



## CONTRACT MODIFICATION

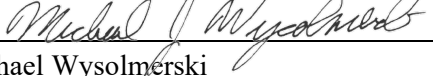
**Date:** January 10, 2024  
**Contract #:** UCPJMU6540  
**Service:** Theatrical, Athletic Field, & Specialty Lighting  
**Modification #:** One  
**Issued By:** James Madison University Ph: 540-568-4501  
Autumn Foster, Buyer Senior Fx: 540-568-7935  
**Contractor:** Artistic Concepts Group, Inc.  
Attn: Michael Wysolmerski  
3675 Concorde Parkway, Suite 850  
Chantilly, VA 20151  
**Contract Administrator:** Shawn Tucker, School of Theatre & Dance

### **Description of Modification Notice:**

This modification is to incorporate the following VHEPC PAC Agreement as a part of the JMU Contract stated above for Theatrical, Athletic Field, & Specialty Lighting. This PAC Agreement shall be effective as of February 19, 2024. The contractor shall agree to adhere to the terms as set forth in the attached document.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6540 as herefore changed, remain unchanged and in full force and effect.

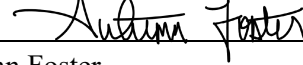
### **Artistic Concepts Group, Inc.**

**By:**   
Michael Wysolmerski

*Name (print)*

Director of Sales 1/10/2024  
*Title Date Signed*

### **James Madison University**

**By:**   
Autumn Foster

*Name (print)*

Buyer Senior 01/10/2024  
*Title Date Signed*

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 10<sup>th</sup> day of January, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Artistic Concepts Group, (“Vendor”).

**TERM**

The term of this Agreement shall begin February 19, 2024 to February 18, 2025 with (3) three one-year renewal options, and an expected final expiration date of February 18, 2028. This end date coincides with the Primary Agreement’s (UCPJMU6540) end date.

**WITNESS**

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6540, dated February 19, 2023 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
  - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
  - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
  - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
  - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
  - B. Maintain an approved version of Vendor’s logo on the Consortium website

### III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31<sup>st</sup> of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

### IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

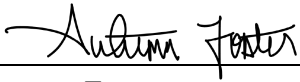
Autumn Foster, Buyer Senior  
JMU Procurement Services  
752 Ott Street, MSC5720  
Harrisonburg, VA 22807

If to Vendor:

Michael Wysolmerski  
Artistic Concepts Group  
3675 Concorde Parkway, Suite 850  
Chantilly, VA 20151  
Email:  
michael.w@artisticconceptsgroup.com

## ACCEPTANCE

**For James Madison University**

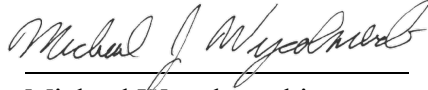


Autumn Foster  
Procurement Buyer Senior

01/10/2024

Date

**For Artistic Concepts Group**



Michael Wysolmerski  
Director of Sales

1/10/2024

Date

Agreement #: UCPJMU6540-PAC