



The UNIVERSITY of OKLAHOMA

Office of Open Records

December 8, 2023

Ray Carter
Oklahoma Council of Public Affairs
ray@ocpathink.org

Via NextRequest

Re: Open Records Request ORR 23-1086

Dear Ray Carter:

The University of Oklahoma is in receipt of your request, seeking the following information:

“OU's "Crimson and Queens" drag show is scheduled for Dec. 2.

Could you provide the total cost of the event, the amount paid to the headliner ("Willow Pill") and a copy of the contract between OU and the headliner?"

Please find attached responsive records to your request. Funds utilized for Willow Pill (“Artist”) are distributed from Student Activity fees. The total expense for the event was approximately \$21,201.08, broken down as follows:

- \$7,967.00 - DJ
- \$11,000.00 - Headliners
- \$250.00 - Emcee
- \$1,000.00 - Talents/Performers
- \$120.00 - Reservation
- \$2000.00 - Printing
- \$250.00 - Videographer & Photographer
- \$414.08 - Security

No state appropriations or EDGEN funds were used to support this event.

Sincerely,

Ferris J. Barger
Director, Open Records

339 W Boyd Ave, Ste. 416, Norman, Oklahoma 73019
PHONE:(405)325-0202 FAX:(405)325-3094
EMAIL: Openrecords@ou.edu

Purchase Order

Board of Regents of the University of Oklahoma
2750 Venture Drive
Norman, Oklahoma 73069

Dispatch via Print

Supplier: 9100087221

KINGS QUEENS ENTERTAINMENT LLC
 PO BOX 508
 CHEHALIS WA 98532-0508

Purchase Order NORMN-0000044075	Date 11/22/2023	Revision 1
Payment Terms NET 45	Freight Terms Destination, Freight Prepaid	Ship Via Vendor's Standard Shipping
Buyer Penny L Smith	Phone/Email 405/325-1826 penny-smith@ou.edu	Currency USD

Ship To: OMU_0207A
 900 ASP AVENUE
 OMU ROOM 0207A
 NORMAN OK 73069
 United States

Attention: Quan Phan

Bill To: SAME AS SHIPPING
 United States

Tax Exempt? Y **Tax Exempt ID:** 73-1377584

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1-	1 Drag Performance		1.00	LOT	11,000.00	11,000.00	06/30/2023
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Schedule Total 11,000.00

Item Total 11,000.00

Total PO Amount 11,000.00

You are authorized to furnish the agency named above items subject to acceptance and approval. Submit INVOICE for each shipment or partial shipment. Purchase order number MUST appear on each and every invoice, package, delivery ticket package, delivery ticket and on correspondence. As applicable, the provisions of Executive Order 11246, as amended by As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this agreement and must be included in any subcontracts awarded involving this agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

Authorized Signature



KING'S QUEENS ENTERTAINMENT/mybestjudy

ARTIST EVENT CONTRACT

This agreement is made this date of September 21, 2023 (the "Agreement"), by and between King's Queens Entertainment, LLC & mybestjudy LLC ("Agent" and "Manager", on behalf of the performer known as WILLOW PILL ("Artist"), and The Board of Regents of the University of Oklahoma on behalf of The OKLAHOMA MEMORIAL UNION (the "Venue").

Agent Contact: Gina Garan
Email: gina@mybestjudy.com
Phone: 917-721-0192

Venue Contact: Quan Phan
Email: [REDACTED]

For the good and valid consideration set forth herein, the Venue is contracting with the Agent to book the Artist to perform on the date(s) and at the address specified herein (the "Event"), pursuant to the following terms and conditions:

EVENT DATE(S): 12/2/23

ADDRESS: 900 Asp Avenue, Norman OK 73019

ARTIST FEE: A minimum payment of US\$11,000.00.

Payment provisions shall be in arrears within 45 days of receipt of Supplier's valid invoice, with any late payment and interest calculated as provided by Oklahoma law.

EXPENSES: Venue to provide (i) ~~comfort class airfare for Artist and Artist's assistant (if assistant is applicable), to the closest major airport on an airline and class pre-approved by Agent;~~ (ii) ~~luggage reimbursements for all luggage;~~ (iii) travel to and from hotel and venue; and (iv) all costs associated with one (1) non-smoking hotel room for 2 people (at least 4-star rated) with guaranteed early hotel check-in if artists flights arrive prior to regular check-in and a late checkout from hotel. Hotel must have either two queen size or one king size bed and must be approved by management. Hotel must be within a five (5) mile radius of the venue with 24hour room service and free wifi. Venue is responsible for hotel costs the night of performance. In the event the Event is part of a tour where Artist is performing at multiple venues, Agent shall bill Venue its proportionate costs to the extent such costs should be shared to accommodate Artist's schedule, including nights off, if applicable. Contact info for hotel (confirmation #'s) and ground transportation to and from the airport must be provided to Agent via email at least ten (10) business days prior to Artist's date of arrival. **ARTIST TO PAY FOR FLIGHTS**

ADVERTISING: Any advertising materials used by Venue featuring the artist in connection with the Event must be approved by Agent in advance and shall not include sexual material. Venue shall be solely responsible for the cost for such advertising and in no event shall Artist or Agent have to reimburse Venue for its advertising costs should the Event be canceled or rescheduled, regardless of the cause or reason related to the Event not occurring on the original Event Date.

SET TIME: Artist shall perform for a minimum time of two (2) songs with a minimum of thirty (30) minutes in between each song to allow for any Artist changes and touchups. No portion of Artist's performance shall be recorded, reproduced or transmitted, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Venue and Agent relating to and permitting such recording, reproduction or transmission.

VIP SESSION: Venue shall conduct a sixty (60) minute meet and greet with Artist prior to Artist performance

EVENT LOGISTICS: Venue shall ensure a staff member meets Artist upon arrival and escort Artist in a non-public manner to a secure, private and clean (including floors swept and mopped) dressing room, and provide (at no additional cost to Artist or Agent) the following for Artist's use in connection with Artist's performance:

- One (1) wireless mic
- Two (2) stage monitors
- (One) 1 CD player or flash drive port
- Stage and dressing room fans
- Spotlight on Artist at all times during performance
- Private and secure dressing room with appropriate temperature (heating or air conditioning, as needed), sufficient lighting, comfortable chairs or couch(es), lined trash cans, a minimum of one full length mirror and sufficiently-sized dressing table and assortment of snacks, fresh fruit tray, energy drinks, water and soft drinks, glassware and straws, conveniently located near a private bathroom and sink
- Hand towels (minimum of 6) and roll of paper towels
- Drink tickets or beverages for Artist and Artist's assistant
- Artist VIP guest list of up to 10 guests for free admission to Event

Sound and lights, including operators, during the Event
Stage requirements:

- a) Stage dimensions should be at least 8' wide by 8' deep
- b) Stage surface should be capable of supporting 125 pounds per square foot
- c) Stage will be smooth, clean, and dry wood or linoleum surface (no carpeting)
- d) Stage must have a stairway with railing and be well-lit
- e) Stage area must be well-secured during performance
- f) No person on stage during performance without Artist's express consent

In addition, Venue represents and warrants that it shall fully comply with all federal, state and local law and guidance with respect to communicable diseases (including but not limited to Covid 19) and performances of the nature contemplated by this Agreement.

SECURITY:

Venue shall provide security necessary to ensure the safety and safe-keeping of Artist, auxiliary personnel, guests, equipment, costumes and personal belongings, before, during and after the performance. In connection with the foregoing, security personnel shall (i) screen patrons for weapons with walk-through metal detectors or handheld metal detector wands prior to entry into the Venue, (ii) be stationed outside Artist's dressing room at all times, regardless of whether Artist is inside the dressing room or not, from when Artist arrives at the venue until Artist's departure, (iii) escort Artist as needed (ie. soundchecks, stage, bathroom, VIP area, etc.) and remain with Artist throughout the entire time Artist remains on the premises, and (iv) keep the stage free of any persons other than those directly involved with the performance. Venue shall locate all exits of the building and inform Artist upon arrival of all exits in case of an emergency.

If applicable, name and contact info of Venue's representative: _____

PAYMENT

INFORMATION: (PLEASE MAKE SURE TO PUT IN MEMO, ARTIST NAME, VENUE NAME, CITY, DATE OF EVENT & AMOUNT TO EACH ARTIST & AMOUNT OF ANY REIMBURSEMENTS)

- (i) ACH:
BANK WIRE TRANSFER INFORMATION: (PLEASE PUT IN THE MEMO - ARTIST NAME, VENUE, DATE OF EVENT CITY, STATE)

Mailing Address:

**King's Queens Entertainment LLC
PO Box 508
Chehalis, WA 98532 USA**

**197 Pier Rd
Chehalis, WA 98532**

Company Tax ID # 82-2467909

**Bank Name – Wells Fargo Bank, N.A.
Bank Address – 420 Montgomery
San Francisco, CA 94104**

Account # 2319830291

Routing Direct Deposit/

Wire Routing

SWIFT/BIC

INSURANCE:

CANCELLATION: Venue must pay the Artist Fee in full if it cancels the Event for convenience or if Artist cancels the event due to the Venue's failure to substantially comply with the Event Logistic requirements specified above. If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing at the Event, the Artist's obligations hereunder will be fully excused, and there shall be no claim for damages or expenses by either party, and the parties shall bear their own costs and expenses in connection with this agreement, provided that (i) in the event of cancellation due to a Force Majeure Event relating to the Venue's ability to host the Event where Artist is en-route to or at the Event and ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then Venue shall nevertheless pay Artist 75% of the Artist Fee hereunder, and (ii) in any other event of cancellation due to any Force Majeure Event, whether or not Artist is en-route to or at the Event, or ready, willing, or able to perform, Venue shall remain responsible for all non-refundable transportation, accommodations, and other related expenses incurred by Artist or Agent for purposes of performing under this agreement. Should Artist require a postponement of the Event due to personal reasons or a contractual commitment related to Artist's appearance on a national television show, the parties will attempt to reschedule the Event with Artist for a later, mutually agreeable date, provided that Venue may elect to terminate this agreement without liability of any kind, in which case it will be relieved from making any payment whatsoever under this agreement.

"Force Majeure Event" shall mean unforeseen circumstances beyond the affected party's reasonable control, including, but not limited to: sickness, travel issues, or concern for Artist's physical safety or health; National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide, or other similarly cataclysmic events, or other acts of God; extended power outages; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities.

INDEMNITY:

Each party will be responsible for its own negligent and intentional acts and omissions, with the UNIVERSITY'S liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq., as amended.

CONFIDENTIAL: The terms of this Agreement are confidential and proprietary information of Agent and the Venue may not publicly disclose any of the terms included herein without the prior written consent of Agent. Any failure by the Venue to comply with the foregoing shall be considered a material breach of this Agreement and Agent shall have the right to terminate the Event, without offset of the Fee or Expenses, and may subject the Venue to consequential damages resulting therefrom. Notwithstanding the foregoing, this paragraph is not intended to apply to any disclosure to the extent such disclosure is required by law.

ADDITIONAL

TERMS:(a) Venue acknowledges and agrees that Agent is entering into this Agreement on behalf of Artist and neither Agent nor its members, officers or employees are liable for the performance breach by Artist of any provisions contained herein. (b) This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma and the parties consent to the jurisdiction of and venue in any federal or state court of competent jurisdiction located in Cleveland County, Oklahoma for the adjudication of any disputes arising under this Agreement. The prevailing party of any suit brought in connection with the subject matter hereof shall be entitled to reimbursement of reasonable attorney's fees, court costs and other expenses, upon award by a court of competent jurisdiction. (c) If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable. (d) This agreement constitutes the sole, complete and binding agreement between the parties and may not be changed, modified or altered except in writing. (e) The Artist agrees that it will not discriminate because of race, color, sex, age, religion, gender identity, sexual orientation, national origin, handicap, or on any other basis prohibited by applicable law while performing the obligations hereunder. (f) The Artist acknowledges and agrees that Venue has a legal obligation to investigate and remedy potentially unlawful actions taken against its students, faculty, or staff or concerning operations or services on university-owned or controlled premises. The Artist agrees to cooperate with the Venue in meeting such obligations, including any actions or investigations. (g) The Venue agrees it will not provide services to children while operating on university-owned or controlled premises without complying with the Sex Offenders Registration Act, 57 O.S. §§ 581, et seq. and the Mary Rippey Violent Crime Offenders Registration Act, 57 O.S. §§ 591, et seq., in which case Artist certifies that neither the Artist nor any employee of the Artist is registered under the Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act and will obtain signed statements from all employees performing such services that such employee is not currently required to register under the Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act. (h) The Artist acknowledges and agrees that Venue is subject to the Oklahoma Open Records Act set forth at 51 O.S. §§24A-1, et seq. (i) The Artist is an independent contractor and is not an employee, partner, principal, agent, or co-venturer of, or in any other similar relationship with, the Venue. Notwithstanding the foregoing, the Artist certifies that it is authorized to work in the United States and has, or will upon request, provide(d) documentation verifying the same. Neither party is authorized to speak for, represent, or obligate the other in any manner.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below and this Agreement shall become effective upon execution by the second party.

AGENT (ON BEHALF OF ARTIST)

By: **Jason King** _____

Name: **Jason King (Agent)** _____

The Board of Regents of the University of Oklahoma

By: *Penny Smith* 11/22/2023 _____

Name: **Penny Smith Contract Specialist** _____

November 22, 2023
Date: _____

11/22/2023
Date: _____