



CONTRACT MODIFICATION

Date: February 28, 2024
Contract #: UCPJMU6542
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: Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577
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.

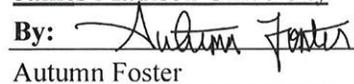
Except as provided herein, all terms and conditions of Contract Number UCPJMU6542 as herefore changed, remain unchanged and in full force and effect.

Musco Sports Lighting, LLC
By: 

James M. Hansen
Name (print)

Secretary 02/29/2024

Title Date Signed

James Madison University
By: 

Autumn Foster
Name (print)

Buyer Senior 02/28/2024

Title Date Signed

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 19th day of February, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Musco Sports Lighting LLC, (“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 (UCPJMU6542) end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6542, 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 0.5% 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 31st 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:

James M. Hansen, Secretary
Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577

ACCEPTANCE

For James Madison University

For Musco Sports Lighting, LLC



Autumn Foster
Procurement Buyer Senior

02/28/2024

Date



James M. Hansen
Secretary

02/29/2024

Date

Agreement #: UCPJMU6542-PAC