SERVICES AGREEMENT  
BETWEEN  
TEXAS A&M UNIVERSITY  
AND  
HOLLAND COLLECTIVE

This Services Agreement ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, through its College of Architecture ("Texas A&M") and HOLLAND collective ("Provider") is made and entered into by and between Texas A&M and Provider.

Texas A&M and Provider hereby agree as follows:

1. SCOPE OF WORK

A. Provider shall provide oversight of public relations and communications support on behalf of five exhibitions featured in the Wright Gallery at Texas A&M in an effort to garner regional and national placements to help build awareness and drive attendance to the Wright Gallery.

B. The scope of the work ("Work") and the time for performance thereof, is as set forth in Appendix "A" attached hereto and made a part hereof for all purposes. Should there be any conflict between Appendix A and the terms of this Agreement, the terms of this Agreement shall prevail.

C. Upon execution of this Agreement, all services previously performed by Provider on behalf of Texas A&M and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider's business or profession. Work is to commence based on dates coordinated with Texas A&M during the period of December 1, 2017 through November 30, 2018 ("Term"). This Agreement may be extended only by written agreement executed by both parties.

3. PAYMENT TERMS

A. For the satisfactory performance of the Work, Texas A&M shall pay Provider an amount not to exceed Fifteen Thousand Nine Hundred Ninety-six Dollars ($15,996.00). Breakdown of payment is described in Appendix "A". Provider will obtain the written approval of Texas A&M prior to incurring any additional costs as may be stipulated in Appendix A.

B. Payments of the amount due to Provider will be provided by Texas A&M upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix A, and provides supporting documentation for reimbursable expenses relating to Work requested by Texas A&M, if any. The invoice must be signed by the Provider and submitted to Texas A&M at the address specified in Section 8.G below.

4. DEFAULT AND TERMINATION

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the terminating party.
B. Texas A&M may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to Texas A&M a final report describing the work completed to the date of termination. Texas A&M shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. PUBLIC INFORMATION

A. Provider acknowledges that Texas A&M 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.

B. Upon Texas A&M’s written request, Provider 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 Texas A&M in a non-proprietary format acceptable to Texas A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M has a right of access.

C. Provider acknowledges that Texas A&M 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.

6. DISPUTE RESOLUTION

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 Texas A&M and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Provider’s claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

7. CONFLICT OF INTEREST

By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider 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 Texas A&M 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.

8. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Provider’s negligent or intentional acts or omissions in performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of Texas A&M. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall
observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.

D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

E. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Texas A&M shall be in the county in which the primary office of the chief executive officer of Texas A&M is located.

F. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

G. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. Texas A&M and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M:  
Texas A&M University  
College of Architecture  
3137 TAMU  
College Station, TX 77843-3137  
ATTN: Kevin Gustavus  
Telephone: (979) 845-4964  
Email: gus@tamu.edu

Provider:  
HOLLAND collective  
1409 Hurley Avenue, Unit E  
Fort Worth, TX 76104  
ATTN: Holland Sanders  
Telephone: (817) 903-4979  
Email: holland@hollandcollective.co

H. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of Texas A&M.

I. 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.

J. Pursuant to Section 2252.903, Texas Government Code, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider 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.
K. Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Provider and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Texas A&M.

M. Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

N. Provider 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. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

O. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

P. Pursuant to Chapter 2270, Texas Government Code, Provider certifies Provider (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Q. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Provider certifies Provider (1) 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

Texas A&M University

HOLLAND COLLECTIVE

Signature

Signature

Robert C. Bounds

Name

Name

Director, Procurement Services

Title

Title

Date

Date

February 23, 2018
APPENDIX A

Wright Gallery at Texas A&M Proposal of Services

Project Overview
During this 12-month contract, HOLLAND collective will oversee the public relations and communications support on behalf of five exhibitions featured in the Wright Gallery at Texas A&M in an effort to garner regional and national placements to help build awareness and drive attendance to the gallery.

Project Scope
This proposal is for public relations and communications from December 1, 2017 through November 30, 2018. This support includes brand building and management of the Wright Gallery pre and post exhibition publicity support. Additional support can be provided, depending on the scope and support needed an additional fee may be added.

HOLLAND collective Team
Holland Sanders
Alex Cambora
Shasta Hubrich
Christina Allen

Service Outline

Strategic Campaign Planning
HOLLAND collective team will meet with the Wright Gallery advisory committee and any additional decision makers at the beginning of the campaign to develop overarching strategies for organizational goals, exhibition elements for promotion and timeline. Once strategies are approved, our team will oversee the execution of the campaign.

- 12-month Strategic Plan
  - Outline of communication goals, strategy, and tactics.
  - HOLLAND collective will execute press related elements outlined in the strategic plan during the 12-month contract.
  - HOLLAND collective will provide suggestions for enhanced partnerships and grassroots marketing promotions to be led by Wright Gallery team.
Public Relations

Holland Sanders and the HOLLAND collective team will serve as the primary press contact for the Wright Gallery. The role of our team will focus on promoting the five major exhibitions in 2018 regionally and nationally to general interest media and art-focused publications.

- Public Relations Strategy
- Press Release, Media Advisory Writing & Distribution
- Media Relations
- Direct Pitching
- Campaign Report

Public Relations Strategy
- HOLLAND team will meet with the Wright Gallery at the beginning of the campaign to discuss possible pitches, creative angles, and publicity goals and design the most effective timeline to meet goals.

Press Release, Media Advisory Writing & Distribution
- Our team will develop press releases and media advisories during this contractual period. Press release-worthy news can include placements in print, online, radio, and television.
- HOLLAND collective team will book subsequent press opportunities that come from these distributions.

Digital Press Assets
- Our team will work with Wright Gallery staff and artists develop to digital press kits for each exhibition for ease of media use. These will include press releases, bio information, photos, etc.

Media Relations
- Our team will serve as the Wright Gallery’s principal media advocates. We will stay current on the media climate and recommend best media practices. HOLLAND collective will also keep the media apprised of art-centric trends and news and make every effort to capitalize on opportunities for exposure.
- HOLLAND team will compile a customized media database including regional lifestyle, national art, and entertainment focused television, print, online, bloggers, etc.

Direct Pitching
- Our team will pitch Wright Gallery stories directly to the media, working to bridge the gap between communications goals and what media is interested in covering.
• Our goal is to ensure that the company's spokespeople and/or artists feel prepared for each segment. The HOLLAND collective team can be available for consultations before each interview to discuss wardrobe suggestions, key interview points, et cetera.

Prep Documents
• Prep Docs detail interview questions and answers, arrival times, air times, directions to the studio, et cetera. A Prep Doc will be created for each interview so that the Wright Gallery spokespeople are on the same page as the media.

Campaign Report
• Our team will provide campaign reports for each exhibition documenting the garnered press to display the reach, value, and ROI of your publicity efforts.

Contract Rates and Payment Breakdown
*HOLLAND collective standard project rate for services - $2,500 per month
*Discounted non-profit rate for services - $1,333 per month (discount will be reflect on invoices)

Contract term 12 months x $1,333 = $15,996 project total

Billing
Billing takes place at the beginning of the month with 30-day terms. Work begins when proposal is signed and dated by Wright Gallery representative. Representation continues until November 30, 2018. These services can be extended beyond November 30, 2018 at a rate of $150 per hour or by the creation of a new contract for service.

February 27, 2018
Robert C. Bounds, Director

Signature

Holland Sanders - HOLLAND collective CEO