

2026 MVA AFF SPONSORSHIP AGREEMENT

This agreement (“Agreement”), dated as of Upon execution, (the “Effective Date”) is by and between Run & Shoot Filmworks, Inc. (“Company”), with offices at 18121 E. Hampden Ave. Unit# C Aurora, CO 80013, and **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** (“hereafter referred to as SPONSOR”) with offices at **700 UNIVERSITY DRIVE, PRAIRIE VIEW, TX, 77446**, in connection with the 24th Annual Run & Shoot Filmworks Martha’s Vineyard African-American Film Festival (the “Event”).

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and pursuant to the terms, conditions and covenants contained herein, the parties hereto agree as follows:

WHEREAS Company shall organize, promote, and stage the Event, to take place at a venue to be determined, and

WHEREAS The Event will commence on August 7, 2026, and end on August 15, 2026, and

WHEREAS SPONSOR agrees to a sponsorship of the Event, subject to the terms set forth herein.

The following terms shall set forth the agreement of the Parties:

1. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue through September 30, 2026 (the “Term”).

COMPANY RESPONSIBILITIES.

- (a) Company shall provide SPONSOR with two (2) Premier Event Passes;
- (b) Company shall make Social Media Posts including SPONSOR’s on Event social channels i.e.: Instagram, Facebook, the content of which shall be subject to SPONSOR’s prior written approval;
- (c) Company shall provide collateral for social media amplification to be done by SPONSOR in accordance with Section 3(b) of this Agreement;
- (d) Company shall include SPONSOR’s Logo on the Event website;
- (e) Company shall not be responsible for the return of SPONSOR’s items (including, but not limited to, signage, banners, etc.) or for disassembling SPONSOR’s activations. If such actions are requested or become necessary, the Company shall charge a \$2,500.00 non-negotiable administrative fee for each occurrence. SPONSOR shall be responsible for all additional expenses, fees, and postage incurred by Company for the return of SPONSOR’s items and disassembling SPONSOR’s tent activations. SPONSOR items that are not immediately claimed will be discarded at Company’s discretion; and
- (f) Company shall provide SPONSOR with a sponsorship toolkit that provides addresses and deadlines for Event deliverables (the “ SPONSORSHIP TOOLKIT”).

2. SPONSOR RESPONSIBILITIES

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- (a) SPONSOR shall provide logo files for SPONSOR (the “SPONSOR Logo”). Company shall use the SPONSOR Logo on all materials unless otherwise requested by SPONSOR in writing prior to Company incurring any costs in connection with the design or printing of materials;
- (b) SPONSOR shall amplify the Event across all of SPONSOR’s verticals (i.e. podcasts, social media, newsletters, television).
- (c) All additional requests made by SPONSOR after the Effective Date shall be submitted by emailing the Company at the following address: mvfilmfestival@yahoo.com;
- (d) In the event that SPONSOR request Floyd Rance, Stephanie Rance, or another representative of the Company to moderate or host any event hosted or co-hosted by SPONSOR, SPONSOR shall pay a \$5,000.00 non-negotiable moderation fee;
- (e) SPONSOR agrees to adhere to the requests and deadlines outlined in the SPONSORSHIP TOOLKIT.

3. ACTIVATIONS

Except as expressly set forth in a written Exhibit A (Sponsorship Deliverables & Activations) attached hereto and incorporated by reference, no on-site, off-site, digital, experiential, branded, or other activations are included as part of this Agreement.

All sponsor activations, including but not limited to tents, booths, signage, branded experiences, sampling, screenings, panels, lounges, or promotional distributions, must be pre-approved in writing by Company and shall be subject to venue rules, municipal regulations, and Event operational requirements.

SPONSOR acknowledges and agrees that:

- activations are subject to change based on venue availability, weather, safety, or production constraints;
- SPONSOR is solely responsible for all costs, staffing, insurance, permits, shipping, storage, installation, operation, and removal associated with its activations unless expressly stated otherwise in Exhibit A;
- Company retains final decision-making authority regarding placement, timing, and execution of all activations in order to preserve the integrity, safety, and flow of the Event.

4. SPONSORSHIP FEE

In full consideration for the rights granted by Company to SPONSOR under this Agreement, SPONSOR shall pay Company a total sponsorship fee of twenty thousand dollars, (\$20,000) (the “Sponsorship Fee”).

Unless otherwise expressly stated in writing:

- One hundred percent (100%) of the Sponsorship Fee is due upon execution of this Agreement;
- No sponsorship benefits, deliverables, or brand integrations shall be activated or released until full payment has been received.

Except as expressly provided in Sections 8 and 9 of this Agreement, all Sponsorship Fees are non-

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refundable. SPONSOR acknowledges that Company incurs substantial administrative, production, marketing, staffing, and third-party costs upon execution of this Agreement.

Late payments may result in delayed or forfeited benefits at Company's discretion, without refund.

5. REPRESENTATIONS AND WARRANTIES

Company hereby represents, warrants, and covenants to SPONSOR that:

- (a) it is a duly organized and existing corporation and is in good standing under the laws of the state or country of Company's incorporation; the consent of no other person or entity is necessary for Company to enter into and fully perform its obligations hereunder; Company has the full right and authority to enter into this Agreement and to grant all rights granted herein; and Company has not made nor will make any grant, assignment or agreement which will or might conflict or interfere with the rights granted to SPONSOR hereunder;
- (b) it will comply with all applicable laws, regulations and ordinances pertaining to the conduct of the Event;
- (c) it will be solely responsible for all aspects of the Event Awards, including verifying eligibility, obtaining signed affidavits/release forms from award winners, and filing all necessary forms regarding the Event Awards, including but not limited to, any applicable 1099 income tax forms.
- (d) it shall obtain any and all rights, releases, licenses, permits, or other authorizations for SPONSOR to use any materials provided or made available by Company (or any elements contained therein), in connection with Event (and/or any promotion/coverage thereof).
- (e) it owns or has licensed all rights necessary to produce the Event, including all rights necessary to occupy each applicable venue and that SPONSOR has no further obligations or liabilities related to the Event, except as specifically set forth in this Agreement.

SPONSOR hereby represents, warrants, and covenants to Company that:

- (a) it is a duly organized and existing corporation and is in good standing under the laws of the state or country of SPONSOR's incorporation; the consent of no other person or entity is necessary for SPONSOR to enter into and fully perform its obligations hereunder; SPONSOR has the full right and authority to enter into this Agreement and to grant all rights granted herein; and SPONSOR has not made nor will make any grant, assignment or agreement which will or might conflict or interfere with the rights granted to Company hereunder;
- (b) it will comply with all applicable laws, regulations and ordinances pertaining to the conduct of the Event;
- (c) it has or shall obtain any and all rights, releases, licenses, permits, or other authorizations for Company to use any materials provided in the form provided by SPONSOR, in connection with Event.

6. RELATIONSHIP OF PARTIES

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Nothing contained herein shall be construed to create any association, partnership, joint venture, employee or agency relationship between SPONSOR and Company. In any dealings with third parties, Company shall not purport to bind SPONSOR to any obligation or liability thereto.

7. INDEMNIFICATION

- (a) Subject to the statutory duties of the Texas Attorney General, **COMPANY** shall indemnify, defend, and hold harmless **SPONSOR**, **A&M System**, and their regents, employees, and agents (collectively, the “**A&M System Indemnitees**”) from and against any third-party claims, demands, damages, liabilities, loss, or expense, including without limitation reasonable attorney’s fees, asserted against **A&M System Indemnitees** (each, a “**Claim**”) arising out of or related to (i) an allegation that any of the activities undertaken or materials used by **COMPANY** or its employees or agents in connection with this agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; or (ii) any acts or omissions of **COMPANY** or its employees or agents pertaining to the activities and obligations under this agreement, except to the extent such claim arises from an **A&M System Indemnitee’s** gross negligence or willful misconduct. To the extent authorized under the Constitution and the laws of the State of Texas, SPONSOR shall indemnify, defend, protect, save and hold Company, its parent companies, divisions, subsidiaries and affiliated divisions and companies, distributors, assigns, licensees, and the shareholders, directors, officers, employees and agents of the forgoing (the “**Company Indemnified Parties**”) harmless from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses, or damages (including, without limitation, reasonable outside legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the **Company Indemnified Parties** arising out of: (i) any breach by SPONSOR of any representation, warranty, covenant made or obligation assumed by SPONSOR pursuant to this Agreement; (ii) the acts or omissions of SPONSOR, its employees or its agents; or (iii) any Event promotional material or activities used or conducted by SPONSOR or otherwise provided or made available to Company for use in connection with the Event. This Section shall apply, without limitation, to claims brought by Company against SPONSOR.
- (b) To seek or receive indemnification hereunder:
- (i) the party seeking indemnification must have promptly notified the other of any claim or litigation of which it is aware to which the indemnification relates; and
 - (ii) the party seeking indemnification must have afforded the other the opportunity to participate in any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.
- (c) This Section shall survive the termination or cancellation of this Agreement.
- (d) **Limitation of Liability.** Notwithstanding anything to the contrary herein, Company’s total aggregate liability arising out of or relating to this Agreement shall not exceed the Sponsorship Fee actually paid by SPONSOR. In no event shall Company be liable for indirect, incidental, consequential, exemplary, or punitive damages, except to the extent required by applicable law.

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7.5 INSURANCE

- 1) SPONSOR shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and shall provide a certificate of insurance upon reasonable request. Such insurance shall be primary and non-contributory with respect to the Company.

8. TERMINATION.

Either party may terminate this Agreement, effective at any time, if the other has made any material misrepresentation herein or materially breaches any of its obligations hereunder and such misrepresentation or breach (as specified in such notice) is not or cannot be cured within fifteen (15) days of such notice of such breach. Upon termination of this Agreement by SPONSOR, Company shall refund a pro rata portion of the Fee (Actual Fees paid, less costs incurred by Company to the date of termination) to SPONSOR within thirty (30) business days of such termination.

For purposes of this Section, "costs incurred" shall include, without limitation, all administrative, marketing, staffing, production, venue, equipment, and third-party vendor costs, whether paid or contractually committed, as reasonably documented by Company.

9. CANCELLATION / FORCE MAJEURE.

10. **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).

For purposes of this Section, a "material modification" shall not include changes to venue, timing, format, audience size, or programming sequence, provided the SPONSOR activation is delivered in substantially similar form.

In such event, Company may, in its discretion:

1. Reschedule the Event to a future date;
2. Modify the Event format (including virtual or hybrid programming); or
3. Offer SPONSOR a credit toward a future Event produced by Company.

If the Event cannot be reasonably rescheduled or adapted, Company shall refund SPONSOR amounts paid less all non-recoverable third-party costs and expenses incurred as of the cancellation date.

SPONSOR agrees that no additional damages, penalties, or compensation shall be owed beyond the remedies expressly set forth in this Section.

11. USE OF MATERIALS.

License of Marks. Company and SPONSOR acknowledge that each party owns certain names, trademarks, service marks, copyrights and other intellectual property ("Marks"), and

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owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. It is understood that in promoting Company's activities, Company and SPONSOR may make various references to the activities and may display the Marks of Company and SPONSOR, and pictures of the activities. Each party hereto grants to the other a limited, nonexclusive, non-transferable and revocable license to use its Marks during the term of this Agreement and subject to the terms and conditions hereinafter set forth solely in connection with advertising and promoting any event or activity incidental hereto.

- (a) Approval of Marks. If a party does not provide written objection within five (5) business days of submission, such use shall be deemed approved.
- (b) Cessation of Use. Upon termination or expiration of this Agreement, both parties will cease all new use of the Marks of the other party immediately or, in the case of specific media which requires a longer lead time as soon as practicable, but in any event within thirty (30) days.
- (c) No Challenge of Marks. Neither party will impugn, challenge or assist in any challenge to the ownership of the other party's Marks, any registrations thereof.
- (d) Protection of Marks. Each party will be solely responsible for taking any actions as it deems appropriate to obtain trademark, service mark, or copyright registration for its respective Marks. All uses of or references to the Marks will inure to the benefit of the respective owner, and all rights with respect to the Marks not specifically granted in this Agreement will be and are hereby reserved to the respective owner.
- (e) Reservation of Rights. Neither party is granted any right or license under this Agreement to sell, or otherwise distribute for sale, any promotional or advertising materials, or items related thereto. If a party desires to sell, or distribute for sale, any such materials or other merchandising or novelty items bearing the names, trademarks, copyrights, or other intellectual property of the other party, then it will request permission to do so from the other party, and if granted, the parties will negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

12. CONFIDENTIALITY.

Each of the parties consents and agrees that it will not disclose any Confidential Information, as defined herein, regarding the other parties disclosed or developed in connection with this Agreement, to any person, firm, corporation, association or entity for any reason or purpose whatsoever, except for those agents and advisors of each party hereto who in such party's reasonable opinion need to know such information in connection with the operation, interpretation or evaluation of this Agreement. "Confidential Information" includes, but is not limited to, all information, whether in written, oral, electronic, magnetic, photographic or any other form, that relates to the disclosing party: past, present and future businesses, products, product specifications, designs, drawings, concepts, samples, intellectual property, inventions, know-how, sources, costs, pricing, technologies, customers, vendors, other business relationships, business ideas and methods, distribution methods, inventories, manufacturing processes, computer programs and systems, employees, hiring practices, operations, marketing strategies and other technical, business and financial information and the identity, capabilities and capacity of vendors and of former vendors or others that were considered but rejected. The foregoing covenant shall not apply with respect to any information which: (i) is or becomes a matter of general knowledge or in the public domain without an unauthorized disclosure by the receiving party; (ii) is known by or is in the possession of the receiving party hereunder prior to disclosure by the disclosing party hereunder; (iii) is developed by the receiving party hereunder independent of disclosure by the disclosing party hereunder; (iv) becomes available from a source other than the disclosing party, provided that such source is not to the receiving party's knowledge prohibited from communicating such information; or (v) if the receiving party is obligated to disclose same by reason of any court order,

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rule or regulation applicable to the conduct of its business after informing the other party of such legal obligation giving a reasonable opportunity for the non-disclosing party to seek an injunction against the release of the Confidential Information.

13. SEVERABILITY.

Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided, that in such event (a) the provision of this Agreement so affected shall be limited only to the extent necessary to permit compliance with the minimum legal requirement, (b) no other provisions of this Agreement shall be affected thereby, and (c) all such other provisions shall continue in full force and effect.

14. ASSIGNMENT.

This Agreement will not be assigned by either party hereto without the prior written consent of the other party, except as SPONSOR may assign this Agreement to any entity which acquires all or substantially all of the assets of SPONSOR.

15. NOTICE.

A.

Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. SPONSOR and COMPANY can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

SPONSOR :

Prairie View A&M University

Pres - Office of the President

P.O. BOX 519; MS 1001

Prairie View, Texas, 77446-0519

Attention: Demetria Howard

Telephone: 9362612103

Email: djhoward@pvamu.edu

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With a copy to:

Prairie View A&M University Contract Administration

P.O Box 519, MS 1311

Prairie View, Texas, 77446-0519

Telephone: +1 936-261-1902

Email: Contracts@pvamu.edu

Run & Shoot Filmworks, Inc.

18121 E. Hampden Ave. Unit# C

Aurora, CO 80013

Attention: Floyd Rance

Telephone: 718-687-3265

Email: mvfilmfestival@yahoo.com

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

1. APPROVAL

SPONSOR reserves the right to approve all activities undertaken by COMPANY and all materials used by COMPANY in connection with this Agreement, and to reject any activities or materials that SPONSOR, in its sole discretion, believes to be unsuitable, not in keeping with the character or purpose of SPONSOR, or harmful to SPONSOR or the A&M System. COMPANY shall be provided with an opportunity to edit and modify any rejected activities or materials. Except as authorized herein, COMPANY shall not use the name or mark of SPONSOR in any advertisements, reports, or other information released to the public without the prior written approval of SPONSOR.

2. NO ENDORSEMENT

SPONSOR will not be expected to endorse or promote COMPANY or its products or services, nor will any such endorsement or promotion be implied or construed based on SPONSOR's acceptance of COMPANY's payment or acknowledgment or identification of COMPANY. COMPANY will not state or imply, orally or in writing, that SPONSOR, or its respective officers, directors, or employees, endorse COMPANY or its products.

Limitations.

As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of SPONSOR to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions

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relating to liens on SPONSOR'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 SPONSOR except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by SPONSOR nor any other conduct, action, or inaction of any representative of SPONSOR relating to this Agreement constitutes or is intended to constitute a waiver of SPONSOR's or the state's sovereign immunity.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the first date above written.

RUN & SHOOT FILMWORKS, INC.

PRAIRIE VIEW A&M UNIVERSITY

By Floyd Rance

By: Robert Hall

Name: Floyd Rance

Name: Robert Hall

Title: Founder and CEO

Title: Director, Procurement and Contract Admin

Date: 4/22/2026 | 10:39 AM PDT

Date: 4/23/2026 | 5:54 AM PDT