. Please sign and return all copies for countersignature by the date specified ~~along with any required deposit.~~ An executed Agreement will be mailed to you promptly. ~~Associates reserves the right to declare this Agreement null and void if the required deposit is not received as provided:~~ *AL Cjn*

See Agreement Addendum item 15

5) Please be sure all information is accurate before signing and returning to us. No alterations or additions to this Agreement may be made without our written approval.

6) This agreement shall be governed in accordance with the laws of the State of Texas. See Agreement Addendum item 36 & 37 *AL Cjn*

The attached Agreement Addendum is hereby incorporated and made a part of this agreement.

ADDITIONAL CONDITIONS OF THIS AGREEMENT

7) Any controversy or dispute relating to or arising under this Agreement shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association. Any arbitration hereunder shall be before at least three arbitrators (all of whom shall be chosen by the American Arbitration Association), and the award of at least a majority of them shall be final, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. The prevailing party shall be entitled to reimbursement from the other party for all costs and expenses (including reasonable legal fees) incurred by the prevailing party in connection with such controversy or dispute. See Addendum Agreement item 26, 34 & 37

The representative of the Customer, in signing this Agreement, warrants that (s)he signs as the duly authorized representative of the Customer.

The attached Agreement Addendum is hereby incorporated and made a part of this agreement.

ACCEPTED AND AGREED:

FOR: Memorial Student Center Bethancourt
ADDRESS: 1237 TAMU
Texas A&M University
College Station, TX 77843-1237

FOR: Keppler Associates, Inc.
ADDRESS: 3030 Clarendon Blvd
Arlington, VA 22201
PHONE: (703) 516-4000
FAX: (703) 516-4819
FEIN:

BY: _____
Dr. C.J. Woods
Associate Vice President of Student Affairs
Texas A&M University

BY: _____
Alison Gochring
Contract Specialist
Keppler Associates, Inc.

DATE: 4/4/19 2/4/19 csw

DATE: 2/6/2019

CONTACT: Jaclyn Carpenter
Program Advisor
Memorial Student Center
Texas A&M University
979-845-1515
979-845-5117 fax
jcarpenter@msc.tamu.edu



Agreement Addendum
Texas A&M University Memorial Student Center
MSC Bethancourt

This Agreement, when signed by all parties, shall constitute a contract by and between Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas on behalf of Memorial Student Center MSC Bethancourt (hereinafter referred to as "Customer") and Kepler Associates, Inc. (hereinafter referred to as "Associates") for the personal services of Matthew Luhn (hereinafter referred to as "SPEAKER") dated January 2, 2019.

1. Customer contracts the personal services of SPEAKER for engagement as outlined herein:
 - A. Major Presentation Title: MSC Bethancourt Presents Matthew Luhn: The Business of Storytelling
Date: Monday, February 25, 2019
Time: 7:00-8:30 PM
Length: Lecture presentation (45-50 minutes) followed by a Q&A (25-30 minutes)
Location: Rudder Auditorium
Description: SPEAKER will discuss how individuals can use storytelling techniques to be successful in their professional lives utilizing experience that he gained from working as a story creator at Pixar. This will be followed by a 25 minute Q&A session with the audience.
 - B. Additional activities to be included in SPEAKER's schedule:
 - i. 4:00 PM SPEAKER has a "moderated interview" style Q&A talk with a group of approximately 50 students leaders on the topic of leadership and culture in their organizations.
 - ii. 5:00 PM SPEAKER to have private coffee and tea with MSC Bethancourt executives.
 - iii. 8:30 PM SPEAKER attends private VIP reception with photo-ops.
2. Customer agrees to pay SPEAKER **Thirty Seven Thousand and Five Hundred Dollars (\$37,500)** all inclusive of professional fee, transportation expenses outside of College Station, Texas, and any additional items not listed below, for the rendition of services called for herein: See description listed in section 1.
 - A. Customer also agrees to provide:
 - i. Ground transportation for SPEAKER in event city to and from hotel, campus venues, and the College Station airport February 24-25, 2019 valued at **Fifty Dollars (\$50.00)**.
 - ii. One hotel room at the Texas A&M Hotel for two (2) nights February 24-25, 2019 valued at One Hundred Forty Four Dollars (\$144.00) per day for a total of **Two Hundred Eighty Eight Dollars (\$288.00)** including hotel taxes.
 - iii. Meals for one person provided while in College Station, TX February 24-25, 2019 will be purchased by department credit card. Total costs of meals should not exceed the College Station domestic per diem rate of Fifty Six Dollars (\$56.00) per day for a total of **One Hundred Twelve Dollars (\$112.00)**.
 - B. Direct deposit payable to: Kepler Associates, Inc.
Payment is to be made by PRESENTER via direct deposit within three (3) weeks of event. Domestic vendors sign up for direct deposit using the Substitute W-9 & Direct Deposit form available at <https://fmo.tamu.edu/accounts-payable/vendor-setup/forms/>. SPEAKER may request an exception via email at vendorhelp@tamu.edu.
3. SPEAKER hereby certifies that no alcoholic beverages will be reflected in meal/beverage receipts for expenses to be reimbursed relative to this contract.

4. SPEAKER/Associates shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which SPEAKER is a member or may be contractually bound including the fees of the Associates. SPEAKER further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of Customer is the responsibility of the SPEAKER. SPEAKER/Associates shall indemnify, hold harmless, and defend Customer, its officers or employees, from and against any and all claims or suits that may be made or brought against SPEAKER for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material performed under this agreement.
5. *FORCE MAJEURE*: This contract may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the contract. In the event that the engagement of SPEAKERS/Associates/Customer should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to this contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the SPEAKER/Associates will be by telephone to Staff Representative, Jaclyn Carpenter (telephone: office (979) (845-1515); fax (979) (845-5117); cell (913) (787-4628) followed immediately by a fax copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the Customer within forty-eight (48) hours of the initial notice of cancellation.
6. If a breach by SPEAKER and/or Associates of any provision of this contract, for any reason other than a *force majeure* as set out in Item #5 above, results in the agreed performance not occurring, SPEAKER and/or Associates agrees to reimburse Customer for any and all documented out of pocket expenses, including but not limited to, advertising expenses and local production expenses. Payment will be due in full sixty (60) days from the contracted performance date. * Reimbursement for documented expenses shall not be more than \$500 and will be in the form of a credit towards a future contract with Keppler Associates, Inc.
7. SPEAKER understands that possession and/or consumption of intoxicating beverages, narcotics or other illegal substances on the campus of Texas A&M University is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders the SPEAKER incapable of fulfilling the terms and conditions outlined in this contract, Customer may cancel this contract without liability on the part of the Customer.
8. SPEAKER agrees to provide the Customer's staff representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of engagement. The student host for this event is Cade Sandel, who may be reached at (979) 845-1515.
9. If SPEAKER would like to have books sold, these items must be sold by Barnes & Noble at Texas A&M University Store #572.
10. SPEAKER grants Customer permission to use the name and photo of SPEAKER in all event promotions.
11. ~~In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of SPEAKER to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken.~~
* Recording Request form must be submitted/approved by Speaker for photos/recording rights
12. ~~SPEAKER hereby grants permission for Customer to tape record and/or videotape presentation for non-commercial purposes for first five (5) minutes. The tape(s) will remain the property of Customer.~~
* Recording Request form must be submitted/approved by Speaker for photos/recording rights
13. It is understood and agreed that the SPEAKER will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from Customer.

14. SPEAKER acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMU's written request, SPEAKER will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU has a right of access. SPEAKER acknowledges that TAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
15. As an administrative entity of the Texas state government, Customer is not authorized to make advance payments of any nature including, but not limited to, deposits.
16. Customer will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.
17. Customer, as an administrative entity of the Texas state government, is tax exempt.
18. SPEAKER acknowledges that, because Customer is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Customer or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of Customer is provided by Customer as mandated by the provisions of Chapter 502, *Texas Labor Code*. Customer shall have the right, at its option, to (a) obtain liability insurance protecting Customer and its employees and property insurance protecting Customer's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by Customer as a result of its operations under this agreement.
19. As an administrative entity of the State of Texas, Customer is not authorized to indemnify any party with which Customer contracts.
20. SPEAKER/Associates shall hold harmless Customer, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the SPEAKER or its employees, agents, or representatives.
21. Whereas the State of Texas is a "Right to Work" state and Customer is an administrative entity of the state acting under color of state law, Customer cannot require union membership as a prerequisite for employment.
22. In signing this agreement, MSC Bethancourt of the Texas A&M University does so as presenter of the presentation and not as employer, producer or operator.
23. Customer will not be liable to the SPEAKER for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of the Customer. Any such claim shall be limited as determined by State of Texas statute.
24. SPEAKER must notify Customer of any and all "sponsors" or "underwriters" or any entity other than SPEAKER who is receiving promotional consideration from SPEAKER. Promotional considerations for commercial sponsors may be subject to State law and/or University policy, therefore Customer must approve, in writing, any commercial or non commercial sponsorships to be promoted with this engagement. Customer reserves the right to limit any promotional/sponsor activities which do not meet the requirements of SPEAKERS artistic/technical quality, or do not contribute to Customer's goals.

25. In recognition of the fact that Keppler Associates, Inc. is representing this event as Associates, Keppler Associates, Inc. shall assume the responsibilities and obligations typically accruing to a booking agency. The Associates has and will continue to function in a timely and good faith manner to insure thorough understanding of the tenants of this agreement on the part of the SPEAKER and Customer. If the Associates commits or omits an act that is negligent in respect to its duties, then the Associates will be held liable to the SPEAKER and Customer.
26. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and SPEAKER/Associates to attempt to resolve any claim for breach of contract made by SPEAKER/Associates that cannot be resolved in the ordinary course of business. SPEAKER/Associates shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Customer, who shall examine SPEAKER/Associates claim and any counterclaim and negotiate with SPEAKER/Associates in an effort to resolve the claim.
27. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
28. Pursuant to Section 2252.903, Texas Government Code, SPEAKER agrees that any payments owing to SPEAKER under this agreement may be applied directly toward certain debts or delinquencies that SPEAKER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
29. Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, SPEAKER certifies SPEAKER (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. SPEAKER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
30. Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, SPEAKER certifies SPEAKER is not engaged in business with Iran, Sudan, or a foreign terrorist organization. [Provider] acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
31. If SPEAKER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then SPEAKER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that SPEAKER is exempt from the payment of franchise (margin) taxes.
32. SPEAKER understands that acceptance of funds under this agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. SPEAKER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. SPEAKER will include this provision in all contracts with permitted subcontractors.
33. By executing and/or accepting this Agreement, SPEAKER and each person signing on behalf of SPEAKER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
34. SPEAKER/Associates expressly acknowledges that Customer is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

35. SPEAKER/Associates acknowledges that Customer may request a consultant to perform a criminal background check on any employee and/or representative of SPEAKER who conducts business pursuant to this agreement on the campus of Customer.
36. All state laws and university policies shall govern the use of the facilities and activities of all parties covered hereunder.
37. This agreement contains the entire understanding of the parties and shall be amended or modified only in writing by the SPEAKER /Associates and the Customer on its behalf. It is performable in Brazos County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Customer shall be in the county in which the primary office of the chief executive officer of Customer is located.
38. In the event of any conflict or ambiguity between any part of the SPEAKER contract, and the provisions of the Agreement Addendum, the provisions of the Agreement Addendum shall in all respects govern and control.

Signatories to this agreement warrant that they are duly authorized representatives of the parties to this contract.

ACCEPTED AND AGREED:

FOR: Memorial Student Center Bethancourt
ADDRESS: 1237 TAMU
Texas A&M University
College Station, TX 77843-1237

FOR: Keppler Associates, Inc.
ADDRESS: 3030 Clarendon Blvd
Arlington, VA 22201
PHONE: (703) 516-4000
FAX: (703) 516-4819
FEIN: 52-1281937

BY: _____
Dr. C.J. Woods
Associate Vice President of Student Affairs
Texas A&M University

BY: _____
Alison Goehring
Contract Specialist
Keppler Associates, Inc.

DATE:

4/4/19
2/4/19 *cm*

DATE:

2/6/2019

CONTACT: Jaclyn Carpenter
Program Advisor
Memorial Student Center
Texas A&M University
979-845-1515
979-845-5117 fax
jcarpenter@msc.tamu.edu