ATHLETIC AGREEMENT

This agreement made and entered into on Friday, Friday, December 19, 2019, by and between the authorities of Bring It Promotions, LLC and Texas A&M University Women's Volleyball Team (hereafter “TEXAS A&M”) stipulates:

Section One – Description

Contract is for TEXAS A&M Women’s Volleyball Team European Foreign Tour (hereafter TOUR) for the period May 12 to May 23, 2018 (Leaving USA on May 11, returning to USA on May 23)

Games to be played against various European Club and Junior National Teams: 5 or 6

Airfare: $988 per person
Ground Cost (Upgraded Package): $2695 per person
Total Cost: $3683 per person x 28 people = $103,124

Hotel Nights: 11

Description: Foreign Women’s Volleyball Team European Tour visiting Prague, Czech Republic; Vienna, Austria; Maribor, Slovenia; Istria, Croatia; and Venice and Milan, Italy

Nights 1-3: Prague
Day Trip: Vienna
Nights 4-6 Maribor
Nights 7-8
Night 9: Venice
Nights 10-11: Milan

Section Two – Bring It Promotions (BIP) Responsibility

Bring It Promotions (BIP) will provide for TEXAS A&M Women’s Volleyball:

1. Ground transportation while on tour will be in vans, charter buses and trains. Please note that all tips, gas, parking, tolls are included.
2. Lodging for 11 nights in respectable and safe hotels that we have used to customer satisfaction in the past.
3. Daily Breakfast at hotel, including lunch and dinners daily (3 meals a day).
4. BIP will supply all volleyball activities and basic team sightseeing tours as well.
5. Provide an experienced BIP escort to accompany TEXAS A&M during tour. All BIP guides and escorts are fluent in the local language and can act as translators;

Section Three – TEXAS A&M Responsibility

TEXAS A&M is responsible for:
1. Payment for the tour package to Bring It Promotions, LLC.
2. Providing or obtaining all necessary visas, passports, and/or other identification.
3. All incidentals including, but not limited to, phone calls, laundry, shopping and sightseeing more than provided activities.
4. Securing travel and medical insurance for each member of your traveling party.
5. Ground transportation to and from departure and arrival city in USA.
6. Any extras that TEXAS A&M requests.

Section Four -- Payment Terms

-$10,000 Deposit due and becomes non-refundable on February 11, 2018
-Balance Due 30 days prior to the tour (April 11, 2018)

Section Five -- Airfare

BIP will provide “Group Fare” airfare for this trip on airfare booked through Delta Airlines. All Name Change and Cancelation Fees are those in place by Delta Airlines. BIP requests all information 1 week prior to Delta Airlines deadlines

Final flight name list is due to BIP 5 weeks prior to departure on April 4, 2018

5/11: IAH 15:05 > 7:15 (12th) AMS 12:10 > PRG 13:40
5/23: MXP 6:45 > 8:40 AMS 9:50 > 13:10 IAH

Please see “Airline Rules” in the addendum below the signatory portion of this agreement

Section Six – Ground Package Cancelation

Delegation Size & Composition must be set 60 days prior to arrival (March 11, 2018)

Cancelations inside of 30 days of arrival are refunded $1350 + actual value of airline ticket refund
Section Seven – Notices

Please sign and return the enclosed copy, which will serve as a working contract.

University: Texas A&M University Women’s Volleyball

Head Coach or Athletic Director: ____________________________

Signature: ____________________________

Date: ____________________________

University Contracts Officer: Dean K. Endler

Signature: ____________________________

Date: 26 Feb 18

Organization: Bring It Promotions, LLC

Name: William Timothy Kelly, Owner

Signature: ____________________________

Date: February 9, 2018
ADDENDUM

DELTAAIRLINES RULES & GUIDELINES

PASSenger Name List

The complete Passenger Name List must be sent to our Groups department no later than 30 days before departure date. Any reserved seat with no allocated name will be automatically cancelled without notification (subject to applicable penalties).

Final Payment and Ticketing

All tickets must be paid in full and issued no later than 30 days before departure date, which is 11 May 2018.

The tickets are changeable and non-refundable after they have been issued (except otherwise specified).

- Once the group is within 90-day utilization, and a deposit is on file, a maximum of 30% of the group may deviate on the outbound or return at the applicable fare for a 50.00 USD per person non-refundable deviation fee. The definition of a group must be maintained. The percentage of passengers who may deviate is based on the total number of seats held by the group at day 90.

- Name Changes: One free name change is permitted for 50% of the group up to 48 hours prior to departure, $150.00 USD fee for each additional name change will apply and subject to change.

Total Cancellation

- Up to 90 days prior to departure: No penalty.
- From 89 to 31 days prior to departure: Penalty of 100 USD per cancelled seat.
- From 30 days prior to departure: Penalty of 100% of the fare.
- After ticket issue: tickets are non-refundable.

Partial Cancellation

- Up to 90 days prior to departure: No penalty.
- From 89 to 31 days prior to departure: 10% of seats booked at the origin can be cancelled without penalty. Over and above: penalty of 100 USD per cancelled seat.
- From 30 days prior to departure: Penalty of 100% of the fare per cancelled seat.
- After ticket issue: tickets are non-refundable.
ADDENDUM
By and Between
Bring It Promotions, LLC
&
Texas A&M University

This addendum ("Addendum") amends and supplements the Athletic Agreement ("Agreement") between Bring It Promotions, LLC ("BIP"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.

2. The following language is incorporated into the Agreement:

State Contracting Requirements:
Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “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.”

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, BIP agrees that any payments owing to BIP under this Agreement may be applied directly toward certain debts or delinquencies that BIP 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.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: “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.”

Public Information. BIP 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, BIP 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. BIP 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.

Governing Law. 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.

Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

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

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

Products and Materials Produced in Texas. BIP agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, BIP will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

Loss of Funding. Performance by TAMU 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, TAMU will issue written notice to BIP and TAMU may terminate this Agreement without further duty or obligation hereunder. BIP acknowledges that appropriation of funds is beyond the control of TAMU.

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

Non-Waiver. BIP expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.
**BIP Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, BIP certifies BIP (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. BIP acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**BIP Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, BIP certifies BIP (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. BIP acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Conflicts of Interest.** By executing and/or accepting this Agreement, BIP and each person signing on behalf of BIP 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 TAMU 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.

**Vendor Insurance.** BIP shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU. By requiring such minimum insurance, TAMU shall not be deemed or construed to have assessed the risk that may be applicable to BIP under this Agreement. BIP shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. BIP is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU at least ten (10) days before the effective date of the cancellation.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker's Compensation</strong></td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for TAMU. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

**B. Automobile Liability**
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;
C. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Each Occurrence Limit</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The required commercial general liability policy will be issued on a form that insures BIP’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insured’s.

D. **BIP will deliver to TAMU:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by BIP under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker’s compensation and employer’s liability, will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by BIP. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TAMU ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any required insurance policy.

Any deductible or self-insured retention must be declared to and approved by TAMU prior to the performance of any services by BIP under this Agreement. BIP is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
**Notices.** 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. TAMU and BIP can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**TAMU:**
Texas A&M University Athletics Department  
1228 TAMU  
College Station, TX  77843-1228  
Attention: Jeff Toole  
Sr. Associate Athletics Director/CFO  
Phone: (979)862-5415  
E-mail: jtoole@athletics.tamu.edu

**BIP:**
Bring It Promotions, LLC  
7055 Scripps Crescent St  
Goleta, CA 93117  
Attention: William Timothy Kelly  
Phone: (714) 260 5154  
E-mail: bringitusa@aol.com

**ACCEPTED & AGREED:**

**Bring It Promotions, LLC**

Signature

William Timothy Kelly - Owner  
Name & Title

2/23/2018  
Date

**Texas A&M University**

Signature

Dean K. Endler  
University Contracts Officer  
Name & Title

26 Feb '18  
Date