

## CONTRACT RIDER FOR SEX SIGNALS

1

This Rider is attached to and made part of contract, dated \_\_\_\_\_, between Catharsis Productions (hereafter referred to as EDUCATORS) and Texas A&M University (hereafter referred to as PURCHASER).

All term and provisions hereinafter and herein before set forth part of one and the same contract.

EDUCATORS will provide the following:

1. 4 full-length presentation(s) of Sex Signals.
2. Poster templates and other materials are available at [www.catharsisproductions.com/resources](http://www.catharsisproductions.com/resources) and may be photocopied or used as press releases by PURCHASER. At least one EDUCATOR will also be available for newspaper interviews, etc.

PURCHASER will provide the following (NOTE: The requirements listed below are quite detailed, but are essential in maintaining the quality a PURCHASER should expect from the presentation):

**Please review each requirement/expectation and INITIAL after each section.**

### VENUE REQUIREMENTS:

1. Stage should have a minimum playing space of 8' x 12' and should be on risers or a stage. As some of the presentation is conducted with the EDUCATORS sitting in chairs, so all can clearly view the entire presentation without obstruction. The program is ideally presented in a theater or concert hall, but can also be produced in other venues, (e.g. lecture halls, club settings, or classrooms) with prior approval.
2. Sex Signals CANNOT be performed in the following venues: CAVERNOUS CHAPELS (chapels with high ceilings where the acoustics are such that voices echo throughout the room), GYMNASIUMS, CAFETERIAS, SNACK BARS, OR RECREATIONAL ROOMS (when food is being served), OR ANY ROOMS THAT WOULD GET ANY THROUGH TRAFFIC DURING THE TIME OF THE PRESENTATION. The program must be presented in an enclosed space without the threat of peripheral disruptions. The topics and material covered within the program demand a certain type of controlled environment that assist the EDUCATORS in creating a safe space for discussion. **EDUCATORS will NOT present a program that is set in one of the aforementioned venues.**

LB  
INITIALS

### SET-UP/ TECHNICAL REQUIREMENTS

1. Two light, but sturdy, **armless** chairs.
2. Presentations conducted for over one hundred audience members and/or in a large space will require a sound system and TWO CORDLESS LAVALIER MICROPHONE for the EDUCATORS (Lavalier microphones are small microphones that are attached to the EDUCATORS' shirts or lapels). Due to the physical nature of the presentation, handheld microphones CANNOT be substituted for lavaliers. In addition, one cordless, handheld microphone is requested for the introduction of the presentation, but is not required. If there is a problem supplying this equipment, please contact Catharsis Productions before the date. **If PURCHASER cannot provide lavalier microphones, EDUCATORS WILL LIMIT THE**

**CONTRACT RIDER FOR SEX SIGNALS**  
**SIZE OF THE AUDIENCE TO ONE HUNDRED.**

2

If a sound system is required, a set-up and sound check with a technician (provided by PURCHASER) should begin 60 minutes before presentation. If PURCHASER can provide a CD player with sound system, EDUCATORS will provide pre-presentation and post-presentation music.

3. Presentation area/stage should be well-lit for the presentation. House lights above the audience should also be used during the presentation. **THE STAGE SHOULD NOT BE DARKER THAN THE LIGHTS OVER THE AUDIENCE.**
4. STOP Cards (a 5x7 sheet of paper with the word "STOP" typed in bold across the paper horizontally) must be made for every audience member. Before the presentation, these cards should be laid face-down under the venue chairs. Templates are available upon request.
5. If the presentation is performed in a large space that seats more people than hosts are expecting, PURCHASERS are asked to block or tape off rows of seats near the back of the house. Audiences should be directed to sit as close to the stage as possible, and prevented from having the option of sitting in the balcony or in the back of the venue.
6. Two cold 20 oz. bottles of water for pre-presentation preparation and presentation.
7. One private, secure area for EDUCATORS' belongings and pre-presentation preparation.

LB  
INITIALS

**PRESENTATION EXPECTATIONS**

1. Limits on the size of an audience must be made to maintain the integrity and interactive quality of the program. **EDUCATORS WILL NOT** perform the presentation for an audience size in excess of **400** people. PURCHASER is highly encouraged to book multiple presentations if an audience size is to exceed this capacity. At the same time, PURCHASER is encouraged to generate audiences of at least 25 people as the presentation is so interactive. The ideal size audience is between 100 and 250 people.
2. PURCHASERS should be aware of the interactive and provocative nature of this presentation. The tactics in this program have proven to be powerfully effective with most audiences. The presentation assumes that audiences have common sense, and know the difference between encouraged, enthusiastic participation and disrespectful disruption. Nonetheless, some audience members can abuse the participatory aspect of the presentation and become unruly. The EDUCATORS have been trained to handle challenging interaction and feedback from diverse audience perspectives. However, the EDUCATORS expect the cooperation of student leaders, faculty members, and staff at keeping the interactive nature of the presentation positive rather than distracting. EDUCATORS and PURCHASERS are encouraged to eject particularly disruptive audience members. In worst-case scenarios, EDUCATORS reserve the right to stop the presentation if they feel threatened, or if an audience has effectively stopped the presentation through their disruptive behavior.



### CONTRACT RIDER FOR SEX SIGNALS

3

3. EDUCATORS will need to know from PURCHASER the nature and location of sexual assault resources (e.g., Health Centers, Counselors, Rape Crisis Centers, etc.) available for students on or around campus. This information is provided to students during the presentation by the EDUCATORS, and we encourage those audience members who have already been affected by sexual assault to talk to a professional from one of these resources. Also, as some of the material from the presentation may bring up some personal emotional issues for some audience members, we encourage the PURCHASER to have trained staff members or peer leaders available to offer immediate support to any who might need it.
4. Audience members should not be allowed to stand in the back of a venue or block aisles or exits during the presentation. In addition to fire hazards, exits and aisles must remain clear as the presentation may bring up unexpected emotions for survivors of sexual assault. For their emotional well-being, they should be able to leave the program if they need to without the potential obstacle of people blocking their exit.
5. The presentation contains some explicit and even crass sexual language. The language is intended to reflect and comment on the way many people talk about sex in our society. Previous audiences have found this approach to be refreshingly candid and effective. If you have concerns, please contact CATHARSIS PRODUCTIONS, as slightly altered, more conservative variations of Sex Signals are available.
6. **NO part, portion, or segment of any performance may be broadcast or reproduced by either audio or video means.** This includes live-streaming to satellite locations.

VB  
INITIALS

### TRAVEL AND MISCELLANEOUS INFORMATION

1. Please review the terms of the contract. If PURCHASER's contract states that they will be providing lodging, EDUCATORS require two comfortable, private, non-smoking rooms at a reputable hotel (e.g., the caliber of Hampton Inn, Homewood Suites, Holiday Inn, etc.). Since many EDUCATORS travel continuously throughout the year, EDUCATORS prefer lodging that provides free internet access, breakfast, and/or laundry facilities. On some occasions when travel between schools and presentations is tight, EDUCATORS may request lodging close to a local airport for early flights the morning after a presentation.
2. EDUCATORS will be arranging their own airfare and ground transportation.
3. Approximately two weeks before the presentation, PURCHASER should expect to be contacted by one of the two EDUCATORS who will be presenting Sex Signals. This individual is the designated liaison for that program and will be reviewing and confirming the logistics for the presentation(s). To make this contact easier, please provide below the contact information for the PURCHASER representative who will be hosting Sex Signals.
  - a. Name and main phone number (if different than one listed on contract):
  - b. Contact cell phone number:

CONTRACT RIDER FOR SEX SIGNALS

4

c. Contact e-mail address: \_\_\_\_\_

d. Contact preferred method of communication (please circle):

Main phone      Cell phone      E-Mail      Any

4. EDUCATORS request, but don't require a meal before the presentation. This allows EDUCATORS to speak with representatives of PURCHASER and get to know the university community.
5. EDUCATORS request, but don't require two t-shirts with PURCHASER'S school name or logo printed on them.
6. EDUCATORS request, but don't require any reviews, articles, or press related material concerning EDUCATORS to be forwarded to Catharsis Productions.
7. **STATE WITHHOLDING:** Some states levy a nonresident entertainer tax and require colleges to withhold a percentage from the final payment amount. **If you plan on withholding any part of the agreed payment amount, this must be communicated DURING the negotiation process** so that the deduction can be taken into account when calculating a performance price. If the withholding is not negotiated at the time of contracting, PURCHASER agrees that it will be solely responsible for any nonresident taxes incurred (i.e. the amount of the payment will be increased so that the final check will be for the amount agreed to).
8. If PURCHASER requires a certificate of insurance please send description of request to [info@catharsisproductions.com](mailto:info@catharsisproductions.com) at least 30 days prior to date of engagement.
9. Catharsis Productions certifies that it complies with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

AGREED AND ACCEPTED:

LINDY M. BEASLEY  
EXECUTIVE DIRECTOR  
CONTRACT ADMINISTRATION

✓ PURCHASER *all*

3/14/19  
Date

✓ CATHARSIS PRODUCTIONS

3/18/19  
Date

Represented by: Bass/Schuler Entertainment, 4055 W. Peterson Ave. Suite 206, Chicago, IL 60646  
(o) 773.481.2600, (f) 773.481.2601  
Catharsis Productions, 805 N Milwaukee, 2nd Floor, Chicago, IL 60642  
(o) 312.243.0022, (f) 312.243.9870, [info@catharsisproductions.com](mailto:info@catharsisproductions.com)



Performance Addendum  
by and between  
Texas A&M University  
and  
Catharsis Productions

MAR 18 2019  
BSE #64021

This Addendum is hereby made a part of and incorporated into the Performance Agreement (Contract No. BSE-64021) and Contract Rider for Sex Signals (collectively referred to as "Agreement"), between Texas A&M University, on behalf of its Office of Risk, Ethics, and Compliance, a member of The Texas A&M University System, an agency of the State of Texas ("PURCHASER"), and Catharsis Productions ("ARTIST") ~~who is represented by Base/Gender Entertainment~~ LMB

1. 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. ARTIST further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of PURCHASER is the responsibility of ARTIST. ARTIST shall indemnify, hold harmless, and defend PURCHASER, its officers or employees, from and against any and all claims or suits that may be made or brought against ARTIST 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 the Agreement.
2. *FORCE MAJEURE*: The Agreement 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 Agreement. In the event that the performance of ARTIST should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the Agreement and the Agreement will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone to staff representative, Jennifer Smith (telephone: (979) 458-8167), followed immediately by an email to [jennifer.smith@tamu.edu](mailto:jennifer.smith@tamu.edu) of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
3. If a breach by ARTIST of any provision of the Agreement, for any reason other than a *force majeure* as set out in Item #2 above, results in the agreed performance not occurring, ARTIST agrees to reimburse PURCHASER 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.
4. If consumption of intoxicating beverages, narcotics, or other illegal substances renders ARTIST, or its employees, agents, or representatives, incapable of fulfilling the terms and conditions outlined in the Agreement, PURCHASER may cancel the Agreement without liability on the part of PURCHASER.
5. ARTIST agrees to provide PURCHASER's 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 performance. The staff representative for this event is Jennifer Smith, who may be reached at (979) 458-8167.
6. ARTIST shall have the right to have souvenir programs or other souvenir items sold with the understanding that sales tax will be calculated and retained by PURCHASER for remittance. PURCHASER will also retain 25% of Gross Sales, Gross Sales defined as total less sales tax of 8.25%. All merchandise inventory will be counted before and after all sales by PURCHASER representatives and settlement will occur immediately after inventory check out is finished. PURCHASER representatives will not sell merchandise.
7. ARTIST grants PURCHASER permission to use the name and photo of ARTIST in all event promotions.

8. 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 to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken.
9. ~~ARTIST hereby grants permission for PURCHASER to tape record and/or videotape performance for non-commercial purposes. The tape(s) will remain the property of PURCHASER.~~ LMB
10. It is understood and agreed that 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 PURCHASER.
11. It is understood and agreed that nothing contained in the Agreement shall require PURCHASER to violate Texas A&M University rules, or any state or federal laws or regulations, including but not limited to the Public Information Act under *Texas Government Code*, Chapter 552. Upon PURCHASER's written request, ARTIST will provide specific public information exchanged or created under the Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to PURCHASER in a non-proprietary format acceptable to PURCHASER. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which PURCHASER has a right of access. ARTIST acknowledges that PURCHASER 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*.
12. By executing and/or accepting the Agreement, ARTIST and each person signing on behalf of ARTIST 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 PURCHASER or TAMUS, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.
13. As a department of a public institution of the State of Texas, PURCHASER is not authorized to make advance payments of any nature including, but not limited to, deposits.
14. PURCHASER 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.
15. PURCHASER, as an administrative entity of the Texas state government, is tax exempt.
16. ARTIST acknowledges that, because PURCHASER is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of PURCHASER 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 PURCHASER is provided by PURCHASER as mandated by the provisions of Chapter 502, *Texas Labor Code*. PURCHASER shall have the right, at its option, to (a) obtain liability insurance protecting PURCHASER and its employees and property insurance protecting PURCHASER'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 PURCHASER as a result of its operations under the Agreement.
17. As an administrative entity of the State of Texas, PURCHASER is not authorized to indemnify any party with which PURCHASER contracts.
18. ARTIST shall hold harmless PURCHASER, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of ARTIST or its employees, agents, or representatives.



19. Whereas the State of Texas is a "Right to Work" state and PURCHASER is an administrative entity of the state acting under color of state law, PURCHASER cannot require union membership as a prerequisite for employment.
20. In signing the Agreement and this Addendum, PURCHASER does so as sponsor of the performance and not as employer, producer, or operator.
21. PURCHASER will not be liable to 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 PURCHASER. Any such claim shall be limited as determined by State of Texas statute.
22. ARTIST must notify PURCHASER of any and all "Sponsors" or "Underwriters" or any entity other than ARTIST who is receiving promotional consideration from ARTIST. PURCHASER reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to PURCHASER's goals.
23. 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 PURCHASER and ARTIST to attempt to resolve any claim for breach of contract made by ARTIST that cannot be resolved in the ordinary course of business. ARTIST shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of PURCHASER, who shall examine ARTIST's claim and any counterclaim and negotiate with ARTIST in an effort to resolve the claim.
24. 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.
25. Pursuant to Section 2252.903, *Texas Government Code*, ARTIST agrees that any payments owing to ARTIST under the 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.
26. If ARTIST is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then ARTIST certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that ARTIST is exempt from the payment of franchise (margin) taxes.
27. ARTIST understands that acceptance of funds under the 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 agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. ARTIST will include this provision in all contracts with permitted subcontractors.
28. ARTIST expressly acknowledges that PURCHASER is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by PURCHASER of its right to claim such exemptions, privileges, and immunities as may be provided by law.
29. Pursuant to Chapter 2270, *Texas Government Code*, ARTIST certifies ARTIST (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of the Agreement. ARTIST acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
30. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, ARTIST certifies ARTIST is not engaged in business with Iran, Sudan, or a foreign terrorist organization. ARTIST acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

31. The Agreement and this Addendum contain the entire understanding of the parties and shall be amended or modified only in writing by ARTIST and PURCHASER. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the State of Texas.
32. In the event of any conflict or ambiguity between any part of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall in all respect govern and control.

Signatories to this Addendum agree that they are duly authorized representatives of the parties to the Agreement.

ACCEPTED AND AGREED:

FOR: TEXAS A&M UNIVERSITY

FOR: CATHARSIS PRODUCTIONS LLC

Address: 805 N. Milwaukee Ave. 2nd Floor  
Chicago, IL 60642

Phone: 312 924-0022

FEIN: 32-6017012

BY:

Signature

NAME: LINDY M. BEASLEY  
TITLE: EXECUTIVE DIRECTOR  
DATE: CONTRACT ADMINISTRATION

3/14/19

BY:

Signature

NAME: Christian Murphy  
TITLE: Executive Director  
DATE: March 18, 2019