

## AGREEMENT FOR CROWD MANAGEMENT SERVICES

1. This Agreement is made and entered into by and between:

“MANAGER”: Prairie View A&M University  
P.O. Box 519  
Mail Stop 1311  
Prairie View, TX 77446  
Attention: Desiree Brown

“CONTRACTOR”: Contemporary Services Corporation  
17101 Superior Street  
Northridge, CA 91325  
Attention: Legal Department

Under this Agreement MANAGER and CONTRACTOR are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party”.

Any notice or other communication given hereunder or in connection herewith shall be sufficiently given if in writing and (a) sent by certified mail or overnight courier, postage or delivery costs prepaid and return receipt requested, (b) sent by facsimile transmission, or (c) delivered personally, to the parties hereto to the above following addresses or to such addresses as the parties may from time to time provide in writing. Such notice shall be deemed given on the date on which personally served or, if by mail, on the third (3rd) day after being posted or on the date of actual receipt, whichever is earlier, or if by facsimile transaction with confirmation of receipt, one (1) business day after sent or the time of actual receipt, whichever is earlier.

2. CONTRACTOR shall provide general crowd management services as determined necessary by MANAGER for various events (“Events”) in and around the campus of Prairie View A&M University, in Prairie View, Texas (“Job Site”).

3. MANAGER shall notify CONTRACTOR of the exact number of personnel required, and/or hours needed no later than six (6) working days prior to the time for which they are needed.

4. At the conclusion of each Event, any remaining additional amount shall be due and payable upon receipt of an invoice. All payments made by MANAGER to CONTRACTOR should be remitted as follows:

Contemporary Services Corporation  
P.O. Box 527904  
Miami, FL 33152-7904

If payment is not received within thirty (30) days, one and one-half percent per month interest shall be added. MANAGER shall pay all collection expenses, including attorney's fees, whether or not suit is filed.

5. CONTRACTOR shall be compensated at the below rates, plus any applicable sales taxes on such services, per person-hour, with a minimum of four (4) hours per staff requested:

Event Staff	\$29.71
Supervisors	\$34.43
Event Manager	\$36.24

MANAGER shall provide reimbursement for CONTRACTOR’s expenses, including without limitation, transportation, vehicle rentals, fuel, etc.

Any applicable sales taxes on such services shall be added to the above rates as applicable and shall be set forth in the invoice presented by the CONTRACTOR to the MANAGER. MANAGER shall pay one and one-half (1.5) times the rates for services provided on New Year’s Day, Presidents’ Day, Martin Luther King, Jr., Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year’s Eve.

If an employee works more than forty (40) hours per week, overtime hours shall be paid at one and one half (1.5) times the rates or as otherwise required by applicable laws. If an employee works in excess of four hours, such excess shall be paid in fifteen-minute increments. Should MANAGER provide less than twenty-four (24) hours notice of changes in its manpower requirements, such changes shall be paid at one and one-half (1.5) times the rates. Should MANAGER cancel any or all of its manpower requests less than twenty-four (24) hours prior to reporting time, MANAGER shall pay at the regular rate for each canceled employee as if such employee had worked four (4) hours.

6. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CONTRACTOR during this Agreement, the rates paid to CONTRACTOR by MANAGER shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes.

7. MANAGER shall provide CONTRACTOR personnel working at the Event with parking at the Job Site at no cost or MANAGER shall reimburse CONTRACTOR for the costs of parking for its personnel working the Event. CONTRACTOR shall bill MANAGER for all such parking costs incurred by its personnel working the Event in its invoice which shall be due and payable on the terms and conditions set forth above.

8. CONTRACTOR shall use its normal uniform. If MANAGER requests that CONTRACTOR utilize metal detection wands, MANAGER agrees that the effectiveness of metal detecting wand procedures is that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If CONTRACTOR provides metal detecting wand devices for an Event, there shall be a rental charge of Twenty-five and 00/100 dollars (\$25.00) per device per Event day. If CONTRACTOR provides two-way radios for an Event, there shall be a rental charge of Twenty and 00/100 dollars (\$20.00) per device per Event day. Any other equipment MANAGER desires, shall be provided by it or purchased by CONTRACTOR with MANAGER providing reimbursement and any related labor cost. CONTRACTOR shall be provided with a suitable check-in area for roll call, suitable office space where applicable and a locked storage area.

#### 9. WALK-THROUGH METAL DETECTORS

If MANAGER requests that CONTRACTOR utilize Walk-Through Metal Detectors ("WTMD"), MANAGER agrees that the effectiveness of WTMD procedures is that of a deterrent and one process in attempting to screen out prohibited metal objects from being brought into the Job Site. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the WTMD shall be completely effective against any and all contraband.

Staff Rates:

Event Screening Specialist: \$\_\_\_\_\_ per hour/per staff

Training:

5 Hour Training Rate for Staff: \$\_\_\_\_\_ per hour/per staff

\*MANAGER to provide training location, and training to be conducted by CONTRACTOR's approved trainer

10. MANAGER understands the time and expense CONTRACTOR incurs to recruit, train and retain its employees. Therefore MANAGER agrees that should MANAGER hire any employees of CONTRACTOR, who are employed by CONTRACTOR following the start of this Agreement and for one (1) year after its termination for any reason, MANAGER will pay CONTRACTOR a hiring and placement fee for each such CONTRACTOR employee hired by MANAGER to reimburse CONTRACTOR for the costs it will incur in replacing such employee with a fully trained equivalent employee. Those costs shall be as follows: (1) event security staff shall be charged at a base fee for all recruiting and training of \$4,500, plus an additional \$5,000 for each year of experience such event security staff employee had with CONTRACTOR at the time MANAGER hires him/her; (2) for any Contractor managers or supervisors, the fee shall include the base recruiting and training fee of \$4,500, plus the additional \$5,000 for each year of experience such employee had with CONTRACTOR at the time MANAGER hires him/her, plus an additional fee of \$7,500 for the additional training such CONTRACTOR managers or supervisors receive from CONTRACTOR. CONTRACTOR shall be entitled to receive reasonable costs and attorney's fees to collect those hiring and placement fees regardless of whether or not suit is filed.

11. MANAGER shall maintain general liability insurance in the amount of one million dollars during this Agreement and CONTRACTOR shall be an additional insured subject to this Agreement.

12. SAFETY ACT PROVISIONS

A. CONTRACTOR and MANAGER agree and acknowledge that if CONTRACTOR will not be the sole provider of crowd management services at facilities for this Agreement, CONTRACTOR and MANAGER agree and acknowledge that CONTRACTOR is not responsible for any claims, losses, damages or liability as a result of the acts or omissions of other third-party providers, not affiliated with CONTRACTOR.

B. CONTRACTOR and MANAGER agree and acknowledge that any protections afforded under the Homeland Security Act of 2002, pertaining to any approvals granted to any CONTRACTOR Qualified Anti-Terrorism Technologies (QATT) under the "Support Anti-Terrorism by Fostering Effective Technologies Act", shall only apply when CONTRACTOR's methods and practices as evaluated by the Department of Homeland Security for the applicable CONTRACTOR QATT are fully implemented. Any deviation from CONTRACTOR's method and practices for its QATT may nullify and erase the protections afforded under any CONTRACTOR SAFETY Act approvals.

13. RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY. (This clause applies only if this Agreement involves the manufacture, sale, use or operation of a CONTRACTOR Qualified Anti-Terrorism Technology(ies), as defined in accordance with this article.)

- (a) This Agreement involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies), and CONTRACTOR is either MANAGER's: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor, of or for such technologies.
- (b) Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), under this Reciprocal Waiver of Claims, each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism.
- (c) "Act of Terrorism," "Loss," "Qualified Anti-Terrorism Technology," and "Reciprocal Waiver of Claims," are defined in 6 U.S.C. §§443-444.

14. This Agreement shall not create the relationship of agent, servant, employee, partnership, joint venture or association as between MANAGER and CONTRACTOR.

15. This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, it shall not be assigned or otherwise transferred by either party without the prior written consent of the other party.

16. The term of this Agreement shall commence at the start of deployment on September 1, 2025, and terminate at the end of deployment on August 31, 2026. CONTRACTOR may terminate this agreement upon twenty-four hours notice.

17. This Agreement sets forth all of the rights and duties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. Only a mutually signed writing may amend this Agreement.

18. Each party's performance hereunder shall comply with all applicable laws. This Agreement shall be enforced and interpreted under the laws of the state in which the services are performed. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law, the validity of the remaining parts or provisions shall not be affected thereby. Should either party commence any legal action or proceeding in order to enforce or interpret any term or provision of this Agreement, the prevailing party shall recover its reasonable costs and attorney's fees.

19. This Agreement may be executed in two or more counterparts, including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties hereto have caused this instrument to be executed by their authorized representative.

**MANAGER: PRAIRIE VIEW A&M UNIVERSITY**

**Date:** 9/18/2025 | 5:23 PM CDT

**By:** James R. McKee

ARM

**Print Name:** James R. McKee

**Title:** Sr. Vice President, Chief Financial Officer

**CONTRACTOR: CONTEMPORARY SERVICES CORPORATION**

**Date:** 9/15/2025 | 2:55 PM CDT

**By:** Edward S. Kim

**Print Name:** Edward S. Kim

**Title:** Associate General Counsel

## VENDOR CONTRACT ADDENDUM

This Addendum amends and supplements the **AGREEMENT FOR CROWD MANAGEMENT SERVICES** (“Agreement”) between **Prairie View A&M University**, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas (“UNIVERSITY”) and Contemporary Services Corporation, a California Corporation, with offices at 17101 Superior Street Northridge, CA 91325, (“ PROVIDER ”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. UNIVERSITY and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and 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.
2. The following language is added to the Agreement:

**Prompt Pay.** UNIVERSITY’s payment shall be made in accordance with Chapter 2251, *Texas Government Code* (“the Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**State Auditor’s Office.** 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.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 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.

**Loss of Funding.** Performance by UNIVERSITY 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, UNIVERSITY will issue written notice to PROVIDER and UNIVERSITY may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of UNIVERSITY. In the event of a termination or cancellation under this Section, UNIVERSITY will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

**Public Information.** PROVIDER acknowledges that UNIVERSITY 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 UNIVERSITY's written request, and at no cost to UNIVERSITY, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY in a non-proprietary format acceptable to UNIVERSITY that is accessible by the public. PROVIDER acknowledges that UNIVERSITY 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*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNIVERSITY 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 [[ Dispute Resolution Officer ]] of UNIVERSITY, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives UNIVERSITY's sovereign immunity to suit or liability, and UNIVERSITY has not waived its right to seek redress in the courts.

**Compliance with Laws.** Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Insurance.** PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

**Termination.** UNIVERSITY may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against UNIVERSITY under this Agreement.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to UNIVERSITY or if canceled and/or terminated by UNIVERSITY for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse UNIVERSITY for all advance payments paid by UNIVERSITY to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the UNIVERSITY did not receive from PROVIDER prior to cancellation and/or termination.

**Franchise Tax Certification.** 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.

**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. Under Section 231.006, *Texas Family Code*, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse UNIVERSITY for all prepaid costs.

**Prior Employment.** PROVIDER acknowledges that Section 2252.901, *Texas Government Code*, prohibits UNIVERSITY from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of UNIVERSITY that was employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of UNIVERSITY or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of this Agreement.

**Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for UNIVERSITY under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event UNIVERSITY becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, UNIVERSITY will have the sole right to demand removal of such NEFR Employee from work

being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by UNIVERSITY.

**Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s service to UNIVERSITY. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of UNIVERSITY or the A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable UNIVERSITY policies, regulations, rules and procedures, including those applicable to conduct on its premises.

**Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of UNIVERSITY.

**Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).



**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. UNIVERSITY 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:

**UNIVERSITY:**

Prairie View A&M University  
Athletics  
1600 Stadium Dr.  
Prairie View, TX 77446  
Attention: Anitra Addison  
Telephone: 936-261-9162  
Email: adaddison@pvamu.edu

**With a copy to:**

Contract Administration Office  
P.O Box 519, MS 1311W. R. Banks Bldg. Suite149140 L. W. Minor Street  
Prairie View , Texas 77446  
Telephone: 936-261-1902  
Email: contracts@pvamu.edu

**PROVIDER :**

Contemporary Services Corporation  
17101 Superior Street  
Northridge, CA 91325  
Attention: **Legal Department**  
Telephone: (818) 885-5150  
Email: ekim@csc-usa.com

**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(b), *Texas Education Code*, mandatory venue for all legal proceedings against UNIVERSITY is to be in the county in which the principal office of UNIVERSITY's governing officer is located.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of UNIVERSITY to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on UNIVERSITY's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for

damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on UNIVERSITY except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by UNIVERSITY nor any other conduct, action, or inaction of any representative of UNIVERSITY relating to this Agreement constitutes or is intended to constitute a waiver of UNIVERSITY's or the state's sovereign immunity.

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

**Certification Regarding Products from the Gaza Strip.** PROVIDER represents and warrants that the goods it provides to UNIVERSITY under this Agreement are not produced or in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

**CONTEMPORARY SERVICES CORPORATION**

any

James R. McKee

Signature

James R. McKee

Name

Sr. Vice President, Chief Financial Officer

Title

9/18/2025 | 5:23 PM CDT

Date

Edward S. Kim

Signature

Edward S. Kim

Name

Associate General Counsel

Title

9/15/2025 | 2:55 PM CDT

Date

APPENDIX A

**Insurance Requirements**

A. PROVIDER 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 Prairie View A&M University (“UNIVERSITY”). By requiring such minimum insurance, UNIVERSITY shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER 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 UNIVERSITY at least ten days before the effective date of the cancellation.

**1. Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Payments	\$5,000
Personal / Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000

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

**2. Automobile Liability** \$1,000,000 or \$5,000,000

Business auto liability insurance covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 (or \$5,000,000 for bus charter companies) single limit of liability per accident for bodily injury and property damage.

**3. Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident

\$1,000,000 Disease/Employee  
\$1,000,000 Disease/Policy Limit

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 UNIVERSITY. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

- B. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and Prairie View A&M University as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. If an Umbrella policy is required herein, then the Umbrella, at minimum, must follow form.
- C. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to UNIVERSITY ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- D. PROVIDER shall deliver to UNIVERSITY evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.
- E. Any deductible or self-insured retention must be declared to and approved by UNIVERSITY prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- F. "Certificate Holder" portion of the Certificate of Insurance shall read as follows:

The Board of Regents for and on behalf of The Texas A&M  
University System, The Texas A&M University System, and  
Prairie View A&M University  
Contract Administration Office  
P.O Box 519, MS 1311W. R. Banks Bldg. Suite149140 L. W. Minor Street  
Prairie View , Texas 77446

- G. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to [contracts@pvamu.edu](mailto:contracts@pvamu.edu).
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by UNIVERSITY in writing.