


<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU15SEATS
--------------------------------	---	---	-----------------------------

FY 2021	Buyer JH	Date 3/16/2021	Account	P.O. Date 6/16/2015	Contract MU15SEATS
------------	-------------	-------------------	---------	------------------------	-----------------------

<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
--	--	--

Vendor Name, Address, Phone #, etc. A-L Tier II LLC IMG College Seating, LLC 505 Hobbs Rd Jefferson City, MO 65109	Vendor Code <b>47-0911648</b>	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph#	Fax	FEIN# 47-0911648

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>3</u></b>  To change the Vendor FEIN, Name, and Address. All other terms, conditions, and specifications contained in the original contract and all authorized change orders remain unchanged.  Vendor information changed from: 26-2068983 IMG College Seating, LLC 540 North Trade Street Winston-Salem, NC 27101  To read as: 47-0911648 A-L Tier II LLC IMG College Seating, LLC 505 Hobbs Rd Jefferson City, MO 65109  Effective Date of Change: 3/16/2021 Contract Effective Dates: January 1, 2019 - March 31, 2021		

Reason for Change: To change the Vendor FEIN, Name, and Address.	Previous Total	\$	Open-End
	Increase	\$	
	Decrease	\$	
	New Total	\$	Open-End

Approved: Michelle Wheeler 3/16/2021  
 Authorized Signature Date

N/A  
 Attorney General if required Date



IMG College Seating  
5291 California Ave, Suite 100  
Irvine, CA 92617

January 2020

Re: Change of payment address and banking information

Dear Valued Business Partner:

Please be advised that Learfield IMG College Seating has a new payment address for checks:

IMG College Seating  
505 Hobbs Rd  
Jefferson City, MO 65109

The banking information for ACH Payments is as follows:

Commerce Bank  
901 East Broadway  
Columbia, MO 65201  
Routing Number: 101000019  
Account Number: 269003085

Thank you,

Learfield IMG College Seating  
[SeatingAP@LearfieldIMGCollege.com](mailto:SeatingAP@LearfieldIMGCollege.com)

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1 Name (as shown on your income tax return).** Name is required on this line; do not leave this line blank.  
**A-L TIER II LLC fka Patron Solutions, LLC**

**2 Business name/disregarded entity name, if different from above**  
**IMG COLLEGE SEATING, LLC**

**3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**

Individual/sole proprietor or single-member LLC    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶

**4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):**  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5 Address (number, street, and apt. or suite no.)** See instructions.  
 505 Hobbs Rd

**6 City, state, and ZIP code**  
 Jefferson City, MO 65109

**7 List account number(s) here (optional)**

**Requester's name and address (optional)**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7		0	9	1	1	6	4	8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 8/20/19
------------------	----------------------------	----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

### AMENDMENT TO AGREEMENT

This Amendment to Amended and Restated Marshall University Athletics Seating Services Agreement ("Amendment") is effective as of January 1, 2019 ("Amendment Effective Date") by and between Marshall University Athletics ("University") and IMG College Seating, LLC ("IMG").

**WHEREAS**, University and IMG entered into that certain Amended and Restated Marshall University Athletics Seating Services Agreement, effective as of January 1, 2015 (the "Agreement"); and

**WHEREAS**, University and IMG now desire to amend and make certain modifications to the Agreement to the extent set forth below.

**NOW, THEREFORE**, in accordance with these recitals and in consideration of the mutual promises and covenants hereafter set forth, the parties mutually agree as follows:

1. As of the Amendment Effective Date, a Section 5(c) shall be added to the Agreement as follows:

"(c) Each Contract Year, University shall rent/lease Stadium Seats from IMG, which IMG will install within Stadium's premium seating section(s) in each Contract Year. University shall rent/lease such Stadium Seats from IMG for Nine Dollars (\$9.00) per Stadium Seat per Contract Year. By May 1 of each Contract Year, University shall give IMG an initial request for the number of seats it will be providing for the upcoming football season. Each Contract Year, University must lease, at a minimum, the number of Stadium Seats that it leased from IMG during the previous Contract Year. University will have the option to increase that number until and after the first football game of each Contract Year, but must allow IMG to install "game-day" Stadium Seats if University increases its initial request by more than five hundred (500) units.

Such revenue IMG generates from University with respect to renting/leasing Stadium Seats within Stadium's premium section(s) ("Premium Section Revenue") will be reconciled along with Gross Sales Revenue after University's final regular-season home football game (as described in Section 6). For the sake of clarity, any Premium Section Revenue University owes IMG will not be included within the calculation of Gross Sales Revenue that IMG shares with University; each Contract Year, IMG will keep one hundred percent (100%) of Premium Section Revenue."

2. Except as otherwise set forth herein, the parties agree to be bound by the remaining unchanged provisions of the Agreement. This Amendment, together with the unchanged provisions of the Agreement, shall supersede any and all other agreements between the parties, and any rights or obligations arising out of the Agreement shall be merged herein and governed by the terms herein. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will take precedence.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**Marshall University Athletics**

By: Tracey Bernadinski  
Title: Director of Purchasing / CFO  
Date: 2/11/19

**IMG College Seating, LLC**

By: FRANKLIN YANCEY  
Title: VP  
Date: 2/8/19

**Amended and Restated Marshall University Athletics  
Seating Services Agreement**

This Amended and Restated Seating Services Agreement (“Agreement”) is effective as of this 1st day of January, 2015, (“Effective Date”), by and between **IMG College Seating, LLC (“IMG”)**, with its principal place of business located at 540 North Trade Street Winston-Salem, North Carolina 27101, and the Marshall University Athletics (**“University”**), with its principal place of business located at Marshall University, P.O. Box 1360, Huntington, West Virginia 25715.

**WHEREAS**, University and IMG (when it was known as ISP Stadium Seating, LLC) previously entered into that certain Marshall University Athletics Seating Services Agreement And ISP Stadium Seating, LLC, dated July 1, 2010, MU11-SeatStadium (“Original Agreement”), with respect to IMG providing services whereby it rented/leased its stadium seats (“Stadium Seats”) to fans attending University’s regular-season home football games played at Joan C. Edwards Stadium or any other stadium at which University’s football team plays regular-season home games (“Stadium”); and

**WHEREAS**, University and IMG now desire to amend and restate the Original Agreement with respect to (i) IMG’s renting/leasing Stadium Seats to fans attending University’s regular-season home football games and (ii) University’s sharing with IMG Gross Sales Revenue (as defined hereinafter) derived therefrom.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

**1. IMG Designation.**

University hereby designates and engages IMG as its vendor, to provide the services described below on the terms set forth herein, and IMG hereby accepts such engagement and agrees to provide such services.

**2. IMG Services.**

(a) IMG will provide University Stadium Seats designed to (i) attach to Stadium’s bleachers and (ii) provide supported and padded seating for fans attending University’s regular-season home football games. The parties understand and agree Stadium Seats shall be solely for use by fans at Stadium during University’s regular-season home football games.

(b) IMG shall be responsible for all aspects, procedural and administrative, of renting/leasing Stadium Seats to fans for use during University regular-season home football games, including, but not limited to: (i) entering into appropriate rental/leasing agreements concerning Stadium Seats, except for those agreements University arranges with fans attending its regular-season home football games (as set forth in Section 3(b)); (ii) installing, operating and maintaining rented/leased Stadium Seats; (iii) collecting game-day and/or seasonal fees from fans renting/leasing Stadium Seats, except from those fans whose seat rentals/leases University

arranges (as set forth in Section 3(b)); (iv) distributing Stadium Seats for game-day use and collecting and retaining them after such use; (v) cleaning and maintaining Stadium Seats when not in use by fans during University's regular-season home football games; and (vi) replacing Stadium Seats that, over time, have become irreparably damaged or inoperable from normal fan use (not University's intentional misconduct or gross negligence).

(c) University agrees IMG may place on Stadium Seats University's name(s), logo(s) and/or symbol(s) ("University Marks") for use only in connection with services being provided hereunder; provided, however, University first approves all such utilization of University Marks on Stadium Seats. If, during this Agreement's term (described below), University asks IMG to alter the University Marks (or any other specific markings) placed on Stadium Seats ("Change"), then IMG, in making the Change, will subtract from University's share of the Gross Sales Revenue (described below) for the Contract Year in which IMG makes the Change all manufacturing and installation costs related to the Change. If such costs exceed University's share of the Gross Sales Revenue for such Contract Year, then IMG will keep University's share of the Gross Sales Revenue in such Contract Year and subtract the remainder from University's share of Gross Sales Revenue in the immediately subsequent Contract Year (and continue to do so thereafter, as necessary, until all costs related to the Change are covered). The parties acknowledge and agree IMG will only make the Change if, at the time University asks IMG to make the Change, at least five (5) Contract Years remain on this Agreement's term. If at least five (5) Contract Years do not remain on this Agreement's term when University asks IMG to make the Change, then the parties acknowledge and agree they will extend this Agreement's term to last at least five (5) Contract Years after IMG manufactures and installs the resulting, new Stadium Seats.

(d) At least three (3) months prior to each upcoming University football season, IMG shall submit to University for approval, not to be unreasonably withheld or delayed, a marketing and sales plan ("Marketing Plan") addressing (i) Stadium-Seat pricing and (ii) initiatives to facilitate both parties' sales/revenue maximization under this Agreement.

### 3. University Services.

(a) While IMG primarily will be responsible for renting/leasing Stadium Seats, University shall be responsible for: (i) processing Stadium Seat orders in the University Ticket Office through each Contract Year's annual renewal deadline, **May 10** (IMG will process all orders placed after May 10); (ii) automatically enrolling those who rented/leased Stadium Seats in the immediately preceding Contract Year; (iii) helping IMG market and promote Stadium Seats by incorporating into University's season-ticket sales/renewal mailings IMG-provided/approved promotional materials concerning Stadium Seats, including descriptive information concerning Stadium Seats and all necessary program application/enrollment forms; (iv) providing IMG access to University fans' and ticket holders'/prospective ticket holders' mailing and/or e-mail addresses (for publishing/marketing IMG's services); (v) providing IMG, at no cost to IMG, with adequate locked and secure space within or adjacent to Stadium for storing Stadium Seats between University's (a) regular-season home football games and (b) football seasons (location and security procedures subject to IMG's approval) and allowing IMG access to such space, as necessary; (vi) providing IMG or its designees Stadium access, at

reasonable times before University's regular-season home football games, to install Stadium Seats; and (vii) providing IMG appropriate Stadium space for marketing and renting/leasing Stadium Seats on University regular-season home football game days.

(b) To the extent University arranges any Stadium-Seat rentals/leases on terms IMG approves and completes such rentals/leases as part of its season-ticket sales packages, University shall: (i) collect applicable annual rental/lease amounts; (ii) collect and remit any applicable and legally-required sales tax; (iii) provide IMG with timely reports concerning all rentals/leases (including locations where such Stadium Seats shall be placed) and applicable collections; and (iv) promptly remit to IMG all revenues collected with respect to Stadium Seats, net of any and all applicable sales tax.

(c) Should University require IMG to remove Stadium Seats from Stadium for any reason, University will compensate IMG for all costs associated with such Stadium-Seat removal and any subsequent Stadium-Seat reinstallation.

(d) By or before November 15<sup>th</sup> of each Contract Year (as defined hereinafter), University will provide IMG a certified Season Ticket Office Summary (attached in blank form as Exhibit A, which is incorporated by reference and made a part hereof), which IMG will use to reconcile all cash invoicing/payments. Note: University's ticket office shall provide no individual/entity complimentary Stadium Seats unless as pre-approved in writing by IMG.

#### **4. Term.**

This Agreement's term shall be for a period of six (6) Contract Years, beginning on the Effective Date and ending March 31, 2021 ("Term"). In the event this Agreement is terminated for any reason whatsoever, University hereby expressly acknowledges Stadium Seats belong to IMG and remain its exclusive property. Further, University shall cooperate and assist in returning Stadium Seats to IMG and/or making Stadium Seats available for pick up by IMG or its agents upon this Agreement's termination/expiration. "Contract Year" shall be defined as each twelve (12) month period during the Term beginning April 1 and ending March 31, with the exception of the first Contract Year, which shall be from the Effective Date to March 31, 2016.

#### **5. Renting/Leasing Stadium Seats.**

(a) During the first Contract Year, IMG shall rent/lease Stadium Seats to fans attending University home football games on a (i) per-game basis at a price of Seven Dollars (\$7.00) per Stadium Seat or (ii) seasonal basis at a tier one price of Thirty-Five Dollars (\$35.00) per Stadium Seat rented/leased on or before July 31<sup>st</sup> and a tier two price of Forty Dollars (\$40.00) per Stadium Seat rented/leased between August 1<sup>st</sup> and December 31<sup>st</sup>. During the second Contract Year, IMG shall rent/lease Stadium Seats to fans attending University home football games on a (i) per-game basis at a price of Eight Dollars (\$8.00) per Stadium Seat or (ii) seasonal basis at a tier one price of Thirty-Seven Dollars (\$37.00) per Stadium Seat rented/leased on or before July 31<sup>st</sup> and a tier two price of Forty-Five Dollars (\$45.00) per Stadium Seat rented/leased between August 1<sup>st</sup> and December 31<sup>st</sup>. Each subsequent Contract Year, IMG shall have the right to recommend to University pricing increases, and University's approval with

respect to such recommendations shall not be unreasonably withheld. During the Term, University shall be responsible for covering all sales tax on Stadium-Seat rental/leasing orders it processes, unless it provides IMG a tax-exemption certificate.

(b) Each Contract Year, IMG shall pay University fifty percent (50%) of Gross Sales Revenue generated from Stadium Seats rented/leased per game and fifty percent (50%) of Gross Sales Revenue generated from Stadium Seats rented/leased seasonally. "Gross Sales Revenue" shall mean total revenues and receipts the parties receive with respect to Stadium Seats, less all applicable sales tax and check-processing fees, as remitted by the cash-collecting party.

#### **6. Payment.**

Each Contract Year, IMG shall pay University its share of Gross Sales Revenue generated from Stadium-Seat rentals/leases, as described above, within thirty (30) days following University's final regular-season home football game. IMG shall send such payments to University at its principal place of business (listed above). IMG will include with such payments a report of all (i) applicable rental/lease activity, (ii) Gross Sales Revenue, (iii) collected and paid sales tax and (iv) calculations concerning the amount due University. University may inspect IMG's financial records with respect to Stadium Seats and this Agreement, but must give IMG written notice of its intention to do so at least ten (10) business days before the date of its desired inspection, which must occur during regular office hours. IMG will make available during such inspection all relevant records concerning its computation of payments due with respect to this Agreement.

#### **7. Material Impairment.**

(a) If, during the Term, University is the subject of Material Adverse Publicity (as defined hereinafter), materially diminishing/restricting IMG's ability to rent/lease Stadium Seats, then, to reflect such Material Adverse Publicity's impact, the parties mutually agree, for the affected Contract Year(s), there shall be an equitable adjustment in Gross Sales Revenue IMG shall pay University (as noted in Section 5(b)), which the parties will negotiate in good faith for a period of sixty (60) days. IMG agrees to provide University written documentation substantiating such Material Adverse Publicity's impact on IMG's ability to sell Stadium Seats during each such affected Contract Year. "Material Adverse Publicity" shall mean public attention/scandal in the form of television, print media, Internet news reports or other public news reporting arising from and/or relating to activities, conduct, investigations and/or situations, unknown to the general public or to IMG prior to the Effective Date, on University's campus affecting or relating to its athletic programs, and which public attention/scandal is of such a negative/adverse nature it causes or precipitates a material reduction in attendance at University's regular-season home football games; provided, however, Material Adverse Publicity must not have been directly caused by any act or omission of IMG, its employees, agents, representatives or subcontractors.

(b) The parties agree IMG's offer to contract and University's acceptance thereof is based on Stadium's bench-seating capacity as of the Effective Date. If, during the Term, such bench-seating capacity is altered, materially impacting IMG's ability to rent/lease Stadium Seats,

then, to reflect such impact, the parties agree, for the affected Contract Year(s), there shall be an equitable adjustment in Gross Sales Revenue IMG shall pay University (as noted in Section 5(b)), which the parties will negotiate in good faith for a period of sixty (60) days. IMG agrees to provide University written documentation substantiating the claimed basis for such adjustment during the affected Contract Year(s).

(c) If, for any football season during the Term, University's football team plays all its regular-season home games at a venue other than Stadium ("Displacement"), then the parties agree to extend the Term by a period of time equal to such Displacement. Additionally, University agrees to notify IMG, in writing, as soon as possible once an impending Displacement is known.

#### **8. Sponsorship Opportunities.**

The parties agree Stadium Seats may contain commercial recognitions (on seatbacks and/or seat cushions, as applicable) for corporate sponsors whose in-Stadium commercial recognitions University already has approved, in accordance with its corporate sponsorship program set forth in that certain Agreement to License Marshall Athletic Properties, entered into between IMG College, LLC (when it was known as the Marshall ISP Sports Network, LLC), and Marshall University, entered into July 1, 2010 (and specifically referenced with respect to Stadium Seats in Appendix Three Expanded Business Lines §A/3.1.01(a), p. 37). The parties further agree Stadium Seats shall contain no commercial recognition of any type from any corporate sponsors not otherwise having in-Stadium commercial recognitions absent University's prior written approval.

#### **9. Indemnification.**

IMG agrees to indemnify and hold harmless University and its affiliates, officers, employees and representatives, from and against any losses, costs, damages or expenses resulting from third-party claims for personal injury or property damage arising from IMG's breach of its obligations under this Agreement, except for any claim arising, in whole or in part, from the misconduct or gross negligence of University, its affiliates, officers, employees or representatives.

#### **10. Insurance.**

IMG, at its own expense, shall, at all pertinent times during Term and thereafter, possess sufficient insurance coverage to fund its indemnity, liability and other obligations arising from or related to this Agreement, including commercial general liability, commercial automobile liability, workers' compensation, professional liability and umbrella coverage. Additionally, IMG agrees to add University as an additional insured with respect to IMG's general liability policy in accordance with this Agreement and to furnish University, upon request, such certificate of insurance.

#### **11. University's Representations and Warranties.**

University represents and warrants to IMG it has the exclusive right to permit Stadium-Seat rentals/leases with fans at University's regular-season home football games. University

additionally represents and warrants (i) it has the authority to enter into this Agreement and (ii) its ability to contract freely to perform the services hereunder is neither restricted nor prevented in whole or in part by any pre-existing or future obligation, including, without limitation, terms of any employment contract, third-party agreements or restrictions, regulations or laws that would frustrate this Agreement's intent. University further agrees, during the Term, except for IMG, no other person, entity or organization shall be licensed or permitted to rent/lease or provide chairs/seating (or any chair/seating services similar to IMG's) on Stadium's premises during University's regular-season home football games.

**12. Independent Contractors.**

The parties hereby agree their relationship, contemplated herein, is that of independent contractors. IMG shall be solely and entirely responsible for its acts and omissions, and for the acts and omissions of any individual, employee, agent or entity acting under its direction or control or on its behalf in performing the services contemplated herein. IMG acknowledges and agrees it shall (i) assume full responsibility for its employees, subcontractors and agents and (ii) abide by any and all local, state and federal laws and regulations, as applicable.

**13. Miscellaneous.**

This Agreement and its attached Agreement Amendment, as well as all transactions between IMG and University, shall be governed and construed in all aspects in accordance with the laws of the State of West Virginia. It contains the entire agreement between the parties with respect to its subject matter, superseding all prior negotiations and agreements (including the Original Agreement) between the parties concerning such subject matter. Any statements, promises or inducements made by either party (or either party's agent), whether oral or written, not contained in this Agreement shall be invalid or non-binding. Neither party may assign any of its rights or obligations hereunder without the other party's prior, written consent; provided, however, IMG may assign this Agreement to an entity owned or controlled by, or under common control with, IMG. This Agreement may not be modified or altered, except by a written agreement the parties sign.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above by their authorized representatives.

**Marshall University**

By:   
 Name: Stephanie Smith  
 Title: Director of Purchasing / CPO

**IMG College Seating, LLC**


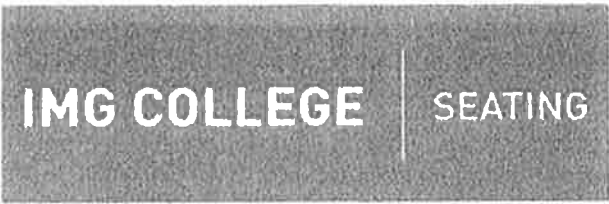
By:   
 Name: Franklin Yancey  
 Title: Vice President and GM

Exhibit A

**Season Ticket Office Summary**

(blank form, for University to complete and submit to IMG each Contract Year)



MARSHALL UNIVERSITY SEASON TICKET OFFICE SUMMARY

TOTAL NUMBER OF SEATS LEASED THROUGH UNIVERSITY'S TICKET OFFICE:

STANDARD SEASON LEASE STADIUM SEATS: \_\_\_\_\_

PRICE PER SEAT: \_\_\_\_\_

OTHER TYPE OF STADIUM SEATS: \_\_\_\_\_

PRICE PER SEAT: \_\_\_\_\_

TOTAL SALES: \_\_\_\_\_

SALES TAX PAID BY UNIVERSITY (\$): \_\_\_\_\_

NET TICKET OFFICE STADIUM SEAT SALES (\$):  
[calculate as follows: total Gross Sales Revenue/(1+tax rate)] \_\_\_\_\_

***THE ABOVE SUMMARY IS CERTIFIED AS COMPLETED IN ITS ENTIRETY.  
IMG COLLEGE SEATING, LLC, WILL USE IT WHEN BILLING UNIVERSITY.***

COMPLETED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE (A) REMIT TO IMG COLLEGE SEATING, LLC, NO LATER THAN NOVEMBER 15<sup>TH</sup> OF EACH FOOTBALL SEASON AND (B) RETAIN A COPY TO TIE TO THE INVOICE.

WV-06  
Rev 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Spending Unit: Marshall University  
Signed: Stephanie [Signature]  
Title: Director of Purchasing/CPO  
Date: 06/16/2015

VENDOR  
Company Name: IMG College Seating  
Signed: [Signature]  
Title: Vice President  
Date: JUNE 8 2015

## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

---

FEIN:	470911648
Business name:	A L TIER II LLC
Doing business as/Trading as:	IMG COLLEGE SEATING LLC

---

Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
-----------------------------	---	---