



Gotham Artists
33 Nassau Ave #24
Brooklyn, NY 11222
Phone: 646-873-6601 Fax: 646-365-8890
E-Mail: info@gotham-artists.com
Web: www.gothamartists.com

Contract #4958

1. Agreement made **September 14, 2022** between Gotham Artists (hereinafter referred to as “GA”) and **West Texas A&M University** (hereinafter referred to as “Buyer”) to furnish the services of **Anna Deavere Smith** (hereinafter referred to as “Artist”), in accordance with the following terms:

2. Title of Program: An Evening with Anna Deavere Smith

3. Date & Time of Program: Tuesday, April 04, 2023

Proposed timeline:
11:00 AM - Masterclass Q&A Session (50-60 minutes)
12:00 PM - Break in hotel room
5:30 PM - Sound check
6:00 PM - Brief photos with committee members
6:15 PM - Down time
7:00 PM - Public presentation

4. Location of Program: Jack B. Kelly Student Union Building- Legacy Hall

5. Compensation: (a) Amount: \$39,000.00USD
(b) Plus: The fee is inclusive of all expenses.

6. Payment: A non-refundable deposit of **\$19,500.00** shall be paid to “Gotham Artists” to be received no later than Oct 14, 2022. The balance of **\$19,500.00** is due on or before Apr 21, 2023.

Preferred payment method is via ACH or Wire Transfer to: Gotham Artists JPMorgan Chase Bank, N.A.
Routing #: 021000021 / Account #: 988417978 (Checking) / SWIFT Code: Chasus33
Note: Please include Artist Name & Event Date in the Payment Memo
Please send all Vendor Request Forms or remittances to: Accounting@gotham-artists.com

7. Additional Details:

Description of Organization: Our students, faculty and alumni are making a difference worldwide through innovation and service. Technologies developed through our research programs are shaping our world, and our education extends far beyond the classroom, engaging industry partners and practitioners to create real-world opportunities for our students.

Organization Website: <https://www.wtamu.edu/about/events/distinguished-lecture-series.html>

Description of Event: WTAMU’s Distinguished Lecture Series was created in 2007 to enhance education in the classroom. A portion of the student activity fee funds the series, and committee members strive to select speakers who appeal to a broad spectrum of the student body. The mission of the Distinguished Lecture Series is to invite persons of national prominence to the WTAMU campus in order to expose our students to some of the most important issues of our times.

Artist Attire: Business casual (or her choice)
Audience Attire: Casual

Hotel Accommodations: The Barfield, Autograph Collection (4 Star)
600 S Polk St, Amarillo, TX 79101
(806) 414-2200

Closest Major Airport to Event: Rick Husband Amarillo International Airport (AMA)

Media Coverage: All media requests must be submitted in writing to Gotham Artists. Requests will then be submitted to artist for their consideration.

COVID-19 Protocol: BUYER shall implement and comply with all then-current health and safety protocols related to the use and occupancy of the venue, the operation or presentation of the engagement and/or any applicable and reasonable standards related to COVID-19 or other public health emergency and shall use



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commercially reasonable efforts to ensure that its and venue employees, contractors and engagement attendees comply with all such protocols.

8. Buyer's Cancellation: This agreement is non-cancelable by buyer; all amounts due as set forth in Paragraph 5 and 6 shall be paid in full.

9. Advertising, Marketing and Promotion: ARTIST'S name or pre-approved likeness may not be used as an endorsement of any product or service, or in connection with any commercial tie-up without ARTIST'S prior written consent.


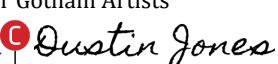
A. All advertisements and publicity materials shall be submitted to Gotham Artists for review and final written approval prior to publication.

B. Any advertisement or promotion of event, using ARTIST name or likeness, must be approved in writing by Gotham Artists.

C. ARTIST'S participation may not be publicized until Gotham Artists has received a copy of this Agreement signed by BUYER along with any required deposit in full. Agency reserves the right to declare this Agreement null and void if the required deposit is not received by Gotham Artists as provided herein.

10. The Buyer's representative, in signing this Agreement, warrants that (s)he is duly authorized to sign and does not assume any personal liability unless there is a breach of said warranty. The GA representative warrants that GA has express authority to sign on behalf of Artist.

11. The Terms and Conditions on the following page(s) are part of an integral to this Agreement. Please review them carefully.

<p>Executed for Buyer By  Date: <u>10/5/2022</u> WT Distinguished Lecture Series</p>	<p>For Gotham Artists By  Date: <u>10/5/2022</u> Gotham Artists 33 Nassau Ave #24 Brooklyn, NY 11222 Fed-ID: 45-3516984</p>
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ADDITIONAL TERMS AND CONDITIONS

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

- a. BUYER agrees to furnish at its own expense all that is necessary for the proper presentation of the performance(s) and rehearsals (if required by ARTIST), including without limitation a suitable theatre, hall or auditorium, well heated, lighted, and in good order, a level, stable and unobstructed stage, stage curtains, public address system in perfect working condition including microphone(s) in number and quality as required by ARTIST. BUYER agrees to comply with all regulations and requirements of any national or local union(s) that have jurisdiction over any of the materials, facilities, services, and/or personnel to be furnished by BUYER and/or by ARTIST. BUYER agrees to furnish all necessary material and equipment and to comply with ARTIST's directions to arrange the stage decor and settings for the performance hereunder.
- b. If ARTIST's performance is prevented, materially interrupted, rendered impossible, unsafe, or unfeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, labor difficulties, war conditions or emergencies, inclement weather (severe enough to create a threat to public safety and/or individuals present at the performance, based on the determination of local public authorities), interruption or delay in ARTIST transportation services, death, illness or accident to ARTIST or any of ARTIST's immediate family or any other cause beyond the reasonable control of the affected Party (for any reason beyond ARTIST'S sole control each a "Force Majeure Event"), it is understood and agreed that the applicable event shall be canceled, the Parties' obligations shall be deemed waived, and there shall be no claim for damages by either Party. It is further understood and agreed by the Parties that in the event ARTIST is unable to appear at the event due to overriding professional commitments, the applicable event shall be canceled, the Parties' obligations shall be deemed waived, there shall be no claim for damages by either Party, and GA shall hereunder within ten (10) business days of GA's receipt of BUYER's w-9, return to BUYER on BUYER's behalf, to the same bank account from which they were received all monies received by GA from BUYER. Upon the occurrence of a Force Majeure Event, GA, shall hereunder within ten (10) business days of GA's receipt of BUYER's w-9, return to BUYER on BUYER's behalf, to the same bank account from which they were received all monies received by GA from BUYER, with the exception of any funds earmarked for travel and/or accommodations, or that have been spent on non-refundable travel and/or accommodations prior to such declaration of a Force Majeure Event. BUYER shall promptly reimburse ARTIST in the event the foregoing expenditures were made prior to receiving any payment from BUYER hereunder. Notwithstanding the foregoing, in the event of a Force Majeure Event, and ARTIST is ready, willing and able to perform the event, ARTIST shall be entitled to retain any of and/or be paid (as applicable) 100% of the fee.
- c. Unless due to ARTIST's uncured material breach of this Agreement or due to a Force Majeure Event, if BUYER fails to perform any of BUYER'S obligations hereunder, or cancels or otherwise repudiates the above mentioned engagement, or reschedules or otherwise materially changes the terms of the engagement (e.g., time, location, payments, performance details, etc.) without ARTIST's prior written consent, ARTIST or GA may, at its option, elect to cancel ARTIST'S performance upon notice to BUYER at any time after such default. If cancellation is so elected, ARTIST, at its option, may elect to exercise all remedies then available at law, or retain and/or be paid as liquidated damages 100% of the fee, and BUYER acknowledges and agrees that any deposits being held by GA shall be immediately released to ARTIST. BUYER understands and agrees that the foregoing liquidated damages provision is not a penalty and constitutes a fair and reasonable measure of the damages to be suffered by ARTIST, which would otherwise be difficult if not impossible to ascertain. If ARTIST fails to appear at the event at no fault of BUYER, GA shall use good faith efforts to arrange for a mutually agreeable substitute ARTIST. If GA and BUYER are unable to agree as to a substitute ARTIST, the amount paid by BUYER shall be refunded, and the BUYER shall have no other remedy.
- d. BUYER shall not have the right to assign this agreement, or any provision hereof without GA's prior written consent. Nothing herein contained shall ever be construed as to constitute the Parties hereto as a partnership, or joint venture, or that ARTIST or GA shall be liable in whole or in part for any obligation that may be incurred by BUYER in BUYER'S carrying out any of the provisions hereof, or otherwise.
- e. BUYER agrees to indemnify, defend and hold ARTIST and GA, as well as their respective employees, representatives, attorneys, heirs, successors, assigns and agents, harmless from and against any claims, costs (including reasonable outside attorneys' fees), expenses, damages, liabilities, losses and/or judgments arising out of any claim, demand or action, to the extent arising out of or relating to (i) BUYER's breach of this agreement, (ii) the negligence or willful misconduct of BUYER, its employees, parents, contractors, agents and/or permitted assigns, and/or (iii) the development, production, staging and/or exploitation of the event and all elements therein.
- f. If prior to the date of ARTIST'S performance, it is found the BUYER has not performed fully its material obligations under any other agreement with any third party for another engagement or GA reasonably believes that the financial credit of the BUYER has been materially impaired or BUYER has in any way repudiated any of its material obligations hereunder, GA may demand adequate assurances by requiring the balance of the fee to immediately be paid in full. In the event BUYER fails to provide such adequate assurances in the form of balance of payment within the GA-specified timeframe, GA may cancel this Agreement, subject to the liquidated damages provision in paragraph 6(c) hereunder.



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g. This Agreement, these standard terms and conditions, and the ARTIST rider constitute the sole, complete and binding agreement between the Parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both Parties. BUYER hereby acknowledges and expressly agrees that GA acts as booking agent for ARTIST.

h. BUYER agrees that it shall not name GA (including its parents, subsidiaries and affiliates) in any action relating to the release of any monies BUYER asks GA to hold in escrow, GA shall have no liability with regard to same, and GA, as well as its parents, subsidiaries and affiliates shall be entitled to indemnity for all expenses and costs incurred, including attorneys' fees, in connection with holding said monies in escrow pursuant to said request.

i. In the event BUYER is required to pay for ARTIST travel and/or accommodations pursuant to this Agreement, BUYER acknowledges and agrees that the amount of funds or deposits held in escrow by GA, or funds earmarked for travel and/or accommodations, needed to purchase travel and/or accommodations of ARTIST may be released to ARTIST upon ARTIST demand.

j. BUYER acknowledges and agrees that the terms of this Agreement are confidential, and BUYER shall not disclose such terms to any third party unless compelled to do so by law. In addition, neither BUYER nor BUYER's employees shall disparage ARTIST or any member of ARTIST. BUYER shall not itself, or authorize or permit a third party to, release any public statements regarding ARTIST without obtaining GA's prior written consent in each instance.

k. Nothing in this agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performance hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. This Agreement shall be construed in accordance with the laws of the State of New York. In the event of any claim or dispute between and among the Parties arising from or relating to the validity, interpretation, enforcement or breach of this Agreement, or any portion thereof, or in any way arising from or relating to the enforceability or interpretation of this arbitration provision, such dispute shall be resolved by binding arbitration in New York, New York before the Judicial Arbitration and Mediation Service (JAMS), with the Parties to mutually select a single arbitrator with a minimum of ten (10) years' experience in entertainment law. The Parties shall bear equally the administrative costs and arbitrator's fees incurred in any such proceeding. The Parties agree and acknowledge that the arbitrator shall not have the power to award punitive damages or equitable relief. The Parties further agree and acknowledge that any award rendered in any such arbitration shall be final, binding and conclusive, that the arbitrator shall issue a written decision stating the reasons for and facts supporting any such award, and that judgment may be entered in any court of competent jurisdiction upon any such award.

l. BUYER will prepare all applicable Federal and State tax information returns including Federal form 1099-MISC, Federal form W-2, or Federal form 10425. In the event any taxes are withheld from ARTIST's compensation, BUYER shall provide ARTIST an official certificate of withholding within thirty (30) days of ARTIST's performance.

m. THE PERSON EXECUTING THIS AGREEMENT ON BUYER'S BEHALF WARRANTS HIS OR HER AUTHORITY TO BIND BUYER TO THIS AGREEMENT, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF 100% OF THE FEE IN FULL.

ATTACHMENT
WEST TEXAS A&M STATE UNIVERSITY
CONTRACT ADDENDUM

This Addendum, duly executed by all parties, is hereby made a part of and incorporated into the agreement (“Contract”) (collectively the Contract and Addendum are referenced as the “Agreement”) between West Texas A&M University, a member of The Texas A&M University System and an agency of the State of Texas (hereinafter referred to as “PURCHASER”), and Gotham Artists, (hereinafter referred to as “PRODUCER) furnishing the services of Anna Deavere Smith, hereinafter as (ARTIST).

A. The PARTIES agree as follows:

1. PURCHASER shall not maintain any type of insurance for the benefit of PRODUCER/ARTIST.
2. This Agreement shall not be renewed or extended beyond the contract term.
3. PURCHASER shall not agree to release PRODUCER/ARTIST or any other entity or person from its legal liability, nor shall PURCHASER agree to limit PRODUCER/ARTIST’s liability for unlawful or negligent conduct or other failure to comply with any duty recognized or imposed by applicable law.
4. PRODUCER/ARTIST shall sign the Agreement before the authorized representative of PURCHASER signs the Agreement. The Agreement shall then become effective when signed by both parties in this manner.
5. This Agreement shall not be construed to change the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
6. PURCHASER shall not agree to arbitrate any dispute arising out of this agreement and will not otherwise waive any right PURCHASER may have under the laws of the State of Texas.
7. This Agreement shall not be construed to grant PRODUCER/ARTIST a security interest in property of PURCHASER.

B. The PARTIES further agree that:

1. PRODUCER/ARTIST shall be solely responsible for compliance with any performance fees, rules, regulations, or responsibilities required by any organization of which PRODUCER/ARTIST is a member or may be contractually bound, including the fees of AGENT. PURCHASER SHALL HAVE NO LIABILITY, DUTY, OR OBLIGATION THERETO. PRODUCER/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 WITH RESPECT TO THE PERFORMANCE OF ANY MATERIAL PERFORMED UNDER THIS AGREEMENT.
2. FORCE MAJEURE: This Agreement may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event that the engagement of PRODUCER/ARTIST /WTAMU should be cancelled for any of these reasons, all parties shall be relieved of all responsibilities pursuant to this Agreement and the Agreement will be of no further force or effect. Should cancellation for any of these reasons become necessary initial notification by canceling party shall be by telephone to Emily Kinsky (telephone office 806-651-2412); followed immediately by an email copy (email: ekinsky@wtamu.edu) of the circumstances resulting in the cancellation, with original document of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
3. It is understood and agreed that nothing contained in the Agreement shall require PURCHASER to violate University Regulations, the laws of the United States or the State of Texas.
4. As an administrative agency of the State of Texas, PURCHASER is not authorized to make advance payment of any nature including, but not limited to, deposits. Payment will be made by university check at the conclusion of the event.
5. 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.

6. PURCHASER reserves the right to charge an admission fee, at PURCHASER's discretion, to the event.
7. It is understood and agreed that PRODUCER/ARTIST will neither solicit funds nor contributions either directly or through sale of materials and that no literature of any kind will be distributed unless prior permission is obtained from PURCHASER.
8. It is understood and agreed that PRODUCER/ARTIST will obtain the approval of PURCHASER prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by this contract.
9. PURCHASER is self-insured.
10. As an administrative entity of the State of Texas, PURCHASER is not authorized to indemnify any party with which PURCHASER contracts. Nor is PURCHASER authorized to pay PRODUCER/ARTIST's costs of collection or attorney's fees.
11. This Agreement shall not be assigned by PRODUCER/ARTIST without the prior written consent of PURCHASER.
12. PRODUCER/ARTIST agrees to provide Jovan Munoz – School of Music (telephone 806-651--2840) with exact information regarding method and time of arrival in Canyon, Texas, a reasonable time prior to starting time of engagement.
13. PURCHASER will maintain sole control of program format.
14. In signing this Agreement, WTAMU does so as PURCHASER of the entertainment and not as employer, producer, or operator.
15. PRODUCER/ARTIST SHALL HOLD HARMLESS PURCHASER, 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 PRODUCER/ARTIST OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.
16. PUBLIC SAFETY: PRODUCER/ARTIST agrees to conduct activities upon the premises so as not to endanger any person lawfully thereon.
17. ALL PRESS MATERIALS FOR EVENT - AND AFTER THE EVENT - MUST BE SUBMITTED TO AGENCY FOR ARTIST APPROVAL.
18. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted and any usage of said photographs shall be approved by PRODUCER/ARTIST in advance. PLEASE LIMIT ALL PHOTOGRAPHY TO FIRST 5 MINUTES OF PRESENTATION - NO FLASH PHOTOGRAPHY.
19. UNIVERSITY HAS PERMISSION TO RECORD FOR ARCHIVES AND EDUCATIONAL USE ONLY. EVENT SHALL NOT BE BROADCAST, VIDEO RECORDED, LIVE STREAMED OR OTHERWISE REPRODUCED BY UNIVERSITY WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY APPROVED BY ARTIST.
20. PRODUCER/ARTIST or its representative should specify all technical requirements, plans, ideas, and program content pertaining to the event in advance. Additions/changes in technical information should be communicated in advance directly to Emily Kinsky (telephone 806-651-2412). Changes in technical requirements not communicated in a timely manner will be accommodated if/as mutually agreed by both parties.
21. 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.

22. PRODUCER/ARTIST understands that possession and/or consumption of intoxicating beverages, narcotics, or other illegal substances on the campus of WTAMU is forbidden. PRODUCER/ARTIST found in violation of these prohibitions shall be subject to criminal charges.
23. This Agreement contains the entire understanding of the parties and shall be amended or modified only in writing by PRODUCER/ARTIST and the PURCHASER on its behalf. In the event of any inconsistency between this Addendum and the PRODUCER/ARTIST's Contract, the terms of this Addendum shall prevail. The Agreement is performable in Randall County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the State of Texas, without giving effect to its choice of laws or conflict of laws provisions.
24. PURCHASER must notify PRODUCER/ARTIST of any and all "Sponsors" or "Underwriters" or any entity other than PRODUCER/ARTIST who is receiving promotional consideration from PRODUCER/ARTIST. PURCHASER reserves the right to limit any promotional/sponsor activities, which do not meet the requirements of artist/technical quality, or do not contribute to PURCHASER'S goals.
25. In the event that either party breaches any duty established by this Agreement resulting in the agreed performance not occurring, for any reason other than a force majeure, as set out herein, braching party will reimburse other party for all out-of-pocket expenses, including, but not limited to, advertising expenses and local pre-production expenses, as proven paid by affidavit or invoice. Payment will be due in full sixty (60) days from the contracted performance date.
26. All state laws and WTAMU policies shall govern the use of facilities and activities covered hereunder.
27. Both parties agrees to provide adequate liability insurance to cover all participants and to provide a copy of the policy to PURCHASER prior to the performance.
28. 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. Notwithstanding any other provision of this contract, pursuant to Section 85.18, Texas Education Code, venue for any suit filed against WTAMU shall be in the county in which the primary office of the chief executive officer of WTAMU is located.
29. 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 PURCHASER and PRODUCER/ARTIST to attempt to resolve any claim for breach of contract made by PRODUCER/ARTIST that cannot be resolved in the ordinary course of business. PRODUCER/ARTIST shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Finance & Administration of PURCHASER, who shall examine PRODUCER/ARTIST'S claim and any counterclaim and negotiate with PRODUCER/ARTIST in an effort to resolve the claim.
30. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
31. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
32. Notices concerning this Agreement shall be provided in writing to the undersigned representatives of the parties by mail or email, unless the Agreement requires otherwise.
33. The parties agree that all representations, covenants, prohibitions, and warranties between the parties will survive the termination of this Agreement and will remain in full force and effect between the parties.
34. DELINQUENT CHILD SUPPORT OBLIGATIONS. 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.
35. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE. Pursuant to Section 2252.903, Texas Government Code, PRODUCER/ARTIST agrees that any payments owing to PRODUCER/ARTIST under

- this Agreement may be applied directly toward certain debts or delinquencies that PRODUCER/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.
36. **LOSS OF FUNDING.** Performance by PURCHASER 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, PURCHASER will issue written notice to PRODUCER/ARTIST and PURCHASER may terminate this Agreement without further duty or obligation hereunder. PRODUCER/ARTIST acknowledges that appropriation of funds is beyond the control of PURCHASER.
37. **FRANCHISE TAX CERTIFICATION.** If PRODUCER/ARTIST is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PRODUCER/ARTIST certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PRODUCER/ARTIST is exempt from the payment of franchise (margin) taxes.
38. **PROHIBITED BIDS AND AGREEMENTS.** "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."
39. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.** PURCHASER is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. PRODUCER/ARTIST certifies that it is eligible to participate in this Agreement and has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that PRODUCER/ARTIST is in compliance with the State of Texas statutes and rules relating to procurement and that PRODUCER/ARTIST is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
40. **STATE AUDITOR'S OFFICE.** PRODUCER/ARTIST 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. PRODUCER/ARTIST agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PRODUCER/ARTIST will include this provision in all contracts with permitted subcontractors.
41. **PUBLIC INFORMATION.**
- (a) PRODUCER/ARTIST acknowledges that PURCHASER 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 PRODUCER/ARTIST's written request, PURCHASER 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 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.
- (c) PRODUCER/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.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Vendor agrees that the agreement can be terminated if the Vender knowingly or intentionally fails to comply with a requirement of that subchapter.
42. **CONFLICT OF INTEREST.** By executing this Agreement, PURCHASER and each person signing on behalf of PURCHASER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The

- A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, 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.
43. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 44. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PRODUCER/ARTIST certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PRODUCER/ARTIST acknowledges this Agreement may be terminated if this certification is inaccurate.
 45. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the Vendor certifies that the individual or business entity named in the 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.
 46. PRODUCER/ARTIST is responsible for making all travel arrangements
 47. PRODUCER/ARTIST/AGENT hereby certifies that no alcoholic beverages will be reflected in meal/beverage receipts for expenses to be reimbursed relative to this Agreement.
 48. Without limiting any other inapplicable provisions, none of the provisions listed below as they may appear in the Vendor's Contract Form shall have any effect or be enforceable against WTAMU:
 - a. Requiring WTAMU to pay taxes
 - b. Requiring payments or assessing interest other than in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

ACCEPTED AND AGREED

Signatories to this Agreement warrant that they are duly authorized representatives of the parties, with the authority to bind the parties to this contract.

For: PURCHASER/WTAMU



By: Randy Rikel, VP for Business and Finance

10/5/2022

Date

WT Box 61001

Address

Canyon, TX 79016

City/ State/ Zip

806-651-2112

Phone

For: Gotham Artists



By:

10/5/2022

Date

33 Nassau Ave #24

Brooklyn, NY 11222

City/ State/ Zip

646-578-8788

Phone