



CONTRACT MODIFICATION

Date: May 18, 2020
Contract #: UCPJMU5726
Service: Atlantic Union Bank Center - LED Displays Package
Modification #: One
Issued By: James Madison University
 Colleen Johnson, Buyer Specialist
Contractor: DAKTRONICS, INC
 Attn:
 331 32ND AVE., PO BOX 5128
 BROOKINGS, SD 57006
Contract Administrator: Kevin Warner, Athletics

Description of Modification Notice:

The attached *Professional Services Package* is hereby added to UCPJMU5726 for services from July 1, 2020 through June 30, 2023 as priced herein.

Except as provided herein, all terms and conditions of Contract Number UCPJMU5726 remain unchanged and in full force and effect.

DAKTRONICS, INC

By: Sarah Rose

Sarah Rose

Name (print)

Vice President of Services 5/21/2020

Title

Date Signed

James Madison University

By: Colleen Johnson

Colleen Johnson,

Name (print)

Buyer Specialist

Title

5/21/2020

Date Signed



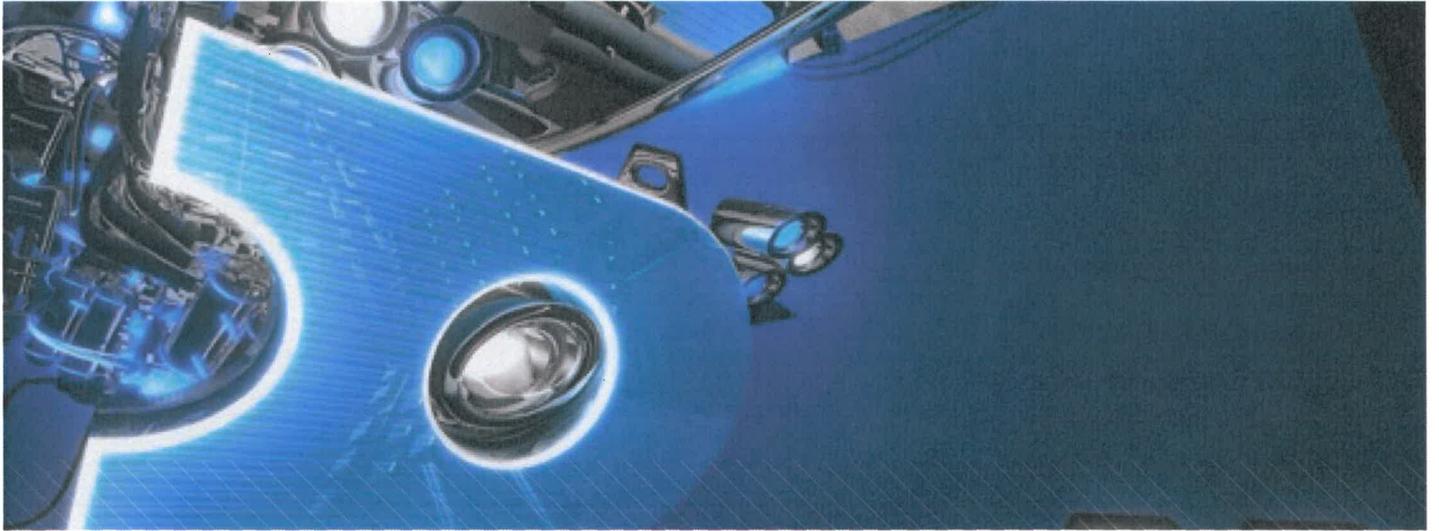
PRODUCTION REPORT

Developed for:

**JAMES MADISON
UNIVERSITY**

JAMES MADISON
UNIVERSITY

&
DAKTRONICS



Steve Ackermann
Event Production
Supervisor
608-556-1641



Katie Windham
Daktronics Event
Producer
727-481-8288



Fred Doremus
Creative Services,
Account Manager
727-278-3077

PROFESSIONAL SERVICES PACKAGE

SERVICE & PRICING

ATTACHMENT A

SCOPE OF WORK

The rates and services listed below are for a three (3) year agreement commencing on July 1, 2020 and ending on June 30, 2023. This agreement may be renewed up to two years upon an annual review of scope of services. The event total below is based on an average number of events, therefore the annual rate may fluctuate.

FULL TIME EVENT PRODUCER

A Daktronics Event Producer will provide a cohesive and professional presentation for large screen productions at Bridgeforth Stadium and the Atlantic Union Bank Center. The Event Producer's duties include, but are not limited to: operation and monitoring of Daktronics equipment, coordinating content creation and production management for additional production needs provided by Daktronics.

Event Producer Total\$88,000

EVENT SUPPORT

Football - 7 events [\$2,900/event]

Includes 1 spring game and 6 regular season games. Any post season games will be billed separately at the cost of \$2,900 each. Event crew for football includes:

- Event Producer
- Assistant Producer
- Director/Technical Director
- Engineer
- Clip Server Operator
- Camera Operators (5)
- Replay Operator

Football Total \$20,300

Men's and Women's Basketball - 32 events [\$2,200/event]

Includes 32 games. Any post season games will be billed separately at the cost of \$2,200 each. Event crew for Men's and Women's Basketball events includes:

- Event Producer
- Director/Technical Director
- Engineer
- Clip Server Operator
- Camera Operator (4)
- Replay Operator

Men's and Women's Basketball Total \$70,400

EVENT PRODUCTION TOTAL \$178,700

PROFESSIONAL SERVICES PACKAGE

SERVICE & PRICING

ATTACHMENT A

CREATIVE SERVICES

From complex 3D animation and design, to green screen and 4K video production, the opportunity to bring your vision to life is closer than ever. What happens behind the scenes is an exploration of our technical capabilities, fused with decades of artistry skills and emerging ideas. We have the team, tools and resources to deliver original and high quality content that maximizes the impact made on your audience.

Daktronics Creative Services will annually provide James Madison University 800 hours, at \$125/hour, of custom content creation.

Custom Content 800 hours Annual Rate \$100,000

RATES AND PAYMENT TERMS

Annual Estimated Total 2020-2021	\$ 278,700
Annual Estimated Total 2021-2022.....	\$ 278,700
Annual Estimated Total 2022-2023	\$ 278,700

RATES AND PAYMENT TERMS

The Annual Rate shall also include any additions or deletions pursuant to any duly authorized Change Orders. The purchaser is solely responsible for all applicable taxes as provided for in Section 4 of Standard Terms and Conditions.

NOTE: If additional sports are added, we reserve the right to make amendments to this contract to include pricing for those sports.

PAYMENT SCHEDULE

Payment is Net 30 from receipt of invoice, agreement starts on July 1. Athletics receives their funding for this in the new year, and requests that this be due July 31.

- \$139,350 due by July 31, 2020
- \$139,350 due by December 1, 2020
- \$139,350 due by July 31, 2021
- \$139,350 due by December 1, 2021
- \$139,350 due by July 31, 2022
- \$139,350 due by December 1, 2022

1. OBLIGATIONS OF THE PARTIES

- 1.1. **Scope of the Work.** The scope of the obligations of Daktronics under this Professional Creative Services Agreement (the "Agreement") herein referred to as the "Work" or the "Deliverables," shall include the items defined in the Scope of Work. The Scope of Work contains a detailed description of the Work to be provided and any other terms and conditions agreed upon by the parties in connection with the Work. The obligations of Daktronics with respect to the Work are subject to the express condition precedent that Purchaser shall perform its respective obligations.
- 1.2. **Contract Documents.** The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate these Terms of Professional Creative Services.
- 1.3. **Term.** The Agreement shall begin and end on the dates specified in the Scope of Work.
- 1.4. **Professional Practices.** Daktronics shall perform the Work using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Daktronics shall devote adequate resources to meet its obligations.
- 1.5. **Payment Terms.** Payment terms shall be pursuant to contract UCPJMU5726 unless otherwise set forth on Attachment B. Daktronics may accept partial payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of Daktronics right to collect the remaining balance, notwithstanding Daktronics endorsement of a check or other negotiable instrument. Unless otherwise stated, the Purchase Price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Daktronics, however designated, levied or based on amounts payable to Daktronics under, or in connection with, this Agreement. Purchaser shall immediately pay upon demand the full amount of any such applicable Tax and shall hold harmless and indemnify Daktronics from the claims of any governmental authority asserting that any such Tax is due and payable. Purchaser must present an exemption certificate if it claims any exemption from Tax. Absent presentation of an exemption certificate, all applicable Taxes shall be added to the purchase price of the Work.
- 1.6. **Access to Perform.** To the extent that Work is to be performed at Purchaser's site, Purchaser grants access to the site to perform the Work, or, as the case may be, will cause access to the site to be granted, to Daktronics. Purchaser shall fully cooperate with Daktronics in connection with the Work.
Service Providers. Daktronics may select the parties delivering services under this Agreement.
- 1.7. **Change Orders.** The parties, without invalidating the Agreement, may modify the scope of the Work. The modifications shall be referred to as "Change Orders." The parties shall mutually agree in writing as to the cost or credit from a Change Order as well as any modifications in delivery time, which written agreement shall be an express condition precedent to the effectiveness of any Change Order. Daktronics shall not perform any Change Order without the prior written approval of both parties.
- 1.8. **Third Party Materials.** Third-party products and materials and other commercial off-the-shelf ("COTS") products and materials ("Third Party Materials"), if any, are provided to Purchaser exclusively on the license and warranty terms offered by such third party and the COTS sellers. If Daktronics provides any products, software, or services covered by a third-party warranty or license, Daktronics shall pass through to Purchaser all warranties or licenses provided by such third party. The remedies provided in such third-party license or warranty shall be Purchaser's exclusive remedies with respect to Third Party Materials.
- 1.10. **Confidentiality.** Intentionally left blank.
- 1.11. **Use of Image.** Purchaser agrees and consents to allow Daktronics to make reference to the Deliverables, the Purchaser or the premises, use their respective logos, trademarks or any other graphical representation of the Deliverables or use photographs of the Deliverables or list the Deliverables and facility in any material of any kind used or produced by or at the direction of Daktronics of any kind, without the prior written consent of the Purchaser; provided, however, that Daktronics may not, without prior written consent do any of the foregoing in a manner which implies endorsement by Purchaser.
- 1.12. **Ownership.** Daktronics retains all right, title, and interest in the processes, methodology, etc. used to create the Deliverables. Daktronics reserves all rights not expressly granted in this Agreement.
- 1.13. **Default.** Daktronics reserves the right to terminate this contract and accelerate all amounts due and payable if Purchaser fails to make payment to Daktronics within UCPJMU5726 stipulated payment terms unless otherwise stated in Attachment B or otherwise fails to comply with this Agreement or any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the contract, applicable statutes, or the common law. Selection of a remedy by Daktronics shall in no way be construed as a waiver of other remedies available to Daktronics. If Purchaser fails to perform any covenant or obligation under this Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics under this Agreement or any other agreement between the parties, Daktronics shall be excused from the performance of any of its obligations under this Agreement and any other Agreement it has with the Purchaser until such time as said default is cured, if ever.
- 1.14. **Indemnity.** Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of or in any way related to: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors or others engaged by Daktronics or under Daktronics control related to the execution of this Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark or other intellectual property right regarding the Daktronics equipment ("Equipment") or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any Applicable Laws regarding safety or health.
- 1.15. **Limitation of Liability.** The parties agree that in no event whatsoever shall the liability of either party exceed the amount of the purchase price. It is agreed that in no event shall either party be liable for special, incidental, consequential, or indirect damages, regardless of cause, including, but not limited to: loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted for the Deliverables. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

PROFESSIONAL SERVICES

PAYMENT TERMS

ATTACHMENT B

1.16. **Force Majeure.** Daktronics shall be excused from any liability under this Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of the Daktronics, including without limitation acts of God, natural disaster, labor or material shortages, war, earthquakes, and acts of terrorism.

James Madison University shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the university, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from the university that such cause has occurred, contractor agrees to directly refund all payments to the university, for services not yet performed, including any pre-paid deposits, within 14 days

1.17. **Assignment.** Unless otherwise stated, this Agreement may not be assigned by either party without the written consent of the other party; provided, however, that Daktronics may assign its rights to receive payment from Purchaser without consent from the Purchaser

1.18. **Acceptance of Terms.** Daktronics acceptance of Purchaser's order is on the express condition that only the terms and conditions of UCPJMU5726 and as set forth herein shall apply to the sale. Any term, provision, or condition in conflict with, in addition to or in modification of any of the terms and conditions herein shall not be binding upon Daktronics unless an authorized representative of Daktronics accepts such term, provision, or condition in writing. Daktronics failure to object to any term or condition contained in any communication from Purchaser shall not be deemed a waiver of the terms and conditions herein.

1.19. **Non-solicitation.** Purchaser shall not, during the term of this Agreement and for twelve (12) months thereafter, solicit, endeavor to entice away, or offer to employ (whether or not on behalf of itself) any Daktronics employee or independent contractor with whom Purchaser has direct contact, or who was specifically identified to Purchaser in connection with this Agreement, without Daktronics written approval, which may be withheld in Daktronics sole discretion. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this paragraph.

1.20. **Personal Data.** "Personal Data" is any information that relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable legislation protecting the privacy rights of individuals with respect to their personal data ("Data Protection Laws.") To the extent that either Party receives or provides Personal Data in the course of the performance of this Agreement, the Parties agree that they will comply with applicable Data Protection Laws. Each Party shall be responsible for providing, obtaining, and maintaining any notices, consents, or approvals necessary to make such Personal Data available to the other Party for processing or use. Purchaser acknowledges that any information received by a member of Daktronics family of companies may be transferred to locations outside of Purchaser's home country, including to the United States. Daktronics will not share such Personal Data with any third parties except to fulfill the purpose for which it was collected, or as instructed by Purchaser, or when required by law, including to respond to any government or regulatory request, or to enforce this Agreement. Additional information about Daktronics commitment to privacy is available at <https://www.daktronics.com/en-us/about-us/privacy-notice>

1.21. **Arbitration.** All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English. A single arbitrator selected by the parties shall preside over the proceeding. If a single arbitrator cannot be agreed upon by the parties, each party shall select an arbitrator, and those arbitrators shall confer and agree on the appointed arbitrator to adjudicate the arbitration. The arbitrator shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitrator shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrator's orders to that effect. Where the Work is performed in the United States: the location of the arbitration shall be Sioux Falls, SD; and this Agreement shall be governed by, and the arbitrator shall apply, the laws of the jurisdiction where the Work is performed without regard to conflict of law principles. Where the Work is performed in any other location: the location of the arbitration shall be New York, NY; and this Agreement shall be governed by, and the arbitrator shall apply, the laws of the state of New York without regard to conflict of law principles. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

1.22. **Miscellaneous.** This Agreement is incorporated into contract UPCJMU5726 with the attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in the event of conflict, and represents the entire agreement of the parties with respect to its subject matter, and supersedes any previous understanding or agreement, and may not be modified except by writing. This Agreement may be executed in counterparts. Each party hereto shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Agreement is in any manner held to be invalid, illegal, void or to be in conflict with any law, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part, term, paragraph, or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law.

2. ADDITIONAL TERMS APPLICABLE TO CONTENT SERVICES

2.1. **Media.** The term "Media" means media of any and all format, whether now known and existing or hereafter discovered or developed, including, without limitation, artwork, graphics, animations, images, videos, audio, footage, or text.

2.2. Content.

2.2.1. **Catalog Content.** Media that is generally available for purchase to Daktronics customers is considered "Catalog Content." Catalog Content is licensed to Purchaser on a limited, non-exclusive, non-sublicensable, non-transferable, limited basis, and solely (i) for the benefit of the Daktronics Equipment end user, in the ordinary course of the use of the Equipment; or, (ii) for any use specified in the Scope of Services. Daktronics reserves all rights not expressly granted to Purchaser.

2.2.2. **Custom Content.** Media created specifically for the Purchaser or Equipment end user by Daktronics is considered "Custom Content." Custom Content shall be considered a work made for hire under applicable law; provided, however, that the parties' rights with respect to any Catalog Content included in the Custom Content shall be governed by Section 2.1.1 above.

2.3. **Purchaser Assets.** Assets provided to Daktronics in connection with the Professional Creative Services by or on behalf of the Purchaser ("Purchaser Assets") are the sole responsibility of the Purchaser. Daktronics assumes no responsibility to determine whether Purchaser Assets are illegal, offensive, or subject to any third-party intellectual property or commercial rights. Purchaser warrants that any Purchaser Assets do not and will not violate or infringe upon any intellectual property or commercial right of another. By providing any Purchase-Provided Assets, Purchaser grants Daktronics the right to use, reproduce, modify, perform, display, and distribute the Purchaser Assets, but only in the manner contemplated by the Agreement. Purchaser represents and warrants that Purchaser owns or controls all rights in and to the Purchaser Assets and has the right to grant the license granted.

PROFESSIONAL SERVICES

SALES AGREEMENT

DAKTRONICS PROFESSIONAL SERVICES

201 Daktronics Drive
Brookings, SD 57006
Toll Free: 1-866-539-3726
Direct: 605-692-0200
Fax: 605-697-4700

Purchaser: James Madison University
Address: 752 Ott Street, MSC 5720
City, State, Zip: Harrisonburg, VA 22807
Province/Country: USA
Phone: 540-568-3137

Order Number:
Date:

Reference
Quote No.
Fax:

SERVICES & PRICING

See Attachment A

Unless specifically outlined in any Attachments or in the Agreement, this order does not include the following:

- Any applicable taxes
- Any additional site related costs

PAYMENT TERMS

See Attachment B

Term "Duration" of the Agreement

PROFESSIONAL SERVICES

SALES AGREEMENT

All Notices required herein shall be given to purchaser at the address indicated previously on this Agreement unless otherwise specified below.

Notice/Communication Address:

Name: JMU Procurement Services
Address: 752 Ott St, MSC 5720
City, State, Zip: Harrisonburg, VA 22807
Province/Country: USA
Phone: 540-468-3137 Fax: 540-568-7935
Email: Johns9cm@jmu.edu
Attention: ATTN: Colleen Johnson

Billing Address:

Name: JMU Account Payable
Address: 1031 S. Main St, MSC 5712
City, State, Zip: Harrisonburg, VA 22807
Province/Country: USA
Phone: 540-568-7397
Fax:
Email: acctspayable@jmu.edu
Attention:

Site Address:

Name: Kevin Warner
Address: MSC 0404
City, State, Zip: Harrisonburg, VA 22807
Province/Country: USA
Phone: 540-568-4263
Fax:
Email: warnerka@jmu.edu
Attention:

Acceptance

In witness hereof, the parties hereto have executed this agreement by and through their duly authorized officers.

Purchaser

By  Signature
Name/Title Colleen Johnson, Buyer Specialist Date 5/21/2020
Print or Type

Daktronics Creative Services

By Sarah Rose VP Daktronics Sarah Rose Date 5/21/2020
Name/Title Signature
Print or Type

By
Name/Title Signature Date

THANK YOU

On behalf of Daktronics, we deeply appreciate your business. We enjoy serving our customers and look forward to helping you connect with your fans and improve the overall entertainment experience for many years to come.

CORPORATE HEADQUARTERS

201 Daktronics Drive, Brookings, SD 57006-5128
tel 605-692-0200 fax 605-697-4746

www.daktronics.com email ProfessionalServices@daktronics.com



**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: Daktronics

DATE: 3/24/2020

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs 1 through 18 shall have any effect or be enforceable against the Commonwealth:

1. **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
2. **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
3. **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
4. **Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;**
5. **Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;**
6. **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**
7. **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**
8. **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**
9. **Delaying the acceptance of this contract or its effective date beyond the date of execution;**

10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by 
 Title Buyer Specialist
 Printed Name Colleen Johnson

CONTRACTOR by 
 Title Services Management
 Printed Name Stephanie Walker