

**RADFORD UNIVERSITY  
EVENT AGREEMENT**

THIS EVENT AGREEMENT ("Agreement"), dated this 24th day of February 2016, is made by and between Radford University ("University"), an educational institution and agency of the Commonwealth of Virginia and Donald J. Trump for President, Inc.

("Client"), a nonprofit organization, whose address is 725 Fifth Avenue, New York, NY 10022.

University and Client are referred to individually as "Party" and collectively as "Parties". The Parties mutually agree as follows:

1. Services and Fees. Client agrees that University shall provide the space as follows:

*CRU* *AK*  
Dedmon Center arena will be arranged to seat 3800 persons. Arena to be set up with a 24 x24 stage with skirting and podium. This will include covering the arena floor for the event, litter pick up, trash removal, housekeeping services, and one electrician on stand by for the duration of the event. ~~Client shall be granted access to Arena for set-up beginning the morning of Sunday, February 28, 2016 for set-up and build-out and beginning at 7am on Monday, February 29, 2016 for Event.~~ The Client will be responsible for any and all security sufficient for the event and providing all said security and coordinating these arrangements with the Radford University Police Department for approval. The University shall not be liable for nor responsible for payment of any security required by Client.

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Client shall pay the University for actual costs incurred by the University as ~~set forth in the~~ follows ~~Estimate attached~~ = \$2,250.00 for rental of facility, plus tax at 5.3% of \$119.25, plus labor associated with placement of floor covering of \$450.00, and an administrative fee of \$100.00 for a grand total of \$2,919.25.

2. Deposit. Client shall pay University a deposit (the "Deposit") in the amount of \$1,000.00, which University shall apply to the actual incurred costs of the Event. Time is of the essence with regard to payment of the Deposit. Client shall deliver a signed version of this Agreement, to the following address before any space will be confirmed for the Event:

Deposit made payable to:  
Radford University  
Office of Conference Services  
Post Office Box 6911  
Radford, Virginia 24142-6911

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3. Publicity. Client shall not use, in its external advertising or marketing programs any data, pictures, name, insignia, trademarks, pictures, or other representation of University or its employees except those authorized in writing by University in advance. ~~University must receive in writing all requests for authorization no later than ten (10) days in advance of the use date.~~ It is understood that Client shall use the name Radford University and its address in order to promote the event. ~~Advance approval shall not be required for references to Radford University or Dedmon Center Arena to identify the location of the event.~~
4. Force Majeure. University shall not be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation war, terrorism, strikes, civil disturbances, and acts of God.
5. Limitation of University's Liability. University, the Commonwealth of Virginia, its officers, agents, and employees shall not be liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or revenue. Client's entire remedy and University's entire liability will be the payment of actual damages ~~not to exceed the monies paid by~~


~~Client under this Agreement.~~ This limitation is a critical element of the parties' bargained-for consideration and will be effective even in the event University is informed in advance of the possibility of such damages.

6. Indemnification/Hold Harmless. <sup>reasonable</sup> Client agrees to indemnify, defend and hold harmless University, the Commonwealth of Virginia, its officers, agents, and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising hereunder, except for injury or damage caused by the sole negligence of University. Accordingly, University shall promptly notify Client of any claim or action brought against University in connection with this Agreement.
7. Insurance. Client agrees to procure and to continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement, with minimum liability limits of one \$1,000,000 coverage per occurrence and a \$2,000,000 umbrella policy for protection against any liability imposed by law. Radford University shall be named as an additional insured. By signing this agreement, Client is making the affirmative representation that it has such insurance and has named Radford University as an additional insured party. The Client shall furnish University with insurance certificates indicating such coverage. By requiring the above minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to Client. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and or broader coverage.
8. Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
9. Waiver. The failure of either party to enforce any provision in this Agreement shall not be deemed a waiver of such right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
10. Entire Agreement. This Agreement <sup>and any attached estimates</sup> constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the parties.
11. Applicable Law. This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this contract shall be brought before a proper state court in the Commonwealth of Virginia.
12. Compliance with Laws. It is the Client's sole responsibility to be knowledgeable of and to comply with any and all local, state, and federal rules, regulations and ordinances that might be applicable as a result of the Client's event.
13. Remedies. If Client breaches this Agreement, in addition to any other rights or remedies, University may terminate this Agreement ~~without prior notice.~~ <sup>after giving notice of such breach if Client fails to cure within a reasonable period after such notice.</sup>

14. Termination. University reserves the right to terminate facility reservations for any activity if it determines, during an activity, that facility equipment or furnishings are being damaged as a result of the Event, or if it determines that the Event is endangering the health and safety of patrons, interfering with the process of the University, or infringing on the rights of others. Should Client cancel the Event for any reason or fail to conduct the Event for any reason, University shall retain any deposit received. The Client shall also be liable for any costs incurred by University in scheduling the Event.
15. Status of Parties. The relationship of University and Client under this Agreement is solely that of independent contractors. Neither party shall be considered to be an employee or agent of the other except for those purposes specifically enumerated in this Agreement, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties. University does not sponsor, endorse, or make any express or implied warranties for Client.
16. Certification. The signatory for Client certifies that he or she is an authorized agent to sign on behalf of Client, and assents to abide by the terms of this Agreement.
17. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
18. Cancellation. ~~University or Client may cancel this Agreement without cause by giving written notice prior to the event. In such event, University shall return the deposit, minus any expenses incurred by University up to such cancellation notice being received.~~ Intentionally omitted. *CRW RA*
19. Non-Discrimination. Client agrees not to discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, or disability.
20. Attorney's fees/Collection Costs. Client shall pay to University reasonable attorney's or collection fees incurred in enforcing this Agreement or pursuing and collecting past-due amounts under this Agreement. *if University prevails RA CRW*
21. Special Accommodations. If Client or customers of Client require any special accommodations for the Event, Client shall notify University in writing at least 30 days before the date of the Event. *or at the execution of this Agreement, if Event is less than 30 days away. RA CRW*
22. Inclement Weather. University shall not be liable if the Event is not held due to closure of University or other reasons resulting from inclement weather including, without limitation: snow, sleet, ice, flooding, hurricane, tornado, and other such forces of nature. Should University not be able to host the Event, University shall make reasonable efforts to reschedule the Event for another time that is amenable to both parties. If University cannot reschedule the Event for any reason, this Agreement shall be deemed terminated, and University shall not be responsible for any damages arising from such termination, *but shall return any deposit previously paid by Client. RA CRW*
23. The Client shall be responsible for the safety and conduct of its participants, employees, agents, and volunteers and their compliance with the University and Commonwealth of Virginia rules and regulations regarding the use of the facilities. It is the responsibility of the Client to communicate the terms of this Agreement to its staff, volunteers, participants, and representatives. Client is responsible for securing a background check on its trainers, employees, agents, and volunteers.
24. **This section is only applicable to Agreements that include the use of University facilities.**  
a. The Client shall make a reasonable effort to maintain areas used in good condition, with reasonable wear and tear expected. The Client agrees to pay for all damages to the University's property, which arises out of Client's use of the facilities.

- b. The Client agrees to notify the University immediately of any safety concerns, hazards or conditions affecting the health, welfare, or safety of participants or the public.
  - c. The Client agrees to be aware of and abide by fire safety regulations and procedures, including the proper exit procedures, room capability, and room setup requirements.
  - d. Public areas on campus used by Client may not be utilized in a manner that disrupts classes or other University functions. Public areas cannot be reserved for Client's exclusive use. Occupied areas cannot be cleared for Client's exclusive use.
  - e. Any equipment, which the Client requires that has not been contracted for in the Agreement and which is not readily available at the University will be acquired at Client's expense.
  - f. The Client is responsible for fees for replacement of lost keys.
  - g. Any and all services, equipment and personnel as the University, in its sole discretion, deems to be necessary or convenient to guard and protect public safety and property and to ensure a minimally sufficient level of service to Event participants.
  - h. Any and all services, equipment, facilities and personnel requested by the Client in addition to the base participation fee and provided by the University in connection with the Event, Client agrees to accept charges of any reasonable costs/fees with sufficient notice.
25. **Compliance.** Client is responsible for complying with all University policies and procedures. Failure to comply may result in immediate expulsion of individual(s) from campus and/or revocation of Client's visit or future visits.

of which Client  
has been  
provided notice.

  
(CRU)

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ACCEPTED AND AGREED:

RADFORD UNIVERSITY

BY: Richard S. Alvarez  
Richard S. Alvarez  
Chief Financial Officer and Vice President for  
Finance and Administration

2-22-16  
Date

CLIENT  
BY: Donald J. Trump

2/24/16  
Date

Donald J. Trump for President, Inc.  
Organization

725 Fifth Avenue  
Address

NY, NY 10022  
City/State/Zip

202 550 7839  
Telephone

\_\_\_\_\_  
SSN/FEIN

clewandowski@donaldtrump.com  
Email