

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/12/2012		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. DTMA-95-P-2012-0216		4. REQUISITION/REFERENCE NO. MMA-PR5100-20120061		a. NAME OF CONSIGNEE U.S Merchant Marine Academy	
5. ISSUING OFFICE (Address correspondence to) U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699				b. STREET ADDRESS U.S. DOT/Maritime Administration 300 Steamboat Road	
7. TO: Craig Heitkamp, Govt Business POC			c. CITY Kings Point		d. STATE NY
a. NAME OF CONTRACTOR COLLEGE AGENCY, LLC, THE			e. ZIP CODE 11024-1699		f. SHIP VIA
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 7907 Stafford Trail				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:	
d. CITY Savage				b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE MN		f. ZIP CODE 55378-4308		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Dept. of Museum	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)					
13. PLACE OF				12. F.O.B. POINT Destination	
a. INSPECTION KINGS POINT, NY		b. ACCEPTANCE KINGS POINT, NY		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/27/2012	
16. DISCOUNT TERMS					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GUEST SPEAKERS-					
	Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME USMMA A/P BRANCH						\$3,600.00
	b. STREET ADDRESS (or P.O. Box) AMZ-160 P.O. Box 25710						\$3,600.00
c. CITY Oklahoma City		d. STATE OK	e. ZIP CODE 73125				

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)
Maxmillian Diah
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.

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DATE OF ORDER
06/12/2012

CONTRACT NO.

ORDER NO.

DTMA-95-P-2012-0216

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699</p> <p>Accounting Info: 70121750MA-2012-1PDA000026-0000510000-25215-61006600 Period of Performance: 08/27/2012 to 08/27/2012</p> <p>Performance by "Kelly and Becca", two nationally recognized subject matter experts in the prevention of sexual assault. They will perform "Let's Talk About "IT". The performance is a dynamic type with participation from the audience to engage and to dispel misunderstandings about sexual assault. The requested date is 27 August 2012 at 1630hrs.</p> <p>DUNS:962349556 REMIT TO: SAME AS ABOVE CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST 516-726-6137 INVOICE INQUIRIES: TAMMY CURNETT 405-954-2063 MARKVIEW INVOICES: JAY VELIS</p> <p>The total amount of award: \$3,600.00. The obligation for this award is shown in box 17(i).</p>	1	EA	3,600.00	3,600.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$3,600.00	

COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.222-03	Convict Labor	June 2003
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.243-01	Changes--Fixed Price	August 1987
52.246-01	Contractor Inspection Requirements	April 1984
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984



THE COLLEGE AGENCY

7907 Stafford Trail • Savage • Minnesota • 55378-4308 • Phone 952.440.4777 • Fax 952.400.5870 • info@thecollegeagency.com • www.thecollegeagency.com

PERFORMANCE CONTRACT

This contractual performance agreement for the personal services of the artist on the performance engagement as described below is made on this day, Tuesday, May 29, 2012, by and between the performer **KELLY & BECCA (Let's Talk About "IT")**, herein referred to as the ARTIST, and United States Merchant Marine Academy, herein referred to as the PURCHASER. This contractual performance agreement is administered by The College Agency, herein referred to as the AGENCY.

1) PERFORMANCE INFORMATION

Date of the Performance: **8/27/2012**
Artist: **KELLY & BECCA (Let's Talk About "IT")**

2) PURCHASER INFORMATION

Purchaser: United States Merchant Marine Academy
Contact Person: Jay Velis
Contract Signer:
Mailing Address: 300 Steamboat Rd
City, State, Zip Code: Kings Point, NY 11024
Phone: 516-726-6153
Emergency Phone: 516-462-3207 Jay's Cell
Fax:
Performance Location: Auditorium
Performance Setting: Indoor - Private (if Outdoor, Purchaser must have an indoor rain site secured)

3) PERFORMANCE DETAILS

Arrival Time: 3:30 PM
Sound Check: Thereafter
START Time: 4:30 PM
END Time: 5:30 PM
of Sets: 1
Set Lengths: 60 minutes
Additional Notes: About 400 people in the audience

AGENT COPY

4) CONTRACT PRICE: \$ 3600 USD (we ask this be paid in two checks – see section a and b below)

Purchaser agrees that no deductions whatsoever are to be taken from the guaranteed contract price by the Purchaser. (Example: if your state takes a 4% entertainment tax, Purchaser agrees to add total tax amount assessed to the contract price)

a) After the performance, mail check #1 in the amount of **\$ 3600* USD** to THE COLLEGE AGENCY.
Check #1 should be written to: THE COLLEGE AGENCY / EIN#: 83-0414915 (see enclosed invoice & W9)

b) After the performance, hand check #2 in the amount of **\$ 0* USD** to the ARTIST.
Check #2 should be written to: Let's Talk Solutions, Inc. - FIN #: 20-0635780 (see enclosed invoice & W9)

*** If the payments cannot be made as noted above, please make the full payment to THE COLLEGE AGENCY and mail the check to the agency following the performance**

5) SOUND & LIGHTING PRODUCTION

a) The Purchaser will provide the sound system, monitor system and technician.
b) The Purchaser will provide the lighting system and technician.

6) ARTIST will mail the following promotional items to the PURCHASER: NA

7) HOTEL / LODGING INFORMATION

Hotel is provided by _____ No hotel-lodging is provided *
Date of Check-In: _____
& Type of Rooms: _____
Length of Stay: _____

** If Purchaser is providing hotel/lodging for Artist, Purchaser must fill in the information below*

Name of Hotel: _____
Address of Hotel: _____
City, State, Zip Code: _____
Hotel Phone: _____
Confirmation #: _____

8) ADDITIONAL PROVISIONS

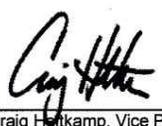
Meals and/or beverages: Purchaser to provide meal(s) & beverage(s) for the Artist
Ground Transportation: NA
Additional provisions: NA

- 9) In the event of sickness or accident to Artist, or if performance is prevented, rendered impossible or infeasible by any act or regulations of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies, it is understood and agreed that there shall be no claim for damages by either party to this contract. Agency and Purchaser will then mutually agree to a rescheduled date. A rescheduling fee may apply to the rescheduled date due to additional travel expense incurred by the Artist.
- 10) If the performance listed above is to be held outdoors, the Purchaser understands that they are required to have a backup indoor performance site secured. If the outdoor performance is prevented for any reason other than those listed in Section 9 of this contract, it shall not be deemed an emergency and the Purchaser agrees that the Artist and Agency are to be paid in full. In addition, if the outdoor performance is prevented for any reason, the decision to move the performance indoors must be made prior to Artist setting up any equipment outdoors.
- 11) If the performance is canceled by the Purchaser for any reason other than those listed in Section 9 of this contract after the confirmation and contract request date of 5/25/2012, it is understood that the cancellation is subject to the following cancellation fee schedule:
 - a) Date of confirmation to 61 days before the performance = 20% of contract price or reimbursement of actual expenses (whichever is greater)
 - b) 60 days to 31 days before the performance = 50% of contract price or reimbursement of actual expenses (whichever is greater)
 - c) Within 30 days of the performance = 100% of contract price
- 12) Artist reserves the right to cancel their performance without liability no later than 48 hours prior to engagement date if retained for, or preparing for, a national TV performance and/or appearance, recording project, commercial, film, audition or support for a national touring artist. Agency and Purchaser will then mutually agree to a rescheduled date and/or a replacement for the contracted event.
- 13) Artist and Purchaser agree that future engagements by the Artist for the Purchaser shall be booked through Agency for a period of fifty-three (53) weeks from the date of this engagement.
- 14) Artist shall have the right to sell souvenir merchandise, photographs, and records/videos on the premises of the place(s) of performance without any participation in proceeds by Purchaser. However, concessionaire's requirements, if any, will only be honored with prior written notification.
- 15) Artist shall have control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means, and methods of the performances of the performing Artist hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time, the non-essential performing personnel.
- 16) Purchaser warrants there will be no recording, reproduction, or transmission from the place of the engagement in any manner or by any means whatsoever without the prior written consent of the Artist and Agency. Artist's name and likeness may not be used as an endorsement of any product or service without Artist or Agency's written consent.
- 17) This contract covers personal appearance services in conjunction with this contract only. Agency must clear any radio, television, or press interviews or appearances for any reason whatsoever, prior to show date and performance.
- 18) The Agency is acknowledged to have fully performed upon the acceptance of this contract by all parties hereto. The Artist and the Purchaser agree to indemnify and to hold harmless the Agency and its representatives against all losses, claims, demands, costs, and expenses that the Agency and its representatives may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the performance hereunder, by reason or default by the Artist or the Purchaser in performing any of their obligations under this contract; or by reason of any damages to persons or property arising out of the Artist's performance under this contract.
- 19) Purchaser agrees to indemnify, defend and hold Agency and Artist harmless from and against any and all claims, costs or liability for damage or injury to any person or property during Artist's engagement, including time of set up and take down. Agency acts herein only as agent for the Artist and assumes no liability hereunder. It is expressly agreed that Agency acts herein as Agency for Artist and is not responsible for any act of commission for the part of either Artist or Purchaser. In furtherance, it is agreed that neither Purchaser nor Artist will name or join Agency a party in any civil action or suit arising out of, in connection with or related to any acts of commission or omission pursuant to this agreement by either Purchaser or Artist.
- 20) We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract, as well as all included contract riders, as deemed by our signatures below.

SIGN HERE

Signature of Purchaser or Purchaser Representative Date

Purchaser or Purchaser Representative
United States Merchant Marine Academy



Craig Harkamp, Vice President 5/29/12 Date

KELLY & BECCA (Let's Talk About "IT")
Agency Contact: Sue Boxrud / (952) 440-4777
Artist Leader/Cell: Kelly Addington - (813) 789-1256