

Presentation Agreement
Texas A&M University Memorial Student Center
Town Hall Committee

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 TOWN HALL COMMITTEE (hereinafter referred to as "PRESENTER") and AEG Presents (hereinafter referred to as "PROMOTER") for the personal services of NEEDTOBREATHE (hereinafter referred to as "ARTIST") dated November 6, 2018.

1. PRESENTER contracts the personal services of ARTIST for engagement as outlined herein:

A. Major Presentation Title: NEEDTOBREATHE Acoustic Tour 2019
Date: March 31, 2019
Time: 7:00 p.m.
Length: One Ninety (90) Minute Set
Location: Rudder Auditorium on the campus of Texas A&M University
Description: Live music concert

2. Ticket Scale and Gross

P1	289	\$79.50	\$22,975.50
P2	512	\$54.50	\$27,904.00
P3	730	\$49.50	\$36,135.00
P4	512	\$44.50	\$22,784.00
P5	<u>452</u>	\$39.50	<u>\$17,854.00</u>
	2495		\$127,652.50

Gross Potential \$127,652.50

3. Due to State and University fiscal policies, all ticket receipts must be deposited into TAMU Fiscal Account 300940. Settlement shall occur upon conclusion of performance by ARTIST. At settlement, PRESENTER will draft University Check(s) payable to PROMOTER in the amount of 100% of Gross Ticket Receipts less: 1) reimbursements due to PRESENTER for expenses as specified in items 3.a.-3.d. of this agreement; 3) any additional PROMOTER/ARTIST approved expenses incurred by PRESENTER as a result of the production of the performance.
- a. PROMOTER agrees to pay PRESENTER, for services, an administrative fee of \$3000.00.
 - b. Box Office Charges: Three and One Half Percent (3.5%) of gross credit card receipts; One Dollar (\$1.00) per ticket sold; Twenty Five Cents (\$.25) per complimentary ticket; extended hour charges of Fifty Dollars (\$50.00) for first two hours, and Twenty Five Dollars (\$25) per hour beyond two hours.
 - c. 8.25% state sales tax charged on gross ticket receipts;
 - d. Monies to cover PRESENTER incurred cost for production (estimates based on technical requirements as provided by PROMOTER/ARTIST);
 - 1. Theatre Complex (sound/lights/labor) @ TBD
 - 2. Catering @ TBD
 - 3. Advertising/Marketing @ TBD
 - 4. Miscellaneous @ TBD
 - 5. Runners (2 vehicles, gas, 2 drivers) @ TBD

Expenses shall be finalized and verified in writing to the PROMOTER/ARTIST at the time of settlement.

4. The PROMOTER agrees to provide at PROMOTER'S expense ARTIST, opening acts, transportation, lodging, and all other expenses for ARTIST and related personnel except those specified in 3.a. through 3.d. PRESENTER will provide, at PRESENTER'S documented expense, sound and lights, Theatre Complex stage hands, uniformed security, advertising, one (1) runner, box office, catering and other items or services specifically requested by the ARTIST or PROMOTER and agreed to by PRESENTER. PRESENTER shall be responsible for preparing and implementing a

security plan to protect all persons within the Rudder Auditorium and areas adjacent thereto (e.g., parking lots, plaza areas, etc.), and PRESENTER shall hire, direct, supervise and assume responsibility for all security personnel. PRESENTER agrees and acknowledges that at no time and under no circumstance shall PROMOTER/ARTIST be liable or responsible for the activities and/or action of the parties providing such security services.

5. PROMOTER will provide an insurance policy which at minimum is \$1,000,000 per occurrence/\$2,000,000 aggregate to cover any and all claims arising as a result of presenting the ARTIST-Needtobreathe concert at Rudder Auditorium on March 31, 2019. PROMOTER shall present the certificate of insurance to PRESENTER a minimum of seven (7) days before the engagement. PRESENTER also requests that PRESENTER be included as a Certificate Holder on the policy listed as: The State of Texas and its employees, the Texas A&M University System Board of Regents for and on behalf of the Texas A&M University System, the Texas A&M University System, and the Memorial Student Center Town Hall Committee as an additional insured.
6. PROMOTER will be responsible and pay for all advertising for the engagement. "MSC Town Hall" shall be present on all advertising created by PROMOTER/ARTIST. All media advertising is subject to approval by PRESENTER. Any requested advertising/marketing by PRESENTER will be a documented expense at settlement.
7. A complete itinerary for the day of the engagement shall be determined and approved by PRESENTER/ARTIST/PROMOTER a minimum of seven (7) days before the engagement. Sound check shall be completed no later than 6:00 p.m. on the day of the show, and doors shall open no later than 6:30 p.m. on the day of the show.
8. Further technical information on Rudder Auditorium can be obtained by calling Jason Muchow at (979) 845-8903. All other questions pertaining to this engagement should be directed to Kendall Walker at (979) 845-1515.
9. INTENTIONALLY DELETED
10. ARTIST shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which ARTIST is a member or may be contractually bound including the fees of the PROMOTER. ARTIST/PROMOTER further agrees that payment of performing rights licenses for all material to be performed under the auspices of PRESENTER is the responsibility of the ARTIST/PROMOTER. ARTIST/PROMOTER shall indemnify, hold harmless, and defend PRESENTER, its officers or employees, from and against any and all claims or suits that may be made or brought against ARTIST/PROMOTER 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.
11. 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 ARTIST/PROMOTER/PRESENTER 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 ARTIST/PROMOTER will be by telephone to Staff Representative, Kendall Walker [telephone: office (979) (845-1515); fax (979) (845-5117)] followed immediately by a fax copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the PRESENTER within forty-eight (48) hours of the initial notice of cancellation.
12. If a breach by ARTIST and/or PROMOTER of any provision of this contract, for any reason other than a force majeure as set out in Item #11 above, results in the agreed performance not occurring, ARTIST and/or PROMOTER agrees to reimburse PRESENTER 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.
13. ARTIST 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 ARTIST incapable of fulfilling the terms and conditions outlined in this contract, PRESENTER may cancel this contract without liability on the part of the PRESENTER.

14. ARTIST agrees to provide the PRESENTER's staff representative, Kendall Walker, 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 who may be reached at (979) 845-1515.
15. ARTIST/PROMOTER shall have the right to have souvenir items including but not limited to compact discs, sold with the understanding that sales tax (8.25%) will be calculated and retained by the PRESENTER for remittance to the State of Texas. PRESENTER will also retain 10% of Net Sales of DVD, compact discs and books and 25% of Net Sales, Net Sales defined as Gross Sales less sales tax of 8.25%. All merchandise inventory will be counted before and after all sales by Town Hall Committee members and settlement will occur immediately after inventory check out is finished. Town Hall Committee members will not sell merchandise.
16. ARTIST grants PRESENTER permission to use the name and photo of ARTIST in all event promotions.
17. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of ARTIST/PROMOTER to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken.
18. PRESENTER shall in good faith attempt to prohibit the reproduction of performance in the form of audio recording/broadcasting/filming or videotaping.
19. It is understood and agreed that the ARTIST 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 PRESENTER.
20. ARTIST 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, ARTIST 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. ARTIST 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.
21. As an administrative entity of the Texas state government, PRESENTER is not authorized to make advance payments of any nature including, but not limited to, deposits.
22. PRESENTER 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.
23. PRESENTER, as an administrative entity of the Texas state government, is tax exempt.
24. ARTIST acknowledges that, because PRESENTER is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of PRESENTER 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 PRESENTER is provided by PRESENTER as mandated by the provisions of Chapter 502, Texas Labor Code. PRESENTER shall have the right, at its option, to (a) obtain liability insurance protecting PRESENTER and its employees and property insurance protecting PRESENTER'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 PRESENTER as a result of its operations under this agreement.
25. As an administrative entity of the State of Texas, PRESENTER is not authorized to indemnify any party with which PRESENTER contracts.

26. ARTIST/PROMOTER shall hold harmless PRESENTER, 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 ARTIST or its employees, agents, or representatives.
27. Whereas the State of Texas is a "Right to Work" state and PRESENTER is an administrative entity of the state acting under color of state law, PRESENTER cannot require union membership as a prerequisite for employment.
28. In signing this agreement, **MSC Town Hall Committee** of Texas A&M University does so as presenter of the presentation and not as employer, producer or operator.
29. PRESENTER will not be liable to the ARTIST 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 PRESENTER. Any such claim shall be limited as determined by State of Texas statute.
30. ARTIST must notify PRESENTER of any and all "sponsors" or "underwriters" or any entity other than ARTIST who is receiving promotional consideration from ARTIST. Promotional considerations for commercial sponsors may be subject to State law and/or University policy, therefore PRESENTER must approve, in writing, any commercial or non-commercial sponsorships to be promoted with this engagement. PRESENTER reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to PRESENTER's goals.
31. In recognition of the fact that AEG PRESENTS, LLC is representing this event as PROMOTER, AEG PRESENTS, LLC shall assume the responsibilities and obligations typically accruing to a booking agency. The PROMOTER 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 ARTIST and PRESENTER. If the PROMOTER commits or omits an act that is negligent in respect to its duties, then the PROMOTER will be held liable to the ARTIST and PRESENTER.
32. 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 PRESENTER and ARTIST/PROMOTER to attempt to resolve any claim for breach of contract made by ARTIST/PROMOTER that cannot be resolved in the ordinary course of business. ARTIST/PROMOTER shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of PRESENTER, who shall examine ARTIST/PROMOTER's claim and any counterclaim and negotiate with ARTIST/PROMOTER in an effort to resolve the claim.
33. 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.
34. Pursuant to Section 2252.903, Texas Government Code, ARTIST agrees that any payments owing to ARTIST under this agreement may be applied directly toward certain debts or delinquencies that ARTIST 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.
35. Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, PROMOTER certifies PROMOTER (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. PROMOTER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
36. Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROMOTER certifies PROMOTER is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROMOTER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
37. If ARTIST/PROMOTER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then ARTIST/PROMOTER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that ARTIST/PROMOTER is exempt from the payment of franchise (margin) taxes.

38. ARTIST/PROMOTER 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. ARTIST/PROMOTER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. ARTIST/PROMOTER will include this provision in all contracts with permitted subcontractors.
39. By executing and/or accepting this Agreement, PROMOTER and each person signing on behalf of PROMOTER 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 PRESENTER or TAMUS, has director 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.
40. ARTIST/PROMOTER expressly acknowledges that PRESENTER is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by PRESENTER of its right to claim such exemptions, privileges, and immunities as may be provided by law.
41. ARTIST/PROMOTER acknowledges that PRESENTER may request a consultant to perform a criminal background check on any employee and/or representative of ARTIST who conducts business pursuant to this agreement on the campus of PRESENTER.
42. All state laws and university policies shall govern the use of the facilities and activities of all parties covered hereunder.

43. This agreement contains the entire understanding of the parties and shall be amended or modified only in writing by the ARTIST/PROMOTER and the PRESENTER on its behalf. It is performable in Brazos County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against PRESENTER shall be in the county in which the primary office of the chief executive officer of PRESENTER is located.

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

ACCEPTED AND AGREED:

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

FOR: AEG Presents, LLC
ADDRESS: 1001 Performance Place
Grand Prairie, TX 75050

FEIN: 95-4846439

BY:
/ Dean K. Endler
University Contracts Officer
For Texas A&M University

BY: Robin Phillips
VP-Talent
AEG Presents

DATE: 31 JAN '19

DATE: 2-7-19

CONTACT: Kendall Walker
Program Advisor
Memorial Student Center
Texas A&M University
979-845-1515
979-845-5117 fax
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