



CUSTOMER CONTRACT

Date of Contract: August 13, 2019

Client: Webb County Sheriff's Office

Name of Event: Red Ribbon Drug Awareness Concert

Date of Event: Thursday, October 17, 2019

Talent: Marc Mero

Honorarium: \$6,000

Additional Expenses: 2 round trip coach flights, 2 hotel rooms for 1 night and local professional ground transportation in the event city.

Location of Event: Sames Auto Arena, 6700 Arena Blvd, Laredo, TX 78041

Schedule of Events: 9:00 – 10:00 AM – Speech
10:00 – 10:30 AM – meet and greet with students

Additional Requirements: None

Number of Attendees: 7,000

Dress Code: Casual

Client Contact: Lt. Rudy Valdez Email: rvaldez@webbcountytx.gov
Office Phone: 956-523-4530 Cell Phone: Same

DEPOSIT DUE: 50% due within 14 days of the executed agreement
BALANCE DUE: 50% balance due 4 weeks before event

Client may pay via business check, ACH or Wire. NOPA will also accept a CC payment with a 3.5% processing fee.

This contract is subject to all of the terms and conditions set forth on the attached pages, which are an integral part of this Contract. The representative of the Client in signing this Contract warrants that he or she signs as a duly authorized representative of the Client.

Please sign and return this agreement along with your deposit. A fully executed copy will be returned to you. Thank you.

By:  Date: 8/16/19
NOPAC Talent

By: _____ Date: _____
Webb County Sheriff's Office

The parties to this Contract are NOPAC Talent ("NOPA") and the party identified on the first page of this Contract ("Client").

1. Authority. It is understood that NOPA is acting as Speaker's booking agent only. As booking agent, NOPA has the authority to bind Speaker to terms of this Contract. There is no general principal/agent relationship that exists between NOPA and Speaker. Neither NOPA nor Client has the authority, either expressed or implied, to bind the other to any agreement not signed by the party to be bound, except for this Contract. Neither NOPA nor Client is responsible for any act or omission on the part of the other. Client is not the agent of either NOPA or Speaker and has no other authority express or implied to speak for or bind either NOPA or Speaker except as expressly set out in this Contract. Speaker is not a party to this Contract. Speaker is an independent contractor and is not deemed an employee of either Client or NOPA. As an independent contractor, Speaker shall have the exclusive control over the means, method, and details of fulfilling the services outlined in this Contract.

2. Taxes and Fees. In the event that there are any sales taxes, admission taxes, user fees, or other charges, taxes, or fees of any kind levied by the jurisdiction where the speaking engagement is to take place, Client shall be wholly responsible for all such taxes and expenses, in addition to any other payment due under the terms of this Contract. Notwithstanding the preceding sentence, each party shall be responsible for their own income taxes.

3. Payment Terms and Expenses. The payment terms as set out in this Contract must comply with Contract strictly. The timing of payments is essential and if not received by the due date shall constitute a material breach by Client of this Contract. The acceptance of payment after the due date by NOPA shall not be construed to be a waiver of this breach. Any adjustments to the payment schedule set forth in the contract must be agreed to by NOPA in writing.

4. Breaches; Cancellation by Client. In the event Client fails to provide any of the items herein stated, fails to make payments as provided herein in a timely manner, fails to proceed with the engagement, or breaches any of the other conditions set forth in this Contract, and such breach remains uncured after a reasonable period of time after Client has been informed of such breach, then NOPA shall have no obligation to cause Speaker to perform under this Contract and NOPA may immediately enforce any and all remedies available to it under the law. As this Agreement removes the Speaker from the marketplace on the date(s) agreed upon, the following will apply: In the event any breach or cancellation of this Contract by Client occurs at any time prior to 60 days before the Appearance Date, the entire Deposit shall be due and payable immediately to NOPA. In the event any breach or cancellation of this Contract by Client occurs within a period of 60 days or less from the Appearance Date, the entire Fee shall be due and payable immediately to NOPA. The Client will also reimburse NOPA or Speaker for expenses incurred by Speaker within the scope of this Contract.

5. Speaker's Failure to Perform. In the event of Speaker's failure to perform due to illness, unforeseen emergency, transportation problems, overriding obligation or professional responsibility, Speaker shall have no liability for expenses or losses incurred by Client. NOPA will attempt to provide a comparable Speaker that is reasonably acceptable to Client. NOPA agrees to immediately refund to Client any and all money received from Client in the event Speaker fails to perform and NOPA is unable to provide a comparable speaker that is reasonably acceptable to Client. Other than the obligation to refund monies received from Client, in no event shall NOPA have any liability to Client for Speaker's failure to perform, regardless of the reason for such failure. Such refund of the Speaker Fee shall be Client's sole and exclusive legal and/or equitable remedy. In the event that the Speaker is delayed, but arrives and presents his/her program, the engagement will be considered to have been completed and all fees,

honorariums, and other charges shall be due in full unless otherwise agreed to, in writing, by NOPA.

6. Engagement. Client agrees to provide a well-heated, well-lighted, safe, and proper place for the engagement. All equipment and facilities must be in good working condition, together with the necessary stage, accessories, and properties, including microphones and amplification system. Client agrees that the audience shall be no more in number than the legal number permitted at the place of engagement. Client agrees to provide adequate security for Speaker throughout the appearance and shall keep the Venue secure at all times.

7. No Additional Appearances. No additional appearances or activities shall be planned by Client nor expected of Speaker unless expressly contained as a part of the terms of this Contract. The Fee listed on the first page of this Contract is understood to be for the speaking engagement only and any additional activities not listed on page one of the contract must be negotiated independently with NOPA and set forth in writing. Any material change in the nature of the engagement, including the location, the size of the audience, the purpose, or the other speakers on the agenda, shall constitute a breach of this Contract unless agreed to in writing by NOPA and Speaker.

8. Promotion of Event. Speaker hereby grants to Client limited use of their pre-approved picture, pre-approved image, name and pre-approved biographical information in connection with promoting this event from the time this agreement is fully executed until the performance date. Any advertisement must not represent itself as an endorsement by Speaker of any product, service or entity. Speaker or their designated representative must approve all Marketing materials of talents name, picture and likeness. Such approvals shall not be unreasonably withheld.

IMPORTANT NOTE: THIS EVENT MAY NOT BE PUBLICIZED UNTIL A FULLY EXECUTED COPY OF THIS CONTRACT HAS BEEN RETURNED TO CLIENT AND THE DEPOSIT HAS BEEN RECEIVED BY NOPA.

9. Expenses. Reimbursement and remittance procedures for all expenses are described below, unless otherwise stated on the front of this Contract. All terms and conditions related to expenses as stipulated on the front of this Contract will supersede the terms and conditions listed herein. Client shall be responsible for all reasonable expenses described below, incurred by Speaker, which shall not be included in or considered a part of the Fee. Expenses will be billed directly to Client by Speaker or NOPA no later than 45 days after the engagement (receipts will be made available upon request by Client). Reasonable expenses include airfare, ground transportation in departure and event city, accommodations, meals and tips. Client is not responsible for incidentals such as movies, laundry, personal phone calls, salon charges or any other personal business.

10. Default and Remedies. Except as provided in Paragraph 4 above, if Client breaches any of its obligations under this Contract, including the payment terms, the full amount of the payment due under this Contract shall be immediately due and payable by Client. If Client fails to pay any sums due under the Contract within five days from the date such sums are due and owing, the balance will accrue interest at the rate of 1.5% per month or the highest amount allowed under the law in the state which the event would take place. In the event of any breach or default on the part of Client, Client agrees to pay all costs of collection and other expenses, including reasonable attorney's fees and other costs incurred in any proceeding instituted to recover amounts due under this Contract or otherwise to enforce the terms of this Contract.

11. Governing Law; Jurisdiction and Venue. The laws of the

CLIENT - TERMS AND CONDITIONS OF CONTRACT

The parties to this Contract are NOPAC Talent ("NOPA") and the party identified on the first page of this Contract ("Client").

state of Texas shall govern the terms of this Contract and their enforcement. Client consents to the personal jurisdiction of the courts of the state of Texas, with respect to any action arising out of this Contract, and further agrees that in the event it brings any legal action against NOPA in connection with this Contract, it shall institute such action in the state or federal court sitting in Webb County, Texas.

12. Entire Agreement. This Contract may be executed in one or more counterparts each of which will be deemed an original but all of which when taken together will constitute one and the same instrument. This instrument sets forth the entire agreement between the parties and may not be contradicted by any oral understanding or agreement not reflected herein. This Contract may not be altered, changed, modified, or waived in whole or part except by an agreement in writing signed by the parties. An executed facsimile copy, scanned document, or photocopy of this Contract shall be deemed an original.

13. Recording Prohibited. It is agreed that the engagement, including without limitation the Speaker's address, may not be recorded by any means, including without limitation, on audio tape, video tape or film, nor may it be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of NOPA.

14. Confidentiality. It is agreed that the terms and conditions of this Contract, including the Fee, are confidential and a breach, negligent or intentional, of this confidentiality shall be deemed a material breach of this Contract; provided, that, disclosures required to be made in order to comply with applicable law, rule, regulation or legal process shall be permitted. This agreement may be released pursuant to the Public Information Act, Open Meetings or Purchasing Act without prior notice to NOPA or the Speaker.

15. Non-Solicitation and Spin-off Agreements. Client agrees that from the date this contract is fully executed and for a period of twelve(12) months after the engagement, they will not directly or indirectly solicit a business relationship with Speaker and will contact NOPA for all subsequent business dealings including, but not limited to, future appearances, speaking engagements, media events or spokesperson campaigns.

16. Representations and Warrants. The representative of the Client in signing this agreement warrants that he/she signs as a duly authorized representative of the Client. By signing this agreement, NOPA represents and warrants that it is duly authorized to sign this agreement on behalf of the Speaker.

17. Payment Information. All Checks should be made payable to **NOPAC Talent and mailed to: 15544 Avenue of the Arbors, Winter Garden, FL 34787, Federal Tax ID# 65-0886407.** Payments may also be sent via wire transfer.

18. Indemnity. Each Party shall indemnify, release, defend and hold harmless the other Party, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third Party claim, action, or proceeding, based directly or indirectly on any breach of its warranties contained herein or arising from or relating to its performance under this Agreement. (This Paragraph was Struck By Mutual Agreement)

19. Force Majeure Termination. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist

attacks, lockouts, or any other cause beyond the reasonable control of a Party, each Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Parties of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist. Best efforts will be made by all parties to reschedule the event at a mutually convenient time, however if a new date cannot be agreed upon all monies paid to date will be refunded to Client.

20. Term: The term of this Agreement shall begin on the date hereof and shall continue until the completion of service up until the date of the event.

21. Non-assignability. NOPA shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without Client's prior written permission.

22. Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


23. Warranties. NOPA represents and warrants that (a) NOPA's performance of its obligations hereunder does not and shall not violate any applicable law, rule, or regulation or any contracts with third parties; and (b) NOPA has full authority to offer the services of Speaker as contemplated herein.

24. Integration. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

25. Notices. All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service.

IN WITNESS WHEREOF, the parties hereto have or caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

NOPAC TALENT

By: 
Name: Adam
Title: pe

WEBB COUNTY SHERIFF'S OFFICE

By: _____
Name: _____
Title: _____