

Presentation Addendum
Texas A&M University Memorial Student Center
Carter G. Woodson Black Awareness Committee

This Addendum, is hereby made a part of and incorporated into this agreement between Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas on behalf of the Memorial Student Center **CARTER G. WOODSON BLACK AWARENESS COMMITTEE** (hereinafter referred to as "CUSTOMER") and **KEPPLER ASSOCIATES, INC.** (hereinafter referred to as "ASSOCIATES") for the personal services of **AMARA LA NEGRA** (hereinafter referred to as "SPEAKER") dated **December 18, 2018**.

1. CUSTOMER contracts the personal services of SPEAKER for engagement as outlined herein:
 - a. Major Presentation Title: Afro-Latinx Festival in Aggieland (ALFA)
 - i. Date: Monday, February 11, 2019
 - ii. Time: 7 p.m. – 10 p.m.
 - iii. Length: Three (3) Hour(s)
 - iv. Location: Memorial Student Center Bethancourt Ballroom
 - v. Description: Speaker will engage in a 75 minute moderated conversation and audience Q&A regarding her experience as an Afro Latina in the entertainment industry.
 - b. Additional activities to be included in SPEAKER's schedule:
 - i. Lunch or dinner with ALFA steering committee to be determined when travel is secured.
 - ii. Speaker will also attend VIP photo and autograph reception for 100 attendees immediately following major presentation.
2. CUSTOMER agrees to pay SPEAKER twenty thousand dollars (\$20,000 .00) all inclusive of professional fee – flat fee, transportation, lodging, and any additional items listed below, for the rendition of services called for herein: See description listed in section 1.
 - a. Make payment to: **KEPPLER ASSOCIATES, INC. (FEIN: 52-1281937)**
 - i. Payment is to be made by CUSTOMER via direct deposit. 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/>. ASSOCIATES may request an exception via email at vendorhelp@tamu.edu. This amount represents the total sum payable by CUSTOMER for services hereunder and any other expenses incidental to the presentation will be the sole responsibility of SPEAKER, unless otherwise specified in this contract. For reimbursable incidental expenses specified in this contract, original invoices or receipts will be required from SPEAKER to initiate payment.
3. SPEAKER 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.
4. *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 SPEAKER/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, Lydell Graham [telephone: office (979) (845-1515); fax (979) (845-5117); home (979) (213-2574)] 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.

Reimbursement for documented expenses is limited to not more than \$500.00 and will be in the form of a credit on a future contract with Keppler Associates, Inc. TT

5. ~~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 #4 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.~~
6. 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.
7. 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 Felicia George, who may be reached at (979) 845-1515.
8. SPEAKER grants CUSTOMER permission to use the name and photo of SPEAKER in all event promotions.
9. 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.
10. ~~SPEAKER hereby grants permission for CUSTOMER to tape record and/or videotape presentation for non-commercial purposes. The tape(s) will remain the property of CUSTOMER.~~
11. 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.
12. 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 accepted 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*.
13. 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.
14. 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.
15. CUSTOMER, as an administrative entity of the Texas state government, is tax exempt.

***Please complete and return tape release form. Recording must be approved by Keppler Speakers. A copy of the recording must be submitted to Keppler Speakers immediately following the engagement.* TT

16. 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.
17. As an administrative entity of the State of Texas, CUSTOMER is not authorized to indemnify any party with which CUSTOMER contracts.
18. 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.
19. 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.
20. 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.
21. In signing this agreement, MSC **CARTER G. WOODSON BLACK AWARENESS COMMITTEE** of Texas A&M University does so as presenter of the presentation and not as employer, producer or operator.
22. 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 artistic/technical quality, or do not contribute to CUSTOMER's goals.
23. In recognition of the fact that **KEPPLER ASSOCIATES, INC** is representing this event as **KEPPLER ASSOCIATES, INC** shall assume the responsibilities and obligations typically accruing to a booking agency. The AGENT 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 AGENT commits or omits an act that is negligent in respect to its duties, then the AGENT will be held liable to the SPEAKER and CUSTOMER.
24. 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's claim and any counterclaim and negotiate with SPEAKER/ASSOCIATES in an effort to resolve the claim
25. 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.

26. 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.
27. 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.
28. 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. SPEAKER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. All state laws and university policies shall govern the use of the facilities and activities of all parties covered hereunder.
35. This addendum 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.

36. In the event of any conflict or ambiguity between any part of the SPEAKER contract, and the provisions of the Presenter Addendum, the provisions of this Presenter Addendum shall in all respects govern and control.

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

ACCEPTED AND AGREED:

FOR: Memorial Student Center
Carter G. Woodson Black Awareness Committee
ADDRESS: 1237 TAMU
Texas A&M University
College Station, TX 77843-1237

FOR: Keppler Associates, LLC
ADDRESS: 3030 Clarendon Blvd, 7th Floor
Arlington, VA
PHONE: (703) 516-4000
EMAIL: djones@kepplerspeakers.com
FEIN: 52-1281937

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

BY: _____
~~Dustin Jones~~
~~Vice President for University and Performing~~
~~Arts~~
T Tomesha Thompson
Keppler Speakers Contracts Administrator

DATE:

1/16/18

DATE:

1/17/2019

CONTACT: Lydell Graham
Program Advisor
Memorial Student Center
Texas A&M University
979-845-1515
979-845-5117 fax
lydell_graham@tamu.edu

p. 703.516.4000
f. 703.516.4819

3030 Clarendon Boulevard
7th Floor
Arlington, VA 22201

Fed ID # 52-1281937
www.kepleroncampus.com



Date: December 18, 2018
Contract No: K-1005797
Agent: Dustin Jones
E-Mail:
djones@keplerspeakers.com

AGREEMENT

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

<u>SPEAKER:</u>	Amara La Negra
<u>DATE OF EVENT:</u>	Monday, February 11, 2019
<u>TITLE OR TOPIC:</u>	TBD Afro Latina Experience in the Entertainment Industry TT
<u>PRESENTATION LENGTH:</u>	45 Minutes; plus 15 Minute Moderated Q&A
<u>EVENT LOCATION:</u>	MSC Bethancourt Ballroom 275 Joe Routt Blvd College Station, TX

TBD - Lunch or Dinner with Steering Committee (pending travel)
7:00 PM - Moderated Q&A on stage
7:45 PM - Audience Q&A
8:00 PM - VIP Reception with autographs and photos (max of 100 invitees)

SPECIAL NOTES:

All press must be submitted for review, feedback, and approval prior to going live and promoting the event.

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

USD \$20,000.00 inclusive of all expenses - flat fee

Keppler Associates, Inc. hereby agrees on behalf of Speaker to provide the services of Speaker for the Customer at the above-specified time and place.

TT Customer agrees to return this Agreement on or before Tuesday, January 8, 2019. The balance due of \$20,000.00 is to be received by this office on or before Wednesday, February 13, 2019. Any amount not paid by the above mentioned dates will accrue a finance charge of 1 1/2% per month. See addendum item #2

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. See addendum #1b

Speaker's Technical Requirements:

PLEASE INITIAL

1. Well lighted heated (or cooled as necessary) place for performance.
2. Microphone and PA System
3. Cold glass of water on stage

ADDITIONAL CONDITIONS OF THIS AGREEMENT

TT 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 and to provide local transportation for the Speaker and/or his party. No lecture or performance is to be broadcast, recorded, video taped or otherwise reproduced 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 addendum items #10, #13, #14, #15

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2) This Agreement is binding on both parties and cannot be cancelled except as hereinafter provided. If, for any reason, the Speaker is delayed or cannot appear, Associates will use its best efforts to 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 deposits 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. Notwithstanding any other provisions of this Agreement, in the event that the performance is prevented due to acts of God, illness or physical disability of the Speaker, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation or any other cause beyond the control of the parties, then the parties agree that the condition will not exempt but will merely suspend either party from its duty to perform the obligation under this Agreement until as soon as practicable after a force majeure condition ceases to exist. *See addendum #4 and #5*

3) This agreement is non-cancelable by Customer. All amounts as set forth under the terms of this Agreement above shall be paid in full. See addendum *See addendum #4 and #5*

Unless otherwise approved Associates

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. *See addendum #13*

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. *Customer made Associates aware by electronic mail on December 19, 2019.*

6) This agreement shall be governed in accordance with the laws of the State of Texas.

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 #14 #24 #35*

8) The attached Presentation Addendum is hereby incorporated into and made a part of this agreement.

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

CUSTOMER: Texas A&M University - College Station – MSC WBAC

CONTACT: Ms. Lydell S. Graham

ADDRESS: Memorial Student Center,
TAMU 1227

PHONE: (979) 845-1515

FAX: (979) 845-5117

E-MAIL: lvdell.graham@tamu.edu

SIGNATURE

Dr. C.J. Woods, Associate Vice President for Student Affairs

TITLE: Student Development Specialist

FOR: Texas A&M University - College Station
MSC Carter G. Woodson Black Awareness Committee

DATE: 1/16/18

SIGNATURE:

TITLE: Contracts Administrator

FOR: Keppler Associates, Inc.

DATE: 1/18/2019

Contract No: K-1005797



Real People. Real Stories.

February 6, 2019

TO: Lydell S. Graham; Jessica Mendiola
FROM: Dustin Jones
Keppler Speakers
RE: Texas A&M University - College Station

The speaking engagement listed above has been revised. Please mark the following changes in your calendar.

ORIGINAL DATE:

February 11, 2019

ORIGINAL FEE:

\$20,000.00 inclusive of all expenses

REVISED DATE:

April 4, 2019

REVISED FEE:

\$19,000.00 inclusive of all expenses

If you have any questions or I may be of additional assistance, please do not hesitate to contact me.

Kindly acknowledge your receipt of these changes by signing below and returning a copy of this form to our office via email or fax (703) 516-4819 as soon as possible.

Signature

Date

Contract #: K-1005797

3030 Clarendon Blvd., 7th Floor
Arlington, Virginia 22201
p.703.516.4000
f.703.516.4819
keplerspeakers.com