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HETHERINGTON & HARRIS

COPY

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September 19, 2012

Via Hand Delivery

Senator Donna Mercado Kim
The Senate
State Capitol
Honolulu, Hawaii 96813

Re: Responses to Document Requests

Dear Senator Kim:

We are delivering with this letter the information and documents you requested from Board of Regents Chair Eric Martinson and University of Hawaii President M.R.C. Greenwood in your letters to them dated September 5 and 7 and your oral request for the so-called "Cunningham Report" with the following notations:

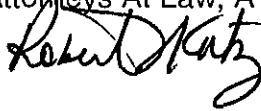
1. As we advised you by letter dated September 14, 2012 we are including both a redacted and an un-redacted set of the attachments to the August 21, 2012 Fact Finders Report. The redacted set is in binders 1 through 4, and the un-redacted set is in binders 5 through 8. As you requested in your responsive letter dated September 18, 2012, the un-redacted set is also marked "Confidential" and provided with the University of Hawaii's request that it not be disclosed publicly to avoid any possible impairment of the FBI's ongoing investigation or the privacy rights of innocent third parties.
2. While every reasonable effort was made to locate, reproduce and deliver all of the information and documents requested by you from Chair Martinson and President Greenwood in the limited time provided it is possible, given the lack of specificity in some of the requests, that some information or documents desired by you may not have been produced. If there are any specific documents or information you were expecting that were inadvertently missed please advise me at your earliest convenience so that it may be obtained if available for the contemplated October 2, 2012 briefing.

Senator Donna Mercado Kim
September 19, 2012
Page 2

Thank you for your cooperation and the assistance of your staff in the transmittal of the numerous documents and information to the Senate Special Committee on Accountability.

Very truly yours,

TORKILDSON, KATZ, MOORE,
HETHERINGTON & HARRIS
Attorneys At Law, A Law Corporation



Robert S. Katz
Jeffrey S. Harris
Attorneys for University of Hawai'i System
Board of Regents, President M.R.C.
Greenwood

RSK/JSH:lh

**Responses to September 5, 2012 Request for Documents
and Information, and September 7, 2012 Follow Up Request for
Documents and Information Issued to M.R.C. Greenwood and Eric K. Martinson**

September 5, 2012 document request to M.R.C. Greenwood and Eric K. Martinson

1. All attachments referenced in the Report of Factfinders Regarding the Stevie Wonder Benefit Concert dated August 21, 2012, from Dennis W. Chong Kee (Chong Kee) and Calvert G. Chipchase (Chipchase) to James H.Q. Lee, Vice Chair of the University of Hawai'i Board of Regents, and M.R.C. Greenwood, President of the University of Hawai'i System (Factfinders Report).

Binders 1, 2, 3 and 4 contain the redacted Attachments, bates stamped: University-1 to University-1253.

Binders 5, 6, 7 and 8 contain the un-redacted Factfinders Report and Attachments bates stamped: University-1254 to University-2560. These binders are considered confidential and we ask that these records not be released to the public.

2. A. Any and all records, documents, or communications that relate to any potential contract extension, dismissal, or decision to renew or not renew Donovan as the University of Hawai'i Athletic Director (AD).

Binder 9 contains responsive documents, bates stamped: University-2561 to University-2572.

B. Any severance/separation packages executed by the University during the last twelve years.

Binder 9 contains responsive documents, bates stamped: University-2574 to University-2646.

3. Any and all documents, records, or communications relating to the University of Hawai'i's search for and recruitment of an AD to replace Donovan as AD, including any documents, records, or communications, outlining any process or procedures being followed by the University of Hawai'i in this regard.

Binder 9 contains responsive documents, bates stamped: University-2573, and University-2647 to University-2800.

Binder 10 contains responsive documents, bates stamped: University-3147 to University-3152.

4. Any and all documents, records, or communications demonstrating whether or not the University of Hawai'i conducted a cost-benefit analysis to determine whether holding the Stevie Wonder Benefit Concert would raise funds that would be used to support the University of Hawai'i's educational mission.

None was prepared. However, a budget was prepared and submitted to the Athletic Department. See Factfinder's redacted Attachment bates stamped: University-918 and University-922, in Binder 3.

5. Any and all documents, records, or communications, including invoices, contracts, or memoranda of agreement, relating to the costs incurred by the University of Hawai'i for the Factfinders Report and the related investigation conducted by Chong Kee and Chipchase.

No invoices have been received as yet. A copy of the Contract is bates stamped: University-3118 to University-3136, in Binder 10.

6. Any and all records, documents, or communications concerning the scope of work to be performed by the law firm of Cades Schutte LLLP, including but not limited to the Letter of Engagement, and all records, documents, or communications given to the law firm of Cades Schutte LLLP to assist with the investigation.

See Factfinder's redacted Attachment bates stamped: University-8, in Binder 1.

7. Any and all records, documents, or communications relating to the decision by the Board of Regents to give President M.R.C. Greenwood the sole responsibility to represent the University of Hawai'i at Manoa in the transition from the Western Athletic Conference to the Mountain West Conference, including the time frame of the President's representation during the transition period, as well as the decisions relating to the representation of the University of Hawai'i at Manoa in its transition to the Big West Conference.

The documents that give President Greenwood initial lead responsibility are in Binder 9, bates stamped: University-2801 and University-2802.

September 5, 2012 additional document and information request to M.R.C. Greenwood and Eric Martinson

1. A comparison of the cost of the University of Hawai'i at Manoa's Office of the Chancellor since it was first established separately from the Office of the President in 2001, to its current cost to the University of Hawai'i system.

See Binder 10, document bates stamped University-3141.

2. The number of University of Hawai'i employee contract/agreement buyouts, including the cost of the buyouts, the Board of Regents has approved over the last twelve years.

Six for a total of \$2,529,160.00. Binder 9 contains responsive documents, bates stamped: University-2574 to University-2646.

3. A listing of all public relations positions within the University of Hawai'i System, including a list of salaries by position, for the last ten years; and

Binder 10 contains the responsive documents, bates stamped: University-3142 to University-3146.

4. Copies of all contracts/agreements for public relations-related services between the University of Hawai'i System and any third parties for the last ten years.

Binder 9 contains the responsive documents, bates stamped: University-2803 to University-2968.

September 7, 2012 document and information request to M.R.C. Greenwood and Eric K. Martinson

1. The names of all other attorneys, besides those from the law firm of Cades Schutte LLLP, hired by the University of Hawai'i to assist or advise the University with any and all matters relating to the Stevie Wonder Concert

Mark Bennett, Esq., and the law firm of Torkildson, Katz, Moore, Hetherington & Harris.

2. A list of all consultants contracted by the Board of Regents or the Office of the President during the last five years, including a description of the scope of work detailing the purpose for which the consultants were contracted.

Binder 9 contains the responsive documents, bates stamped: University-2969 to University-3025.

3. The total amount of money spent by the University of Hawai'i to hire outside legal counsel for the period from April 2011 through March 2012.

\$2,192,842.20.

4. The University of Hawai'i's budget for the General Counsel for fiscal years 2010-2011 and 2011-2012.

Binder 9 contains the responsive document, bates stamped: University-3026.

5. The names of any outside legal counsel hired by the University of Hawai'i to represent the University's interest during the Committee's informational briefings.

Law firm of Torkildson, Katz, Moore, Hetherington & Harris.

Finally, in response to your verbal request for "The Cunningham Report," see Binder 10 for the responsive documents, bates stamped: University-3027 to University-3117.

END OF RESPONSES

**ATTACHMENTS TO THE REPORT FACTFINDERS
REGARDING THE BENEFIT CONCERT
(August 21, 2012)**

Attachment	Date	Description
Attachment 1 (Appointment)	07/13/12	Memorandum from James Lee to re Appointment as Fact-Finder
Attachment 1 (Policy)		University of Hawaii Policy – Chapter 8, Business and Finance
Attachment 2	Nov. 1997	University of Hawaii Executive Policy – Delegation of Authority
Attachment 3	07/12/12	Memorandum from Marcy Greenwood to Vice Presidents, Chancellors re E8.106 Authority to Execute Contractual Documents for Procuring Goods and Services and Entering into Cooperative Agreements for the Office of Intercollegiate Athletics, University of Hawai'i at Manoa
Attachment 4	Oct. 2011	University of Hawaii Executive Policy – Fund Raising
Attachment 5		University of Hawaii Policy – Chapter 13 – Use of University- Owned Facilities
Attachment 6		University of Hawaii Policy – Chapter 10 – Land and Physical Facilities
Attachment 7	Jul. 2011	University of Hawaii Executive Policy – Policy to Govern the Use of University Owned or Operated Facilities
Attachment 8	Jul. 1983	University of Hawaii Executive Policy – Executive Policy – Delegation of Authority
Attachment 9	Jul. 1983	University of Hawaii Executive Policy – Administration
Attachment 10	Aug. 2002	A8.400 Risk Management
Attachment 11	Apr. 1994	University of Hawaii Executive Policy – Administration
Attachment 12	Jun. 2002	A1.200 General Provisions – Land and Physical Facilities
Attachment 13	Jul. 1982	A8.000 Fiscal Management
Attachment 14	Jul. 1996	A8.800 Disbursing/Accounts Payable and Payroll
Attachment 15	Mar. 2006	A8.800 Disbursing/Accounts Payable and Payroll
Attachment 16	07/19/12	Witness Statements of James Donovan III and Exhibits attached thereto
Attachment 17		Position Description – Director of Athletics
Attachment 18	07/20/12	Witness Statement of Carl Clapp (unsigned)

Attachment	Date	Description
Attachment 19		Position Description – Associate Athletics Director
Attachment 20	07/23/12	Witness Statement of John McNamara and Exhibits attached thereto
Attachment 21		Position Description – Associate Athletics Director for External Affairs
Attachment 22	07/26/12	Witness Statement of Teri Wilhelm Chang
Attachment 23	09/15/11	Position Description – Physical Plant Management / Auxiliary and Facility Services Manager
Attachment 24	07/25/12	Witness Statements of Tiffany Kuraoka and Exhibits attached thereto
Attachment 25	09/13/11	Position Description – Institutional Support / Administrative Services
Attachment 26	07/17/12	Witness Statements of Richard C. Sheriff and Exhibits attached thereto
Attachment 27	09/15/11	Position Description – Physical Plant Management / Auxiliary and Facility Services Office
Attachment 28	07/25/12	Witness Statement of Walter Watanabe and Exhibits attached thereto
Attachment 29	09/15/11	Position Description – Athletics / Athletic Support Staff
Attachment 30	07/23/12	Witness Statement of Howard Shigeo Toto
Attachment 31	01/13/05	Position Description – Vice President for Administration and Chief Financial Officer
Attachment 32	07/23/12	Witness Statement of Paul Kobayashi
Attachment 33	12/03/08	Position Description – Director of Financial Management and Controller
Attachment 34	08/09/12	Witness Statement of Alan Kimura (unsigned)
Attachment 35	06/05/08	Position Description – Institutional Support / Fiscal Specialist
Attachment 36	07/18/12	Witness Statement of Virginia Hinshaw
Attachment 37		Position Description – Chancellor
Attachment 38	07/23/12	Witness Statement of Kathleen Cutshaw and Exhibits attached thereto
Attachment 39		Position Description – Vice Chancellor for Administration, Finance and Operations
Attachment 40	07/31/12	Witness Statement of Ryan Akamine and Exhibits attached thereto

Attachment	Date	Description
Attachment 41	12/11/07	Position Description – University Assistant, General Counsel
Attachment 42	07/26/12	Witness Statement of Vince Baldemor (unsigned) and Exhibits attached thereto
Attachment 43	08/01/12	Witness Statement of _____ and Exhibits attached thereto
Attachment 44	08/10/12	Witness Statement of _____
Attachment 45	03/17/12	Email from Richard Sheriff to _____
Attachment 46	03/19/12	Email from Richard Sheriff to James Donovan
Attachment 47	10/12/10	Ex Parte Motion for Default Judgment (<i>International Alliance of Theatrical Stage Employees, Local 665 v. _____</i> , Civil No. 1RC09-1-12640, District Court of the First Circuit – Honolulu Division, State of Hawaii)
Attachment 48	08/17/12	Hawaii State Judiciary Hoohiki (Court Docket): <i>Deutsche Bank National Trust Co. vs. _____, et al.</i> , Civil No. 11-1-2863, First Circuit Court, State of Hawaii
Attachment 49	03/27/12	Email from _____ to Richard Sheriff
Attachment 50	04/03/12	Email from _____ to Richard Sheriff
Attachment 51	04/05/12	Email from Richard Sheriff to James Donovan III
Attachment 52	04/16/12	Email from _____ to Richard Sheriff
Attachment 53	04/16/12	Engagement Memorandum Agreement between _____, _____), _____), and Athletic Department-University of Hawaii
Attachment 54	04/17/12	Email from _____ to Richard Sheriff
Attachment 55	04/17/12	Email from Richard Sheriff to James Donovan
Attachment 56	04/30/12	Email from _____ to Richard Sheriff
Attachment 57	05/03/12	Email from Richard Sheriff to James Donovan
Attachment 58	05/03/12	Email from James Donovan to Richard Sheriff
Attachment 59	05/05/12	Email from _____ to Richard Sheriff
Attachment 60	05/07/12	Email from Richard Sheriff to Ryan Akamine
Attachment 61	05/09/12	Email from _____ to Richard Sheriff
Attachment 62	05/10/12	Letter from James Donovan to _____
Attachment 63	05/04/12	Legal Services Request Form – For Manoa Requests
Attachment 64	07/09/12	Email from _____ to _____

Attachment	Date	Description
Attachment 65	07/09/12	Email from to
Attachment 66	05/10/12	Email from Richard Sheriff to Ryan Akamine
Attachment 67	05/23/12	Email from to Richard Sheriff
Attachment 68	05/24/12	Email from Ryan Akamine to James Donovan
Attachment 69	04/03/12	Email from to Richard Sheriff
Attachment 70	04/19/12	Email from Richard Sheriff to
Attachment 71	04/17/12	Email from to Richard Sheriff
Attachment 72	05/25/12	Financing Agreement between and ()
Attachment 73	05/25/12	American Savings Outgoing Wire Transfer
Attachment 74	05/30/12	Email from Richard Sheriff to Ryan Akamine
Attachment 75	05/31/12	Email from Richard Sheriff to Carl Clapp, Vince Baldemor, Walter Watanabe, John McNamara, Teri Chang, and Jeannie Lee
Attachment 76	06/01/12	Email from to Richard Sheriff
Attachment 77	05/31/12	Email from to Richard Sheriff
Attachment 78	07/01/12	Email from to Richard Sheriff
Attachment 79	06/06/12	Email from Richard Sheriff to Ryan Akamine
Attachment 80	06/06/12	Email from Ryan Akamine to James Donovan and Richard Sheriff
Attachment 81	06/09/12	Email from to Richard Sheriff
Attachment 82	06/12/12	Email from Richard Sheriff to
Attachment 83	06/14/12	Email from Ryan Akamine to Richard Sheriff
Attachment 84	06/14/12	Email from Carl Clapp to James Donovan
Attachment 85	06/15/12	Email from James Donovan to Carl Clapp
Attachment 86	06/14/12	Email from to Richard Sheriff
Attachment 87	06/14/12	Email from to Richard Sheriff
Attachment 88	06/14/12	Email from to Richard Sheriff
Attachment 89	06/14/12	Email from Richard Sheriff to
Attachment 90	06/14/12	Email from to Richard Sheriff
Attachment 91	06/18/12	Email from Carl Clapp to Paul Kobayashi

Attachment	Date	Description
Attachment 92	06/18/12	Email from Vince Baldemor to UH Athletics, Caroline Gouveia, David Estermann, Kelvin Shoji, Kim, Joycelyn Lau, and Wayne Vieira
Attachment 93	06/18/12	Email from Brent Inouye to Richard Sheriff
Attachment 94	06/18/12	Email from _____ to Richard Sheriff
Attachment 95	06/18/12	Email from Carl Clapp to Paul Kobayashi
Attachment 96	06/19/12	Email from _____ to Richard Sheriff
Attachment 97	07/02/12	Email from Marcy Greenwood to Howard Todo
Attachment 98	06/20/12	Email from _____ to Richard Sheriff
Attachment 99	06/22/12	Email from Tiffany Kuraoka to Richard Sheriff
Attachment 100	06/20/12	Email from Tiffany Kuraoka to Richard Sheriff
Attachment 101	06/21/12	Email from Tiffany Kuraoka to Richard Sheriff
Attachment 102	06/21/12	Email from Vince Baldemor to Booster Club Presidents
Attachment 103	06/22/12	Email from Richard Sheriff to Carl Clapp
Attachment 104	06/22/12	Email from Carl Clapp to James Donovan
Attachment 105	06/22/12	Email from Carl Clapp to Paul Kobayashi
Attachment 106	06/22/12	Email from Derek Inouchi to Walter Watanabe and Richard Sheriff
Attachment 107	06/24/12	Email from Walter Watanabe to James Donovan, Carl Clapp, John McNamara, Vince Baldemor, Teri Chang, and Richard Sheriff
Attachment 108	06/25/12	Email from Richard Sheriff to Teri Chang
Attachment 109	06/25/12	Email from Teri Chang to Richard Sheriff
Attachment 110	06/25/12	Email from Carl Clapp to Paul Kobayashi
Attachment 111	06/25/12	Email from Paul Kobayashi to Carl Clapp
Attachment 112	06/20/12	Requisition (University of Hawaii and _____)
Attachment 113	06/25/12	University of Hawaii Wire Transfer Form
Attachment 114	06/25/12	University of Hawaii Authorization for Payment
Attachment 115	06/25/12	UH Transaction Listing
Attachment 116	06/25/12	Escrow Trustee Information
Attachment 117	06/25/12	Invoice to University of Hawaii Athletics (\$200,000.00)

Attachment	Date	Description
Attachment 118	06/25/12	Email from Howard Todo to Ryan Akamine
Attachment 119	06/26/12	Wire Detail Report
Attachment 120	06/26/12	Email from Paul Kobayashi to Carl Clapp and Tiffany Kuraoka
Attachment 121	06/25/12	Memorandum of Record from Alan Kimura re Wire Transfer to
Attachment 122	06/26/12	Email from Stacia Garlach to uhletwin@gmail.com (to Letterwinner Club Members) forwarding message from Aka President Vince Baldemor
Attachment 123	06/26/12	Email from Ryan Akamine to [redacted] and James Donovan
Attachment 124	06/27/12	Email from James Donovan to Carl Clapp
Attachment 125	06/27/12	Email from Richard Sheriff to [redacted]
Attachment 126	06/28/12	Email from Ryan Akamine to [redacted] and James Donovan
Attachment 127	06/29/12	Email from Ryan Akamine to [redacted] and James Donovan
Attachment 128	06/29/12	Email from Carl Clapp to Kathleen Cutshaw
Attachment 129	06/28/12	Email from Howard Todo to Kathleen Cutshaw
Attachment 130	06/28/12	Email from Kathleen Cutshaw to Tiffany Kuraoka
Attachment 131	06/28/12	Email from Virginia Hinshaw to Kathleen Cutshaw
Attachment 132	06/29/12	Email from Kathleen Cutshaw to Howard Todo
Attachment 133	06/29/12	Email from Richard Sheriff to Ryan Akamine
Attachment 134	06/29/12	Email from Carl Clapp to Ryan Akamine
Attachment 135	06/29/12	Email from Richard Sheriff to Ryan Akamine
Attachment 136	06/29/12	Email from Ryan Akamine to Richard Sheriff
Attachment 137	07/05/12	Email from [redacted] to Richard Sheriff
Attachment 138	07/02/12	Email from [redacted] to Richard Sheriff
Attachment 139	07/06/12	Email from Ryan Akamine to Richard Sheriff
Attachment 140	07/05/12	Email from [redacted] to Richard Sheriff
Attachment 141	07/09/12	Email from Richard Sheriff to James Donovan
Attachment 142	07/06/12	Email from Ryan Akamine to Kathleen Cutshaw
Attachment 143	07/06/12	Email from Ryan Akamine to Richard Sheriff

Attachment	Date	Description
Attachment 144	07/06/12	Email from Kathleen Cutshaw to Tiffany Kuraoka
Attachment 145	07/06/12	Email from Tiffany Kuraoka to Kathleen Cutshaw
Attachment 146	07/07/12	Email from Carl Clapp to Kathleen Cutshaw
Attachment 147	07/09/12	Email from Ryan Akamine to Richard Sheriff
Attachment 148	07/09/12	Email from _____ to _____, Marcy Greenwood and Richard Sheriff
Attachment 149	07/09/12	Email from Richard Sheriff to James Donovan
Attachment 150	07/09/12	Email from Marcy Greenwood to James Donovan
Attachment 151	07/09/12	Email from _____ to _____
Attachment 152	07/09/12	Email from _____ to _____
Attachment 153	07/09/12	Email from Richard Sheriff to James Donovan
Attachment 154	07/09/12	Email from _____ to Richard Sheriff
Attachment 155	2000-2001 Edition	Artist Management Rosters
Attachment 156	07/10/12	Email from _____ to James Donovan
Attachment 157	07/10/12	Email from _____ to Marcy Greenwood, James Donovan, and _____
Attachment 158	07/10/12	Email from _____ to Richard Sheriff and Marcy Greenwood re cancellation insurance
Attachment 159		Concert Events Description
Attachment 160	08/03/12	Email from _____ to _____
Attachment 161	Sep. 2006	A8.800 Disbursing/Accounts Payable and Payroll



UNIVERSITY OF HAWAI'I

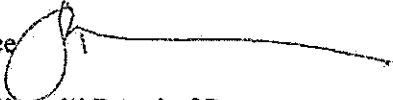
BOARD OF REGENTS

July 13, 2012


MEMORANDUM

TO:

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FROM: James H.Q. Lee 
 Vice Chair
 University of Hawai'i Board of Regents
 Bachman Hall 209
 2444 Dole Street
 Honolulu, HI 96822

and

M.R.C. Greenwood 
 President
 University of Hawai'i System
 Bachman Hall 202
 2444 Dole Street
 Honolulu, HI 96822

SUBJECT: **APPOINTMENT AS FACT-FINDER**

We are appointing you to serve as fact-finder to investigate the possible inappropriate management, planning, organization, and administration of the benefit concert scheduled for August 18, 2012 at the Stan Sheriff Center, and/or violations of University of Hawai'i ("University") policies and procedures or other related violations which may involve James Donovan, III, Director of Athletics, Intercollegiate Athletics, University of Hawai'i at Mānoa, and Richard Sheriff, Manager, Stan Sheriff Center, University of Hawai'i at Mānoa, and/or other individuals.

Please meet and interview the relevant parties and appropriate witnesses and provide a report to us of your findings. Upon completion of the investigation, we will determine whether or not the evidence does or does not support the allegations and what appropriate action, if any, should be taken in accordance with the provisions of any applicable collective bargaining agreements and/or University policies and/or procedures.

Thank you for your assistance.

CHAPTER 8
BUSINESS AND FINANCE

Section 8-1 Contracts and Official Documents.

a. General:

Except as otherwise provided herein, the President is authorized to approve, sign, and execute contracts and settlements of claims in accordance with law and Board policy. In addition, the President is authorized to approve or accept all gifts, grants, and contracts involving the University's receipt of extramural funds. Should it be determined, in consultation with the Board, that a contract or settlement is anticipated to have a significant impact on policies, programs, or operations; or result in potential institutional liability the prior approval of the Board shall be required regardless of amount and source of funding. The President may delegate authority for the approval, acceptance, signing, and execution of contracts and settlements to other University officials.

b. Construction Projects:

The President is authorized to act as the Contracting Officer of the University on construction projects, including projects financed in whole or in part from Federal and other grants. Construction projects, including repair and maintenance projects, in excess of and/or totaling more than \$5,000,000 shall require the Board's prior approval. This requirement will not be circumvented through parceling. The President shall provide advanced notice, to the extent practical, of potentially controversial decisions or actions that are within authority delegated to the President. Should it be determined, in consultation with the Board, that a construction project is anticipated to have a significant impact on policies, programs, operations, or generates controversy prior Board approval is required regardless of amount or source of funding.

c. Consultant Contracts:

Contracts to engage consultant services, including but not limited to consultants to study or review University programs and/or operations for the purposes of recommending courses of action, which are anticipated to require changes in Board policies and/or have significant impact on policies, programs, or operations, shall require the prior approval of the Board regardless of amount or source of funding. Consultant contracts which are estimated to be \$1,000,000 or less, consultant expenses included, and are not expected to result in changes in Board policies and/or have a significant impact on policies, programs or operations, shall be approved by the President or the President's designees¹. All consultant contracts in excess of \$1,000,000, expenses included, shall require the prior approval of the Board.

¹ See By Laws, Article II, Section D.g.(6) function of the Standing Committee on University Audits as it relates to an independent auditor.

This requirement will not be circumvented by parceling the amount of the contract.

d. Settlement Agreements:

All settlement agreements recommended by the University's General Counsel involving payments of \$500,000 or less, or involving workers' compensation claims in any amount and which do not contravene Board policy and do not have a significant impact on policies, programs or operations, shall be approved by the President or the President's designee. Agreements which are anticipated to require changes in Board policies and/or have significant impact on policy, programs, or operations and/or where the Board is named as a party to a suit, shall require the prior approval of the Board regardless of amount. All settlement agreements exceeding \$500,000, except for settlement of workers' compensation claims, shall require the approval of the Board. This requirement may not be circumvented by subdivision of the total amount of the settlement claim. All settlements requiring Board approval shall include a signature line for the Board.

e. Procurement Procedures:

Subject to the provisions set forth herein, the President is authorized to develop internal policies and procedures for the procurement of goods, services and construction in accordance with law and Board policy, provided such procedures are approved by the Board prior to implementation in accordance with Chapter 304A-105, HRS. Except as otherwise provided herein, the procurement of goods or services exceeding \$5,000,000 shall require the prior approval of the Board unless, in consultation with the Board, it is anticipated that such procurement will have a significant impact on policies, programs, or operations, in which case prior Board approval is required regardless of amount and funding source. The specified threshold will not be circumvented by parceling.

Section 8-2 Designation of Depositories, Checks and Vouchers.

- a. The Board shall from time to time, upon recommendation of the Vice President for Budget and Finance/Chief Financial Officer, assign authority and responsibility for designating depositories for University funds and for the signing of checks and vouchers disbursing any and all such funds.
- b. Resolution for Designation of Depositories, Checks, and Vouchers.

The Vice President for Budget and Finance/Chief Financial Officer is hereby authorized to approve, sign, and draw upon letters of credit and other negotiable instruments, and establish federally-insured bank and savings and loan depositories which he/she considers necessary in accordance with requirements or federal contracts and other funding arrangements.

Accounts to serve as depositories for revenues and other receipts including letters of credit and other negotiable instruments shall be established with institutions having main offices on the island of O'ahu.

Checks and savings withdrawals drawn against letters of credit, and other accounts on such depository institutions shall be signed by the Vice President for Budget and Finance/Chief Financial Officer or by other University staff members to whom he/she may delegate his/her authority from time to time.

The Vice President for Budget and Finance/Chief Financial Officer or his/her delegate may manually sign such checks and withdrawal authorizations. In addition, the Vice President or delegate may authorize, in writing, the use of facsimile signature plate for each group of checks to be signed, and he/she may delegate the authority to approve the use of his/her own facsimile signature plate for such groups.

The Secretary shall execute and deliver to said depository institutions a sworn signed statement advising said institutions of the office appointment and signature of the Vice President for Budget and Finance/Chief Financial Officer. He/she shall then advise said institutions in writing of any delegation of his/her signing authority, together with the signatures thereof.

Where required by contractual relationships with other governmental or private agencies, the Vice President for Budget and Finance/Chief Financial Officer may designate an official of such agency as a second signatory on checks which disburse funds from pool accounts established pursuant to said contractual relationships. He/she shall advise the institution concerned in writing of said second signatory.

Vice President for Budget and Finance/Chief Financial Officer is hereby authorized to establish imprest checking accounts and to delegate the necessary check signing authority under the following conditions:

- (1) No such checking account shall exceed \$60,000 in deposits at one time. The Vice President for Budget and Finance/Chief Financial Officer or his/her delegate may make temporary increases to imprest accounts in excess of \$60,000 to provide for short term requirements.
- (2) Each such imprest checking account shall be operated on an imprest basis wherein all deposits to said account shall be made only by replenishment checks from the University or State, which checks shall be in the amount of properly submitted vouchers of disbursement submitted by the custodian of the fund.
- (3) Checks drawn on such accounts shall be by single signature of persons designated by the Vice President for Budget and Finance/Chief Financial Officer to sign such checks, said designation to be made to the institution concerned, in writing.
- (4) The Vice President for Budget and Finance/Chief Financial Officer shall exercise authority over such checking accounts to meet operating needs and maintain proper controls.

In the case of such imprest checking accounts, the Secretary shall execute and deliver to the selected institutions an agreement setting forth the above facts and containing a sworn statement advising said institutions of the official

appointment and signature of the Vice President for Budget and Finance/Chief Financial Officer.

It is further resolved that the Vice President for Budget and Finance/Chief Financial Officer or other staff members to whom the he/she may delegate this authority from time to time, may sign vouchers and payrolls for transmittal to the State Comptroller for the disbursement of the State funds allocated and allotted to the University.

All previous authorizations, inconsistent herewith, including the resolutions of the Board on the 19th day of October 1973 and the 18th day of October 2002, are hereby revoked.

Section 8-3 Biennial Budget (Operating and Capital Improvements).

a. Policy and Governing Principles,

- (1) The President, upon approval by the Board, shall submit to the Governor, the University's proposed biennial budget which shall be designated the "Board of Regents' Budget."
- (2) The proposed biennium budget shall be one component of a comprehensive system of planning, programming and financing the programs of the University. The system shall consist of:
 - (a) The articulation of overall University and campus missions; the development, coordination and review of long-range goals, objectives and directions to achieve these missions; and the development of programs and intermediate plans to implement these goals, objectives and directions.
 - (b) An integrated, orderly system for the continuous review and evaluation of programs which result in the establishment, modification and termination of programs as appropriate. This review shall include the evaluation of alternatives to existing objectives, policies, plans and procedures that offer more efficient and effective use of University resources and the regular appraisal and reporting of program performance.
 - (c) The preparation and implementation of a budget organized to focus on the resources required in the succeeding biennium to undertake programs and program changes necessary to implement the long-range goals and objectives of the University.
- (3) The preparation of the biennial budget shall be characterized as much as possible by openness and collaboration among students, faculty, administrators and policymakers.

b. The Budget Preparation Process,

The major activities of the biennial budget preparation process shall consist of the following:

(1) Preparation of Budget Policy Paper.

Using input from state, university system and campus planning documents, the President shall direct the preparation of a budget policy paper each biennium and approve its submittal for review and approval by the Board. The paper shall set forth the environmental context for budget building and general program, policy and management objectives, and institutional priorities to guide the preparation of the biennial budget.

(2) Preparation and Issuance of Budget Instructions.

Upon Board approval of the budget policy paper, the President shall issue formal instructions and pertinent policy statements for the preparation of the biennial budget. The policy statements shall include, as a minimum, the budget objectives included in the Board approved budget policy paper.

(3) Administrative and Executive Approval of Budgets.

The President shall review and approve for submittal to the Board, the recommended budget requests for UH at Mānoa, UH at Hilo, the Community College System, UH-West O'ahu and university-wide support programs. The chancellors of UH at Mānoa, UH at Hilo, UH-West O'ahu and the vice president for Community Colleges shall review and approve for submittal to the President the budget requests for the programs for their respective units.

(4) Board Approval.

The Board shall review and act on the budget recommended by the President prior to it being submitted to the Governor. Upon Board approval, the budget shall be referred to as the "Board of Regents' Budget" and shall be transmitted to the Governor and the Legislature in accordance with applicable statute.

Section 8-4 University Projects.

- a. Revenue Bond Resolution. The sale of bonds to finance revenue producing projects or facilities shall be subject, as applicable, to the provisions of "A Resolution Creating and Establishing a Network Consisting of a University System, Including Certain University Projects, and University Purposes, of the Board of Regents, University of Hawaii; Creating and Establishing an Issue of Revenue Bonds of the Board of Regents, University of Hawaii, and Providing for the Security for and Payment of Said Bonds and Limiting Such Payment to the Revenues of Said Network; Setting Forth the Terms and Conditions for the Issuance of Bonds; Setting Forth the Terms and Conditions for the Issuance of Additional Series of Said Bonds; Providing for the Rights of the Holders of Said Bonds; and Making Certain Other Covenants and Agreements in Connection with the Foregoing", adopted November 16, 2001,

as amended and supplemented from time to time, or to the provisions of "A Resolution Creating and Establishing an Issue of Revenue Bonds of the Board of Regents of the University of Hawaii, and Providing for the Security for and Payment of Said Bonds and Limiting Such Payment to Moneys Derived from the Ownership and Operation of the University of Hawaii and Certain Other Moneys Made Available to the University Other Than Moneys Heretofore Pledged to Other Obligations of the Board; Setting Forth the Terms and Conditions for the Issuance of Said Bonds; Providing for the Rights of the Holders of Said Bonds; and Making Certain Other Covenants and Agreements in Connection with the Foregoing", adopted May 17, 2006, as amended and supplemented from time to time.

- b. University Revenue Undertakings Fund (URUF). The President shall recommend the use of reserve or surplus revenues involving the transfer of funds between projects which are all within the University Revenue Undertakings Fund.

Section 8-5 Purchases and Equipment Capitalization.

- a. Purchases shall be made in the name of the University and according to law and Board policy. No amounts stipulated in this section will be exceeded by parceling.
- b. Vice presidents and chancellors shall have the authority to make purchases in amounts less than \$25,000 per transaction, which authority may be further delegated.
- c. Vice presidents, and chancellors may authorize the issuance of purchasing cards to be used in lieu of purchase orders for transactions not exceeding \$2,500 provided the unit first establishes appropriate transaction guidelines.
- d. Equipment shall be defined as tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Section 8-6 Investments.

- a. General:

The investment of funds and the purchases and sales of bonds, stocks, and other securities and properties from trust or investment funds shall be made with the approval or on the direction of the Board. The President or President's designee is authorized to take any action and to execute and deliver on behalf of the Board such documents and certificates as may be necessary or desirable in connection with the acceptance, sale or transfer of investment securities issued to the University. This policy sets forth procedures and guidelines for the day-to-day administration of all University endowment investment activities.

b. Investment Management.

- (1) The Board has the basic responsibility of preserving institutional resources, including the endowment in perpetuity. The Board oversee the policies and processes concerning investments and asset management and are subject to certain legal duties including acting prudently and in the interest of the participants and beneficiaries, and the duty to correct or report improprieties of other fiduciaries.
- (2) The Board's Committee on Budget and Finance and Facilities (herein: "Committee") is charged with the responsibility to review matters related to endowment funds. The Committee shall recommend to the Board for approval the engagement, evaluation, and termination of investment consultants, managers, custodial firms, and other investment professionals; policies and guidelines concerning the management of the endowment fund including but not limited to performance objectives, investment guideline, and performance goals for investment managers; and changes and rebalancing of asset allocations.
- (3) The Vice President for Budget and Finance/Chief Financial Officer ("VP/CFO") is charged with carrying out the University's investment policy and coordinates investment monitoring. The VP/CFO shall also serve as the administrative representative on investment subcommittees of the Board, and provides staffing to the Committee and subcommittees on matters concerning the endowment fund.
- (4) The investment consultant (herein also referred to as the "Third Party Monitor" assists the Board in achieving optimal long-term returns consistent with the endowment's acceptable level of risk. Consultants shall be selected through a formal competitive process coordinated by the VP/CFO in consultation with the Committee. The responsibilities of the consultant shall include:
 - (a) Assist in defining the investment objectives of the fund and in establishing investment policy guidelines;
 - (b) Assist in the selection of the appropriate asset classes and percentages to invest in each class based on return expectations and risk;
 - (c) Recommend short-term asset allocation shifts;
 - (d) Assist in the selection of investment managers and other professionals;
 - (e) Recommend performance objectives and other guidelines and policies for investment managers;
 - (f) Assist in the evaluation of investment managers, providing quarterly reports on their performance and recommending actions by the Board; and

(g) Provide other services as specified by the Board and/or Committee.

c. Investment Goals and Guidelines:

The Board shall adopt investment goals and comprehensive guidelines to insure the preservation of capital and adequate growth and income. The long-range investment objective of the University is to achieve an optimal rate of return on assets based on the asset allocation policy to produce current income to meet spending needs of 6% while preserving the real value of the endowment principal.

(1) University of Hawai'i Endowment Fund Investment Goals and Guidelines

(a) Goals,

The investment goal of the University of Hawai'i Endowment Fund ("Fund") is to seek the highest expected total return¹ within reasonable levels of annual volatility to insure the long-term growth of the Fund and the continued annual payout² of not more than 5% of market value.

The University shall provide each investment manager with a schedule of payouts to be made during the year. The payouts will be scheduled as close to the actual expenditures as practicable to maximize the amounts retained and invested by the investment managers.

The Board also requires that actual investment results by each investment manager be placed in the median bracket or higher of a universe comprised of endowment funds nationwide. This yardstick shall apply to at least a three-year period in order to avoid Short-term fluctuations that may reflect temporary out-of-phase investment philosophies of the money managers. The Board expects this goal to be fulfilled within the levels of risk that a prudent person would take under various economic conditions.

(b) Guidelines.

1. The "prudent man rule" shall be followed in the investment of the Fund.

Securities in new and untried enterprises should not be purchased. This basically applies to companies with no public ownership if its stock or those that have only recently gone public. An exception to this rule would be where prudence has

¹ Resulting from income from dividends, interest and option writing, and from realized and unrealized appreciation in securities and other investments.

² The payout rate shall not exceed 5% based on a five-year moving average of market values at fiscal year end without prior approval by the Board.

been exercised through the use of investment vehicles that dramatically reduce the risk factors involved or where special expertise warrants the risk be taken. Therefore, if the investment manager, as a professionally informed and prudent person, recommends purchase of specific securities within an atmosphere of discretion and intelligence, and without speculative intent, then the standard of prudence is upheld.

2. Equity Investments.

Equity investments shall be made in quality common stocks, convertible preferred stocks and convertible bonds, with an emphasis on total return. Investment managers should invest for the longer term; however, this should not preclude the investment manager from making interim changes to meet the investment goal of the fund.

3. Bond Investments.

Investments in nonconvertible bonds shall be managed to take advantage of the changes in the interest rate curves rather than to be purchased and allowed to mature. All nonconvertible bonds should have at least an "BBB" rating or higher and be readily marketable. In addition, no more than 15% of the fixed income investments may be graded with an S&P quality rating below "A."

4. Cash and Cash Equivalent Investments.

All cash, wherever and whenever possible, should be invested in savings accounts or liquid interest bearing securities, including shares of money market funds.

(c) Asset-allocation.

A balanced portfolio will be maintained with a minimum of 30% and a maximum of 70% in either the equity or fixed income investments and a maximum of 40% in cash and equivalents.

This guideline is intended to insure that the portfolio will not be heavily skewed towards one type of investment. The principle of prudence requires that the portfolio be well balanced with respect to fixed income investments such as intermediate and long-term corporate and utility bonds, short-term instruments such as treasury bills and notes, commercial paper, certificates of deposit and savings accounts on one hand and equity investments represented primarily by common stocks on the other. (Existing mortgages may be retained in the portfolio until paid up; however, no new mortgage investments will be made.)

While the foregoing establishes minimum and maximum allocation for different asset classes, an investment manager is not precluded from establishing lower invested levels while raising cash during adverse market conditions if such action is prudent and protects the principal of the fund. Within the minimum and maximum asset allocation guidelines the Board authorizes the Committee to implement short-term tactical asset allocation changes to address the changing market outlook.

The Committee will review the fund's asset allocation and investment manager performance at least annually and shall determine whether the amounts invested with managers should be rebalanced toward the policy allocation targets.

1. Preservation of Principal.

The investment managers shall make reasonable efforts to preserve the principal of funds provided them, but preservation of the principal shall not be imposed on each individual investment.

2. Liquidity.

The Board will be responsible for providing the investment manager with as much advance notice as possible or practical in the event that changes in income payout or principal withdrawals are required.

3. Diversification.

To avoid the risk of concentration of assets, individual bond positions, other than obligations of the U.S. government, should not comprise more than 5% of the total fixed income portion of the portfolio. Individual equities should comprise no more than 5% of the total market value of the stock portfolio. In addition, investments in any one stock are not to exceed 5% of the corporation's outstanding common stock.

The investment manager will not be required to invest in equity securities representing a cross section of the economy. However, the investment manager will be allowed to choose the degree of concentration in any industry up to a maximum limit of 15% of total equities in any one industry at market value and a maximum limit of 10% in any one company.

4. Permitted Investments.

The use of the following investment vehicles is permitted:³

Savings accounts
 Commercial paper with A-1 or P-1 rating
 Certificate of deposit
 Money market funds/common trust cash equivalent funds

U.S. government, its agencies, or its instrumentalities
 Securities guaranteed by or collateralized by securities
 guaranteed by the U.S. government, its agencies, or its
 instrumentalities
 Debt securities and convertible securities of U.S. corporations
 and supranational organizations
 Preferred stocks
 Common stocks
 Publicly- trade foreign securities
 Mutual funds and common trust or commingled funds
 American depository receipts/shares
 Global depository receipts/shares
 The writing (selling) of covered call options
 Real estate, real estate investment trusts, and real estate
 mortgages
 Forward foreign exchange contracts, and bond/currency
 options and futures may be used for the defensive hedging
 of foreign currency exposure
 Limited partnerships
 Securities on margin, short sale of securities, and short
 positions

All investment vehicles selected for the portfolio must have a readily ascertainable market value.

5. Prohibited Investments/Transactions.

Investments in companies which, including predecessors,
 have a record of less than three years of continuous
 operation
 Commodities
 Lettered stock and private placements
 Selling "naked" puts and/or calls
 Derivative securities of any kind
 Adjustable rate issues with coupons which move inversely to
 an index
 Tax exempt securities

³ Investment in mutual funds, limited partnerships or pooled funds may be done so on an exception basis to fully comply with policies established for the Fund. However should the University choose to make such investments, the guidelines established by the mutual fund's prospectus or the pooled fund's guidelines will take precedence, and may not fully comply with policies established for the Fund. The University, through its monitor, shall periodically review the guidelines of any mutual

fund or pooled fund investment in order to determine if they remain appropriate for the Fund.

Securities issued by the managers, their parents or subsidiaries

Assets of the fund in their own interest or for their own account
Transactions involving fund assets on behalf of a party whose interests are adverse to the interests of the fund or its beneficiaries.

Transactions involving third party compensation for their own account from any party in connection with a transaction involving fund assets.

6. Investment Markets for Equities.

The investment manager is authorized to invest in equity securities listed on the New York Stock Exchange, principal regional exchanges, and over-the-counter securities for which there is a strong market providing ready saleability of the specific security. All securities shall be held by a custodian registered and licensed by appropriate bodies such as the Securities and Exchange Commission and the Federal Reserve Board. The terms and conditions of this custodial relationship shall be detailed in a written agreement with the custodian.

The investment manager is also authorized to invest in equity securities traded on foreign exchanges for which there are readily ascertainable market prices and ample trading liquidity.

d. Monitoring and Evaluation.

1. Performance Measurement.

Investment performance and management of the fund and the separately managed portfolios will be evaluated over a three year investment horizon. Evaluation will be conducted based on the quantitative and qualitative standards which are applicable to the Fund and the separately managed portfolios.

(a) Quantitative standards.

- (1) The extent to which the compounded annual rate of return of the total fund equals or exceeds the fund's performance objective.
- (2) The extent to which the compounded annual rate of return of the separately managed portfolio equals or exceeds the portfolio's performance objectives.
- (3) Performance will be measured on a time-weighted basis which recognizes the changes in market value, as well as income received; any appreciation or depreciation that occurs during

the period examined, whether realized through the sale of securities or left unrealized by holding the securities; and eliminates the influence of cash flow or asset transfers that are essentially beyond the control of the manager.

- (b) Qualitative standards.
 - (1) The manager's adherence to the investment policies and guidelines of the Fund.
 - (2) The manager's consistency in the application of their own investment philosophy.
2. The evaluation and monitoring of the Fund will be accomplished as follows:
- (a) Semi-annual meetings of the Board's Committee responsible for the governance of the University financial matters with each of the investment managers to review the following:
 - (1) Review the past investment policy and examine the current investment policy.
 - (2) Develop an understanding of the strategy being used by the investment manager to carry out the current investment policy.
 - (3) Review the present and prospective economic climate.
 - (4) Permit the Board to understand the risk levels of securities represented in the portfolio.
 - (5) Review the performance of the portfolios with respect to the investment objectives at least annually, and possibly more often. While the Board recognizes that performance for an interval as short as one year or less normally is not a fair basis for evaluation of the performance of the investment manager, they do reserve the right to change the investment manager.
 - (b) An annual review meeting of the entire Board with the investment managers to review the performance of the portfolios, the performance of each investment manager, and the goals and objectives of the Fund.
 - (c) Quarterly reviews based on reports prepared by the Board's selected third-party monitoring service.
 - (d) Comparisons of Fund results and a universe comprised of other endowment funds nationwide to make certain the Fund results are in the top 50% as required by the guideline goals.
 - (e) The Board's third party monitor shall be relied on and expected to provide advice whenever appropriate on the composition, performance, and governance (e.g.: policies) of the Fund.

3. Guidelines for probation/termination of an investment manager (Note: These guidelines are also applicable to the Associated Students of the University of Hawai'i at Mānoa ("ASUH") investment managers). The Committee may recommend the termination of any manager and/or consultant(s) at any time if it determines that the manager is no longer appropriate for the Fund.
 - (a) When the investment manager is in violation of the Fund's investment guidelines, the violations should be reviewed with the manager. Consideration may be given to re-establish appropriate guidelines. The manager may be placed on probation for one year. If further violations occur, the manager may be terminated.
 - (b) The investment manager must immediately notify the Board of any pending changes in ownership. This notification places the investment manager on probation. If the change is expected to have a detrimental effect on performance, the manager may be terminated.
 - (c) Upon hiring of the investment manager, a list of key personnel will be provided by the manager to the Board. This will be ordered according to authority. The manager is responsible for updating the list on an as needed basis. If 60% of the key personnel or two of the three top personnel listed have departed from the firm, the manager may be terminated.
 - (d) The investment manager must immediately notify the Board of any pending litigation. Based on the gravity of the suit the possible impact on the investment process, the manager may be placed on probation or terminated.
 - (e) The investment manager may be terminated should it fail to adhere to stated investment philosophy and style, or when that style is no longer compatible with the endowment fund's investment approach.
 - (f) While the Board reserves the right to terminate a manager at any time, it intends to evaluate the manager's investment performance on a trailing 3-year basis. The specific performance tests to determine whether a manager should be placed on probation or terminated will be based on a comparison of the annualized time-weighted total rate of return of the manager's total portfolio on a trailing 3-year basis against the following standards:
 - (1) Equity/Balanced Managers: Annualized return no lower than 30% below the return of the Policy Index, gross of fees ranking no lower than the 65th percentile of a universe of peers.
 - (2) Fixed Income Managers: Annualized return no lower than 10% below the return of the Policy Index, gross of fees ranking no lower than the 65th percentile of a universe of peers.

- (g) If a manager fails either of the applicable performance tests described above, the manager may be placed on probation for 6 months. For this 6-month period, the manager's performance is expected to rank at the 50th percentile or better, or be equal or better than the Policy Index. If this objective is not met, the manager may be terminated. If this objective is achieved, the manager's probationary period may be extended for an additional 6 months. After the second 6-month period, the manager's trailing 12 months performance is expected to rank at the 50th percentile or better, or equal or better than the Policy Index.
 - (1) If the 12-month objective is not attained, the manager may be terminated.
 - (2) If the 12-month objective is achieved and the fund's trailing 3 year performance has been met, probationary status may be removed.
 - (3) If the 12-month objective is achieved, but the fund's investment objective over 3 years has not been met, the manager's probationary period may be extended for an additional 12 months. After this 12-month extension, the fund's last 24-month performance is expected to rank at the 50th percentile or better, or be equal or better than the Policy Index. If these objectives are met, the probationary status will be removed. If it is not attained, the manager may be terminated.
 - (h) The manager is allowed only one 12-month probationary period over any 6-year period. Any subsequent failure of the specific performance tests stated in Section II.A. within a 6-year period after a 1-year probation is considered reason for termination.
 - (i) Four quarters of consecutive under-performance relative to any or all of the above referenced benchmarks will trigger a review with the offending investment managers. All of the qualitative criteria should be reviewed along with an explanation of the underperformance from the manager.
- e. Associated Students of the University of Hawai'i at Mānoa, ASUH Stadium Stock and Investment Policy Objectives and Guidelines.
1. Purpose of the Investment Policy Statement.
 - (a) The purpose of this policy as recommended by the Associated Students of the University of Hawai'i at Mānoa ("ASUH") and adopted by the Board is to establish goals and guidelines for the investment of the ASUH Stadium Stock Fund (hereinafter referred to as the "ASUH Mānoa Stadium Stock Fund"). This policy is promulgated pursuant to and in accordance with the Resolution on the Use of New Income, Principal and Investment of the ASUH Mānoa Stadium Stock Fund

which is attached and incorporated herein as Section 8-10.

It is the intent of this document to state general attitudes, guidelines, and a philosophy which will guide the investment manager toward the performance desired. It is intended that the investment policies be sufficiently specific to be meaningful, but adequately flexible to be practical.

- (b) The ASUH Mānoa Stadium Stock Fund shall be managed at all times in accordance with all applicable laws and regulations, including the Hawaii Uniform Prudent Management of Institutional Funds Act (UPMIFA), Chapter 517E, Hawaii Revised Statutes.

The investment of the ASUH Mānoa Stadium Stock Fund's asset shall be for the exclusive purpose of providing benefits to ASUH and defraying reasonable expenses of administering the ASUH Mānoa Stadium Stock Fund.

- (c) Investment Philosophy of the Board and the ASUH.

The Board and the ASUH recognize that risk (i.e., the uncertainty of future events), volatility (i.e., the potential for variability of asset values) and the possibility of loss in purchasing power (due to inflation are present to some degree with all types of investment vehicles). While high levels of risk are to be avoided, the assumption of a moderate level of risk is warranted and encouraged in order to allow the professional investment manager the opportunity to achieve satisfactory long-term results consistent with the objectives and the fiduciary character of the ASUH Mānoa Stadium Stock Fund.

The Board and the ASUH believe that the ASUH Mānoa Stadium Stock Fund's assets should be managed in a way which reflects the following statement:

The Board and the ASUH feel that bonds and other fixed income securities should be actively managed.

Risks in individual securities, particularly in stocks, shall be acceptable, but the overall fund should be managed in a well-diversified manner so that significant impairment of capital is avoided.

2. Responsibilities of the Board and the ASUH.

The specific responsibilities of the ASUH and the Board in the investment process include and are limited to:

- (a) Acting in accordance with the guidelines under all applicable laws and regulations, including UPMIFA, Chapter 517E, Hawaii Revised Statutes;
 - (b) Determining the ASUH Mānoa Stadium Stock Fund's projected financial needs and communicating it to the investment consultant/financial advisor on a timely basis;
 - (c) Expressing the ASUH Mānoa Stadium Stock Fund's risk tolerance level;
 - (d) Developing sound and consistent investment policy objectives and guidelines, which the investment consultant/financial advisor can use in formulating corresponding investment decisions;
 - (e) Monitoring and evaluating performance results through the investment consultant/financial advisor to assure that policy guidelines are being adhered to, that objectives are being met, and taking appropriate action to replace an investment manager for failure to perform as mutually expected.
3. Responsibilities of the Investment Manager or Fund Manager and the Investment Consultant/Financial Advisor.
- (a) Adherence to Investment Policy Objectives and Guidelines,
 - (b) Discretionary Authority,
 - (c) The investment manager will be responsible for making all investment decisions on a discretionary basis regarding all assets placed under its jurisdiction and will be held accountable for achieving the investment objectives indicated herein. Such "discretion" includes decisions to buy, hold and sell securities (including cash equivalents) in amounts and proportions that are reflective of the manager's current investment strategy and compatible with the ASUH Mānoa Stadium Stock Fund's investment guidelines.
 - (d) The Investment Consultant/Financial Advisor will assist the ASUH Manoa Senate in achieving optimal long-term returns consistent with the endowment's acceptable level of risk and shall perform responsibilities generally comparable to those of the investment consultant for the Board as described herein Section 8-6b(4).
4. Assets Excluded from Investment Manager's Responsibility.

Any securities of the ASUH Mānoa Stadium Stock Fund not constituting a part of the ASUH Mānoa Stadium Stock Fund or any other securities or assets which are not entrusted to the investment manager's "discretionary" investment authority will not be deemed managed by the investment managers and, therefore, such assets will not be its responsibility.

5. Compliance with UPMIFA Rules and Appropriate Legislation.

(a) The investment managers are responsible for compliance with the UPMIFA rules, as it pertains to their duties and responsibilities as fiduciaries.

(b) The investment manager(s) shall:

- (1) Acknowledge in writing his recognition and acceptance of full responsibility as fiduciary in accordance with applicable federal and state legislation; and
- (2) Be registered under the Investment Advisory Act of 1940 or be exempt from the 1940 Act.

6. Communication and Reporting.

The investment consultant/financial advisor shall communicate on a timely basis with the Board and the ASUH Investments Committee:

- (a) Major changes of investment strategy, asset allocation and other investment philosophy related matters;
- (b) Significant changes in the ownership, organizational structure, financial conditions or senior personnel staffing;
- (c) Recommendations that any particular guideline be amended ;
- (d) Notices of transaction activity and quarterly performance reports;
- (e) Information requested by the Board and/or the ASUH in the conduct of their own evaluation of portfolio management.

7. Performance Objectives and Guidelines.

The performance objectives stated herein will be sought over a three-year moving average which will be construed as a market cycle, ending three years following the appointment of the investment manager.

(a) Absolute Performance Objectives.

The ASUH Mānoa Stadium Stock Fund primarily seeks consistency of investment return through a growth and income objective with emphasis on total return.

(b) Relative Performance Guidelines.

Relative performance guidelines are stated only as an indication of the investment climate within which this ASUH Mānoa Stadium Stock Fund is managed and a guide in evaluating how the manager is performing relative to the investment climate.

(1) The ASUH Mānoa Stadium Stock Fund hopes that the plan's equity portion of the portfolio will outperform the Standard and Poor's 500 over the market cycle.

(2) The ASUH Mānoa Stadium Stock Fund would expect the portfolio's fixed income portion will perform in line with the Barclays Aggregate Bond Index.

8. General Investment Guidelines.

(a) Safety of Principal.

The criterion of safety of principal should not be imposed on each commitment. However, the portfolio taken as a whole, must be structured primarily to protect it against long-term erosion of capital.

(b) Liquidity Needs.

The investment consultant/financial advisor shall arrange to have sufficient funds on hand in the form of cash equivalents to meet anticipated disbursements from the ASUH Mānoa Stadium Stock Fund. A minimum of \$50,000 should be retained in cash equivalents at all times to meet the operation needs of the ASUH.

(c) Funding Policy.

The ASUH Investments Committee shall have the responsibility for:

(1) Recommending and carrying out a funding policy and method which is consistent with the objectives of the plan and the operating fund requirements of the ASUH. Consideration should be given to the plan's short-term and long-term needs.

(2) Establishing the desired net payout from the portfolio and providing the investment consultant/financial advisor with an

estimate of cash flows and cash withdrawal needs for the coming year.

(3) Establishing the maximum payout which should not exceed 5% of the total portfolio.

(d) Types of Assets.

All assets selected for the portfolio must have a readily ascertainable market value and must be readily marketable. In order to provide the investment manager with freedom to invest in various types of assets, the following list of types of assets is among those approved for investment:²

- Savings Accounts
- Commercial Paper with A-1 or P-1 rating
- Certificate of Deposit
- Money Market Funds/Common Trust Cash Equivalent Funds
- U.S. Government or its Agencies
- Securities guaranteed by or collateralized by Securities guaranteed by the U.S. Government or its Agencies
- Debt securities and convertible securities of U.S. Corporations and supranational organizations
- Preferred stocks
- Common stocks
- Publicly trade foreign securities
- Mutual funds and common trust or commingled funds
- American depository receipts/shares
- Global depository receipts/shares
- The writing (selling) of covered call options
- Real estate, real estate investment trusts, and real estate mortgages
- Forward foreign exchange contracts, and bond/currency options and futures may be used for the defensive hedging of foreign currency exposure
- Limited partnerships
- Securities on margin, short sale of securities, and short positions

The following types of assets or transactions are expressly prohibited:

² Investment in mutual funds, limited partnerships or pooled funds may be done so on an exception basis to fully comply with policies established for the ASUH Mānoa Stadium Stock Fund. However should the ASUH choose to make such investments, the guidelines established by the mutual fund's prospectus or the pooled fund's guidelines will take precedence, and may not fully comply with policies established for the ASUH Mānoa Stadium Stock Fund. The ASUH, through its investment consultant/financial advisor, shall periodically review the guidelines of any mutual fund or pooled fund investment in order to determine if they remain appropriate for the ASUH Mānoa Stadium Stock Fund.

Investments in companies which, including predecessors, have a record of less than three years of continuous operation

Commodities

Lettered stock and private placements

Selling "naked" puts and/or calls

The use of adjustable rate issues with coupons which move inversely to an index

Tax exempt securities

Securities issued by the managers, their parents or subsidiaries

Assets of the fund in their own interest or for their own account

Transactions involving fund assets on behalf of a party whose interests are adverse to the interests of the fund or its beneficiaries.

Transactions involving third party compensation for their own account from any party in connection with a transaction involving fund assets

(e) Risk Management Guidelines.

The Board and the ASUH recognize that the capital markets can be unpredictable at times and that any investment posture could result in periods whereby the market values of the ASUH Mānoa Stadium Stock Fund can decline in the account values. In this desire to limit risk, adherence to the asset allocation guidelines is paramount.

(f) Minimum Criteria for Selection.

(1) Equities

Equity investments will be made primarily in quality common stocks, convertible preferred stocks and convertible bonds, with an emphasis on total return. Investments managers should invest for longer term; however, this should not preclude the investment manager from making interim changes to meet the investment goal of the fund.

(2) Fixed Income.

Fixed income will be made up primarily of investment grade securities with the objective of total return.

(g) Diversification.

(1) Equities.

The investment manager will not be required to invest in equity securities representing a cross section of the economy. However, the investment manager will be allowed to choose the degree of

concentration in any industry up to a maximum limit of 15% of total equities in any one industry at cost and a maximum limit of 10% in any one company.

(2) Fixed Income.

To avoid the risk of concentration of assets, individual bond positions other than obligations of the U.S. Government should not comprise more than 5% of the total fixed income portion of the portfolio. In addition, no more than 15% of the fixed income investment may be lower than investment grade.

9. Asset Distribution.

The Board and the ASUH wish to set the following asset mix guidelines which should be rigidly observed.

EquitiesMaximum 70% - Minimum 20%
 BondsMaximum 70% - Minimum 20%
 Cash or Cash Equivalents ...Maximum 60% - Minimum 5%

10. Evaluation and Review.

- (a) Portfolio management performance will be measured on a year-to-year basis and will be evaluated over a three-year moving average. The following factors will be evaluated:
- (1) The time weighted return of the total portfolio vs. the ASUH Mānoa Stadium Stock Fund's stated investment objectives.
 - (2) The relative performance of the equities vs. the Standard and Poor's 500 Index.
 - (3) The relative performance of the fixed income investments vs. the Barclays Aggregate Bond Index.
 - (4) The manager's initiation of communication expressing its view and recommendations regarding the Investment Philosophy.
 - (5) The manager's consistency in the application of its own investment philosophy, such as its criteria of security selection and investment strategy.
- (b) Any large deviation from expected results or performance guidelines may require the consideration to alter and amend the investment

policies of the ASUH Mānoa Stadium Stock Fund.

(c) While the ASUH intends to fairly evaluate the portfolio performance over the agreed upon period of evaluation, they reserve the right to change the investment manager if there is unacceptable justification for poor results. The two most serious threats to the confidence regarding any investment manager are:

(1) Inconsistency of approach—having no visible philosophy or not adhering to a stated investment strategy.

(2) Poor supervision of individual stock investments.

(d) Fund and/or Manager Selection Process.

(1) Classification.

Classification of a fund into the proper asset class type (i.e. U.S. large-cap value) should be used when analyzing the funds/manager by peer group. Consider the consistency of return. Understand and compare the risk a fund or manager has taken in order to generate its returns. The quantitative process should be initiated by screening for all funds/managers in the same classification.

(2) Peer Performance.

The second step in the process is looking for the top performers over a 3-, 5- and 10-year period. A top performing fund/manager would have its historical performance ranked in the top 33% percentile relative to its peer group or fund classification for each period of time (3, 5 and 10 years).

(3) Consistency of Performance.

The third step is determining the consistency of the returns. The same manager(s) should be in place during the performance period being evaluated.

(4) Risk.

The fourth step is determining the risk a manager has taken in order to achieve the returns.

(e) Guidelines for probation/termination of an investment manager will follow Regents policy, Section 8-6d(3).

11. Reporting Requirements.

(a) ASUH shall meet with the investment consultant/financial advisor at least quarterly, unless otherwise mutually agreed upon, but no less than four times a year, on the following:

- (1) To discuss current portfolio structure and asset allocation policy.
- (2) To review specific investments and their appropriateness to the portfolio.
- (3) To gain insight into the manager's investment strategy as it relates to their outlook on the economy and stock market.
- (4) To evaluate comparative performance figures.
- (5) To review long-range philosophy/strategy vis-à-vis the Fund's ongoing needs or objectives.

(b) The ASUH shall obtain the following information from their investment consultant/financial advisor to assist in their evaluation of the ASUH Mānoa Stadium Stock Fund's performance and management on a quarterly basis.

(1) Account Information.

Summary of Investment Portfolio
 Common Stock Summary
 Portfolio Holdings—By industry diversification
 Schedule of Additions and Disbursements
 Schedule of Interest and Dividends Received
 Schedule of Purchases
 Schedule of Sales
 Schedule of Realized Gains and Losses

(2) Performance Evaluation.

The investment consultant/financial advisor shall provide an evaluation of the investment managers' performance based on the investment policy objectives and guidelines.

(3) Communications.

The investment consultant/financial advisor shall make recommendations in writing as to changes the investment consultant/financial advisor believes will be prudently beneficial to the ASUH Mānoa Stadium Stock Fund, such as changes in the ASUH Mānoa Stadium Stock Fund's investment guidelines when appropriate.

f. Name.

All securities held by the University shall be registered in the name "University of Hawai'i."

g. Investment Responsibility.

1. Statement. The primary fiduciary responsibility of the Board in managing the University's endowment funds is to attain an adequate financial return on those resources, taking into account the amount of risk appropriate for University investment policy.

However, when the Board adjudges that corporate policies or practices cause substantial social injury, the Board, as a responsible and ethical investor, shall give independent weight to this factor in its investment policies and in voting proxies on corporate securities.

2. Policy Guidelines. The Board shall normally not vote on any shareholder resolution involving social issues unless they conclude that a company's activities cause substantial social injury and such activities are the subject of a shareholder proposal which would eliminate or materially reduce the substantial social injury. The Board will vote on the proposal, provided such action is not inconsistent with the Board's fiduciary obligations. In cases where the proposed remedy is deemed unreasonable, the Board may abstain.

Where the Board concludes that a company's activities or policies cause substantial social injury, and the Board concludes that: (a) a desired change in the company's activities would have a direct and material effect in alleviating such injury; (b) the Board has exhausted its practicable shareholder rights in seeking to modify the company's activities to eliminate or reduce the substantial social injury thereby caused; (c) the company has been afforded the maximum reasonable opportunity to alter its activities; and (d) no alleviation of the substantial social injury by the company is likely within a reasonable time, the Board will consider the alternative of not continuing to exercise its shareholder rights under the previous paragraph, and may instead, when such an action is consistent with its fiduciary obligations, direct its investment managers to sell the securities in question within a reasonable period of time and in a prudent manner. Failure to meet the above guidelines presumes that no new investments will be made in such companies provided such action is consistent with the fiduciary duties of the Board.

If the Board concludes that a specific Board action otherwise indicated under these Guidelines is likely to impair the capacity of the University to carry out its educational mission and/or meet its financial obligations, then the Board need not take such action.

h. Short-term investments.

It is the policy of the Board to invest its funds in excess of immediate requirements in investments permitted under section 36-21, short-term investment of state moneys, Hawai'i Revised Statutes.

1. The objectives of the University's short-term investment policy are:
 - (a) Safety—To safeguard University funds by minimizing risk through collateralization, diversification and by depositing funds into federally-insured banks and savings and loan associations.
 - (b) Liquidity—To insure the availability of funds to meet University payments by the timely forecasting of cash requirements and the selection of securities that can be promptly converted into cash with a minimum risk of loss in principal.
 - (c) Yield—To maximize interest earnings on University investments by investing idle funds to the maximum extent possible.
2. The guidelines for short-term investments are:
 - (a) Banks and savings and loan associations without collateral agreements with the University and insured by the Federal Deposit Insurance Corporation "FDIC" or the Federal Savings and Loan Insurance Corporation "FSLIC": The maximum amount of the investment is not to exceed the maximum insurance coverage provided by the FDIC or FSLIC.
 - (b) Banks and savings and loan associations with collateral agreements with the University and Insured by the FDIC and FSLIC: The amount invested will be on the basis of the highest interest rate available for such maturity at the time the investment is placed.
3. Other investments shall observe the objectives of safety, liquidity and yield. Prudent risk control shall be of paramount importance in investment decisions with emphasis placed on the probable safety of capital rather than the probable income to be derived.
4. Investments with local depositories are to be made at bank branches which service University checking accounts or the main office of banks and savings and loan associations or at branches designated by the main office.
5. Collateralization of short-term investments is required under this policy for all deposits exceeding the maximum amount of federal deposit insurance.

6. The President or his/her designees are authorized to manage the University's short-term investment program. The Board will review the performance of the short-term investment program at least annually.

Section 8-7 Travel.

The President or his/her designees are delegated the authority to approve on behalf of the Board all travel requests. The President shall establish policies and procedures in implementing this delegation and conditions and criteria for the approval of travel. The President shall provide such travel reports as may be requested by the Board. The President or his/her designees are to insure that all State and Federal laws, rules, regulations and policies are adhered to and that adequate records are maintained for all travel.

Section 8-8 Gifts.

The Board, by statute, shall be the official recipient of all gifts to the University. Gifts or bequests to the University with inappropriate conditions attached to them shall be refused. Gifts without conditions may be accepted by the President on behalf of the Board. Gifts with conditions, regardless of value, shall be considered for acceptance by the Board.

Section 8-9 Fund Raising.

- a. Fund raising campaigns conducted for the benefit of, and in the name of, the University, or any of its affiliate units, for whatever purpose, must be given prior approval in writing by the President. When Board policy appears to be involved, or should the campaign require University funds or have a goal in excess of \$50 million, the matter will be taken to the Board for approval.
- b. The President may process applications from faculty members to local foundations for funds for various purposes if, in the opinion of the administration, the applications are worthy of support from foundations, with the understanding that these applications are not to take the place of the ones submitted by the administration.
- c. The University of Hawai'i Foundation ("Foundation") is a not-for-profit corporation established to raise funds for the University. The President is authorized to serve on the Board of Trustees of the Foundation if requested to do so by the Foundation.
- d. The Board wishes to acknowledge the service of volunteer groups and nonprofit organizations and to encourage their support on behalf of the University. These entities provide valuable assistance in fundraising, public outreach, and other support for the University's mission. The most common forms of such organizations are support groups and alumni chapters.

At the same time, as a public trust and the beneficiary of the funds raised, the University is obligated to require that the funds raised by such entities be adequately controlled and properly expended. The President shall promulgate such necessary policies and procedures that provide for the official recognition of groups and includes provisions that promote the fulfillment of the envisioned support of the University by the group and compliance with usual and common business and regulatory practices.

Section 8-10 Resolution on Use of New Income, Principal, and Investment of ASUH-Mānoa Stadium Stock Fund dated January 18, 1979.

WHEREAS, 1,481 shares of stock of Honolulu Stadium, Ltd., were held in the name of the Associated Students of the University of Hawai'i-Mānoa (herein after referred to as the "ASUH"); and

WHEREAS, upon liquidation of said Honolulu Stadium, Ltd., proceeds of \$839,258.77 was paid in respect of said 1,481 shares; and

WHEREAS, said proceeds of the redemption of said 1,481 shares shall be used to constitute the "ASUH Stadium Stock Fund" (herein after referred to as the "Fund"); and

WHEREAS, the Board of Regents of the University of Hawai'i (herein after referred to as the "Board") and the ASUH have agreed upon procedures set forth herein below for the use of the net income, principal, and investment of the Fund;

NOW, THEREFORE, be it resolved that the following procedures shall govern with respect to the Fund:

1. Annual Payout.
Annual payout, as defined and established in the below-mentioned "Investment Goals and Guidelines," shall be included as revenues in the annual ASUH budget for the exclusive use of the ASUH.
2. Principal.
The Board, only upon the recommendation of the ASUH Senate, may authorize the invasion of the principal, or any portion thereof, of the Fund for capital projects or other specific activities for the benefit of the ASUH.
3. Establishment of Investment Goals and Guidelines. (Amended April 12, 2012)
The Board, upon the recommendation of the ASUH Senate, shall establish investment goals and guidelines which shall govern the investment of the Fund.

4. Selection of Investment Managers.

The Board, upon the recommendation of the ASUH Senate, shall select an investment manager(s) who shall be responsible for the management of the Fund and shall be delegated limited (buy-sell decisions) investment authority.

5. Investment Consultant/Financial Advisor.

The Board, upon the recommendation of the ASUH Senate, shall select an investment consultant/financial advisor to monitor the performance of the investment manager(s).

6. Action of the Board of Regents.

(a) All matters in connection with the Fund shall be referred to the appropriate committee of the Board. Except when such committee meets in executive meetings, as provided by law, a duly appointed representative of the ASUH Senate shall be entitled to participate in such committee meetings when the committee considers any matter in connection with the Fund and shall be notified of all such committee meetings.

(b) All recommendations of the ASUH Senate with respect to the Fund shall be submitted to the University of Hawai'i administration which shall have 45 calendar days upon receipt of such recommendations to accept, modify or reject such recommendations and submit its recommendations to the Secretary of the Board of Regents. The 45-day period shall commence upon receipt of the ASUH recommendations by the Chancellor of the University of Hawai'i at Mānoa.

Upon mutual agreement in writing between the ASUH Senate and the University of Hawai'i administration, the deadline of 45 calendar days may be extended.

Upon receipt of the University of Hawai'i administration's recommendation by the Secretary of the Board, the Board shall have 45 calendar days to approve, modify or reject the administration's recommendation, which deadline may be extended by the Secretary of the Board for periods of 15 calendar days for reasonable cause upon notice of such extension(s) to the ASUH Senate.

7. Responsibility of the Board of Regents.

The Board of Regents shall have the authority and responsibility for the Fund as set forth herein and may take whatever action it deems appropriate and prudent with respect to said Fund.

The Board shall, however, consult with and solicit the recommendations of the ASUH Senate prior to acting on any Board initiated proposal with respect to the Fund except in emergency situations.

Section 8-11 Guidelines on Use of Income from the University of Hawai'i Mānoa Stadium Stock Fund, Proceeds from the Sale of the Kaimuki Observatory Lot and from the Rental of University Property.

The payout of income earned from (a) the Mānoa Stadium Stock Fund, (b) the proceeds of the sale of the Kaimuki Observatory Lot, and (c) the rental of University property herein called the Fund, shall not exceed 6% of the market value of the Fund on June 30 of the preceding year and shall be allocated in accordance with the following guidelines:

- a. The annual payout from the investment of proceeds from the liquidation of donated shares of the Honolulu Stadium, Ltd., supplemented as needed by the payout from the balance of the Mānoa Stadium Stock Fund shall be allocated as follows:
 - (1) A maximum of fifty percent of the potential payout from the Mānoa Stadium Stock Fund, as calculated above, on an annual basis, or so much thereof as may be needed as determined by the President, for scholarships for student athletes and student support services at the University of Hawai'i at Mānoa.
 - (2) A maximum of fifteen percent of the potential payout from the Mānoa Stadium Stock Fund, as calculated above, on an annual basis, or so much thereof as may be needed as determined by the President, for scholarships for student athletes and student support services at the University of Hawai'i at Hilo.
 - (3) A maximum of \$50,000 from the balance of the Mānoa Stadium Stock Fund for projects authorized by the President in consultation with the Board that would assist the University in meeting its different obligations and opportunities and such other projects that would further the interest of the University. Grants for individual projects are limited to \$15,000. Requirements in excess of the maximum limitations notes above require specific Board approval.
 - (4) A maximum of \$25,000 from the balance of the Mānoa Stadium Stock Fund for cash awards authorized by the Board or by the President in consultation with the Board, including the Board of Regents' Medal for Excellence in Teaching, Board of Regents' Medal for Excellence in Research, Willard Wilson Distinguished Service Award, and Excellence in Building and Grounds Maintenance Award.
- b. The balance of annual payout from the Mānoa Stadium Stock Fund, or so much thereof as may be required, may be allocated annually by the Board based on proposals submitted by the President for the following purposes:

- (1) Student financial aid programs available to students on all campuses, including scholarships, grants-in-aid, loans and student employment.
 - (2) Other student-related needs not normally provided by legislative appropriations. Such allocations shall be on a "one-shot" basis, and shall not be provided for continuing programs other than for initial development and "start-up" purposes, with future funding to come from other sources.
- c. The President may set aside any unused balance of the Mānoa Stadium Stock Fund to support the Regents' and Presidential Scholarships Programs.
 - d. The President shall provide an annual report to the Board regarding the payout of income from the Mānoa Stadium Stock Fund and from the proceeds of the Sale of the Kaimuki Observatory Lot.

Prepared by the Office of the
Senior Vice President for Administration
This is a new Policy.

UNIVERSITY OF HAWAI'I

EXECUTIVE POLICY - DELEGATION OF AUTHORITY November 1997

P 1 of 1

ES.106 Authority to Execute Contractual Documents for Procuring
Goods and Services and Entering into Cooperative
Agreements for the Office of Intercollegiate Athletics,
University of Hawai'i at Mānoa

Source of Delegation:

Board of Regent's Bylaws and Policies, Section 8-1a;
2-2(b) (4)

Authority Delegated to:

Director of Intercollegiate Athletics, University of Hawai'i
at Mānoa, and his designees to execute contractual documents
for procuring goods and services with moneys from the
University of Hawai'i at Mānoa Intercollegiate Athletics
Revolving Fund and for entering into cooperative agreements
for the Office of Intercollegiate Athletics, University of
Hawai'i at Mānoa.

Effective Date of Delegation:

November 1, 1997



UNIVERSITY
of HAWAII[®]
SYSTEM

M.R.C. Greenwood, Ph.D.
President

July 12, 2012

MEMORANDUM

TO: Vice Presidents
Chancellors

FROM: M.R.C. Greenwood
President

SUBJECT: E8.106, Authority to Execute Contractual Documents for Procuring Goods and Services and Entering into Cooperative Agreements for the Office of Intercollegiate Athletics, University of Hawai'i at Mānoa

Effectively immediately, authority delegated in accordance with the above cited Executive Policy E8.106 is suspended. Other standing University policies, procedures and signatory authority relating to the procuring of goods and services and entering into cooperative agreements shall apply.

cc: Vice President for Student Affairs and University/Community Relations and
Acting UHM Athletic Director Rockne Freitas

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Honolulu, Hawai'i 96822
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An Equal Opportunity/Affirmative Action Institution

Prepared by the Office of the Vice President
Budget and Finance/Chief Financial Officer
This is a NEW Executive Policy

UNIVERSITY OF HAWAII

EXECUTIVE POLICY – FUND RAISING
October 2011

E 8.209
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I. Introduction

In Section 8-9, Fund Raising, Board of Regents policies, the Board provides that the Regents of the University of Hawai'i wish to acknowledge the service of volunteer groups and nonprofit organizations and to encourage their support on behalf of the University. These entities provide valuable assistance in fund raising, public outreach and other support for the University's mission. The most common forms of such organizations are Support Groups and Alumni Chapters.

The University expects that affiliated volunteer groups or nonprofit organizations desiring to be associated with the University shall seek formal and continued recognition by the University. Further it is the University's expectation that volunteer groups and nonprofit organizations formally recognized by the University shall comply with applicable laws, rules, regulations, and University policies.

II. Purpose

The purpose of this executive policy is to fulfill the provisions of Section 8-9, Fund Raising of the Board of Regents policies that the President shall promulgate such necessary policies and procedures that provide for the official recognition of groups and includes provisions that promote the fulfillment of the envisioned support of the University by the group and compliance with usual and common business and regulatory practices. For purposes of this Executive Policy volunteer groups and nonprofit organizations are defined as those entities having as their intent and purpose the establishment and maintenance for an indefinite period of time an affiliation with the University.

III. Responsibilities

The President: As provided for in Board of Regents policy Chapter 8-9, the President shall promulgate such necessary policies and procedures that provide for the official recognition of volunteer groups and nonprofit organizations including provisions that promote the fulfillment of the envisioned support of the University by the group and compliance with usual and common business and regulatory practices.

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The Vice President for Budget and Finance/CFO: Shall prepare draft executive policies relating to fund raising for consideration by the President and shall be responsible for monitoring compliance with fund raising guidelines on a system wide basis.

Vice President for Student Affairs and University/Community Relations: Shall be responsible for promoting and coordinating with volunteer groups and nonprofit organization groups by encouraging and supporting the development of University support programs and initiatives throughout the system and collaborating with campuses in providing assistance in communications.

Chancellors: Shall be responsible for promoting, coordinating, collaborating and monitoring volunteer groups and nonprofit organizations by (a) encouraging and supporting the development of campus support programs and initiatives, (b) acknowledging the service of volunteer groups and nonprofit organizations, and (c) monitoring compliance with usual and common business and regulatory practices.

Chief Executive of a Volunteer Group or Nonprofit Organization: Shall monitor the group's or organization's operations for conformity with University policy requirements to include the annual submission of an IRS Form 990 or such other information as may be required by the University in association with formal University recognition of the group or organization.

IV. Guidelines

For volunteer groups and nonprofit organizations to be eligible to be officially recognized as a University of Hawaii affiliated volunteer group or nonprofit organization, the volunteer groups and nonprofit organizations, except for the University of Hawai'i Foundation and the Research Corporation of the University of Hawai'i, must comply with the following:

A. Obtaining Recognition

1. To obtain official recognition, a volunteer group or nonprofit organization shall apply in writing to the respective campus Chancellor. Such application shall contain the following information:
 - a. Name of the organization
 - b. Purpose of the organization
 - c. Campus or University unit benefited
 - d. Disclosure of any conflicts of interests
 - e. Identification of any University resources expected

In evaluating request for official recognition the Chancellor shall consider liability and as appropriate ensure the establishment of safeguards for the University based on consultations with the Office of the General Counsel.

- B. By April of each year, Chancellors shall submit to the President who shall forward to the Board:
1. A listing of those volunteer groups and nonprofit organizations that have received official recognition by the campus as providing valuable assistance in fund raising, public outreach, and other support for the University's mission.
 2. Included in the annual listing of volunteer groups and nonprofit organizations shall be citation of the accomplishments of volunteer groups and nonprofit organizations and how the campus recognized the efforts of the groups' fund raising, public outreach, and other support for the University's mission.
 3. Along with the volunteer groups and nonprofit organizations, the campus shall submit an explanation of the campus' efforts to ensure that the volunteer groups and nonprofit organizations are in compliance with usual and common business and regulatory practices and consistent with the overall educational mission of the University. For officially recognized alumni chapters, the University of Hawai'i Foundation's Office of Alumni Relations shall submit certifications to the President with copy to appropriate Chancellor regarding an official recognized alumni chapters' compliance with the executive policy.
 - a. As evidence of compliance, groups and organizations should submit and chancellors should maintain current copies of the organization's constitution/ charter and bylaws.
 - b. On an annual basis, a copy of audited or unaudited financial statements with accompanying reports of an auditor, if any, regarding the volunteer group's and nonprofit organization's financial status and any other documentation indicating compliance with usual and common business and regulatory practices and applicable laws, rules, e.g., IRS, regulations and policies.
 4. The chancellor's office shall annually review its relationship with each volunteer group and nonprofit organization for purposes of determining whether the campus, on behalf of the University, should continue or discontinue recognition of the organization.
- C. All fund raising campaigns done for the benefit of the campus unit or University shall be coordinated by the University of Hawai'i Foundation in accordance with the Foundation's policies and procedures. The Foundation shall also act as fiscal agent for funds raised and expended in this way.

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- D. The University and Foundation shall ensure that all support in the form of contracts and grants from federal, state, local and foreign governmental, quasi-governmental or private organizations shall continue to be solicited and accepted directly by the University, unless such support is clearly in the form of a gift. The University's Office of Research Services shall be consulted on all matters related to contracts and grants.

System wide alumni activities shall be coordinated with the Office of the Vice President for Student Affairs and University/Community Relations and the University of Hawai'i Foundation's Office of Alumni Relations.

- E. Non-recognized Entities

Without formal recognition, a volunteer group or nonprofit organization shall not (a) represent itself as raising funds or otherwise providing support on behalf of or for the benefit of the University or any unit thereof; (b) use the name of the University of Hawai'i or any of its campuses, facilities, or programs expressly or by implication; or (c) use University facilities, equipment, personnel, or other resources.

- F. Compliance

It shall be the responsibility of the volunteer group or nonprofit organization to comply with applicable law, rules, regulations and University policies. As it relates to compliance with applicable University rules, regulations and policies, upon failure of a volunteer group or nonprofit organization to comply, the University may initiate appropriate action that may include withdrawal of the University's official recognition of the volunteer group or nonprofit organization and as appropriate, initiation of legal action.

- G. Exceptions

Chartered Student Organizations and Registered Independent Organizations as provided for in Sections 7-2 and 7-3 of Board of Regents Policies shall be exempt from the provisions of this Executive Policy, but shall be subject to other policies and procedures as may be promulgated and applicable to these organizations relating to fund raising.

The Chancellor may make exemptions to the financial reporting requirements for volunteer groups and University affiliated non-profit organizations, e.g., one-time fund raising events such as those associated with promoting and supporting the culinary arts programs, when it is in the best interest of the University and such exceptions shall be included in the annual submission to the President.

CHAPTER 13

USE OF UNIVERSITY-OWNED FACILITIES

- §20-13-1 Purpose
- §20-13-2 Delegation of authority
- §20-13-3 Statement of policy
- §20-13-4 Use by registered student, faculty or staff organizations
- §20-13-5 Use by organizations without university affiliation
- §20-13-6 Speech and assembly
- §20-13-7 Solicitation
- §20-13-8 Other uses
- §20-13-9 Severability

§20-13-1 Purpose. The University of Hawaii is a multi-campus system of post-secondary education conducting education, research, and public service programs for the State, the nation and the world community. The responsibility of the board of regents to operate and maintain an effective and efficient university system dedicated to these pursuits requires that the facilities of the various component institutions be regulated to insure the uninterrupted conduct of their affairs. This chapter establishes guidelines for the short-term occasional use of facilities under the control of the board of regents and delegates authority to adopt practices and procedures, as appropriate, for implementation. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-2 Delegation of authority. The board delegates its authority to promulgate practices and procedures governing the use of university owned or operated facilities in accordance with this chapter to the president. The president may delegate so much of this responsibility to the chief executive officers of the institutions within the University of Hawaii system as the president deems to be within the best interest of the university. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-3 Statement of policy. The University of Hawaii is committed to furthering the educational development of the university community. In this regard, the university recognizes the importance of a wide range of student, faculty, and staff activities.

§20-13-3

This does not mean that the university endorses the philosophy or views of the organizations or individuals conducting or participating in those activities.

[Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-4 Use by university-affiliated organizations. Registered student, faculty, or staff organizations and other university-affiliated organizations may use an institution's buildings or grounds or both in compliance with reasonable and nondiscriminatory institutional policies that shall specify the procedures under which those organizations may reserve the institution's buildings or grounds, or both, for their use. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-5 Use by organizations without university affiliation. (a) The university, as a public institution, is not in competition with other institutions or commercial enterprises in the rental of facilities. There are circumstances, however, in which the nature of the activity is particularly appropriate to a campus facility. In these cases, the university may enter into rental agreements with organizations without university affiliation. Use of university grounds and physical facilities by such organizations shall be subject to this chapter.

(b) Organizations without university affiliation which intend to operate charitable, civic, community, cultural, or educational activities on a not-for-profit basis and whose activities are appropriate for designated university owned facilities may use the designated facilities where the use does not infringe upon, delay, or conflict with the normal operation of the university's campuses.

(c) The availability of the institution's facilities for functions other than the institution's own activities shall be strictly subject to the needs and the convenience of the institution, which is always to have priority in the scheduling of facilities. In the event of conflicting demands for use of the institution's facilities by organizations without university affiliation, scheduling priority shall be given to those activities which further university purposes.

(d) Organizations without university affiliation authorized to use university-owned or operated facilities shall be required to:

- (1) Observe established university and campus rules and policies.
- (2) Indemnify, defend, and hold harmless the university and the State of Hawaii from any liability arising out of the actions of the organization or its agents incidental to the use of the facilities by the organization.
- (3) Reimburse the university for any damage (beyond normal wear and tear) to the facilities resulting from their use.
- (4) Compensate the university according to the terms provided in the agreement for use of university owned facilities.
- (5) Provide evidence of appropriate and adequate insurance protection covering property damage, personal injury, or death arising out of the use of university owned facilities. The president or a designee may waive this requirement upon an adequate showing of responsibility by the organization.
[Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4)
(Imp: HRS §§304-2, 304-4)

§20-13-6 Speech and assembly. (a) The president or a designee shall designate one or more appropriate public forum areas on campus where individuals may assemble and engage in public speech activities.

(b) Individuals utilizing a designated public forum area on campus must comply with university and campus rules and policies.

(c) When a location other than a designated public forum area is utilized for public speech activities, the practices and procedures governing the time, place, and manner of such activities to be established shall be observed. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-7 Solicitation. (a) No solicitation shall be conducted in any building, structure, facility, or on any grounds, sidewalks, or streets on the campus of any institution.

(b) The following activities shall not be deemed solicitations prohibited by this section:

- (1) Sale or offer for sale of any newspaper, magazine, or other publications by means of a vending machine in an area designated by the institution, or the sale or offer for sale of such materials by individuals which is conducted in compliance with the practices and

§20-13-7

- procedures governing the time, place, and manner of such activities to be established.
- (2) Sale or offer for sale of any food or drink items by means of a vending machine operated by the institution or its subcontractor in an area designated by the institution.
 - (3) The operation by the institution or its subcontractor of any bookstore, specialty store, laundry, cafeteria, bank, barber shop, or other service facility maintained for the convenience of the students, faculty or staff.
 - (4) The collection of tuition, fees, and charges in connection with the operation of the institution.
 - (5) The collection of membership fees or dues by registered student, faculty or staff organizations.
 - (6) The collection of admission fees for the exhibition of movies, speakers, or other programs that are conducted or sponsored by the institution, or a registered student, faculty or staff organization.
 - (7) Fundraising activities sponsored by and intended to support a registered student, faculty, or staff organization or other university affiliated organizations.
 - (8) Fundraising activities sponsored or co-sponsored by the institution.
 - (9) The sale or offer for sale of any publication of the institution or of any book or other printed material to be used in the regular academic work of the institution.
 - (10) The sale of goods or services, admission charges, fees, or other solicitation of funds in conjunction with an activity authorized under §20-13-5 when it is established to the satisfaction of the institution that the proceeds therefrom are to be used exclusively to defray the expenses of conducting that activity.

(c) The president may except other forms of solicitation from section 20-13-7(a) if the president determines this to be in the best interest of the university. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-8 Other uses. The president or a designee shall establish practices and procedures for uses of university owned or operated facilities not covered by this chapter. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-9 Severability. If any provision of this rule, or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the rule which can be given effect without the invalid provision or application, and to this end the provisions of this rule are severable.

CHAPTER 10

LAND AND PHYSICAL FACILITIES

Section 10-1 Interests in Land.

The President and his/her designee(s) are delegated the authority to approve all transactions involving the acquisition or conveyance of land and interests in land unless, after consultation with the Board the President determines that the acquisition or conveyance will have an impact on a program, require a change in Board policy, or may engender controversy, in which case prior approval of the Board shall be required.

Documents for the acquisition or conveyance of land and interests in land shall be executed on behalf of the University by any two of the following officers: the President, Vice President for Budget and Finance/Chief Financial Officer, the Executive Administrator and Secretary of the Board of Regents, or the Director of Procurement and Real Property Management.

Section 10-2 List of Actions Exempt from Filing of Environmental Impact Statement.

The President is delegated the authority to add to or delete from the List of Exempt Classes of Action Pursuant to Rule 1:33a of the Regulations of the Environmental Quality Commission, as operational needs change

Section 10-3 Use of University-Owned Facilities. The President is delegated the authority to promulgate practices and procedures governing the use of university-owned or operated facilities.

Section 10-4 Child Care Programs. The President is delegated the authority to promulgate practices and procedures governing child care programs and use of such facilities.

Section 10-5 Parking and Operation of Motor Vehicles. The President is delegated the authority to promulgate policies and procedures for the parking and operation of motor vehicles on University campuses. (For the respective campuses, see Administrative Rules, Title 20, University of Hawai'i, Chapter 12.)

Prepared by the Office of Capital Improvements
This is a NEW Executive Policy.

UNIVERSITY OF HAWAII

EXECUTIVE POLICY – POLICY TO GOVERN THE USE OF UNIVERSITY
OWNED OR OPERATED FACILITIES
JULY 2011

E10.301
Page 1 of 1

I. Introduction

This Executive Policy embodies former Board of Regents Policy relating to the policy to govern the use of University owned or operated facilities. With the Board of Regents delegation of authority to the President relating to policy to govern the use of University owned or operated facilities”, the intent of this Executive Policy is twofold. First, this Executive Policy maintains the policy-based administrative infrastructure created by Board policy relating to the policy to govern the use of University owned or operated facilities. Second, this policy serves to transition the administration of the administrative infrastructure from Board policy to Executive Policy promulgated by the President.

II. Purpose

The purpose of this executive policy is to provide the policy to govern the use of University owned or operated facilities.

III. Responsibilities

The President is delegated the authority to promulgate practices and procedures governing the use of university owned or operated facilities. (See Administrative Rules, Title 20, University of Hawai‘i, Chapter 13.)

Prepared by V.P. for Administration

UNIVERSITY OF HAWAI'I

EXECUTIVE POLICY - DELEGATION OF AUTHORITY

July 1983

E10.101 Authority to Develop Procedures and to Implement Control of the Board of Regents Policy on Use of University-Owned Facilities

Source of Delegation:

Board of Regents Bylaws and Policies, Section 10-3

Authority Delegated to:

Chancellors

Effective Date of Delegation:

July 1, 1983

Delegation

Delegates authority to the Chancellors to develop and to control implementation procedures. Individual campus procedures are governed by the Board of Regents Policy on Use of University-Owned Facilities and consistent with Executive Policy E10.201.

Prepared by V.P. for Administration

UNIVERSITY OF HAWAII

EXECUTIVE POLICY - ADMINISTRATION

July 1983

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E10.201 Facilities Use

I. INTRODUCTION

This Executive Policy implements, Section 10-3 of the Board of Regents Policy on the Use of University-Owned Facilities. Provisions included in the policy designate the authority to promulgate practice and procedure to the President. This University Administrative Policy provides the guidelines to carry out this policy.

II. RESPONSIBILITIES AND PRIORITIES

A. Chancellors are responsible for developing and implementing procedures governing the application and reservation for use of designated facilities under their respective jurisdictions (see Delegation of Authority E10.101).

B. In order to implement the Regents Policy in the spirit with which it was adopted, the Chancellors shall seek the inputs from campus organizations. Chancellors responsible for multiple campuses need to coordinate procedure and have them applied uniformly.

C. User Categories

The Chancellor of the institution must define University affiliated organization and non-university affiliated organization. Written procedures must be developed to allow non-affiliated organization to apply for affiliation.

D. Rental Agreement

The Chancellor of the institution is responsible for developing a rental agreement form, rental rates, and the procedure. Rental rates must cover the cost to operate and maintain the facilities during its use.

E. Use Priorities

Use priorities must be consistent with the BOR policy. First priority is given to regular educational functions followed by registered student, faculty & staff organizations and other University-affiliated organizations. Lower priority would be

provided organizations without University affiliation. Priorities must be developed as part of each campuses' Facilities Use Procedure.

III. PROCEDURES

- A. Organizations without University affiliation which have obtained approval shall be required to:
1. Observe established University and campus rules and policies.
 2. Indemnify, defend, and hold harmless the University and the State of Hawai'i from any liability arising out of the actions of the organization or its agents incidental to the use of the facilities by the organization.
 3. Reimburse the University for any damage (beyond normal wear and tear) to the facilities resulting from their use.
 4. Compensate the University according to the terms provided in the agreement for use of University owned facilities.
 5. Provide evidence of appropriate and adequate insurance protection covering property damage, personal injury, or death arising out of the use of University owned facilities. The Chancellor may waive this requirement upon an adequate showing of responsibility by the organization.

These rules should be included in each campuses' Facilities Use Procedure.

B. Public Forum Area

1. The Chancellor of the institutions shall designate one or more appropriate public forum areas on their respective campuses where individuals may assemble and engage in public speech activities.
2. Individuals utilizing a designated public forum area on campus must comply with University and campus rules and policies.

C. Practices and Procedures Covering Time, Place, and Manner of Public Speech Activities

Procedures governing time, place, and manner should include rules governing conduct and manner of public speech activities, sound amplification equipment, distribution of newspapers, notices, pamphlets and other printed or written material and posting of notices, posters, and other printed or written material.

D. Solicitation

Procedures must be developed governing solicitation activities as well as excepted activities as provided in the Board of Regents Policy Section 20-13-7.

E. Violation

Rules governing violation of the procedure must also be developed.

F. Sponsorship

University affiliated organizations can sponsor other organizations and thereby qualify for use of University facilities. The Chancellor of the institution must stipulate these rules for sponsorship.

G. Denial of Use

Organizations seeking use of University facilities should have an appeal process to follow if denied use.

If organizations seeking approval are denied use, an appeal process must be available to hear the plea of the organization. The appeal process must identify the individual position within the University of Hawai'i who has the final say.

H. Enforcement

Chancellors shall designate an individual to enforce the policies and procedures.

Prepared by Office of Procurement, Real Property and Risk
Management
This replaces Administrative Procedure No. A8.370 dated
August 1983

A8.400

A8.400 Risk Management

August 2002

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A8.400 Risk Management Guidelines and Procedures

1. General

Under Executive Policy E8.207 which establishes the Risk Management Program for the University of Hawaii system, Vice Presidents and Chancellors are responsible for the determination, evaluation and treatment of liability risks within their respective jurisdictions. This Administrative Procedure provides systemwide and campus administrators with guidelines and procedures for implementing various categories of risk management measures. The Office of Procurement, Real Property and Risk Management (OPRPRM) will advise administrators on specific problems relating to risk management. This Procedure suggests indemnification, assumption of risk, and release clauses and forms for use when applicable, and describes existing policies provided for insuring automobiles and property and for processing tort claims.

2. Liability, Insurance and Indemnity Requirements

a. Indemnity/Insurance Clauses

- 1) All service, performer, consultant, and other agreements with inherent liability exposure where third party entities or individuals will be performing services for the University should include the following clauses:

INDEMNIFICATION

* _____ (hereinafter called "Indemnitor") shall indemnify, defend and hold harmless the University of Hawaii, its officers,

agents, employees or any person acting on its behalf from and against:

(1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of Indemnitor, its officers, employees, agents, subcontractors or any person acting on its behalf in the performance of this agreement; and (2) all claims, suits, and damages by whomsoever brought, by reason of the non-observance or non-performance by Indemnitor, its officers, employees, agents, subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments. Furthermore, Indemnitor shall reimburse the University of Hawaii its officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of such claims.

Insurance

* _____ shall during the period of this agreement, at its own cost and expense, maintain liability insurance providing Combined Single Limit Coverage (bodily injury and property damage) in the minimum amount of \$ (insert amount) per occurrence; said policy shall name the University of Hawaii as additional insured and a copy thereof shall be deposited with OPRPRM.

(The name of the company or individual performing services for the University should be inserted in the spaces indicated with asterisks)

- 2) It is recommended that third party entities or individuals be required to maintain liability insurance in the minimum amount of \$1 million. However, activities presenting more inherent risks may require increased insurance coverage. Questions concerning appropriate liability insurance coverage for a particular agreement or activity should be directed to the OPRPRM.

- 3) If contract negotiations for the inclusion of the foregoing indemnity/insurance clauses in a particular agreement are unsuccessful and if the activity or project serves the best interest of the University, the appropriate Vice President, Chancellor, or their designee(s) under whose jurisdiction such activity or project is being conducted, may approve the modification and/or waiver of the clauses.
- 4) During contract negotiations, the University program should not agree to the inclusion of any clause requiring the University to indemnify, hold harmless, and/or defend a third party, even if that party has agreed to an indemnification clause in favor of the University.

b. University Sponsored Activities

- 1) Whenever potentially or inherently hazardous and dangerous conditions exist in any University sponsored activity, appropriate rules of conduct should be adopted, posted, and, if appropriate, issued to each participant. The acquisition of liability insurance for the University should be considered if the nature of the particular activity warrants it.
- 2) Generally, in courses requiring field trips or other off-campus activities, it is the responsibility and obligation of the students to arrange and/or provide transportation at their expense and risk in the same way as it is their responsibility to attend regular classes of instruction.

In those circumstances where the nature of the trip, in the discretion of the faculty member in charge, makes it impractical or burdensome for students to provide their own transportation, the faculty member may select one of the following alternatives:

- a) The faculty member in charge may arrange transportation via the department's University-owned vehicles provided such vehicles are available; or

- b) The faculty member in charge may arrange at University expense, provided funds are available, transportation via chartered commercial carrier, with the approval of the appropriate dean or director.
- 3) Participants in such activities should complete the following forms:
- a) For field trips and other off-campus activities:

ASSUMPTION OF RISK AND RELEASE

(Field Trips and Other Off Campus Activities)

I, the undersigned, in full recognition and appreciation of the dangers and hazards inherent in the field trip/activity at _____, and during transportation to and from this off-campus location, to which I may be exposed during my enrollment and/or participation in the course entitled _____, during the _____ semester 20____, do hereby agree to assume all the risks and responsibilities surrounding my participation in this field trip/activity or any independent research or activities undertaken as an adjunct thereto; and, further, I do for myself, my heirs, executors, and administrators hereby defend, hold harmless, indemnify, and release, and forever discharge the University of Hawaii, its officers, agents and employees from and against any and all claims, demands, and actions, or causes of action, on account of damage to personal property, or personal injury or death which may result from my participation, and which result from causes beyond the control of, and without the fault or negligence of the University of Hawaii, its officers, agents or employees, during the period of my participation as aforesaid.

IN WITNESS WHEREOF, I have caused this
release to be executed this _____ day of _____,
_____, 20____.

(Signature)

(Cosignature of parent or
guardian required if student
is under 18 years of age.)

- b) For laboratory, apprenticeship, practicums,
intramural athletics, etc.

ASSUMPTION OF RISK AND RELEASE

(Laboratory, Apprenticeship, Practicums,
Clinical, Intramural Athletics, etc.)

Name of Course/Activity: _____

Semester/Year: _____

I have read and fully understand the written
safety procedures and precautions that are
part of the requirements for my
participation in the above referenced
course/activity, as well as those explained
to me by my instructor(s), and I agree to
strictly observe them; and I do for myself,
my heirs, executors, and administrators
hereby accept full responsibility for and
indemnify, release, and discharge the
University of Hawaii, its officers, agents,
and employees from any and all claims or
actions for property damage and/or personal
injury which may result from my failure to
abide by these safety procedures and
precautions, or from any inherent risks in
the course/activity.

Date: _____

Student/Participant
(Cosignature of Parent or
Guardian required if
student/participant is
under 18 years of age.)

c) For medical consent:

MEDICAL CONSENT FORM

IMPORTANT - READ CAREFULLY (TO BE FILLED OUT
BY THE UNIVERSITY HEALTH CENTER OR A
PHYSICIAN)

(Participant's full name)

Is/Is not (circle one) physically fit for
the following activities:

If Not, please explain in detail: _____

Doctor: _____ Phone: _____

Address: _____

IN CASE OF EMERGENCY:

First person to contact is _____

Phone: _____

Second person to contact is _____

Phone: _____

Third person to contact is _____

Phone: _____

PLEASE CHECK AND FILL OUT ONE OF THE
FOLLOWING:

i) We (I), _____,
(Name of Participant
and/or Parents or
Guardian)

consent to and authorize any medical
doctor or dentist and others working
under their supervision to treat

(Participant's Full Name)

for any injury or illness.

c. Use of University Premises and Facilities by Organizations without University Affiliation

Nonaffiliated organizations requesting the use of or the right to sponsor events in University facilities shall be required to execute an agreement containing:

- 1) An indemnification statement similar to that specified in paragraph 2a; and
- 2) An insurance requirement in accordance with the same paragraph. However, the appropriate Vice President, Chancellor, or their designee(s) who has jurisdiction over the subject facilities may waive this insurance requirement, if necessary, when the activity serves the best interest of the University and there is an adequate showing of responsibility by the organization.

d. Intercollegiate Athletic Participants

Each student participant in intercollegiate athletics shall be covered by the appropriate University Intercollegiate Athletic Department for medical and hospital expenses for all intercollegiate athletic-related injuries at policy limits to be approved by the appropriate Vice President or Chancellor.

e. Intramural Athletics

Required physical qualifications (i.e. physical examination) and standards of conduct for participants in intramural athletics shall be posted and/or otherwise provided to each participant. Each participant shall execute an Assumption of Risk and Release and a Medical Consent Form similar to those specified in paragraph 2b.

f. Contracts, Grants and Cooperative Agreements

All extramurally funded contracts, grants, and cooperative agreements entered into by the University shall be carefully examined prior to

acceptance and execution to determine if potential liability risks exist which exceed those normally associated with a particular program, project, or activity, and to determine if such risks can be prevented, reduced, and/or insured.

3. Claims for Loss of or Damage to University Property

- a. The State of Hawaii, through the Department of Accounting and General Services, administers the State Risk Management Revolving Fund under Chapter 41D, Hawaii Revised Statutes, to provide coverage for loss of or damage to State property, including property in its care, custody or control, resulting from theft, fire, and other casualties. The coverage provided by the Fund includes payment for losses incurred as a result of the dishonesty, nonfeasance, or misfeasance of any State officer or employee.
- b. The State Risk Management Revolving Fund which consists of a self-insured retention fund and excess insurance coverage finances claims for loss of or damage to State property as determined by the Risk Management Office of the Department of Accounting and General Services.
- c. Procedure In the Event of Loss or Damage
 - 1) The department shall notify the respective Campus Security Office and the Honolulu Police Department of all criminal acts resulting in the loss of or damage to University property.
 - 2) Whenever University funds are missing or misappropriated, the loss shall be reported to the Director of Financial Management and Controller.
 - 3) A completed Form RMP-001, Loss or Damage Report of State Property (**Attachment 400.1**), shall be submitted to the OPRPRM within ten (10) working days of discovery of the loss or damage.
 - a) Part 1 of the form should be prepared by the employee or the supervisor of the employee who discovered the loss or damage.

- b) Parts 2 and 3 of the form should be prepared by the immediate supervisor having authority or control over the lost or damaged property.
- 4) Further information may be requested to assist in the investigation and settlement of the claim.
- 5) The OPRPRM will review all forms and forward them to the Risk Management Office of the Department of Accounting and General Services for review and evaluation.
- 6) The department will be notified when the claim has been reviewed and if replacement or restoration of the property will be financed by the State Risk Management Revolving Fund.

4. Tort Claims Against the University

a. Pursuant to Chapter 41D, Hawaii Revised Statutes, the Department of Accounting and General Services is authorized to make informal resolution of claims against State agencies for property damage or personal injury up to \$10,000. All tort claims filed against the University of Hawaii are to be processed in accordance with the procedure below.

b. Procedure

- 1) Any incident involving University personnel, vehicles, or equipment, or occurring on real property belonging to the University, which may have resulted in physical harm or property damage should be reported to the OPRPRM within forty-eight (48) hours after a University department becomes aware of the incident. In addition, the department shall submit a completed Form RML-001, Incident/Accident Report (**Attachment 400.2**) to the OPRPRM within five (5) working days after reporting the incident.
 - a) Parts 1 and 2 of the form should be prepared by the University employee who first receives notice of an incident/accident.

- b) Parts 3 and 4 of the form should be prepared by the immediate supervisor having authority or control over the University personnel, vehicles, equipment, or premises involved in the incident/accident.
- 2) Claims against the University for property damage and/or personal injury shall be submitted to the OPRPRM by completion by the claimant of the Claim for Damage or Injury Form (Attachment 400.3).
- 3) Submitted claims shall be forwarded to the Risk Management Office of the Department of Accounting and General Services for disposition.
- 4) The OPRPRM is responsible for directing an investigation on each claim submitted to assist the Department of Accounting and General Services in its review, evaluation, and resolution of each claim.
 - a) University programs involved in an incident resulting in a claim shall complete the Investigation Report Form (Attachment 400.2) and submit it to the OPRPRM. Other forms or information may be requested to assist in the investigation of the claim.
 - b) University personnel involved in an incident resulting in a claim or in the subsequent investigation should not discuss the claim with the claimant, his/her attorney, or other outside parties. All outside inquiries should be directed to the Risk Management Office of the Department of Accounting and General Services.
 - c) All written materials prepared during the investigation of a claim should remain confidential.
- 5) Based upon the investigation and evaluation of the claim, the Department of Accounting and General Services will either deny the claim or settle the claim for up to \$10,000. Payment of such settlements will be made from the State Risk Management Revolving Fund. If settlement cannot

be reached, the claim may be referred to the Office of the University General Counsel for further action.

- 6) Inquiries from claimants concerning the status or disposition of their claims should be directed to the Risk Management Office of the Department of Accounting and General Services.

5. State Automobile Fleet Liability Insurance Program

- a. The State of Hawaii, through the Department of Accounting and General Services, operates a liability insurance program which provides coverage for University automobiles and other motor vehicles while on authorized University business.

- 1) Scope of Liability Coverage

- a) The State Program provides no-fault coverage as required by State law for bodily injury and property damage resulting from accidents involving automobiles covered under the Program. Excess liability coverage is also provided at limits determined by the Risk Management Office of the Department of Accounting and General Services.
- b) The Program does not provide uninsured and underinsured motorist coverage.
- c) Coverage for physical damage to University automobiles from collision, fire, theft, or comprehensive loss is not provided unless the automobile has been specifically designated for such coverage and approved by the Risk Management Office of the Department of Accounting and General Services.
- d) Medical and income benefits will be provided under the State Workers' Compensation Law for injuries sustained by State employees in automobiles covered under the Program from accidents arising out of and in the course of their employment.

2) Automobiles Covered

- a) University automobiles and mobile equipment.
- b) Employee-owned automobiles while on authorized University business. Coverage is limited to excess liability over the employee's personal automobile insurance policy. Physical damage to employee-owned automobiles is not covered under the Program.
- c) Leased, hired, rented, and other non-owned automobiles when authorized by the University and operated under the name of the University.

3) Authorized Drivers

University employees, officers, Board members, volunteers, student employees or any other authorized individual (except independent contractors) licensed to operate an automobile are covered under this Program.

4) Reporting of Accidents

In the event of an accident involving an automobile covered under this Program, the following actions should be taken:

- a) The police should be notified at the time of the accident.
- b) Any injuries or major property damage should be reported by the driver to his/her supervisor as soon as possible. The supervisor should then notify the OPRPRM which in turn will notify the Risk Management Office of the Department of Accounting and General Services and/or its contracted claims administrator.
- c) The driver should use the Report of Accident Card (**Attachment 400.4**) found in University owned automobiles to describe the details of the accident at the scene. The completed

card should be given to his/her supervisor immediately after the accident.

- d) University employees should discuss the accident only with their supervisors, other State representatives, and the police. No admission of fault or responsibility should be made.
- e) The University department responsible for the automobile shall complete form RMA-001, Automobile Loss Notice, (Attachment 400.5) following an accident. The report form should be submitted to Transportation Services for a review for accuracy and then forwarded to the OPRPRM within five (5) working days of the accident.
- f) The OPRPRM will review each report form and forward them to the Risk Management Office of the Department of Accounting and General Services.

6. Processing of Accident and Damage Claims on Rented Automobiles

a. General

This Procedure outlines the processing of rented automobile damage claims by University personnel and supplements Administrative Procedure A8.851 for acquisition of rented automobiles for authorized University business.

b. Background

- 1) When renting vehicles, the renter is generally given the option to pay extra charges for comprehensive liability and medical insurance as well as collision damage protection. University policy precludes employees and other authorized individuals from purchasing personal accident insurance when renting vehicles for University business.
- 2) Purchase of collision damage waiver coverage is permitted only in the following situations:

- a) Vehicle is being rented outside the State of Hawaii;
 - b) Purchase of such coverage is a condition for renting the vehicle where financial terms are advantageous;
 - c) Payment for such coverage is fully reimbursable to the University; or
 - d) Rental of the vehicle is covered by funds other than University funds.
- 3) For the rental of vehicles within the State of Hawaii, the rental agency should be advised that the State of Hawaii/University of Hawaii, instead of the driver, will be liable for collision damages. A copy of the State Insurance Policy Letter (**Attachment 400.6**) should be provided, and acceptance of this condition must be acknowledged by the rental agency prior to execution of the rental agreement. All rental agreements should name the State of Hawaii/University of Hawaii as the renter. Rental agencies which refuse to accept this condition should not be patronized.

c. Procedure

- 1) Each rental agency has its own procedure for reporting of accidents. Regardless of fault, the employee or other authorized individual will be given an estimated loss statement. The agency should be instructed to bill the actual cost of the damage to the following address of the State's Claims Administrator (a collect telephone call is authorized to be made if confirmation is required):

Department of Accounting & General
Services
Risk Management Office
P O Box 119
Honolulu, HI 96810-0119
Telephone No: (808) 586-0547

- 2) The individual responsible for renting the vehicle will complete the standard accident report form (Attachment 400.5) and forward it to the OPRPRM within five (5) working days of the accident.
- 3) The report form will then be forwarded to the State's Claims Administrator which will conduct its own investigation of the accident to determine fault or liability. Therefore, all information concerning the accident should be recorded as accurately as possible.

7. Purchase of Insurance

Although Vice Presidents and Chancellors are responsible for determining the nature and extent of insurance coverage necessary for their respective programs, the OPRPRM is responsible for processing the purchase of all insurance policies for compliance with University purchasing requirements. Therefore, all purchase orders and/or payment documents along with the original policy and/or rental certificate are to be routed through the OPRPRM.

8. Indemnification and Insurance for Acquisition of Transportation Services

- a. From time to time, departments or programs may need to rent watercraft, aircraft, helicopter or bus services. When preparing the request for quotation for these services, the following indemnification and insurance clauses shall be included with the terms and conditions of the request:

INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the University of Hawaii, its officers, agents, employees or any person acting on its behalf from and against:

- (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of Vendor, its officers, employees, agents, subcontractors or any person acting on its behalf in

the performance of this agreement; and (2) all claims, suits, and damages by whomsoever brought, by reason of the non-observance or non-performance by Vendor, its officers, employees, agents, subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments. Furthermore, Vendor shall reimburse the University of Hawaii, its officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of such claims.

Insurance

Vendor shall during the period of this agreement, at its own cost and expense, maintain liability insurance providing Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$ (insert amount) per occurrence; said policy shall name the University of Hawaii as additional insured and a copy thereof shall be deposited with OPRPRM.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- 1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the University of Hawaii, Director of Office of Procurement, Real Property and Risk Management."
- 2) "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 3) "The University of Hawaii is added as an insured with respect to operations performed for the University of Hawaii."

- b.. It is recommended that liability insurance in the minimum amount of \$5 million be required for the acquisition of transportation services. Questions concerning appropriate liability insurance coverage for a particular service should be directed to the OPRPM.

Prepared by the Office of the
Senior Vice President for Administration.
This is a new Policy.

UNIVERSITY OF HAWAI'I

EXECUTIVE POLICY - ADMINISTRATION

April 1994

P 1 of 3

E10.202 UHM Special Events Center Use Policy

I. PREFACE

This policy governs the use of the Special Events Center on the University of Hawai'i at Mānoa campus by University and University affiliated organizations. Organizations without University affiliation may use the Center in accordance with the University's Policy on the Use of University-Owned Facilities as described in Attachment A. This policy pertains only to the arena itself and the hospitality suite. The use of office space, weight rooms, locker facilities and classrooms shall be governed by existing University policies.

II. PRIORITY OF USE

A. Priority for assignment and use of the arena and/or hospitality suite shall be as follows:

1. University of Hawai'i Commencement ceremonies. In the event of scheduling conflicts between such ceremonies, priority shall be given to the ceremony with the larger graduating class.
2. University of Hawai'i at Mānoa men's and women's intercollegiate volleyball and basketball games, practices and related activities.
3. University of Hawai'i functions and activities approved by the President of the University of Hawai'i.
4. Functions and activities of Board of Regents' Chartered Organizations, e.g., Associated Students of the University of Hawai'i (ASUH), Faculty Senate, which are appropriate for the Center.
5. Fund raising activities of University affiliated organizations which solely benefit the University, e.g., University of Hawai'i Foundation, University of Hawai'i Alumni Association, Koa Anuenue.

6. Functions and activities of University affiliated organizations which are appropriate for the Center.

B. Functions and activities not having sufficient attendance to warrant use of the arena shall not be accommodated.

III. CONDITIONS OF USE

A. Use of the arena shall be confined to the concourse, rest rooms, seating area, arena floor, hospitality suite and other areas as may be required and approved by the Center Manager.

B. To the extent possible, users shall not be charged for use of the arena and/or hospitality suite. However, unbudgeted and direct costs incurred by the Center Management, e.g., cost of outside security, may be charged to the using program.

C. The Center Manager may deny any request for use of the arena which poses undue risk of damage to the facilities or furnishings, or injury to the audience. The Center Manager may also require University affiliated organizations using the arena to maintain appropriate levels of liability insurance naming the University and State as additional insureds.

D. Events at the arena shall be scheduled between the hours of 8:00 a.m. to 10:30 p.m., Sunday through Thursday, and from 8:00 a.m. to 11:30 p.m., Friday through Saturday. No major event shall be held between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday, excluding holidays. Exceptions to this schedule may be approved by the Center Manager upon a minimum of four weeks prior notice.

IV. RESERVATIONS

A. Reservations shall be made upon application to the Center Manager.

B. Reservations for approved uses will be accepted on a first come, first served basis following the scheduling of functions and activities under items II.A.1, II.A.2 and II.A.3 above.

C. Reservations for functions and events in priority categories II.A.1, II.A.2 and II.A.3 may be made up to a year in advance and must be made by the first day of classes of each semester and the summer session in order to exercise their priority. Requests received after the first day of classes of the respective semesters and summer session will be accepted on a first come, first served basis.

D. Requests for all other uses will be confirmed after the first day of classes of the respective semesters and summer session.

E. The President of the University of Hawai'i shall have the authority to preempt a previously scheduled function when it is determined to be in the best interest of the University.

V. INTERPRETATION

The President of the University of Hawai'i shall have final authority over all matters of interpretation or application arising under this policy.

EXECUTIVE POLICY E10.202,
UHM SPECIAL EVENTS CENTER USE POLICY

CHAPTER 13
USE OF UNIVERSITY-OWNED FACILITIES

- §20-13-1 Purpose
- §20-13-2 Delegation of authority
- §20-13-3 Statement of policy
- §20-13-4 Use by registered student, faculty or staff organizations
- §20-13-5 Use by organizations without university affiliation
- §20-13-6 Speech and assembly
- §20-13-7 Solicitation
- §20-13-8 Other uses
- §20-13-9 Severability

§20-13-1 Purpose. The University of Hawai'i is a multi-campus system of post-secondary education conducting education, research, and public service programs for the State, the nation and the world community. The responsibility of the board of regents to operate and maintain an effective and efficient university system dedicated to these pursuits requires that the facilities of the various component institutions be regulated to insure the uninterrupted conduct of their affairs. This chapter establishes guidelines for the short-term occasional use of facilities under the control of the board of regents and delegates authority to adopt practices and procedures, as appropriate, for implementation. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-2 Delegation of authority. The board delegates its authority to promulgate practices and procedures governing the use of university owned or operated facilities in accordance with this chapter to the president. The president may delegate so much of this responsibility to the chief executive officers of the institutions within the University of Hawai'i system as the president seems to be within the best interest of the university. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-3 Statement of policy. The University of Hawai'i is committed to furthering the educational development of the university community. In this regard, the university recognizes the importance of a wide range of student, faculty, and staff activities.

This does not mean that the university endorses the philosophy or views of the organizations or individuals conducting or participating in those activities. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-4 Use by university-affiliated organizations. Registered student, Faculty, or staff organizations and other university-affiliated organizations may use an institution's buildings or grounds or both in compliance with reasonable and nondiscriminatory institutional policies that shall specify the procedures under which those organizations may reserve the institutions

buildings or grounds, or both, for their use. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-5 Use by organizations without university affiliation. (a) The university, as a public institution, is not in competition with other institutions or commercial enterprises in the rental of facilities. There are circumstances, however, in which the nature of the activity is particularly appropriate to a campus facility. In these cases, the university may enter into rental agreements with organizations without university affiliation. Use of university grounds and physical facilities by such organizations shall be subject to this chapter.

(b) Organizations without university affiliation which intend to operate charitable, civic, community, cultural, or educational activities on a not-for-profit basis and whose activities are appropriate for designated university owned facilities may use the designated facilities where the use does not infringe upon, delay, or conflict with the normal operation of the university's campuses.

(c) The availability of the institution's facilities for functions other than the institution's own activities shall be strictly subject to the needs and the convenience of the institution, which is always to have priority in the scheduling of facilities. In the event of conflicting demands for use of the institution's facilities by organizations without university affiliation, scheduling priority shall be given to those activities which further university purposes.

(d) Organizations without university affiliation authorized to use university-owned or operated facilities shall be required to:

- (1) Observe established university and campus rules and policies.
- (2) Indemnify, defend, and hold harmless the university and the State of Hawai'i from any liability arising out of the actions of the organization or its agents incidental to the use of the facilities by the organization.
- (3) Reimburse the university for any damage (beyond normal wear and tear) to the facilities resulting from their use.
- (4) Compensate the university according to the terms provided in the agreement for use of university owned facilities.
- (5) Provide evidence or appropriate and adequate insurance protection covering property damage, personal injury, or death arising out of the use of university owned facilities. The president or a designee may waive this requirement upon an adequate showing of responsibility by the organization. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-6 Speech and assembly. (a) The president or a designee shall designate one or more appropriate public forum areas on campus where individuals may assemble and engage in public speech activities.

(b) Individuals utilizing a designated public forum area on campus must comply with university and campus rules and policies.

(c) When a location other than a designated public forum area is utilized for public speech activities, the practices and procedures governing the time, place, and manner of such activities to be established shall be

observed. [Eff. AUG 25 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-7 Solicitation. (a) No solicitation shall be conducted in any building, structure, facility, or on any grounds, sidewalks, or streets on the campus of any institution.

(b) The following activities shall not be deemed solicitations prohibited by this section:

- (1) Sale or offer for sale of any newspaper, magazine, or other publications by means so a vending machine in an area designated by the institution, or the sale or offer for sale of such materials by individuals which is conducted in compliance with the practices and procedures governing the time, place, and manner of such activities to be established.
- (2) Sale or offer for sale of any food or drink items by means of a vending machine operated by the institution or its subcontractor in an area designated by the institution.
- (3) The operation by the institution or its subcontractor of any bookstore, specialty store, laundry, cafeteria, bank, barber shop, or other service facility maintained for the convenience of the students, faculty or staff.
- (4) The collection of tuition, fees, and charges in connection with the operation of the institution.
- (5) The collection of membership fees or dues by registered student, faculty or staff organizations.
- (6) The collection of admission fees for the exhibition of movies, speakers, or other programs that are conducted or sponsored by the institution, or a registered student, faculty or staff organization.
- (7) Fundraising activities sponsored by and intended to support a registered student, faculty, so staff organization or other university affiliated organizations.
- (8) Fundraising activities sponsored or CO-sponsored by the institution.
- (9) The sale or offer for sale of any publication of the institution or of any book or other printed material to be used in the regular academic work so the institution.
- (10) The sale of goods or services, admission charges, fees, or other solicitation of funds in conjunction with an activity authorized under §20-13-5 when it is established to the satisfaction of the institution that the proceeds therefrom are to be used exclusively to defray the expenses of conducting that activity.

(c) The president may except other forms of solicitation from section 20-13-7(a) if the president determines this to be in the best interest of the university. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 3044) (Imp: HRS §§304-2, 304-4)

§20-13-8 Other uses. The president or a designee shall establish practices and procedures for uses of university owned or operated facilities not covered by this chapter. [Eff. AUG 26 1982] (Auth: HRS §§304-2, 304-4) (Imp: HRS §§304-2, 304-4)

§20-13-9

§20-13-9 Severability. If any provision so this rule, or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the rule which can be given effect without the invalid provision or application, and to this end the provisions of this rule are severable.

Amendment of Section 11 only prepared by the Office of Co-curricular Activities, Programs & Services. This replaces Administrative Procedure No. A1.200 dated October 1987

A1. 200 GENERAL PROVISIONS - LAND AND PHYSICAL FACILITIES

A1.200 UNIVERSITY OF HAWAII - MANOA FACILITIES USE PRACTICES AND PROCEDURES

1. Purpose

To implement Chapter 13 of the Board of Regents Bylaws and Policies on the Use of University-owned Facilities and to establish practices and procedures for the use of campus facilities at the University of Hawaii at Manoa in accordance with Executive Policy E10.201.

2. Objective

To regulate the short-term occasional use of campus facilities at the University of Hawaii at Manoa, including grounds, by organizations with and without university affiliation to insure compliance with Board of Regents policy.

3. Applicability/Responsibility

The established practices and procedures shall apply to organizations affiliated with the university and organizations without university affiliation.

4. Definitions As used herein:

"PRESIDENT" means the chief executive officer of the University of Hawaii at Manoa or from the Board of Regents of the University of Hawaii.

"CHARTERED ORGANIZATIONS" means organizations holding a charter from the University of Hawaii at Manoa or from the Board of Regents of the University of Hawaii.

"DESIGNEE" means an individual of the University of Hawaii at Manoa specifically designated to act for an officer of the University.

"EDUCATIONAL ORGANIZATIONS or ACADEMIC ORGANIZATIONS" includes all learned, academic, and professional societies and similar organizations within higher education.

"DEPARTMENT" means any unit, program, or office authorized by the Board of Regents of the University of Hawaii.

"EXTRAORDINARY CHARGES" means assessments for expenses not covered by formula.

"FACILITIES" means all buildings, grounds and waterways owned or controlled by the University of Hawaii at Manoa and includes the streets, sidewalks, malls, parking lots, roadways, canals, docks, and estuaries within the boundaries of property owned or controlled by the University of Hawaii at Manoa.

"GENERAL FACILITIES" means general assignment classrooms and auditoriums which are used on a campus-wide basis.

"RESTRICTED FACILITIES" means facilities not usually available for any use other than that for which the facilities were intended. Restricted facilities include, but are not limited to, residence halls, libraries, offices, laboratories, maintenance and storage areas, bookstores, food preparation areas and certain staff, faculty and student lounges.

"SPECIAL FACILITIES" means facilities for which separate procedures governing the use and scheduling have been developed. Special facilities, include but are not limited to, the Campus Center (reference Campus Center Complex Operational Policies for guideline), Hemenway Hall, Kennedy Theatre, Andrews Amphitheatre and the athletic facilities (indoor and outdoor).

"FREE PUBLISHED MEDIA" means newspapers for which no charge is made and which derive their income from advertising.

"FORMULA" means the method for determining charges to be assessed for the use of campus facilities by classification of facility, category of user, and type of activity. The charges derived by formula reflect actual costs to maintain and operate a facility during its use.

"FUND RAISING" or "ADMISSION CHARGE EVENTS" means activities or events where individuals are required or requested to pay, contribute or donate in order to participate in or attend the event before goods or services are provided.

"REGISTERED ORGANIZATIONS" means organizations which function in a manner consistent with established policies and practices and which are registered by the Bureau of Student Activities.

"SCHEDULING OFFICERS" means those individuals, or their designees, with the assigned responsibilities for authorizing the use of facilities including the dates and time of use.

"SOLICITATION" means the sale or offer for sale of any goods or services.

"SPONSORSHIP" means the assuming of responsibilities by a University-affiliated organization for an organization without University affiliation.

"University" and "Campus" mean the University of Hawai'i at Manoa.

5. User Categories

a. University-Affiliated Organizations

Organizations or individuals affiliated with the University of Hawai'i at Manoa where such an affiliation confers rights and benefits. The responsibility and authority for on-campus activities of institutional users must reside with students or employees of the University of Hawai'i at Manoa.

- 1) University departments, college, offices, and programs.
- 2) Registered student, faculty or staff organizations.
- 3) Campus chartered organizations.

b. Organizations Without University Affiliation

The University of Hawai'i at Manoa, as a public institution, is not in competition with other institutions or commercial enterprises in the rental of facilities. There are circumstances, however, in which the nature of the activity is particularly appropriate to a campus facility and in the best interest of the University. In the circumstances, the University of Hawai'i at Manoa may enter into rental agreements with organizations without University affiliation.

6. Types of Use

- a. Registered student, faculty, and staff organizations and other University-affiliated organizations may use designated University facilities for activities and events related to their function and purpose.
- b. Organizations without University affiliation may use designated University facilities for charitable, civic, community, cultural, or educational activities which are operated on a not-for-profit basis and do not infringe upon, delay, or conflict with the normal operations of the University of Hawai'i at Manoa.
- c. Organizations affiliated with the University and those without affiliation shall not be allowed to use facilities for political fund-raising/activity purposes and/or for the personal benefit of organizations or individuals where such use is in competition with other privately owned facilities.

7. Use Priorities

- a. Campus facilities, including campus grounds, are provided primarily for the support of the regular educational functions of the University of Hawai'i at Manoa and the activities necessary for the support of these functions. The functions of the University

of Hawai'i at Manoa shall take precedence over any other activities for the use of campus facilities.

- b. Registered student, faculty and staff organizations and other University-affiliated organizations shall have priority over organizations without University affiliation in the use of campus facilities.
- c. The availability of campus facilities for use by organizations without University affiliation shall be subject to the needs and the convenience of the University of Hawai'i at Manoa. In the event of conflicting demands for use of particular facilities by organizations without University affiliation, scheduling priority shall be given to those activities which further the purposes and is in the best interest of the University of Hawai'i at Manoa.

8. Rules, Regulations, and Responsibilities

- a. The President, in accordance with Executive Policy E10.101, has authority to develop and control implementation procedures governing the use of University owned and operated facilities at the University of Hawai'i at Manoa.
- b. The President may grant exceptions to established procedures and practices when the good of the University of Hawai'i at Manoa would be served by exception, except when Board of Regents policies take precedence.
- c. The President may delegate some or all his authority to grant exceptions, to interpret rules and practices, and to enforce policies and procedures to the Vice President for Finance and Operations as the President deems to be within the best interest of the University of Hawai'i at Manoa.
- d. Nothing in these procedures and practices shall be interpreted to limit the authority of the President to restrict the frequency of use of any facility, the period of use or the availability of a facility, or to place restrictions as to the type of use to be allowed in a facility.
- e. No use shall be allowed in any campus facility which interferes with the instructional, research, community service and/or formal co-curricular programs and activities of the University of Hawai'i at Manoa in such a manner as to materially or substantially impair such programs and activities.
- f. The omission of any rules, practices, or procedures from this document does not mean they do not apply. Rules, practices and procedures in the University Catalog, Student Handbook, Housing Policies, Policies Governing University Registered Organizations, Campus Center Complex Operations Policies, University Administrative Policies and Procedures and all other official publications and documents shall apply to the use and scheduling of campus facilities whenever they are pertinent.

- g. The use of all campus facilities shall be in compliance with applicable City and County ordinances, State and Federal laws, and established University and campus rules and regulations.
- h. Failure to observe any statutes, ordinances, laws, rules and regulations shall result in suspension of scheduling privileges and payment for any or all damages and restorations.
- i. The use of University facilities for an event where food is to be consumed or distributed is prohibited without specific written approval of the Office of Environmental Health & Safety and from the Vice President for Finance and Operations or his/her designee, except when food is to be supplied by the Manoa foods contractor.
- j. Prior written approval shall be obtained to distribute and consume alcoholic beverages at events and activities scheduled in campus facilities. An application shall be made and approval granted by the Vice President for Student Affairs or his/her designee.
- k. Organizations shall be responsible for the conduct of their members and guests at events and activities schedule in campus facilities.
- l. Organizations shall be responsible for damages resulting from the use of campus facilities an/or equipment and furnishings, and for any loss of equipment and furnishings.
- m. Equipment and furnishings shall not be moved or rearranged without prior written approval.
- n. Smoking is prohibited in classrooms, conference rooms and other special facilities as may be designated.

9. Use Application Procedures

- a. The use of campus facilities by all organizations shall be by reservation on a first-come-first-served basis subject to the scheduling priorities listed in Section 7, Use Priorities.
- b. No reservation shall exceed one (1) week in length without prior written approval from the designated scheduling officer.
- c. Applications shall be submitted thirty (30) days prior to the scheduled event.
- d. University departments may reserve general facilities in advance without limit to the number of days prior to the event. Registered University organizations and organizations without University affiliation may not reserve general facilities in excess of one semester in advance.
- e. The scheduling of campus facilities for use by organizations is coordinated by the following scheduling officers:
 - 1) General Facilities Scheduling Officer, Facilities Planning and Management, Physical Plant Building.

- 2) Campus Center Scheduling Officer, Bureau of Student Activities, Campus Center.
 - 3) Athletics Scheduling Officer, Athletics Department, Athletic/Physical Education Complex.
- f. Organizations shall obtain and complete a use-application form to reserve campus facilities.
- 1) "Application and Agreement for Evening and Holiday Use of University Facilities" form shall be used by university departments, registered students, faculty and staff organizations, university-affiliated organizations and all organizations without university affiliation, reserving general and athletic/physical education facilities (Attachment A).
 - 2) "Campus Center Complex Reservations and Arrangements" form shall be completed by all organizations, with or without university affiliation, reserving facilities within the Campus Center Complex. (Attachment B).
- g. General procedures governing the application and reservation for use of campus facilities.
- 1) An organization requests the use of a campus facility by completing a use - application form and submitting it to the proper scheduling officer.
 - 2) Scheduling officer shall determine the appropriateness of the application, the charges for use and services, and any special requirements, such as parking, security, utilities, custodial services and insurance.
 - 3) The organization shall be notified as to the availability of the facility requested and the charges to be assessed.
 - 4) Prior to the scheduled event, the organization shall be required to make a payment in full for the use and services. Checks are to be made payable to the "University of Hawaii at Manoa".
 - 5) The organization shall receive a copy of the completed application form which will list the charges and the arrangements made for the event with the scheduling officer. The organization shall not assume that a reservation has been confirmed until a copy of the completed application form has been received.
- h. Denial of Use
- 1) An application which is not approved by the scheduling officer shall be returned to the organization. The reasons for the disapproval shall be stated on the form.

- i. The Campus Center Board is responsible for establishing policies and procedures governing the use and scheduling of facilities within the Campus Center Complex. Copies of policies and procedures are available at the Scheduling Office. The policies and procedures are incorporated herein by reference. (Attachment B-1)
- j. In addition to other requirements which may be imposed, organizations without University affiliation which have been authorized to use designated University facilities shall be required to:
 - 1) Observe established University and campus rules and policies.
 - 2) Indemnify, defend, and hold harmless the University of Hawai'i and the State of Hawai'i and all its agents and employees from any liability arising out of the actions of the organization or its agents arising out of the use of the facilities by the organization.
 - 3) Reimburse the University for any damages (normal wear and tear excluded) to the facilities resulting from their use.
 - 4) Compensate the University according to the terms provided in the agreement for the use of University-owned facilities.
 - 5) Provide evidence of appropriate and adequate insurance protection covering property damage, personal injury, or death arising out of the use of University-owned facilities. The President or a designee may waive this requirement upon an adequate showing of responsibility by the organization.

10. Charges for the Use of University-Owned Facilities

- a. In general, University departments are not charged for the use of University facilities when the meetings or activities are a direct part of their program. Departments, however, may be charged for air conditioning and extraordinary expenses associated with the use of a facility.
- b. University-affiliated organizations shall be charged according to a formula to cover direct and indirect expenses associated with the use of a campus facility and any extraordinary expenses associated with use.
- c. Registered Student Organizations which must use general facilities because no suitable facilities are available in the Campus Center Complex shall not be charged according to the applicable rates for the use of general facilities. The

Vice President for Student Affairs or his/her designee, however, must certify that suitable facilities are not available within the Campus Center Complex.

- d. Organizations without University affiliation shall be charged according to provisions in the contract or agreement covering their use of University facilities.
- e. When engaging in fund-raising/admission-charged activities, all University-affiliated organizations, including University departments, shall be charged according to a formula to cover the direct and indirect expenses and any extraordinary expenses associated with the use of the facility.
- f. The formula charges are subject to change at any time and without advance notice.
- g. The Vice President for Finance and Operations may at his/her discretion waive or reduce the charges for the use of University-owned facilities.

11. Public Forum Area

The Campus Center Courtyard area is designated as the public forum area for the University of Hawai'i at Manoa where individuals may assemble and engage in public speech activities.

12. Practices and Procedures Governing Time, Place, and Manner of Public Speech Activities

a. Speech and Assembly

- 1) The use of the Campus Center Forum for public speech activities shall be on a first-come-first-serve basis with proper clearance from the Campus Center Scheduling Officer.
- 2) Public speech activities may be conducted in the public forum area provided that such activities are conducted in an orderly manner and do not interfere with classroom instruction, office or student privacy, study conditions, meetings and ceremonies, pedestrian or vehicular traffic, or other functions of the University of Hawai'i at Manoa.
- 3) Individuals utilizing the designated public forum area for public speech activities shall comply with University and campus rules and policies.

b. Sound Amplification Equipment

- 1) Sound amplification equipment may be used in the designated public forum area provided that it does not interfere with the educational functions and affairs of the University.

c. Distribution of Pamphlets and Other Written Material

- 1) The distribution of newspapers, notices, pamphlets, and other printed material is permitted in the public forum area and other campus areas provided that such distribution does not

interfere with the orderly conduct of University affairs, the maintenance of University property and the free flow of traffic and persons.

- 2) Pamphlets, handbills, and other forms of written material should be designed for informational (not commercial) purposes and should not contain commercial solicitation advertisements.
- 3) The distribution of free published media containing commercial advertising which is found to be in competition with student newspapers is prohibited except newspapers, periodicals, and other materials published by the University or its authorized agents.
- 4) Handbills which are distributed to publicize projects and programs shall clearly indicate the organization sponsoring the project.
- 5) Organizations without University affiliation authorized to use campus facilities to present programs, activities, and events shall include the following statement in all publicity and informational material which are printed and distributed: "This is not a program of the University of Hawai'i at Manoa and there is no endorsement, implicit or explicit, of this program by the University."

13. Posting and/or Display of Written Material

a. Posting of Notices and Other Written Material

- 1) The posting of notices, posters, and other printed and written material is permitted only on designated bulletin boards located in or at campus buildings. Bulletin boards are classified as general or reserved.
 - a) General boards may be used for all notices, posters, and other announcements and are located at such locations as the student services building, Hamilton Library, Sinclair Library, and Kuykendall Hall.
 - b) Reserved boards are for use by a specific department or organization. These boards are located in departmental offices, Campus Center and Hemenway Hall.
- 2) Notices, posters, announcements and other printed and written material shall not be attached to any structure or natural feature on campus, including, but not limited to, the sides or doors of buildings, the surface of walkways or streets, posts, waste receptacles, benches and trees.
- 3) All notices, posters, and announcements shall indicate the event, time, date, location, and the sponsoring organization.

- 4) Notices may be posted two (2) weeks prior to an event and shall be removed within twenty-four (24) hours after the event.
- 5) No poster shall exceed 14" x 22" in size. Oversized posters shall be removed unless prior written approval has been obtained. For registered organizations, including chartered organizations, requests must be made and approval granted by the Director, Bureau of Student Activities. For all other University-affiliated organizations, approvals shall be obtained from the Vice President of Student Affairs or his/her designee.
- 6) Posters which are improperly identified or placed in unauthorized locations on campus shall be removed.

b. Banners and Displays

- 1) Banners, displays and large signs are permitted in Varney Circle, and the Campus Center Complex to publicize major events.
 - a) Such banners may be erected not more than two (2) weeks prior to the event and shall be removed the day following the event. Approval to erect banners at the following location shall be obtained from:
 - (1) Varney Circle
Vice President of Student Affairs or his/her designee and Director of Facilities Management or his/her designee.
 - (2) Campus Center
In accordance with the current Banner Policy adopted by the CCB.
 - b) All banners and displays shall be adequately secured and shall not exceed 3' x 6' in size.
- 2) Requests for exceptions as to location and size are to be addressed to the Vice President for Finance and Operations.

14. Solicitation

- a. No solicitation shall be conducted in any building, structure, facility, or on any grounds, sidewalks, or streets of the University of Hawai'i at Manoa.
- b. Student representatives of commercial enterprises and employees of the University of Hawai'i at Manoa shall not post nor solicit business on campus.
- c. The following activities shall not be deemed solicitations prohibited by this section.

- 1) Sale or offer for sale of any newspaper, magazine, or other publications by means of a vending machine in an area designated by the University of Hawai'i at Manoa, or the sale of offer for sale of such materials by individuals which is conducted in compliance with the practices and procedures governing the time, place, and manner of such activities.
 - 2) Sale or offer for sale of any food or drink items by means of a vending machine operated by the University of Hawai'i at Manoa or its subcontractor in an area designated by the University of Hawai'i at Manoa.
 - 3) The operation by the University of Hawai'i at Manoa or its subcontractor of any bookstore, specialty stores, laundry, cafeteria, bank, barber shop or other service facility maintained for the convenience of the students, faculty or staff
 - 4) The collection of tuition, fees, and charges in connection with the operation of the University of Hawai'i at Manoa.
 - 5) The collection of membership fees or dues by registered student, faculty, or staff organizations.
 - 6) The collection of admission fees for the exhibition of movies, speakers, or other programs that are conducted or sponsored by the University of Hawai'i at Manoa, or a registered student, faculty or staff organization.
 - 7) Fund-raising activities sponsored by registered student, faculty/staff organizations or other University-affiliated organizations for the benefit of the University of Hawai'i at Manoa.
 - 8) Fund-raising activities sponsored or co-sponsored by the University of Hawai'i at Manoa.
 - 9) The sale or offer for sale of any publication of the University of Hawai'i at Manoa or of any book or other printed material to be used in the regular academic work of the University of Hawai'i at Manoa.
 - 10) The sale of goods or services, admission charges, fees or other solicitation of funds in conjunction with an authorized activity by an organization without University affiliation when it is established to the satisfaction of the University of Hawai'i at Manoa that the proceeds therefrom are to be used exclusively to defray the expenses of conducting that activity.
- d. The President or his/her designee may accept other forms of solicitation if the President determines this to be in the best interest of the University of Hawai'i at Manoa.
- e. Procedures Governing Solicitation Activities

- 1) Organizations desiring to solicit funds or stage events for fund-raising purposes must receive express prior written approval. For registered organizations, prior application shall be made and approval granted by the Vice President for Student Affairs or his/her designee. For all other university-affiliated organizations, approval shall be obtained from the Vice President for Finance and Operations or his/her designee. Where fund raising involves the sale of food products on campus, additional written approval shall be obtained from the campus Environmental Health and Safety Officer and the Vice President for Finance and Operations or his/her designee except when food is to be supplied by the Manoa foods contractor. The sale and handling of food products shall be in compliance with state and local health requirements.
- 2) In all cases of fund-raising, a written application shall be filed indicating the purpose(s) of the funds to be raised and the anticipated income and expenses.
- 3) At the time of scheduling, the organization shall show evidence of having obtained a State Tax License or Exemption and a commercial bank account to be used exclusively for the financial transactions of the organizations.
- 4) Within ten (10) days of the conclusion of the fund-raising activity, registered organizations must file a complete income and expense statement with the Vice President for Student Affairs or his/her designee. For all other University-affiliated organizations, the income and expenses statement shall be filed with the Vice President for Finance and Operations or his/her designee.
- 5) When admission fees are collected, numbered tickets shall be used for accountability and financial records shall be held for one year.
- 6) Organizations authorized to sell products or services shall comply with all state and federal rules and regulations.
- 7) Fund-raising activities shall be conducted entirely by members of the organizations and all profits must accrue to the organization.
- 8) Arrangements for fund-raising activities shall be made at least three (3) weeks in advance.

15. Application for Affiliation with the University

- a. Organizations without University affiliation, which operate charitable, civic, community, cultural, or educational activities on a not-for-profit basis and whose activities are deemed to be appropriate and beneficial to the University of Hawai'i at Manoa, may apply for affiliation as a University-recognized organization.
- b. Organizations may petition the President for affiliation and shall provide in writing the following information of record:

- 1) Name of organization
 - 2) Statement of aims and functions
 - 3) Constitution and by-laws
 - 4) List of officers
 - 5) Information about all sources of financial support
- c. The period of grant of affiliation may be less than, but shall not exceed twelve (12) months. Active organizations shall renew their applications for affiliation by September 30th of each year.
- d. The affiliation of an organization shall not mean that the University of Hawai'i at Manoa supports or adheres to the views held or position taken by the organization.
- e. Affiliation with the University of Hawai'i at Manoa shall signify the willingness of the organization to comply with University and campus rules and policies.
- f. The organization shall not represent or imply any manner that it speaks for or in the name of the University of Hawai'i at Manoa or that the University of Hawai'i at Manoa is responsible for its actions or obligations. Responsibility for any actions which violate federal, state, or local laws and ordinances shall be assumed by the organization.
- g. The organization shall not practice discrimination based on race, color, creed, sex, or national origin, except as exempted by HEW guidelines.

16. Sponsorship

- a. University-affiliated organizations may sponsor other organizations or individuals and thereby qualify for use of campus facilities at the University of Hawai'i at Manoa.
- b. The sponsoring organization shall be responsible for all damages resulting from the use of the facility.
- c. The sponsored organization shall agree to comply with all University and campus rules and regulations.
- d. University-affiliated organizations may sponsor speakers for educational and lecture purposes.
 - 1) The sponsorship of a speaker shall not imply approval or endorsement of the views expressed by either the sponsoring organization or the University of Hawai'i at Manoa.
 - 2) Scheduling procedures shall be followed prior to completing arrangements for the speaker.

17. Liability, Insurance, and Indemnification

- a. In accordance with Executive Policy E8.207 which establishes the University's risk management program, the University of Hawai'i at

Manoa is required to protect itself and the State of Hawai'i from claims and suits for personal injury, death, and property damage through use of University facilities by departments, organizations, and individuals.

- b. The following procedures and guidelines outlined in Administrative Procedures A8.370, "Risk Management" will apply to University-affiliated organizations and organizations without University affiliation using campus facilities for events and activities.
- 1) In all advertised or negotiated formal contracts with inherent hazards and in similar negotiated service, performer, or consultant contracts with independent contractors, the Indemnity/Insurance clause shall be incorporated as a part of each such contract. (Attachment C).
 - 2) For Sponsored-sponsored activities involving large groups, e.g., spectators, etc., of 50 or more, liability insurance to protect the University of Hawaii at Manoa shall be obtained if the rate are not prohibitive and funds are available.
 - 3) For group events regardless of size, involving other institution(s) with participating staff and students, the participants shall be required to execute an Assumption of Risk and Release. (Attachment D).
 - 4) Registered organizations and organizations without University affiliation requesting and assigned the use of /or the right to sponsor events on University facilities shall be required to execute an agreement containing the following indemnification statement.

"Undersigned shall indemnify, defend and hold harmless the University of Hawai'i at Manoa and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this agreement and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims; (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments."

All non-affiliated organizations are required to provide evidence of adequate insurance protection.

- c. The President may waive the insurance requirement upon adequate showing of financial responsibility by the organization.

18. Security

- a. A minimum of two (2) security officers (one of which shall be a University of Hawai'i officer) is required at major events which are open to the public. The number of security officers required shall be determined by Campus Severity.
- b. The cost for the services of the security officers shall be paid by the organization.

19. Extraordinary Charges

- a. Organizations shall be assessed the cost for special arrangements and/or extra staffing, e.g., electricians or custodians, which maybe required to accommodate a program or event.
- b. The amounts and kinds of extraordinary expenses to be charged shall be determined by the scheduling officer.

20. Violations

- a. The violation of any University of campus rules and policies, any of the practices and procedures contained herein, or the terms of any executed use or rental agreement shall be grounds to terminate or deny the right of an organization or individual to use campus facilities at the University of Hawai'i at Manoa.
- b. In the event a violation occurs, every effort shall be made to settle the question in consultation with the organization before any action is taken.

21. Severability

If any provision of these practices and procedures, or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the practices and procedures which can be given effect without the invalid provision or application, and to this end the provisions of these practices and procedures are severable.

**UNIVERSITY OF HAWAII
FACILITIES MANAGEMENT OFFICE**

**APPLICATION AND AGREEMENT
FOR EVENING AND HOLIDAY USE
OF UNIVERSITY FACILITIES**

NAME OF ORGANIZATION	DATE
----------------------	------

ADDRESS

ORGANIZATIONAL REPRESENTATIVE	FACILITY ASSIGNED
REPRESENTATIVE'S ADDRESS	

PHONE - BUS.	PHONE - RES.	DATE OR DATES	HOURS
--------------	--------------	---------------	-------

TO BE OPENED AND CLOSED BY

NATURE OF USE

REMARKS	<p>CHARGES</p> <p>USAGE FEE: \$ _____</p> <p>REIMBURSABLE EXP: _____</p> <p>AIR COND \$ _____</p> <p>RENTAL \$ _____</p> <p>DELIVERY \$ _____</p> <p>TUNING \$ _____</p> <p>TECH. ASSIST. \$ _____</p> <p>OTHER \$ _____</p> <p>TOTAL: \$ _____</p>
<p>DIRECTOR OF FACILITIES MANAGEMENT</p> <p>REV 11/85</p>	<p>BY _____ AUTHORIZED U.H. OFFICIAL</p> <p>BY _____ REPRESENTATIVE</p>

- 7 PART FORM - PLEASE USE TYPEWRITER

REGULATIONS GOVERNING USE OF PREMISES

RESERVATIONS:

1. The following Priority order is observed for reserving Center facilities:
 - a: First Priority - Registered Student Organizations-Manoa, and Registered Students-Manoa. In this category, organizations chartered by the Board of Regents shall have top priority.
 - b: Second Priority - Faculty, Staff Administration - Manoa.
 - c: Third Priority - Alumni - UH Manoa.
 - d: Fourth Priority - All Others.
2. Scheduling will be conducted on a first come, first served basis in order of above priority.
3. Lead time required by the Scheduling Office to provide the requested facility/space will vary according to the preparations required (e.g., room set-up needed, extra staff needed on-hand, etc.). It is anticipated that facilities such as meeting rooms, if not previously reserved, may be used on a walk-in-basis, provided there are no set-up requirements/needs in that room.
4. Series events (e.g., meetings) may be scheduled on the basis of 5 for a month, one month in advance. Board of Regents chartered organizations' programs and meetings may be scheduled at the beginning of the semester.
5. Penalties for non-use of a reserved facility/room: forfeiture of rental and/or suspension of scheduling privileges for a month. Penalties will not be effected if scheduler officially cancels one working day before event in the case of meeting rooms, etc., or one week in the case of the Ballroom or any event involving food catering.
6. Rental and deposit payments are due at the time of reservation.

FOOD SERVICE:

1. All food or refreshment of any kind must be cleared through Foods Contractor, University of Hawai'i. No outside food may be brought into any building or room without advance approval by Foods Contractor.

PHYSICAL SET-UP:

1. Arrangements for special equipment (P.A., A.V.T., etc.) must be made at the Scheduling Office. Lead time for special service is two (2) weeks prior to event.
2. Plans for decorations must be approved by the Center management.
3. Changes in the physical set-up of reserved space must be submitted to the office no later than two days prior to the event.
4. The sponsoring person or group is responsible for any and all damage to the facility and/or equipment/furnishings and for any loss of equipment and /or furnishings.
5. Furnishings and equipment may not be moved without prior permission.
6. There shall be no attachment of materials on any surface of the building.

CONDUCT AND RESPONSIBILITY:

1. Groups using facilities must restore them to original condition.
2. Groups reserving space in the Center are responsible for the behavior of their guests and members.
3. It is understood that the organization will abide by all statutes, ordinances, and/or policies of the state, city, University and Campus Center.
4. Failure to observe such statutes, ordinances, and/or policies will result in forfeiture of rental deposit and/or suspension of scheduling privileges for a month, plus responsibility for payment of "out-of-pocket" costs for restoration, etc.
5. It is agreed that any charges arising from the use of the Campus Center complex will be paid by the organization or individual indicated. This will include any property damage occurring from use of the facility under the provisions of the agreement.
6. The officers, members and/or official representatives of the organization shall at all times use due care for public safety and agrees to indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the performance of this agreement; (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. And, furthermore, shall reimburse the University of Hawai'i and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of any such claims.
7. Non-institutional users of University facilities offering classes or other programs of formal instruction must clearly indicate in all promotional material that the program is neither sponsored nor endorsed by the University of Hawai'i at Manoa.

Prepared by the Director of Finance
This is a NEW Procedure

A8.025

A8.000 Fiscal Management

July 1982

p 1 of 10

A8.025 Organizational Responsibilities Within the Fiscal System

1. Purpose

To set forth policies regarding the financial responsibilities of program heads and fiscal administrators.

H.R.S. 304-4 provides that the Board of Regents has general management and control of the affairs of the University and that it may authorize its appointed officers to act on its behalf.

The Board of Regents Bylaws and Policies, Part D, Chapter 1, Section 1-2, a, (1)(c) states, among other things, that the execution of the policies authorized and established by the Board resides with the President and Executive Officer, Vice Presidents, Chancellors, and other administrative officers.

Also in the Board of Regents Bylaws and Policies, Part D, Chapter 2, Section 2-2, b, (5), the President explicitly delegates the responsibility for administration and operation of each campus to the respective Chancellors.

2. Table of Contents

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3. Definition

- a. Program Head - refers to individuals responsible for the overall conduct of programs, specific projects or activities, or for the direction of organizations within the University. The term may include, but is not limited to, Deans, Provosts, Directors and Principal Investigators (as determined by each Chancellor or designee).

- b. Fiscal Administrator - the person on the staff of a campus, college, school, department or other agency of the University who advises the program head on the local conduct of business affairs. Within some organizations this work may be divided between more than one staff position. The term "fiscal administrator" is not descriptive of any one position, but rather refers to that group or class of persons who perform the business administration functions for a particular University agency. These persons may occupy positions with such job titles as Vice Chancellor, Director of Administrative Services, Assistant Dean, Assistant Director, Fiscal Officer, Administrative Officer, etc.

4. Applicability/Responsibilities

This policy outlines financial responsibilities of program heads, and fiscal administrators. Primary authority for financial management has been delegated by the President to the Chancellors, who in turn can subdelegate authority to internal staff members and/or program heads. This latter subdelegation must be made in writing by the Chancellor so that persons who have the authority and responsibility for financial management are clearly identified.

- a. Responsibilities of Program Head. Authority for financial management for the administration and operations of the University resides formally at the Chancellor's level. However, further delegation can be made to program heads. Should delegation occur, program heads would be responsible for managing and controlling financial resources and other assets allocated to them to carry out their programs. Included in this is the development, presentation and execution of the operating budget, the initiation and follow up on business affairs such as procurement, property management, contracts and grants administration, cash management, disbursements, receipts, personnel and payroll, and ensuring that fiscal control and reporting systems are properly prepared and maintained. Execution of each area must be in compliance with applicable laws, rules, policies and regulations (Executive Policy Manual, Administrative Procedures Manual, etc.)

The program head may assign a fiscal administrator to assist in meeting the program head's financial management responsibilities. Responsibilities of fiscal administrators are outlined below. It is mandatory that program heads ensure proper performance by their fiscal

administrators in keeping with these responsibilities. A program head who does not have the services of a fiscal administrator and must personally perform financial management functions should be guided by the fiscal administrator responsibilities as well as any specific financial management responsibilities contained in his/her job description. It should be kept in mind that however many individuals are performing financial management functions under the supervision of the program head, it is the program head who is ultimately responsible for the proper financial management of the respective program.

b. Responsibilities of Fiscal Administrator

Outlined below are major functions that a fiscal administrator, appointed or designated by the program head, should perform. These functions can and will in some cases be performed by more than one individual and possibly at different levels in the hierarchy.

- 1) General Responsibilities. The basic responsibility of a fiscal administrator is to assist the program head in administering programs of instruction, research, public service, and other objectives of the organization and of the University through effective fiscal and other administrative services. Generally, responsibilities delegated by the program head to the fiscal administrator are expressed in specific Delegation of Authority documents or in other Administrative Procedures Manual instructions.

The fiscal administrator is responsible solely to the program head for local staff support in business affairs, and for ensuring compliance with applicable laws, regulations, and policies with respect to fiscal matters, and for ensuring that combined expenditures and encumbrances do not exceed funds available at any time.

The fiscal administrator is expected to recommend improvements in business management methods or procedures to the program head. The fiscal administrator is also expected to maintain adequate files and records of activities and procedures, obtain proper information about the program, and remain abreast of new information affecting the programs serviced.

Depending upon the classification of the fiscal administrator, this individual will hold and conduct training sessions for the staff and clerical personnel under his/her supervision. The fiscal administrator may also have some or all of the following supervisory responsibilities:

- a) Supervise staff of subprofessional subordinates engaged in bookkeeping, procurement document processing, and inventory management.
- b) Supervise administrative, technical and clerical subordinates.
- c) Plan, lay out and supervise the work of administrative, professional and technical staff.

2) Specific Responsibilities. Where the broad areas of responsibility are divided among more than one staff member, each of the following specific responsibilities may be assigned as applicable. It should be understood that based on a program's scope of operation, some of the following items may not be applicable, or in other cases, additional responsibilities outside of this list might be performed.

a) Accounting

- (1) Understand how accounting transactions are submitted and recorded in the UH fiscal system; be familiar with the appropriate documents and their use; and assure adherence to established procedures.
- (2) Understand the University's role in the overall management of funds and its control over receipts and disbursements.
- (3) Maintain current and complete information on the status of each account (allotments, encumbrances, expenditures, and revenue balances), including transactions not yet reflected in University accounting records, such as purchase orders and interdepartmental charges in the process of being recorded.
- (4) Encumber funds; adapt established account codes and systems to the various projects;

examine and close accounts (except Federal and Trust Fund Contract and Grant accounts) in a timely manner at termination dates by clearing accounts of outstanding encumbrances, cash balances, etc.

- (5) Prepare claims against funding agencies for reimbursement of expenditures incurred but not billed by the Contracts and Grants Management Office.
- (6) Administer the billing and settlement of interdepartmental sales (recharges) of activities with authorized recharging operations.
- (7) Review accounting reports produced by the Fiscal Information System and verify or adjust internal records as necessary; notify the Central Accounting Office of any discrepancies or errors in such reports.
- (8) Review internal controls in effect, and revise and implement procedures as necessary.
- (9) Maintain petty cash and imprest checking accounts in accordance with current policies, provide adequate security for these funds, and ensure their proper usage.
- (10) Project the status of accounts and of the organization's financial position for financial planning and budgetary control purposes.
- (11) Make analyses of fiscal operations and financial conditions of the programs within his/her area of responsibility, and propose solutions to organizational fiscal problems; prepare worksheets and analyze cost trends; analyze cash flows and levels. Review financial records and reports prepared by others; review and trace related errors.
- (12) Prepare and provide financial data for auditors and the Central Administration as required, and funding agencies when requested.

- (13) Maintain liaison with program heads to keep them abreast of the status of accounts with which they are concerned and to keep informed of plans which may affect such accounts.
- (14) Prepare trial balances of selected accounts for independent auditors and others.
- (15) Prepare composite and unit income statements and statements of condition to analyze the financial results of Special Fund operations (athletics, student housing, etc.)
- (16) Analyze historical sales data and market trends; review current operations and make projections; develop long-range sales objectives and standards; prepare financial plans based on sales estimates.
- (17) Conduct end-of-period cash and funds flow analyses; recommend investment of excess cash.
- (18) Make timely and accurate disbursements to vendors, contractors, and other individuals or agencies to which a financial obligation is owed.
- (19) Ensure that payroll documents are accurate, complete and timely.
- (20) Submit timely appointment recommendations or reports of termination to ensure that payroll checks are received on time or not written in favor of individuals beyond the end of their appointment period.
- (21) Conduct local administration of leave, promotion, transfer, termination, and fringe benefit actions in accordance with current instructions and as directed by the program head.

b) Procurement

- (1) Acquire goods and services within the limits of delegated purchasing authority by issuing purchase orders or authorizations for

payment, or by use of petty cash or an imprest checking account.

- (2) Obtain goods and services beyond his/her purchasing authority through the University Procurement and Property Management Office (PPMO), and doing the preliminary work within his/her capacity on contractual documents which are awarded by the Procurement and Property Management Office.
- (3) Assist requisitioners in developing technical specifications of goods and services desired.
- (4) Acquire pertinent information on prices and relative quality of goods and services offered.
- (5) Review past and proposed expenditures and recommend the best method of acquiring services or products.
- (6) Select or recommend vendors on the basis of competitive quotations where appropriate.
- (7) Furnish vendor source material when pertinent and recommend vendors for proprietary purchases made by the Procurement and Property Management Office.
- (8) Certify to the program head the availability of funds and compliance with applicable laws, regulations, and policies prior to the issuance of purchase orders, incurring of expenditures or letting of contracts.
- (9) Ensure that requisitions, purchase orders and other procurement documents are accurate and complete.
- (10) Keep abreast of bills of lading, deliveries, invoices and correspondence to ensure that required actions are taken and responses made promptly.
- (11) Ensure, in cooperation with requisitioners and program heads, that inspection of goods received and forwarding of receiving reports (matched with invoices as applicable) to the

Disbursing Office are accomplished promptly.

- (12) Take prompt action to clear encumbrances in cases of non-delivery, cancellation, or return of goods.
- (13) Administer University contracts to ensure satisfactory performance by vendors and that the University meets its obligations fully and promptly.

c) Property Management

- (1) Assist and advise the program head and using agencies on compliance with the rules and regulations pertaining to property administration.
- (2) Maintain appropriate property and inventory records and controls, and prepare inventory reports in accordance with current instructions.
- (3) Assist using agencies and the program head in the tasks of personal property acquisition and administration.
- (4) Ensure effective assignment, transfer, loan and disposal of supplies and equipment in accordance with current University regulations and organizational requirements.
- (5) Assume custodial responsibility for personal property within the program or assist in ensuring that property custodians accept and operate in accordance with their responsibilities.
- (6) Satisfactorily safeguard, in accordance with present policies, supplies and equipment consistent with conditions of use.

d) Budget

- (1) Assist the program head in developing workload data, information on program requirements and current resources, program narratives, and expenditure plans in support of annual budget preparation and long-range

budget plans. Requirements to be considered include personnel, supplies, equipment, motor vehicles, and physical facilities.

- (2) Prepare budgets and budget submission documents including revenues, as applicable, in accordance with current instructions, as directed by the program head.
- (3) Conduct a continual review of budget performance and status, including monitoring current year allotments as they relate to actual encumbrances and expenditures, to ensure that commitments do not exceed resources.
- (4) Monitor all financial and budgetary transactions to ensure compliance with pertinent laws, rules, regulations, policies and procedures (UH, state, federal, and other external funding sources).
- (5) Revise and update expenditure plans and budget data when necessary.
- (6) Assist the program head in the preparation of federal budget proposals.
- (7) Prepare and submit quarterly and other financial reports as required on a timely basis, in accordance with current instructions.
- (8) Prepare adjustments and/or revisions of budgetary estimates (revenues, allocations and allotments) on financial plans under the direction of the program head.
- (9) Be knowledgeable of the University's and the state's budgetary processes and the Department of Accounting and General Services' accounting procedures.
- (10) Be knowledgeable about the preparation and flow through the system of the University's budgetary documents.
- (11) Keep abreast of position counts and requirements and coordinate and/or prepare necessary requests and justifications for

staffing vacant positions, establishing new positions or redescribing existing positions; conduct staffing pattern studies.

- (12) Coordinate the preparation of organizational and functional charts.

e) Contract and Grant Administration

- (1) Assist the program head in preparing budget material for proposals to funding agencies.
- (2) Schedule contract acquisitions and work closely with using agencies in determining their real needs, and assist them in developing technical specifications and pricing information.
- (3) Act as coordinator between the Procurement and Property Management Office and the using agency.
- (4) Effectively monitor contracts in accordance with University regulations.
- (5) Maintain cost sharing records.
- (6) Furnish necessary information to the Contracts and Grants Management Office for preparation of fiscal reports to grantors.

Prepared by the Disbursing Office
This replaces Administrative Procedure No. A8.836
dated July 1996

A8.836
September 2006

A8.800 Disbursing/Accounts Payable and Payroll

p 1 of 8

A8.836 Purchase Orders and Related Forms

1. Purpose

To provide procedures to encumber purchase orders, process payments, adjust encumbrances and record these purchase order transactions into the Financial Management Information System. Additionally, to provide processing guidelines for the related Purchase Order Change Form and the Receiving Report.

2. Responsibilities

- a. Each campus/department office is responsible to ensure that Purchase Orders, Purchase Order Change Forms, and the Receiving Reports are processed in accordance with established procedures. The fiscal officer is the individual authorized to issue purchase orders within the limitation (dollar amount) of his/her purchasing authority and is accountable for compliance with the procedures.
- b. Fiscal officers and program managers (approving authority) who approve payments on purchase orders and related forms are responsible for compliance with applicable Federal and State laws, rules, regulations and University policies and procedures.
- c. The Office of Procurement and Real Property Management (OPRPM) is responsible for processing the encumbrance documents \$25,000 and higher.
- d. The Disbursing Office is responsible for the auditing and the processing of the encumbrance documents less than \$25,000.

3. General Procedures

- a. The Purchase Order (Attachment 1) is the basic purchasing document of the University to procure goods and services for less than \$25,000 (refer to A8.250 - Small Purchase and for instructions to complete the purchase orders) (Attachment 1).

Departmental checking accounts are normally used to process payments of \$100.00 or less (refer to A8.844 - A8.848 for details). Petty cash funds are normally used to process payments of \$25.00 or less (refer to A8.811 - A8.819 for details).

- b. All goods and services are to be appropriately purchased with a purchase order unless there is a need for another type of document or purchasing/payment method. Sections of the Administrative Procedures Manual prepared by the Office of Procurement and Real Property Management (OPRPM) offer guidance for further procurement document usage. Sections of the Administrative Procedures Manual prepared by the Disbursing Office offer guidance for the use of other payment documents.
- c. Upon acceptance by the vendor, the purchase order becomes a contract which is binding on the University. The same attention to detail should be given to the preparation of the purchase order as is given to the preparation of any contract document.
- d. The Purchase Order Change Form (Attachment 2) is used to record changes to the purchase order (refer to A8.250.15b. - Purchase Order Changes and for instructions to complete this form) (Attachments 250.9 and 250.10).
- e. All Requisitions (with appropriate documentation), Purchase Orders and Purchase Order Change Forms (\$25,000 and higher) must be promptly submitted to OPRPM for review, approval and encumbrance processing. See the OPRPM instructions A8.250 - Small Purchase (purchase less than \$25,000 for goods, services and construction).

f. All Purchase Orders, Purchase Order Change Forms (less than \$25,000) and all Receiving Reports must be promptly submitted to the Disbursing Office for audit review, encumbrance and payment processing. See the Disbursing Office instruction A8.839 - Accounts Payable Processing.

4. Assignment of Payment

On occasion, a vendor/contractor to whom the University has awarded a purchase order or a contract requests that payment(s) under the specific purchase order or contract be assigned to a third party. Pursuant to section 40-58, HRS, the vendor/contractor may not assign payment(s) for a specific purchase order or contract to a third party unless the assignment is first approved by the Vice President for Budget and Finance/Chief Financial Officer. The assignment should be processed on an OPRPM Form 90, Assignment of Money by Party to Whom University is Directly Indebted, (Attachment 3). (Refer to A8.275, Attachment 275.7 for instructions to complete this form.)

UNIVERSITY OF HAWAII CAMPUS DATE PURCHASE ORDER

NOTICE TO VENDORS

TIME IS OF THE ESSENCE AND THIS ORDER IS CONTINGENT UPON YOUR ACCEPTANCE OF THE SPECIFIED TERMS AND CONDITIONS AND YOUR ABILITY TO MEET THE BELOW STATED DELIVERY DATE; OTHERWISE THIS PURCHASE ORDER IS VOID. DELIVER ADDRESS, PURCHASE ORDER NUMBER, AND REQUISITIONER MUST APPEAR ON ALL PACKAGES, INVOICES AND SHIPPING NOTICES. FEDERAL FUNDS APPLY: YES NO THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE IF YES, THE ATTACHED FEDERAL PROVISIONS SHALL ALSO APPLY.

DELIVER TO: (ALL TRANSPORTATION CHARGES MUST BE PREPAID F.O.B. DESTINATION)	REQUISITIONER	REQUISITIONER'S TEL NO.
VENDOR:	DELIVER ON/BEFORE	DELIVER PREPAID VIA
	CONTRACT/PRICE LIST/QUOTATION NO.	DISCOUNT TERMS
	BILLING ADDRESS - SEND ONE ORIGINAL AND TWO COPIES OF INVOICE TO	

ITEM NO.	QUANTITY		DESCRIPTION UNIT PRICES ARE E (ESTIMATED) OR F (FIRM)	OBJECT CODE	E/F	UNIT PRICE	AMOUNT
	ORD.	REC.					
SAMPLE							
						TOTAL →	

I AUTHORIZE ISSUANCE OF THIS ORDER AND CERTIFY THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE LAW AND UNIVERSITY POLICY.

TYPED NAME

PB 39032

MAILING ADDRESS	PHONE NO.	BY PURCHASING OFFICER SIGNATURE	DATE
-----------------	-----------	---------------------------------	------

FOR UNIVERSITY USE ONLY

I CERTIFY THAT THIS PURCHASE SUPPORTS THE UNIVERSITY PROGRAM INDICATED IN THE ACCOUNT CODE BLOCK I CERTIFY THAT SUFFICIENT FUNDS ARE AVAILABLE IN THIS ACCOUNT FOR THIS PURCHASE AND THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE UNIVERSITY POLICIES AND PROCEDURES.

APPROVING AUTHORITY	TITLE	FISCAL OFFICER (If Fiscal Officer is same as Purchasing Officer ✓ Box C)	F.O. CODE NO.
---------------------	-------	--	---------------

EQUIPMENT TO BE LOCATED (BLDG. & RM): FEDERALLY OWNED EQUIPMENT <input type="checkbox"/>	OR	INCORPORATED INTO EXISTING EQUIPMENT: DECAL NO. OR P.O. NO. IF DECAL NOT ISSUED
---	----	--

ACCOUNT CODE	OBJECT	AMOUNT	VENDOR CODE
			FEDERAL TAX IDENTIFICATION NO.

VENDOR COPY

TERMS AND CONDITIONS
APPLICABLE TO ALL PURCHASE ORDERS

1. **INVOICES** must be rendered in triplicate not later than the day following shipment. In accordance with Sections 1994T-1, 1995) of the IRS Code, the vendor shall provide the University of Hawaii (UH) with its Federal Taxpayer Identification Number and its U) Hawaii General Excise Tax Identification Number or 2) its Social Security Number on the invoice.
2. **EXTRA CHARGES.** No additional charges of any kind, including charges for hoisting, packing, cartage, or other extras will be allowed unless specifically agreed to in writing, in advance by UH.
3. **PAYMENT.** C.O.D. shipments will not be accepted. Drafts will not be honored. In accordance with Section 100-10, Hawaii Revised Statutes, payment to vendors shall be made no later than 30 calendar days following receipt of invoice or satisfactory receipt of goods and services.
4. **PRICE.** If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order may not be filled at a higher price than last quoted or charged without UH's specific authorization.
5. **APPLICABLE LAWS.** Vendor represents that the merchandise covered by this order was not manufactured and is not being sold or priced in violation of any federal, state or local law.
6. **FAIR LABOR STANDARDS ACT.** Vendor agrees that goods shipped to UH under this order will be produced in compliance with the Fair Labor Standards Act.
7. **WARRANTY SPECIFICATIONS.** Vendor expressly warrants that all the materials and articles covered by this order or other description or specification furnished by UH will be in strict accordance with such order, description or specification and free from defects in material and/or workmanship, and merchantable.
8. **CANCELLATION.** UH reserves the right to cancel all or any part of the undelivered portion of this order if Vendor does not make deliveries as specified, time being of the essence for this P.O., or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor.
9. **ACCEPTANCE.** The items or services covered by this order shall be furnished by Vendor subject to all the terms and conditions set forth in this order including the following, which Vendor in accepting this order agrees to be bound by and to comply with all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the items or services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made part of the order only to the extent of specifying items, the nature of the items, the services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with the terms and conditions of this order.
10. **WAIVER.** The failure of the UH to enforce at any time any of the provisions of this order, or to exercise any option herein provided, or to require at any time performance by the Vendor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this order or any part thereof, or the right of the UH hereafter to enforce each and every such provision.
11. **WARRANTIES.** Vendor warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any supplies furnished by the Vendor. All warranties shall run to the UH, its successors, and assigns.
12. **DISCOUNT DATE.** The date for calculation of any cash discount offered by the Vendor and provided for on the face of this order is (i) the date material is received or (ii) the date an acceptable invoice is received, whichever is later.
13. **INSPECTION.** All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and the Vendor's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by the UH and/or government inspectors upon the premises of the Vendor. Vendor, without additional cost, shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors. At the time of inspections, Vendor shall make available to the inspector copies of all drawings, specifications and process, preservation and packaging data applicable to the articles ordered herein.
14. **ASSIGNMENT.** This order is assignable by the UH. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of the UH. In case such consent is given, it shall not relieve Vendor from any of the obligations of this order and any transfer or subcontractor shall be considered the agent of Vendor and, as between the parties hereto, Vendor shall be and remain liable as if no such transfer or subcontracting has been made.
15. **CHANGES.** The UH may make changes within the general scope of this order by giving notice to Vendor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Vendor shall be recognized without written approval of the UH. Any claim of Vendor for an adjustment under this article must be made in writing within THIRTY (30) days from the date of receipt by Vendor of notification of such change unless the UH waives this condition. Nothing in this article shall excuse Vendor from proceeding with performance of the order if changed hereunder.
16. **SHIPPING INSTRUCTION.** Shipments must be made as specified on the face of the order unless subsequently modified in writing by the UH.
17. **LABOR DISPUTES.** Vendor shall give prompt notice to the UH of any actual or potential labor dispute which delays or may delay timely performance of this order.
18. **TERMINATION AND DELAYS.** The UH may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The UH shall pay Vendor a full compensation for performance under such termination, (1) the unit or pro rata order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by Vendor as approved by the UH with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

- The UH may, by written notice, terminate this order for Vendor's default, in whole or in part, at any time, if Vendor refuses or fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make delivery of the items or services or perform the services within the time specified or any written extension thereof. In such event the UH may purchase or otherwise secure items or services and, except as otherwise provided herein, Vendor shall be liable to the UH for any excess costs occasioned by the UH thereby. If, after notice of termination for default, the UH determines that the Vendor was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Vendor (including, but not restricted to, acts of God or of the public enemy, acts of the UH, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of the UH, unless the UH shall determine that the items or services covered by this order were obtainable from other sources in sufficient time to meet the original delivery schedule. If the UH determines that Vendor has been delayed in the work due to causes beyond the control and without the fault or negligence of the Vendor, the UH may extend the time for completion of the work called for by this order, when promptly applied for in writing by Vendor; and if such delay is due to failure of the UH, not caused or contributed to by Vendor, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the changes article. Sole remedy of Vendor in event of delay by failure of the UH to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for unexpended profits. The rights and remedies of the UH provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- As used in this article, the word "Vendor" includes Vendor and Vendor's subcontractors at any tier.
19. **LIABILITY FOR UH FURNISHED PROPERTY.** Vendor assumes complete liability for any tools, articles or material furnished by the UH to Vendor in connection with this order and Vendor agrees to pay for all such tools, articles, or material supplied by it or not otherwise accounted for to the UH's satisfaction. The furnishing to Vendor of any tools, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title therein to Vendor.
 20. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CERTIFICATION.** The Vendor agrees that the equal opportunity clause which prohibits discrimination on the basis of race, color, religion, sex or national origin and the affirmative action requirements of Executive Order 11246, as amended, and implementing regulations at 41 CFR 101-11.6, are incorporated by reference in each non-exempt contract, subcontract, or purchase order which is presently existing or which may be entered into hereafter, between the Vendor and the University of Hawaii. The Vendor agrees to perform the applicable obligations of the equal employment opportunity and affirmative action clauses, as amended, covering nonexempt facilities (41 CFR 101-11.6), minorities and women (41 CFR 101-11.6), persons with disabilities (41 CFR 101-11.6), affirmative action program for Vietnam era and special disabled veterans (41 CFR 101-11.6), and affirmative action program for handicapped workers (41 CFR 101-11.6). The Vendor agrees to indemnify and hold harmless from any claims or demands with regard to the Vendor's compliance with these provisions.
 21. **INDEMNIFICATION.** The Vendor shall indemnify, defend and hold harmless the UH and the State of Hawaii, and their officers, employees, agents, or any persons acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of Vendor, its officers, employees, agents, or agents connected with the performance of this order, except liability arising out of the negligence of the UH or its employees; (2) all claims, suits and damages by whomsoever brought or made by reason of the nonperformance or nonperformance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, the Vendor shall reimburse the UH and the State of Hawaii, and their officers, employees, agents, or any persons acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of any such claims.
 22. **PATENT INDEMNITY.** Vendor shall pay all royalty and license fees relating to the items covered hereby; in the event any third party shall claim that the manufacture, use and sale of the goods covered hereby, infringe any copyright, trademark or patent, the Vendor shall indemnify the UH and hold the UH harmless from any cost, expenses, damage or loss incurred in any manner by the UH on account of any such alleged infringement.
 23. **DISPUTES.** All disputes arising under or related to this order shall be resolved in accordance with this clause.
 - a. A claim by the Vendor shall be made, in writing, and submitted to the UH Director of Procurement and Real Property Management for a written decision.
 - b. The UH Director of Procurement and Real Property Management shall render a decision within 90 days of the request. The finding and decision shall be written and shall be furnished to the Vendor providing evidence of receipt.
 - c. The decision shall be in accordance with UH Administrative Procedure AX-273. The decision of the UH Director of Procurement and Real Property Management shall be final.
 24. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This order shall be construed according to the laws of the State of Hawaii.

UNIVERSITY OF HAWAII

CAMPUS:

PURCHASE ORDER CHANGE

DEPARTMENT	DATE OF CHANGE	RE: PURCHASE ORDER NO.
VENDOR	REQUISITION NO.	VENDOR CODE NO.
	REQUISITIONER/TEL. NO.	
	TYPE OF CHANGE <input type="checkbox"/> TOTAL CANCELLATION <input type="checkbox"/> PARTIAL CANCELLATION <input type="checkbox"/> QUANTITY & AMOUNT <input type="checkbox"/> DESCRIPTION, SPECIFICATION, DELIVERY INSTRUCTION <input type="checkbox"/> ACCOUNT OR OBJECT CODE (DO NOT SEND TO VENDOR)	

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGE
IN THE ABOVE DESIGNATED PURCHASE ORDER

ITEM NO.	QUANTITY	DESCRIPTION	OBJECT CODE	UNIT PRICE	AMOUNT
		ORIGINAL ORDER READS:			
		CHANGE ORDER TO READ:			
NET CHANGE: \$ _____ <input type="checkbox"/> INCREASE; OR <input type="checkbox"/> DECREASE					

SUMMARY OF ACCOUNT CODE/OBJECT CODE CHANGES

ACCOUNT CODE	OBJECT	AMOUNT	DEBIT(D) CREDIT(C)

REASON FOR CHANGE:

PURCHASING OFFICER SIGNATURE

DATE

APPROVING AUTHORITY

TITLE

FISCAL OFFICER

FO CODE NO.

COPY FOR: VENDOR FISCAL OFFICER DISBURSING OFFICE
 OPRPM REQUISITIONER

REVISION DATE 01/2004

OPRPM Form 90
(Rev. 01/2005)

ASSIGNMENT OF MONEY BY PARTY TO WHOM UNIVERSITY IS DIRECTLY INDEBTED

TO THE UNIVERSITY OF HAWAII:

(Name of Party to Whom UNIVERSITY is Indebted)

(Address) (City) (State) (Zip Code)

hereinafter referred to as "CONTRACTOR", requests the UNIVERSITY to pay

\$ _____, now due or to become due and owing
(Specify total amount or the words "All sums")

to the CONTRACTOR from the UNIVERSITY OF HAWAII under _____
(Contract No., Purchase Order No.)

(hereafter referred to as the "CONTRACT") to the order of _____
(Name)

(Address) (City) (State) (Zip Code)

hereinafter referred to as "PAYEE", subject to the conditions set forth herein.

The CONTRACTOR warrants and represents that he/she/it has not heretofore sold, assigned, or otherwise disposed of the money due or to become due under the CONTRACT, and that there are no orders, garnishments, or attachments outstanding affecting the same in any way.

The UNIVERSITY consents to pay the amount designated by the CONTRACTOR, and by such consent the UNIVERSITY does not assume any obligation, duty or liability whatsoever under any agreement, written or otherwise, between or among the CONTRACTOR and the designated PAYEE or any other person(s) or entity, notwithstanding any provision, term or condition in or constituting said agreement. The UNIVERSITY's consent to paying as designated by the CONTRACTOR is also subject to any withholding request by the DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS for violations under Chapter 104, Hawaii Revised Statutes; by the DEPARTMENT OF TAXATION for delinquent taxes; and by any other department of the STATE OF HAWAII or any claim outstanding against the CONTRACTOR or designated PAYEE. Further, it is expressly understood that the UNIVERSITY may withhold any sums due to the agency from the CONTRACTOR, whether by liquidated damages, offset or otherwise, and that the UNIVERSITY's consent hereto is limited strictly to those sums which may be owing to the CONTRACTOR pursuant to the CONTRACT.

The CONTRACTOR hereby releases and forever discharges the UNIVERSITY and the STATE OF HAWAII from any and all liability whatsoever on account of any and all moneys paid to the PAYEE, pursuant to this ASSIGNMENT.

Evidence of authority to sign this ASSIGNMENT on behalf of the CONTRACTOR must be submitted with this ASSIGNMENT in a form satisfactory to the UNIVERSITY.

(Signature) (Title) (Date)

Consent to the above ASSIGNMENT is hereby granted.

(Vice President for Budget and Finance/Chief Financial Officer, University of Hawaii) (Date)

OPRPM FORM 90
(Rev. 01/2005)

INSTRUCTIONS AND EXPLANATION FOR FILLING IN FORM 90

ASSIGNMENT OF MONEY BY PARTY TO WHOM THE UNIVERSITY IS DIRECTLY INDEBTED

1. Signatures and Notarizations.

- a. **Corporation:** If the CONTRACTOR is a corporation, the officers or other persons authorized to sign on behalf of the corporation, as evidenced by a corporate resolution, should sign and have their signatures acknowledged before a notary, using a corporate acknowledgment form.
- b. **Partnership:** If the CONTRACTOR is a partnership, the partners should sign and have their signatures acknowledged before a notary, using a partnership acknowledgment form.
- c. **Sole Proprietor:** If the CONTRACTOR is an individual, i.e., doing business as a sole proprietorship, the owner's signature should be acknowledged before a notary, using an individual acknowledgment form.

2. Number of Copies.

Three (3) copies of the form are to be prepared and submitted to the Office of Procurement and Real Property Management, University of Hawai'i, 1400 Lower Campus Road, Room 15, Honolulu, Hawai'i 96822.

3. Distribution.

Copy #1 OPRPM
#2 PAYEE
#3 CONTRACTOR

4. Cancellation or Reduction of Assignment.

Cancellation or reduction of this assignment must be requested, in writing, supported by a written statement from the PAYEE consenting to the cancellation or reduction.

A8.800 Disbursing/Accounts Payable and Payroll

p 1 of 28

A8.839 Accounts Payable Processing

1. Purpose

To establish operational guidelines for an orderly and systematic process of handling payables. To provide accountability for handling obligations and procedures to expedite processing of payments as mandated by law.

Chapter 103-10, Hawai'i Revised Statutes, requires, "(a)Any person who renders a proper statement for goods delivered or services performed, pursuant to contract, to any agency of the state or any county, shall be paid no later than thirty calendar days following receipt of the statement or satisfactory delivery of the goods or performance of the services.....".

2. Objectives

- a. To provide prompt, timely and accurate payments to vendors and payees. Colleges/Departments must continue to process all invoices as soon as possible upon receipt of both the goods/services and invoices to the Accounts Payable Section to decrease vendors/payees waiting period for payment.
- b. To conduct final pre-audit review of all payment transactions, batching and data entry of transactions, and release of transactions to checkwriting for production and distribution.

3. Responsibilities

- a. Program Managers are responsible for the receipt, inspection and acceptance of the goods and services.
- b. Fiscal Officers are responsible for:
 - 1) Determining what constitutes a legitimate invoice/payment document, the accuracy and completeness of the invoice/payment document, authorizing the invoice/payment document, and its expedient handling to assure prompt payment.

- 2) Reconciling any discrepancies between the receiving report and the invoice/payment document. This may involve requests for credit memos.
 - 3) The historical tracking of line items being paid, items outstanding, and the corresponding outstanding encumbrance balances. They are responsible for the final liquidation of the encumbrance.
- c. Fiscal Officers and Program Managers (Approving Authority) who approve payments are responsible for compliance with applicable Federal and State laws, rules, regulations, and University policies and procedures.
 - d. UH Disbursing Office, Accounts Payable Section is responsible for the final pre-audit of all payment documents, for processing payment, and for checkwriting production and distribution, systemwide.

4. Identifying an Invoice

- a. The invoice must be an original or a carbon copy preprinted with:

"Original Invoice"
"Original Document"
"Customer Invoice"
"Customer Copy" or
"This is Your Bill"

Any other pre-printed wordings such as "Remittance Copy" or "Fax Copy", are not acceptable as original invoices. If an invoice copy is submitted for payment instead of the original, it must be certified as an original invoice and signed by the vendor (see below). Initials and rubber stamp signatures are not acceptable.

"I certify this is an original invoice."

(Authorized Representative)

- b. The invoice must be identified with a complete heading of the Vendor's name and Address. It should also show the College/Department name and address it is being billed to.
- c. The invoice must be itemized and list the corresponding purchase order/contract number.

- d. The College/Department should receive at least one original and one copy of an invoice.
- e. Colleges/Departments may submit original statements of vendors that do not provide invoices. The statements must be itemized or supported with itemized backups.

5. Determining the Aging Start Date

Pursuant to Chapter 103-10, Hawai'i Revised Statutes the vendor is entitled to interest commencing on the 30th day following receipt of the invoice or satisfactory delivery of the goods or performance of the services, whichever is later, and ending on the date of the check. Use of the Aging Start Date Stamp allows for the tracking of these dates especially when there is an interest claim.

Date _____
Invoice Received
Date _____
Goods/Svcs Received
Voucher No. _____

The invoice received date must be the date invoice was first received by the College/Department and verified accurate.

The goods/services received date is the date goods/services were received in satisfactory condition. The following three dates must match:

- Date receipted on packing/delivery slip.
- "Date Received" on the Receiving Report
- Date Goods/Svcs Received on the ASD Stamp

The Voucher No. field is for Central Office Use only.

Colleges/Departments are responsible to maintain an audit trail of dates invoices/corrected invoices are received and goods/services are satisfactorily received in the event the vendor claims undue interest for late payment.

6. Payment Processing Procedures

a. Action by Colleges/Departments for PURCHASE ORDERS

1) PURCHASE ORDERS WITHIN FISCAL OFFICER'S AUTHORITY

- a) Receive goods/services in satisfactory condition. Packing slip, delivery receipt, copy of invoice should be signed and dated

upon acceptance. This date should be used as the date goods/services received assuming further inspection does not detect any discrepancies in the order/job.

- b) Receive invoices/payment documents and verify unit prices, extensions, and totals.
 - i) Cash Discounts - Indicate appropriate cash discounts. Indicate authorized adjusted total (total of invoice less discount) on face of invoice.
 - ii) Discrepancies - Do not alter any figures on the invoice except as explained in 3) below. Request for a corrected invoice or credit memo.
- c) Minor computational alterations (changes of extensions, footings, and/or totals) may be corrected by the College/Department with prior approval from the vendor. The following authorization statement must appear on the face of the original invoice and each copy thereafter when an alteration is made by the College/Department: "Alterations approved by (list name of contact person) and date contacted." All invoices requiring major alterations will need a credit memo or a corrected invoice.

The following adjustments may be made without vendor approval:

- Deduction of cash discounts
- Deduction of interest/late charges
- Inserting or changing purchase order numbers, e.g., vendor error.

- d) Major alterations to the order require a Purchase Order Change Form, refer to OPPRM APM A8.250.18.c., for all conditions requiring a POCF.

Changes on the POCF need to be made on the blue receiving reports to dates subsequent payments will reflect changes. Do not submit a copy of the POCF with each payment. This is not required.

EXCEPTION TO CONDITIONS: Disbursing requires a POCF in addition to the conditions listed under APM A8.250.18.c, when a partial payment will liquidate the encumbrance to zero. The POCF is required to increase the encumbrance, creating a balance to process the current payment and future payments.

- e) Affix and complete the Aging Start Date stamp on the original invoice.
- f) Complete the Receiving Report of the Purchase Order. (See Attachment 1 and refer to OPPRM Attachment 250.10 for detailed instructions to complete the Receiving Report.)

For partial receipts, a WHITE copy should be taken prior to recording any receiving/payment information. For final receiving, the BLUE Receiving Report must be submitted for payment processing of the completed/final invoice. Whenever there are more deliveries than space allows, an attachment should be used (See Attachment 2).

The following information should be filled out:

- Date Received (This date must match the date on the delivery/packing slip)
- Item No. - Items received
- Received By - Original Signature
- Invoice and Delivery Receipt Nos./Comments
 - Invoice Nos. and Invoice Amounts
 - Total of Invoices attached and to be paid

An original signature (in the "Received By" field) is required on each receiving report submitted for payment. Use of a photo copy (white receiving report) indicates a partial receipt of goods/services. Use of the blue receiving report indicates completion of the purchase order and final liquidation of the encumbrance.

Date _____
Invoice Received
Date _____
Goods/Svcs Received

Voucher No. _____

- g) In the event payment involves multiple accounting lines or multiple invoices with multiple accounting lines, the amount to be prorated against each account/subcode must be written on the face of the invoice. (See Attachment 3 for the following sample.)

Ex:	110147	3000	658.32
	110167	7100	<u>329.68</u>
			\$988.00

If more than one invoice is being processed against a receiving report, the invoices should be placed in invoice alpha/numeric order behind the receiving report. Total of invoices paid should be noted in the comments section of the receiving report.

- h) Submit the following to Disbursing Office, Accounts Payable Section:
- Receiving Report (white for partials and blue for final)
 - Original (Certified Original) invoices or payment documents
 - Supporting documents

- i) Final Purchase Order Encumbrance Liquidation Rules

Submission of the blue receiving report indicates the purchase order is complete and insignificant remaining encumbrances associated with the purchase order will be closed. However, a POCF is required for final liquidation under conditions outlined in OPPRM's APM Section A8.250.18c.

- j) Payment to Non-University Personnel for Services Performed

Submission of the blue Receiving Report with original invoice for the purpose of making prompt payments to non-University personnel should be sent 10 working days in advance of service performance date. Fiscal Officer/

Program Manager must certify that services will be performed prior to the check being issued. "I certify that the above mentioned services will be satisfactorily performed and payment is hereby authorized. I agree to be personally responsible for reimbursing the account charged in the event payment is made for services not performed."

A WH-1 form is required for reportable transactions. Service performance approval for the Office of Human Resources is required for individual service performance.

2) PURCHASE ORDERS REQUIRING ISSUANCE BY OPPRM FOR ELECTRONIC PURCHASE ORDER PROCESSING

- a) Receive goods/services in satisfactory condition. Packing slip, delivery receipt, copy of invoice should be signed and dated upon acceptance. This date should be used as the date goods/services received assuming further inspection does not detect any discrepancies in the order/job.
- b) Receive invoices/payment documents and verify quantity, unit prices, extensions, and totals.
 - i) Cash Discounts - Indicate appropriate cash discounts. Indicate authorized adjusted total (total of invoice less discount) on face of invoice.
 - ii) Discrepancies - Do not alter any figures on the invoice except as explained in c) below. Request for a corrected invoice or credit memo.
- c) Minor computational alterations (changes of extensions, footings, and/or totals) may be corrected by the College/Department with prior approval from the vendor. The following authorization statement must appear on the face of the original invoice and each copy thereafter when an alteration is made by the College/Department: "Alterations approved by (list name of contact person) and date contacted." All invoices requiring major alterations will need a credit memo or a corrected invoice.

The following adjustments may be made without vendor approval:

- Deduction of cash discounts
- Deduction of interest/late charges
- Inserting or changing purchase order numbers, e.g., vendor error.

d) Match invoice(s) with FMIS Purchase Order-Receiving Report or EMIS Purchase Order Change-Receiving Report.

Invoices must be checked item for item against the Receiving Report. Item #'s must be recorded on each line of the invoice. (See Attachment 15 to 20).

e) Affix and complete the Aging Start Date stamp on the original invoice.

Date _____
Invoice Received

Date _____
Goods/Svcs Received

Voucher No. _____

f) Complete the Receiving Report of either the Purchase Order or Purchase Order Change. Indicate partial or complete in the appropriate column of the Receiving Report Stamp.

An original signature (in the Received By field) is required on each receiving report submitted for payment.

- g) If more than one invoice is being processed against a receiving report, the invoices should be placed in invoice alpha/numeric order behind the receiving report.

Note: Proration by account code on the face of the invoice is no longer required.

- h) Submit the following to Disbursing Office, Accounts Payable Section:

- Receiving Report
- Original (Certified Original) invoices or payment documents
- Supporting documents

- i) Final Purchase Order Encumbrance Liquidation Rules

Refer to OPPRM's APMs.

- j) Payment to Non-University Personnel for Services Performed

Submission of the Receiving Report with original invoice for the purpose of making prompt payments to non-University personnel should be sent 10 working days in advance of service performance date. Fiscal Officer/Program Manager must certify that services will be performed prior to the check being issued. "I certify that the above mentioned services will be satisfactorily performed and payment is hereby authorized. I agree to be personally responsible for reimbursing the account charged in the event payment is made for services not performed."

A WH-1 form is required for reportable transactions. Service performance approval for the Office of Human Resources is required for individual service performance.

b. Action by Colleges /Departments for CONTRACTS

- 1) Receive goods/services in satisfactory condition. Packing slip, delivery receipt, copy of invoice should be signed and dated upon acceptance. This date should be used as the date goods/services received assuming further inspection does not detect any discrepancies in the order/job.

- 2) Receive invoices/payment documents and verify unit prices, extensions, and totals.
 - a) Cash Discounts - Indicate appropriate cash discounts. Indicate authorized adjusted total (total of invoice less discount) on face of invoice.
 - b) Discrepancies - Do not alter any figures on the invoice except as explained in 3) below. Request for a corrected invoice or credit memo.
- 3) Minor computational alterations (changes of extensions, footings, and/or totals) may be corrected by the College/Department with prior approval from the vendor. The following authorization statement must appear on the face of the original invoice and each copy thereafter when an alteration is made by the College/Department: "Alterations approved by (list name of contact person) and date contacted." All invoices requiring major alterations will need a credit memo or a corrected invoice.

The following adjustments may be made without vendor approval:

- Deduction of cash discounts
 - Deduction of interest/late charges not provided in the body of the contract
 - Inserting or changing contract numbers, e.g., vendor error
- 4) Affix and complete the Aging Start Date stamp on the original invoice.

Date _____

Invoice Received

Date _____

Goods/Svcs Received

Voucher No. _____

- 5) Complete Payment Processing section of the Contract Encumbrance and Payment Form (refer to APM A8.275.1). (See Attachment 5)

Submit Contract Encumbrance and Payment Form, original or certified original invoices/payment

documents, and supporting documents to Disbursing, Accounts Payable.

a) Partial receipt of goods/services

A copy of the Contract Encumbrance and Payment Form should be taken prior to recording any receiving/payment information. The payment must be checked "Partial Payment". The P/F Indicator field should be left blank for Central Office Use Only. Original signatures are required on each and every contract payment in the Payment Processing section.

b) Final receipt of goods/services

A copy of the Contract Encumbrance and Payment Form must be completed. The payment must be checked "Final Payment" and accompanied by the original State approved Tax Clearance Application (Form A-6). The P/F Indicator field should be left blank, for Central Office Use Only. A Contract Adjustment Form (refer to APM A8.275.3) is also required to liquidate the encumbrance. The Final Contract Encumbrance and Payment Form by itself will not liquidate any remaining encumbrance balances.

- 6) In the event payment involves multiple accounting lines or multiple invoices with multiple accounting lines, the amount to be prorated against each account/sub code must be written on the face of the invoice. (See Attachment 6 & 7 for the following sample.)

Ex 3a:	123456	7100	1,000.00
	123646	7100	<u>823.36</u>
			1,823.36

Ex 3b:	123456	7100	318.53
	123646	7100	<u>1,300.00</u>
			1,618.53

If more than one invoice is being processed against the Contract Encumbrance and Payment Form (CEPF), the invoices should be placed in invoice alpha/numeric order behind the CEPF with an adding machine tape attached, totalling all the invoices.

- 7) Major alterations to the Contract require a Contract Adjustment Form.

No changes should be reflected on the Contract Encumbrance and Payment Form. Do not submit a copy of the Contract Adjustment Form with each payment. This is not required.

8) Final Contract Encumbrance Liquidation

Submit Contract Adjustment Form (CAF) to Office of Procurement and Property Risk Management to liquidate any encumbrance balances remaining after the final payment. The Final Contract Encumbrance and Payment Form by itself will not liquidate any remaining encumbrance balances.

To assure the contract is not liquidated prior to final payment processing, OPPRM will coordinate the final liquidation with the Disbursing Office, Accounts Payable Section.

c. Action by the Disbursing Office Accounts Payable Section

- 1) Receiving Reports/Payment Documents are receipted and date stamped. Documents are vendor coded, verified on-line for sufficient encumbrance, pre-audited, batched, data entered, reviewed and released to checkwriting on line.
- 2) Checks are run three times a week on Monday, Wednesday and Friday, for all the payments released to checkwriting as of those days.
- 3) Invoices will no longer be attached to the checks, vendors are responsible to reconcile their accounts receivable using the data contained on the remittance portion of the check.
- 4) Checks will be distributed as follows:
 - a) Vendor checks will be mailed out.
 - b) Checks using UH department/campus addresses will be kept in the Clerical Section for pick up on O'ahu. For the outer islands, all the checks will be mailed to the Business offices for further distribution.
 - c) Fellowship checks will be sent to Fiscal Officers for distribution.
 - d) Scholarship checks will be sent to Cashier's Office for M'noa campus, and appropriate Business Office for other campuses.

- e) Special Handling may be requested per FMIS-37, Special Check Distribution Request. (See Attachment 8 for instructions to fill out this form.)
- 5) Receiving reports (for PO and CEFF) and original invoices/payment documents lacking information, or processed in error will be returned with an Audit Correction Memo (ACM). Immediate action and response is necessary to:
 - a) Meet the 30 day requirements of the law to pay outstanding obligations to avoid interest payments.
 - b) Assure partials are processed before final payments, avoiding improper liquidation, closure of the encumbrance.

See Attachment 9, 10, and 11 for situations necessitating return of your invoices/payment documents.

- 6) Disbursing reserves the right to change object codes from reportable/taxable to non-reportable/non-taxable and vice versa, without a POCF upon review of the receipts/invoices, with the exception of contracts. The Fiscal Officer will be notified prior to the change and notations made to the receiving report to track the actions taken. All changes to contracts require a Contract Change Form.

7. Credit memo Processing (see Attachment 4)

a. Credit memos must be:

- 1) Original and processed like an invoice
 - a) Complete Aging Start Date Stamp
 - b) Write account code, sub code, and amounts to credit on face of credit memo
- 2) Processed with an invoice to the same vendor
- 3) Processed with an invoice that is greater than to the credit memo
- 4) Submitted for processing in the following order:

- Receiving Report
- Credit Memo
- Original Invoice

- b. Credit memos need not be:
- 1) Applied to the same document as the invoice (e.g., credit is for Purchase Order P123456 and invoice is for Purchase Order P787878.)
 - 2) Applied to the same account/object code as the invoice processed against (e.g., credit memo will be processed against account 456456 3200 and invoice will be processed against account 333333 3405.)
- c. Credit memos which cannot be applied against an unpaid invoice should be returned to the vendor with a request that a refund check be issued instead.
- d. Credit memos are not directly associated with a specific payment document. The credit memo is reflected as a journal entry that reverses an expenditure for that account. A credit memo entry into FMIS will credit the appropriate account immediately. The credited amount will be reduced from the next payment check to the vendor for that campus. The credit will remain on the books until it can be applied to future voucher payments for that vendor or until it is cancelled.
- e. **IMPORTANT:** Authorized credit memos data entered into the Financial Management Information System (FMIS) will not increase the encumbrance balance. Its end effect is the same as receiving a refund check and depositing it to the account (e.g. Decrease expenditure and increase cash). As such, Fiscal Officers may need to submit an encumbrance adjustment form (change form for purchase order, contract, or miscellaneous encumbrance) to cover future payments, especially future payments that may fall into the next fiscal year. This will be left to the Fiscal Officer's discretion.

8. Specialized Processing of Confirming Purchase Orders

When purchase orders are issued on a confirming basis (Type "Confirming" on Purchase Order) and the goods or services have been received, complete the receiving report and submit it with the Disbursing copy of the purchase order and original invoice, in that order, to the Accounts Payable Section. A direct payment will be executed, (no encumbrance will be processed).

9. Interest Payment Processing Procedures

(Procedures for processing interest charges caused by late payment of vendor's invoices.)

- a. Interest due is to be calculated commencing on the 30th day following the date of satisfactory delivery of goods/performance of services or the date the valid invoice was received, whichever is later to the date of the check.
- b. Interest may be paid only if payment of the principal was withheld arbitrarily or erroneously; not if the delay resulted from a dispute between the University and the vendor with respect to the goods/services concerned or any circumstances beyond the control of the University.
- c. The authorized rate of interest shall be adjusted quarterly, not to exceed 12% per annum. You will be informed of the effective interest rate at the beginning of each quarter through a quarterly BAC. The authorized quarterly rate of interest is prorated into a daily rate by dividing by 365 days, the total number of calendar days in the year.
- d. Interest Due = Number of Days of Interest x Principal Amount Unpaid x (quarterly rate/365)
- e. Interest payments up to \$100.00 must be processed through your imprest checking accounts. Interest payments in excess of \$100.00 are to be processed on an Authorization For Payment Form (FMIS-2). Object symbol 7300 is to be used to record and designate interest payments.
- f. Interest payments are to be supported by an invoice that reflects interest charges. If the interest charges are reflected on the same invoice as the principal charge, the original invoice is used to support the principal payment while a copy of the invoice is used to support the interest payment (reference the document of the principal payment). A separate interest charge invoice would be required only if the interest charges are not reflected on the invoice with the principal charge. However, interest payments must always be processed separately after the payment for the principal amount as the date of the principal payment check is used to calculate the interest payment due to the vendor.
- g. In most situations, the interest charges reflected on the vendor's invoice will not equal to the interest that is due to the vendor (dates, amounts, interest rates used by the vendor are in error). Rather than requesting for a corrected invoice, cross out the erroneous interest charge, insert the correct amount, and support this with the completed Computation of Interest for Late Payment Worksheet (See Attachment 12 & 13). A suggested form letter (Attachment 14) is attached to assist you in

explaining the State's late payment law and the computation of interest charges to vendors.

- h. The special rules governing late payment charges for selected utility companies remain in force as they are not superseded by this memo.

10. Outstanding Encumbrance Balance Procedures

- a. Current Fiscal Year (July 1 to June 30)
Colleges/departments are responsible to review outstanding encumbrances on a regular basis to insure that the vendor is aware of the commitment and can meet the delivery by the date agreed upon. Encumbrances must also be reviewed to assure they are valid encumbrances. Any encumbrances related to completed encumbrances should be liquidated. Steps must be taken to insure the monies are not lost at year end against an encumbrance for these reasons.
- b. Prior Fiscal Year (July 1 to December 31 of the same calendar year)

All payments made against encumbrances outstanding after June 30, will be referred to as prior fiscal year transactions. These payments are processed in the current fiscal year against previous fiscal year funds.

- 1) The payment must be processed by December 31 of the same calendar year (within 6 calendar months) for claim encumbrances and within five years for contract encumbrances.
- 2) The payment may be made only for the exact amount of the encumbrance. Overage charges will be charged to current year account and any surplus will lapse.

11. Manual Rush Check

Requests for manual rush checks require a request in writing, addressed to the Director of the Disbursing and Payroll Office, explaining the circumstances necessitating a rush manual check and who to call for check pick up. Upon approval, the request will be routed through the Accounts Payable Office and a check will be issued that day. The Clerical Section will call the contact person when check is ready for pick up.

UNIVERSITY OF HAWAII CAMPUS HI DATE 07/01/96 PURCHASE ORDER No. P 000000

NOTICE TO VENDORS

TAKE NOTE OF THE ESSENCE AND THIS ORDER IS CONTINGENT UPON YOUR ACCEPTANCE OF THE SPECIFIED TERMS AND CONDITIONS AND YOUR ABILITY TO MEET THE BELOW STATED DELIVERY DATE. OTHERWISE THIS PURCHASE ORDER IS VOID. DELIVERY ADDRESS, PURCHASE ORDER NUMBER, AND REQUISITIONER MUST APPEAR ON ALL PACKAGES, INVOICES AND SHIPPING NOTICES.
THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. FEDERAL FUNDS APPLY: YES NO IF YES, THE ATTACHED FEDERAL PROVISIONS SHALL ALSO APPLY.

DELIVER TO: CALL TRANSPORTATION CHARGES MUST BE PREPAID FOR DESTINATION
University of Hawaii - Hilo Housing Office
200 W. Kawili Street
Hilo, HI 96720-4091

REQUISITIONER
Miles Smith 555-2233

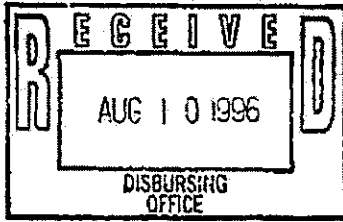
DELIVER ON/BEFORE 07/25/96 DELIVER PREPAID VIA

VENDOR:
Hirayama Bros. Electric, Inc.
510 Kalanikoa Street
Hilo, HI 96720

CONTRACT PRICE LIST/QUOTATION NO. DISCOUNT TERMS

BILLING ADDRESS - SEND ONE ORIGINAL AND TWO COPIES OF INVOICE TO:
University of Hawaii at Hilo
Business Office
200 W. Kawili Street
Hilo, HI 96720-4091

ITEM NO.	QTY	REC.	DESCRIPTION	UNIT	PRICE	AMT	ESTIMATED	OR P/P/WH	OBJECT CODE	UNIT PRICE	AMOUNT
1.	1	1	One (1) light fixture for the student housing administration office.		3000	E	633.00			633.00	633.00
2.	1	1	Installation of light fixture		7100	E	317.00			317.00	317.00
			4.000% Tax								38.00



Richard Brown TYPED NAME 555-2244

I AUTHORIZE ISSUANCE OF THIS ORDER AND CERTIFY THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE LAW AND UNIVERSITY POLICY.

TOTAL 988.00

Richard Brown 07/01/96 P 000000

APPROVING AUTHORITY: MILES SMITH, HOUSING COORD. TITLE: MILES SMITH
FISCAL OFFICER: RICHARD BROWN, TITLE: RICHARD BROWN, F.O. CODE NO: 007

EQUIPMENT TO BE LOCATED (BLDG. & RM): OR INCORPORATED INTO EXISTING EQUIPMENT: DECAL NO. OR P.O. NO. IF DECAL NOT ISSUED

ACCOUNT CODE	OBJECT	AMOUNT	VENDOR CODE
110147	3000	\$658.32	V0000114160
110167	7100	\$329.68	

FEDERAL TAX IDENTIFICATION NO.

RETAIN THIS FORM UNTIL THE ORDER IS COMPLETE; FOR PARTIAL DELIVERIES MARK ITEMS RECEIVED AND FORWARD A PHOTOCOPY IMMEDIATELY TO THE DISBURSING OFFICE. AS CONTRACTUALLY AUTHORIZED, ALL MATERIALS, SUPPLIES AND INCIDENTALS HAVE BEEN RECEIVED IN GOOD ORDER AND CONDITION.

DATE RECEIVED	ITEM NO.	RECEIVED BY	INVOICE AND DELIVERY RECEIPT NOS/ COMMENTS
07/25/96	1 + 2	H. Wong	Inv. # 06711 \$ 988.00

License #C-11620

Phone: (800) 935-0933
 Fax: (800) 961-6300

HIRAYAMA BROS. ELECTRIC, INC.
 Residential — Commercial — Industrial
 510 Kalamikoa Street • Hilo, Hawaii 96720

UNIVERSITY OF HAWAII AT HILO
 200 W. KAWILI STREET
 HILO, HAWAII 96720-4091

TERMS: 30 days net. Your finance charge on the balance of 30 days or more overdue is computed at a periodic rate of 1 1/2% per month.
 (Annual percentage rate of 18%)

DATE	INVOICE NO.	YOUR ORDER NO.	LIST OF MATERIALS SUPPLIED WILL BE FURNISHED UPON REQUEST.
Aug. 3, 1996	06711	P000000	

One (1) light fixture for the student housing administration office.	\$633.00
Installation of light fixture	\$317.00
4% Tax	\$ 38.00

PLEASE PAY THE FOLLOWING AMOUNT: \$988.00

110147	3000	\$658.32	DATE <u>08/08/96</u> Invoice Received
110167	7100	\$329.68	DATE <u>07/25/96</u> Goods/Services Received
		<u>\$988.00</u>	VOUCHER NO. _____

-MAHALO -

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p 17 of 28
Attachment 4

CREDIT MEMO

License #C-11620

Phone: (800) 935-0933
Fax: (800) 961-6300

HIRAYAMA BROS. ELECTRIC, INC.

Residential — Commercial — Industrial
510 Kalamitoku Street • Hilo, Hawaii 96720

UNIVERSITY OF HAWAII AT HILO
200 W. KAWILI STREET
HILO, HAWAII 96720-4091

TERMS: 30 days net. Your finance charge on the balance of 30 days or more overdue is computed at a periodic rate of 1 1/2% per month.
(Annual percentage rate of 18%).

DATE	INVOICE NO.	YOUR ORDER NO.	LIST OF MATERIALS SUPPLIED WILL BE FURNISHED UPON REQUEST.
April 1, 1996	CR6799	612301	

RETURNED 2 OUTLETS

U.H. DATE 04/05/96
Valid Invoice Received
DATE 04/05/96
Satisfactory Delivery

111196 3055 \$62.40

MATERIALS: \$60.00
4% TAX: 2.40
CREDIT TOTAL: \$62.40

-INITIALS-

A8.839
p 18 of 28
Attachment 5

FMIS-41

UNIVERSITY OF HAWAII

CAMPUS: MA

DATE: 07/06/95
(MM/DD/YY)

CONTRACT ENCUMBRANCE AND PAYMENT FORM

CONTRACT NUMBER
C 000937

CONTRACTOR/PAYEE NAME THE WACKENHUT CORPORATION		VENDOR CODE	VENDOR FEDERAL TAX ID
CONTRACTOR/PAYEE REMITTANCE ADDRESS P. O. Box 277469 Dallas, TX 75284-0062		REQUISITIONER	PHONE 956-8392
		DEPARTMENT Library Services	
SERVICE	SPECIFICATIONS		TOTAL CONTRACT AMOUNT
ORD	REC		
		To provide security guard services at UH Libraries Est. Man hrs. of 2600 @\$11.84 - Hamilton \$30,784.00 " " 2000 " - Sinclair \$23,680.00	54,464.00
PAYMENT TERMS Upon receipt of services/invoices (monthly)			
START DATE 07/16/95		COMPLETION DATE 07/15/96	

ENCUMBRANCE PROCESSING						
ACCOUNT CODE	OBJECT	AMOUNT	ACCOUNT CODE	OBJECT	AMOUNT	CHECK IF APPLICABLE:
123456	7100	30,784.00				<input type="checkbox"/> FEDERAL FUNDS
123646	7100	23,680.00				<input checked="" type="checkbox"/> TAX CLEARANCE
						<input type="checkbox"/> NOTICE OF FINAL SETTLEMENT

I CERTIFY THAT SUFFICIENT FUNDS ARE AVAILABLE IN THIS ACCOUNT FOR THIS PURCHASE AND AUTHORIZE THE ENCUMBRANCE THEREOF. I FURTHER CERTIFY THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE UNIVERSITY POLICIES AND PROCEDURES.

<i>John Banks</i>	06/22/95	024	APPROVED BY:	<i>Bruce Buyer</i>	07/06/95
FISCAL OFFICER	DATE	F.O. CODE		OFFPRM	DATE

PAYMENT PROCESSING					DATE:	04/23/96
DESCRIPTION OF PAYMENT:	ACCOUNT CODE	OBJECT	TYPE	PRC	AMOUNT	
Security guard services for March 1996	123456	7100	0		1,318.53	
Inv# 1040264-2 \$1,823.36	123646	7100	0		2,123.36	
Inv# 1040265-9 \$1,618.53						
TOTAL \$3,441.89						

AS CONTRACTUALLY AUTHORIZED, ALL THE MATERIALS, SUPPLIES AND SERVICES HAVE BEEN RECEIVED IN GOOD ORDER AND CONDITION

<i>Will Roccia</i>	03/31/96	<input type="checkbox"/> CONTRACT ADJUSTMENT FORM PROCESSED	<input checked="" type="checkbox"/> PARTIAL PAYMENT	<input type="checkbox"/> FINAL PAYMENT
SIGNATURE OF RECIPIENT	DATE			

APPROVED BY:	<i>Mary Spender</i>	04/23/96	<i>John Banks</i>	04/23/96	024
	APPROVING AUTHORITY	DATE	FISCAL OFFICER	DATE	F O CODE



SECURITY SYSTEMS AND SERVICES
THROUGHOUT THE WORLD

MAIL REMITTANCE TO:

THE WACKENHUT CORPORATION
P.O. BOX 277469
ATLANTA, GA 30389-7469
PRIG OFFICE (800) 531-4285

JOHN AWAKUNI
U.H. OF HAWAII LIBRARIES
LIBRARIES-FISCAL OFFICE
2550 THE HALL-U.H. MANUA
HONOLULU HI 96822-0001

INVOICE NO. 1040264-2
AMOUNT \$1,823.36
CLIENT NO. UHH-001-01
CODE HON01-11
INVOICE DATE 03-31-96
JOB NO. 200411-00
PAGE 1 OF 1
TAX CODE 12610000

TERMS: NET UPON RECEIPT OF INVOICE
PLEASE RETURN AND RETURN WITH YOUR RECEIPTANCE

INVOICE DESCRIPTION: SINCLAIR LIBRARY UNIVERSITY OF HAWAII

EMP NAME	WK-END	MON	TUE	WED	THU	FRI	SAT	SUN	OTH	D	OTH	D	REG	OT	AMOUNT
NOVEY, JIM A															
01003721	03-07-96	0.0	0.0	0.0	0.0	0.0	8.0	6.0	0.0	0.0	0.0	0.0	14.0	0.0	
01003824	03-10-96	7.5	7.5	0.0	0.0	0.0	8.0	6.0	0.0	0.0	0.0	0.0	29.0	0.0	
01003729	03-17-96	4.5	0.0	7.5	0.0	0.0	8.0	6.0	0.0	0.0	0.0	0.0	26.0	0.0	
01003845	03-24-96	7.5	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	15.5	0.0	
01003599	03-31-96	0.0	0.0	0.0	0.0	0.0	8.0	6.0	0.0	0.0	0.0	0.0	14.0	0.0	
SCHUMACHER, PETER M															
01003824	03-10-96	0.0	0.0	7.5	7.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0	
01003729	03-17-96	3.0	7.5	0.0	7.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	0.0	
01003845	03-24-96	0.0	7.5	7.5	7.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.5	0.0	
GRAND TOTAL													154.0	REGULAR HOURS AT 11.440	1,823.36

DATE 04/23/96
Invoice Received

DATE 05/31/96
Goods/Services Received

VOUCHER NO _____

123456	7100	1,000.00
123646	7100	823.36
		1,823.36

INVOICE NO. 1040264-2	INVOICE DATE 03-31-96	CLIENT NO. UHH-001-01	TERMS NET UPON RECEIPT OF INVOICE
CLIENT NAME U.H. OF HAWAII LIBRARIES			

TOTAL \$1,823.36



FEDERAL TAX ID 530457245 MD

CODE Z

WWW.WACKENHUT.COM



SECURITY SYSTEMS AND SERVICES
THROUGHOUT THE WORLD

MAIL REMITTANCE TO:

THE WACKENHUT CORPORATION
P.O. BOX 277469
ATLANTA, GA 30394-7469
ORIG OFFICE (805) 511-4757

JOHN ANAKONT
UNIVERSITY LIBRARY
LIBRARIES-FISCAL OFFICE
2950 THE MALL-U OF H
HONOLULU HI 96822-0001

INVOICE NO. 1040255-9
AMOUNT \$1,618.53
CLIENT NO. UNI-604-01
CODE HON01-11
INVOICE DATE 03-31-96
JOB NO. 200404-00
PAGE 1 OF 1
TAX CODE 12510000

TERMS:

NET UPON RECEIPT OF INVOICE

INVOICE DESCRIPTIONS HAMILTON LIBRARY UNIVERSITY OF HAWAII

EMP NAME	WK-FND	MON	TUE	WED	THU	FRI	SAT	SUN	OTH	C	C	BILLING	HRS
ENTRI. NO	DATE									D	D	REG	OT AMOUNT
COLLINS, RICKY													
01003844	03-24-96	0.0	0.0	0.7	4.0	4.0	4.0	4.0	0.0	0.0	0.0	16.0	0.0
01003698	03-31-96	4.0	0.0	5.5	5.5	3.0	0.0	0.0	0.0	0.0	0.0	18.0	0.0
MEDLIN, CHRISTINA L													
01003720	03-03-96	0.0	0.0	0.7	0.0	4.0	4.0	4.0	0.0	0.0	0.0	12.0	0.0
01003823	03-10-96	5.5	5.5	5.5	5.5	4.0	4.0	0.0	0.0	0.0	0.0	30.0	0.0
01003728	03-17-96	5.5	5.5	5.5	5.5	4.0	4.0	4.0	0.0	0.0	0.0	34.0	0.0
01003844	03-24-96	5.5	5.5	5.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0	18.0	0.0
MORRIS, JOHN S													
01003698	03-31-96	0.0	0.0	0.7	0.0	0.0	4.0	0.0	0.0	0.0	0.0	4.0	0.0
ROBINSON, JEFFREY													
01003598	03-31-96	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0	3.0	0.0

GUAR 116.7 REGULAR HOURS AT 11.840 1,618.53

DATE 04/23/96

DATE 03/31/96

123456 7100 318.53
123646 7100 1,300.00
1,618.53

INVOICE NO.	INVOICE DATE	CLIENT NO.	TERMS
1040255-9	03-31-96	UNI-604-01	NET UPON RECEIPT OF INVOICE
CLIENT NAME		UNIVERSITY LIBRARY	

31,618.53



FEDERAL TAX ID 59077795 NO

CONE 2

WACKENHUT

FMIS:37

CAMPUS: _____

UNIVERSITY OF HAWAII
SPECIAL CHECK DISTRIBUTION REQUEST
(See reverse side for instructions.)

DATE: _____
(MM/DD/YY)

DOCUMENT NUMBER

		VENDOR NAME	
		AMOUNT	
		\$ _____	
<input type="checkbox"/>	ENCLOSURE (Attach Enclosure)		
<input type="checkbox"/>	SPECIAL HANDLE <u>Call/Hold Check:</u>		
Contact: _____			
Phone: _____			
DEPARTMENT: _____			
APPROVED BY: _____			
	FISCAL OFFICER	DATE	F.O. CODE
PRE-AUDIT CLERK: _____			
CHECK RUN DATE: _____			
CHECK NO.: _____			
DATE DISTRIBUTED: _____			

UNIVERSITY OF HAWAII
FORM INSTRUCTIONS
SPECIAL CHECK DISTRIBUTION (FMIS-37)

PURPOSE:	To request for special check distribution.
DATA ITEM	COMPLETION INSTRUCTIONS
	All fields must be completed unless noted as optional.
CAMPUS	Enter campus code. Refer to Table A12.099.
DATE	Enter date form prepared.
DOCUMENT NUMBER	Enter document number consistent with payment document submitted.
VENDOR NAME	Enter vendor name.
AMOUNT	Enter amount for check.
ENCLOSURE	Check box if necessary. Attach all enclosures to be submitted with payment.
SPECIAL HANDLE CALL/HOLD CHECK	Enter contact name and phone number.
DEPARTMENT	Enter department name.
SIGNATURES	Signature, Fiscal Officer Code, and date are required by Fiscal Officer.
PRE-AUDIT/CLERK	Enter initials indicating review and approval.
CHECK RUN DATE	Enter check run date if necessary.
CHECK NUMBER	Enter check number.
DATE DISTRIBUTED	Enter date check distributed.

Submit the original Special Check Distribution Request with enclosures and the payment documents to the Disbursing Office.

UNIVERSITY OF HAWAII DISBURSING OFFICE
AUDIT CORRECTION MEMO - ENCUMBRANCE PROCESSING

Date: _____

TO: _____
Fiscal Officer/Department

FROM: _____

SUBJECT: Document No. _____ Payee: _____

This is a warning. The above document will be encumbered. However, WII-1 will be required before payment is processed.

Attached document(s) cannot be encumbered for the following reason(s):

ADDITIONAL APPROVAL/SIGNATURE REQUIRED

- Manoa Facilities Mgt Office :) construction srvc/air cond/appliance
- Community College Director of Admin Srvc :) purchase
- Procurement and Property Management Office :
 - insurance purchase unusual purchase over \$4,000 sole source
- Manoa Auxiliary Services Office) Lease/Purchase
- Community College Chancellor's Office) of Copier
- Dean/Director: interviewee costs RCUH purchase membership under \$500
- Computing Center (Academic)) EDP purchases :
- Mgt. System Off (Adm)) software over \$2,000 hardware over \$10,000
- Director of Personnel - personal/hou personal services

ADDITIONAL FORM/SUPPORTING DOCUMENTATION REQUIRED

- Form 20 - Disposal Application Memo - sale, exchange, trade-in of equipment
- Form 39 - Authorization to Purchase Equipment with Federal Contract or Grant Funds
- Form 56 - Purchase of Food/Refreshments
- Form 66 - Out-Service Training
- Telecommunications Approval Letter of Invitation
- Prison Printing Waiver Out-of-State Travel Request
- Short-Term Lease Agreement Organizational Membership > \$500

ADDITIONAL INFORMATION REQUIRED

- Employee Name/BU Airfare Refund Statement
- Social Security Number Copier Approval Number
- Equipment Location

OTHER

- Less than \$100 - pay through imprest check Incorrect object symbol
- Account Inactivated. CGMO clearance and approval required. Process documents through CGMO.
- Other

Please take corrective action and promptly return the document along with this notice to the Disbursing Office.
Refer questions and problems to the Disbursing Office at 956-6621.

Rev 2/95

UNIVERSITY OF HAWAII DISBURSING OFFICE
AUDIT CORRECTION MEMO - PAYMENT PROCESSING

Date: _____

TO: _____
Fiscal Officer/Department

FROM: _____

SUBJECT: Document No. _____ Payee: _____

Attached document(s) cannot be processed for payment for the following reason(s):

SIGNATURE REQUIRED

- Recipient Program Approving Authority Fiscal Officer Other

ADDITIONAL INFORMATION/SUPPORTING DOCUMENTATION REQUIRED

- | | |
|--|--|
| <input type="checkbox"/> Original/certified original invoice | <input type="checkbox"/> Social security number |
| <input type="checkbox"/> Original receipt/ Proof of payment | <input type="checkbox"/> Tax clearance |
| <input type="checkbox"/> Discrepancy in vendor name/address | <input type="checkbox"/> Notice of Final Settlement |
| <input type="checkbox"/> Other | <input type="checkbox"/> WH-1 Required for non-employees |

ADDITIONAL PROCESSING REQUIRED

- | | |
|---|---|
| <input type="checkbox"/> Discrepancy in Aging Start Date | <input type="checkbox"/> Missing Aging Start Date |
| <input type="checkbox"/> Split account code/object/source symbol in invoice | <input type="checkbox"/> Amount calculated in error |

OTHER

- Less than \$100 - pay through imprest check
- Insufficient funds - resubmit when funds available
- Partial payment exceeds encumbrance balance
- Incorrect payment document - process on _____
- Account Inactivated. CGMO clearance and approval required. Under separate document, process only inactive account code(s) to CGMO. Resubmit other payment transaction(s) to Disbursing Office.
- Other

Please take corrective action and promptly return the document along with this notice to the Disbursing Office. Refer questions and problems to the Disbursing Office at 956-6621.

Rev 2/95

UNIVERSITY OF HAWAII DISBURSING OFFICE
AUDIT CORRECTION MEMO - TRAVEL DOCUMENTS

Date: _____

TO: _____
Fiscal Officer/Department

FROM: _____

SUBJECT: Document No. _____ Payee: _____

Attached travel document(s) cannot be processed for payment for the following reason(s):

SIGNATURE REQUIRED

- Traveller
- Supervisor
- Dean/Director
- Fiscal Officer
- Chancellor
- Vice-President
- President

TRAVEL ADDENDUM APPROVAL REQUIRED

- Change in : Dates
- Funding Source
- Itinerary
- Excess Lodging Claim
- Purpose
- Other

ADDITIONAL INFORMATION/SUPPORTING DOCUMENTATION REQUIRED

- Purpose of Trip
- Airfare P.O. #
- Conference brochure/Registration form/Correspondence supporting travel/Meeting Agenda/
- Original receipts/proof of payment for expenses claimed
- Dates of Trip
- Original approved travel request
- Registration fee P.O. #
- Hotel Bill
- Invoice/Itinerary
- Airfare
- Conference Fee
- Car Rental
- Other
- Original Out-service Training Form
- Justification for: car rental upgrade
- use of foreign carrier
- non-regular employee travel
- non-employee travel

- Identify person(s)/places called on telephone charges
- Original Excess lodging Claim Form
- WH-1 Required for non-employees

RECALCULATION OF EXPENSES REQUIRED

- Per Diem
- Mileage
- Deduct meal(s)/lodging included in conference fee
- Deduct insurance and tax from car rental

TAXABILITY CALCULATION REQUIRED

- Taxable - prepare Form 4A
- Recalculate Form 4A
- Multiple destinations - prepare Form 4B
- Excess lodging claimed - prepare Form 4A

OTHER

- Less than \$100 - pay through imprest check
- No travel advance issued - retain in departmental files until travel completion filed
- Travel advance denied due to outstanding travel completion
- Account Inactivated. CGMO clearance and approval required. Process documents through CGMO.
- Other

Please take corrective action and promptly return the document along with this notice to the Disbursing Office.
Refer questions and problems to the Disbursing Office at 956-6621.

Computation of Interest for Late Payment Worksheet

Vendor: _____

Date: _____

UH Document Number	Vendor Invoice Number	Aging Start Date <small>(Later of Date Goods/Services Received or Date Invoice Received)</small>	Aging Start Date Plus 30 Days <small>(Date Interest Begins)</small>	Date Payment Check Prepared	No. of Days of Interest	Principal Amount Unpaid	** Interest Due to Vendor
Total							

- * Number of Days of Interest = Number of days beginning from the
 - a) Aging Start Date (Date of Satisfactory delivery of Goods/Performance of Services or the Date Invoice received, whichever is later) Plus the 30 days allowed for processing (calculation of interest commencing on the 30th day), and ending on the
 - b) Date the payment check prepared
- ** Interest Due = No. of Days of Interest X Principal Amount Unpaid X (.12/365)
 The (.12/365) part of the formula is based on the rate of interest of 12% per year (365 days)

Note: Interest may be paid only if payment of the principal was withheld arbitrarily or erroneously; not if the delay resulted from a dispute between the University and the vendor with respect to the goods/services concerned or any circumstances beyond the control of the University (e.g. power or mechanical failure, fire, Acts of God, etc.).

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 p 26 of 28
 Attachment 12

Date: _____

Dear Sir:

Your invoice number(s) _____ for \$ _____ reflects a charge of interest against the University for delinquency in payment.

Section 103-10, Hawaii Revised Statutes, authorizes and directs payment of interest at the rate of 12% simple interest per year on charges overdue by thirty days or more. The interest period begins on the thirtieth day following satisfactory receipt of goods/services or receipt of original invoice, whichever is later, and ends on the date of the issued check.

Interest may be paid only if payment of the principal was withheld arbitrarily or erroneously; not if the delay resulted from a dispute between the University and the vendor with respect to the goods/services concerned or any circumstances beyond the control of the University (e.g. power or mechanical failure, fire, Acts of God, etc.).

The Interest charge reflected on your invoice has been adjusted to \$ _____ based on the dates and principal amounts reflected on the attached Computation of Interest for Late Payment Worksheet.

If you have any questions, please call me at _____.

Sincerely,

Administrative Officer

Attachment

PURCHASE ORDER CHANGE

DELIVER TO: (ALL TRANSPORTATION CHARGES MUST BE PREPAID F.O.B. DESTINATION)

DEPT. OF MECH. ENGINEERING
 COLLEGE OF ENGINEERING
 2540 DOLE STREET, HOLMES 302
 HONOLULU HI 96822

DATE OF CHANGE 12-24-1997	CHANGE ORDER NO. 1	THIS CHANGES THE PURCHASE ORDER REFERENCED ABOVE
DIRECT INQUIRIES TO: HIHARA/956-2365		PHONE NO.
BUYER EMILY JORGENSEN		PHONE NO. (808) 956-7978
DELIVER ON/PREPORE 03-01-1998	VENDOR TERMS 2000 010 030	
DELIVER PREPAID VIA FEDEX		
CONTRACT/PRICE LIST/QUOTATION NO. 17-01-1997 TIM LER		REFERENCE NO. R000033
BUL TO - SEND ONE ORIGINAL AND TWO COPIES OF INVOICE TO: COLLEGE OF ENGINEERING DEAN'S OFFICE/FISCAL SECTION 2540 DOLE STREET, HOLMES 340 HONOLULU HI 96822		

VENDOR: V0000364161

APPLICABLE ELECTRONICS
 SCIENTIFIC RESEARCH SYSTEMS
 PO BOX 589
 FORESTDALE MA 02644

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSIVE
			OPPRN AUTHORIZED CHANGE ORDER		
1	3.00	EA	COMPUTERIZED MOTION CONTROL SYSTEM	4,000.0000	12,000.00
2	3.00	EA	COMPUTERIZED MOTION CONTROL SYSTEM ACCESSORY PACK	2,000.0000	6,000.00
3	1.00	FRT	ESTIMATED FREIGHT AND INSURANCE	175.0000	175.00

**PO SAMPLE
 HEADER ACCOUNTING**

Retain this form until the order is complete: For partial deliveries mark items received and forward a photocopy immediately to the Disbursing Office. As contractually authorized all materials, supplies and incidentals have been received in good order and condition.

Date Recd	Item No.	Received By	Partial	Complete	Invoice and Delivery Receipt Nos/Comments

ACCOUNT NO.	OFF CODE	AMOUNT	ACCOUNT NO.	OFF CODE	AMOUNT	TOTAL
3-30357	7720	\$ 18,175.00				18,175.00

P.O. No. P970085

EQUIPMENT TO BE LOCATED (BLDG. & ROOM) _____ OR INCORPORATED INTO EXISTING EQUIPMENT: _____ EQUIPMENT VESTED IN: FEDERAL AGENCY

DECAL NO. OR P.O. NO. IF DECAL NOT ISSUED: _____

I AUTHORIZE ISSUANCE OF THIS ORDER AND CERTIFY THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE LAW AND UNIVERSITY POLICY. CONTROL NO.

Ann Thorty PURCHASING OFFICER SIGNATURE 000 F.O. CODE 12/24/97 DATE

PURCHASE ORDER CHANGE

DELIVER TO: (ALL TRANSPORTATION CHARGES MUST BE PREPAID F.O.D. DESTINATION)
 DEPT. OF MECH. ENGINEERING
 COLLEGE OF ENGINEERING
 2540 COLE STREET, HOLMES 302
 HONOLULU HI 96822

DATE OF CHANGE 12-24-1997	CHANGE ORDER NO. 1	THIS CHANGES THE PURCHASE ORDER REFERENCED ABOVE
DIRECT INQUIRIES TO: HIHARA/956-2365		PHONE NO.
BUYER EMILY JORGENSEN		PHONE NO. (808) 956-7978
DELIVER ON/BEFORE 03-01-1998	VENDOR TERMS 2000 010 030	
DELIVER PREPAID VIA FEDEX		
CONTRACT/PRICE LIST/QUOTATION NO. 12-01-1997 TIM LEE		REFERENCE NO. R000034

VENDOR: V0000364161
 APPLICABLE ELECTRONICS
 SCIENTIFIC RESEARCH SYSTEMS
 PO BOX 589
 FORESTDALE MA 02644

BILL TO - SEND ONE ORIGINAL AND TWO COPIES OF INVOICE TO:
 COLLEGE OF ENGINEERING
 DEAN'S OFFICE/FISCAL SECTION
 2540 COLE STREET, HOLMES 240
 HONOLULU HI 96822

**PO SAMPLE
 LINE ACCOUNTING**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3.00	EA	OPPRM AUTHORIZED CHANGE ORDER COMPUTERIZED MOTION CONTROL SYSTEM 3-30357 7720 \$ 6,000.00 3-30367 7720 \$ 5,000.00	4,000.0000	12,000.00
2	3.00	EA	COMPUTERIZED MOTION CONTROL SYSTEM ACCESSORY PACK 3-30357 7720 \$ 3,000.00 3-30367 7720 \$ 3,000.00	2,000.0000	6,000.00
3	1.00	FKT	ESTIMATED FREIGHT AND INSURANCE 3-30357 7720 \$ 87.50 3-30367 7720 \$ 87.50	175.0000	175.00

Retain this form until the order is complete: For partial deliveries mark items received and forward a photocopy immediately to the Disbursing Office. As contractually authorized all materials, supplies and incidentals have been received in good order and condition.

Date Recd	Item No.	Received By	Partial	Complete	Invoice and Delivery Receipt Nos/Comments
1/3/98	#2	L. Hihara	/		106 3,957.24
1/27/98	#1	L. Hihara	/		219 12,135.00

ACCOUNTING	PR CODE	AMOUNT	ACCOUNTING	PR CODE	AMOUNT	TOTAL
						18,175.00

P.O. No. P970085

EQUIPMENT TO BE LOCATED: (BLDG. & ROOM) OR INCORPORATED INTO EXISTING EQUIPMENT: EQUIPMENT VESTED IN:
 DECAL NO. OR P.O. NO. IF DECAL NOT ISSUED: FEDERAL AGENCY

I AUTHORIZE ISSUANCE OF THIS ORDER AND CERTIFY THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE LAW AND UNIVERSITY POLICY. CONTROL NO.

Ann Thouty PURCHASING OFFICER SIGNATURE 000 P.O. CODE 12/24/97 DATE

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 Attachment 17

Applicable Electronics
 Scientific Research Systems
 P.O. Box 589
 Forestdale, MA 02644

INVOICE # 106
 Date 1/7/98

Invoice To: Dr. Lloyd Hihara
 University of Hawaii
 Dept. Mech. Engr. Holmes Hall 302
 2540 Dole St
 Honolulu, HI 96822

PO No. P970085
 TERMS 2% 10 Net 30

Quantity	Description	Unit Price	Amount
#2 2	Accessory Pack-Computerized Motion Control System	2,000.00	4,000.00
#3	Shipping/Handling/Insurance	38.00	38.00
INVOICE SAMPLE DISCOUNT			
DATE <u>1/12/98</u> Invoice Received			
DATE <u>1/13/98</u> Goods/Svcs Received			
VOUCHER NO. _____			
TOTAL			\$4,038.00

Remit To: Applicable Electronics
 P.O. Box 3250
 Dallas, Texas 75263

2% Discount 80.76
 # 3957.24

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 Attachment 18

Applicable Electronics
 Scientific Research Systems
 P.O. Box 589
 Forestdale, MA 02644

INVOICE # 219
 Date 1/8/98

Invoice To: Dr. Lloyd Hihara
 University of Hawaii
 Dept. Mech. Engr. Holmes Hall 302
 2540 Dole St
 Honolulu, HI 96822

PO No. P970085
 TERMS 2% 10 Net 30

Quantity	Description	Unit Price	Amount
#1 3	Computerized Motion Control System	4,000.00	12,000.00
#3	Shipping/Handling/Insurance	135.00	135.00
INVOICE SAMPLE PO PARTIAL DATE <u>1/14/98</u> Invoice Received DATE <u>1/27/98</u> Goods/Svcs Received VOUCHER NO. _____			
		TOTAL	\$12,135.00

Remit To: Applicable Electronics
 P.O. Box 3250
 Dallas Texas 75263

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Attachment 19

Applicable Electronics
Scientific Research Systems
P.O. Box 589
Forestdale, MA 02644

CREDIT MEMO
Date

CM 00059
2/14/98

Invoice To: Dr. Lloyd Hihara
University of Hawaii
Dept. Mech. Engr. Holmes Hall 302
2540 Dole St
Honolulu, HI 96822

PO No. P970085
TERMS 2% 10 Net 30

Quantity	Description	Unit Price	Amount
#1 1	Computerized Motion Control System	-4,000.00	(4,000.00)
#3	Shipping/Handling/Insurance	-45.00	(45.00)
CREDIT MEMO SAMPLE			
Credit memos must be applied to an invoice with the same electronic purchase order #.			
	DATE <u>2/18/98</u> Invoice Received		
	DATE <u>2/18/98</u> Goods/Svcs Received		
	VOUCHER NO. _____		
	TOTAL		(\$4,045.00)

Remit To: Applicable Electronics
P.O. Box 3250
Dallas Texas 75263

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p28g of 28g
Attachment 20

Applicable Electronics
Scientific Research Systems
P.O. Box 589
Forestdale, MA 02644

INVOICE # 306
Date 2/16/98

Invoice To: Dr. Lloyd Hihara
University of Hawaii
Dept. Mech. Engr. Holmes Hall 302
2540 Dole St
Honolulu, HI 96822

PO No. P970085
TERMS 2% 10 Net 30

Quantity	Description	Unit Price	Amount
#2 1	Accessory Pack-Computerized Motion Control System	2,000.00	2,000.00
#1 1	Computerized Motion Control System	4,000.00	4,000.00
#3	Shipping/Handling/Insurance	64.00	64.00
INVOICE SAMPLE PO COMPLETE			
	DATE <u>2/19/98</u> Invoice Received		
	DATE <u>2/26/98</u> Goods/Svcs Received		
	VOUCHER NO. _____		
	TOTAL		\$6,064.00

Remit To: Applicable Electronics
P.O. Box 3250
Dallas Texas 75263

Prepared by the Disbursing Office
This replaces Administrative Procedure A8.861
dated July 1996

A8.861
March 2006

A8.800 Disbursing/Accounts Payable and Payroll

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A8.861 Authorization for Payment Form

1. Purpose

To provide procedures for the processing of payments on the "Authorization for Payment" form, FMIS-2 (Attachment 1).

2. Responsibilities

- a. Each campus/department office that processes payments on the Authorization for Payment (AFP) form must ensure that proper supporting documents are attached and that the transaction is in compliance with the procedures specified herein. The campus/department office must ensure propriety and legality of the payments.
- b. Fiscal Officers and Program Managers (Approving Authority) who approve AFPs are responsible for compliance with applicable Federal and State laws, rules, regulations and University policies and procedures.
- c. The Disbursing Office is responsible for auditing and processing of the AFP documents.

3. Guidelines

- a. The AFP form is used to process direct payments (including reimbursements) and refunds in excess of \$100.00 but should not be used to circumvent established methods to procure goods and services through the use of the basic procurement documents such as the purchase order, services contract, formal contract, etc. Additionally, the AFP should not be used if the use of a specialized form is more appropriate (e.g., Automobile Mileage, Travel, Relocation, Fellowship/Traineeship, Scholarship/Grant/Loan, etc.).

The AFP form is also used to process some payments on miscellaneous encumbrances. Miscellaneous encumbrance payments, direct payments, and refund payments must be processed on AFP forms with specific Account Code/Subcode requirements (Attachment 2).

- b. Direct payments of \$100.00 or less are processed on petty cash funds or departmental checking accounts (unless specifically restricted). Refunds are normally processed on departmental checking accounts. (Refer to A8.811 Petty Cash Funds - Overview and A8.844 Departmental Checking Accounts - Overview for details and exceptions.)
- c. An appropriate approving authority must sign and date the AFP to certify propriety/legality of the payment. The Fiscal Officer must sign and date the AFP to certify fund availability and compliance with procedures. The individual responsible for verification of satisfactory receipt of goods and services must also sign and date the AFP with some exceptions (i.e., not required for refund payments).
- d. Disbursing Office Document Requirements

The original AFP form is to be submitted to the Disbursing Office. All requests for reimbursements and refunds must be supported by proof of payments. The original (or certified as original) itemized invoices/receipts and other supporting documents are to be attached to the original AFP.

In situations where the payment involves multiple invoices which must be assessed against multiple account codes/subcodes, the amount charged to each separate account code/subcode combination must be indicated directly on the invoices and totaled. This is required to charge the payment amounts to the proper account code/subcode. Multiple invoices should be placed in invoice alpha/numeric order.

e. Aging Start Date

The "Date Invoice Received" and the "Date Goods/Svcs Received" are to be reflected on each individual invoice. These dates are critical in determining compliance with HRS 103-10 which specifies timing requirements of payments and the calculation of late payment interest. The voucher number "V" will be assigned by the Central Office.

f. P/F/N Indicator

If this payment is associated with a miscellaneous encumbrance, it must be coded "P" for Partial payment or "F" for Final payment. If a partial payment is indicated, any remaining encumbrance will be retained. If a final payment is indicated, the remaining encumbrance balance will be liquidated.

If this payment is a direct payment and there is no associated encumbrance, the P/F/N Indicator field must be coded "N" for direct payment.

4. Taxable Implication for Uniform Maintenance Allowance, Housing and Automobile Allowance

Uniform Maintenance Allowance FMIS-13 (Attachment 3), Housing and Automobile Allowance payments are considered wages-in-kind and are taxable. The departments should submit an extra copy of the FMIS-2 with supporting documents.

a. Employee Earnings Statement

Although both the Taxable amounts and Reportable (Non-Taxable) amounts are transmitted into the State Payroll System each pay period, only the Taxable amounts are reflected on the Employee's Earning Statements. The taxable allowances will be reflected in the "Wages-in-Kind" block. The withheld taxes will include both payroll withholdings and wages-in-kind withholdings.

b. Employee's W-2 Statement

The taxable amounts and the corresponding reportable (non-taxable) amounts related to employee business expense

payments will be reflected in separate sections of the statement.

5. Availability of Forms

The following PDF fillable forms are available on-line at:

<http://www.fmo.hawaii.edu/FMIS/formfair.html>

FMIS-2 Authorization for Payment

FMIS-13 Uniform Maintenance Allowances

FMIS-2

CAMPUS: MA

DATE: 08 / 25 / 06
(MM/DD/YY)

UNIVERSITY OF HAWAII
AUTHORIZATION FOR PAYMENT FORM

DOCUMENT NUMBER A _____

PAYEE'S NAME (Last Name, First Name, Middle Initial)					UH ID#	
PERMANENT ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____					IF PAYMENT IS TO AN INDIVIDUAL, CHECK ONE OF THE FOLLOWING: <input type="checkbox"/> Regular Employee <input type="checkbox"/> Non-regular Employee (SCOP(S)) <input type="checkbox"/> Non-Employee	
DEPARTMENT						
VOUCHER NO.	VENDOR CODE	ACCOUNT CODE	SUBCODE	TYPE	P/F/N	AMOUNT
				0 ↓		
					TOTAL	
DESCRIPTION OF GOODS/SERVICES AND REASONS FOR PAYMENT: (include pertinent information such as nature of payment, period covered, compensation, receipts/invoice numbers, etc.)						

As contractually authorized, all the materials, supplies and services have been received in good order and condition.

_____ / / AUTHORIZED SIGNATURE OF	_____ / / DATE	_____ / / DEPARTMENT/UNIT	_____ / / TELEPHONE
--------------------------------------	-------------------	------------------------------	------------------------

APPROVED BY: _____ / /
APPROVING AUTHORITY DATE

_____ / /
FISCAL OFFICER DATE F.O. CODE

CENTRAL OFFICE USE ONLY

SPECIAL CENTRAL OFFICE APPROVAL _____ / /
APPROVING AUTHORITY DATE

AUTHORIZATION FOR PAYMENT FORM (AFP)
TYPE OF PAYMENTS - CODING REQUIREMENTS

	<u>Account Code</u>	<u>Subcode</u>
I. Payments on Encumbrances		
Miscellaneous Encumbrances		
1. Payroll and Interdepartmental Charges (EXXX999)	SL	Object
2. Various Direct Payment (PXXXXXX, TXXXXXX, MXXXXXX)	SL	Object
II. Direct Payments		
(Note: Payments of \$100.00 or less are to be paid by petty cash/departmental check with some exceptions. Refer to A8.811 and A8.844 for details.)		
A. Payment to Vendors:		
1. Utility Expenses	SL	Object
2. Postage and Postal Charges	SL	Object
3. Royalties and Commissions		
a) State employees	SL	2905
b) Non-state employees	SL	7105
4. Office of Research Services (ORS)	SL	Object
5. Research Corporation of the University of Hawaii (RCUH) (Reimbursement for Service Order Projects/Revolving Fund User Projects)	SL	Object
6. DHRD Sponsored Employee Training Classes - Registration Fees (DHRD Form 410, rev. 7/96)	SL	7230

	<u>Account Code</u>	<u>Subcode</u>
7. Special Project Advances (Cash Advances)	SL	7101
B. Payment to University Students/Faculty/ Staff/Representatives for reimbursement of official expenditures.	SL	Object
<p>(Note: Payroll payments and fee for service payments are <u>not</u> to be processed as direct payments on the AFP.)</p>		
C. Transfer of Vacation Leave Credits	SL	2071
D. Uniform Maintenance Allowance	SL	7246
E. Automobile Allowance	SL	4192
F. Post Death Payments	SL	2961
<p>III. Payment of Refunds</p> <p>(Note: Refunds may be processed on departmental checks under certain conditions. Refer to A8.844 for details.)</p>		
A. Refund of Deposits (FIS A995)	GL	Various
<p>(Use Account Code/Account Control assigned to original deposits)</p>		
<p>B. Refund of Receipts/Revenues</p>		
1. Current Year Receipt/Revenues	SL	Source
<p>(Use Source Code assigned to original receipts/revenues)</p>		
2. Prior Year Receipts/Revenues	SL	9000
<p><u>Exception:</u> "P" and "F" funds for Contracts and Grants Projects and</p>		

Account Code Subcode

State General ("G") funds - use
the codes specified above for "1,
Current Year Receipts/Revenues."

C. Refund of unused portion of grants or other advances to government agencies and institutions (use Source Code assigned to original receipts/revenues).	GL	Various
--	----	---------

UNIFORM MAINTENANCE ALLOWANCES

Department: _____ Warrant Distribution: _____ Date: ____/____/____
 Name of Preparer: _____ Telephone No.: _____ For the Period: _____
 Account Code: _____ Sub Code: 7246 Authorized Signature: _____

	<u>Voucher Number</u>	<u>Vendor Code</u>	<u>Name (Last, First, Middle)</u> (In Alphabetical Order)	<u>UH ID No.</u>	<u>Type</u>	<u>P/FIN</u>	<u>Amount</u>	<u>PR#</u>	
1.					9				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.					↓				
TOTAL ALLOWANCE AMOUNT \$							<u>0.00</u>		

**UNIVERSITY OF HAWAII
AUTHORIZATION FOR PAYMENT FORM**

DOCUMENT NUMBER A _____

PAYEE'S NAME (Last Name, First Name, Middle Initial)		UH ID#	
PERMANENT ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____		IF PAYMENT IS TO AN INDIVIDUAL, CHECK ONE OF THE FOLLOWING: <input type="checkbox"/> Regular Employee <input type="checkbox"/> Non-regular Employee (SCOPIS) <input type="checkbox"/> Non-Employee	
DEPARTMENT			

VOUCHER NO.	VENDOR CODE	ACCOUNT CODE	SUBCODE	TYPE	P/F/N	AMOUNT
				0 ↓		
					TOTAL	

DESCRIPTION OF GOODS/SERVICES AND REASONS FOR PAYMENT: (include pertinent information such as nature of payment, period covered, compensation, receipts/invoice numbers, etc.)

As contractually authorized, all the materials, supplies and services have been received in good order and condition.

_____ / ____ / ____	_____	_____
AUTHORIZED SIGNATURE OF	DATE	DEPARTMENT/UNIT
		TELEPHONE

APPROVED BY: _____ / ____ / ____

APPROVING AUTHORITY

DATE

_____ / ____ / ____

FISCAL OFFICER

DATE

F.O. CODE

CENTRAL OFFICE USE ONLY

SPECIAL CENTRAL OFFICE APPROVAL _____ / ____ / ____

APPROVING AUTHORITY

DATE

UNIFORM MAINTENANCE ALLOWANCES

Department: _____ Warrant Distribution: _____ Date: ____/____/____
 Name of Preparer: _____ Telephone No.: _____ For the Period: _____
 Account Code: _____ Sub Code: 7246 Authorized Signature: _____

	<u>Voucher Number</u>	<u>Vendor Code</u>	<u>Name (Last, First, Middle)</u> <small>(In Alphabetical Order)</small>	<u>UH ID No.</u>	<u>Type</u>	<u>P/F/N</u>	<u>Amount</u>	<u>PR#</u>
1.					9			
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.					▼			

TOTAL ALLOWANCE AMOUNT \$ 0.00

Date of Interview: July 19, 2012, 2:00 p.m.

Interviewee: James Donovan, III

Fact-Finder Conducting Interview:

1. I, James Joseph Donovan, III, was interviewed by _____ on Thursday, July 19, 2012.

2. The interview was conducted at the offices of _____.

3. My attorney, _____, was present at the interview.

4. _____, a partner of _____, was present at the interview.

5. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

6. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.

7. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

8. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

9. My responses to _____'s questions regarding dates and times is based on my memory. However, I will defer to the chronology that I prepared on July 10 for the exact dates and times of when certain events occurred.

10. I have been employed by the University for 21.5 years in various positions (17 years prior to being AD; 4.5 years as AD). My current position is Director of Athletics at the University, although I am currently on paid leave. I have served in this position since March 24, 2008. Previously, I served as baseball stadium manager, sports marketing director of the Athletics Department ("Athletics"), Assistant Athletics Director, and Associate Athletics Director.

11. I am not always involved in approving the use of University facilities. Typically I would delegate that responsibility to others. I completely delegate the function of determining the availability of an Athletics facility. There are no set criteria as to when I would personally get involved in a request to use an Athletics facility. Sometimes Athletics employees will run a request by me, sometimes they do not.

12. I do not usually get involved in approving the terms of facility use contracts. The terms are often spelled out in advance in a pre-determined form. Sometimes a facilities manager or the University's legal counsel would ask me for input. No external facility use request would go directly to me. The requests are usually funneled through Teri Chang.

13. Carl Clapp ("Clapp") and John McNamara ("McNamara") report directly to me. Tiffany Kuraoka ("Kuraoka"), Richard Sheriff ("Sheriff"), and Walter Watanabe ("Watanabe") typically do not. Kuraoka and Watanabe report directly to Clapp. However, I have an open door policy; anyone can come directly to me to discuss an issue.

14. Athletics does have an organizational chart, but it has not been updated. The chart lists positions within Athletics, not the names of the people occupying the positions. Paula Nishimoto, our Human Resource specialist, has the chart.

15. I was shown Administrative Policy A8.025. I have not seen this policy before. However, I believe I am a "program head" as defined in Administrative Policy A8.025(3)(a) and that Kuraoka is a "fiscal administrator" as defined in Administrative Policy A8.025(3)(b).

16. I have not seen or reviewed written procedures governing the use of the Center. The facility managers would be the ones who know the procedures.

17. The Office of General Counsel ("OGC") sometimes would be involved in issues regarding the use of Athletics facilities. I am not sure if there are criteria for when they would get involved. Broadly speaking, when a contract other than the standard form is involved, OGC would be involved. OGC has instructed us that no one can sign any contract unless they first approve.

18. OGC typically is involved in negotiating the deal points of a facility use agreement. They would provide input on the appropriateness of business terms. OGC is the test of reason. We are grateful for their assistance because they are an outside set of eyes.

19. I typically do not handle disbursement of funds. Kuraoka and Clapp would handle that. OGC also typically does not get involved.

20. Athletics fundraising events do not need my approval. They are coordinated through 'Ahahui Koa Anuenu ("AKA"). Certain fundraisers may be coordinated through the UH Foundation. McNamara would not be involved in the approval process. OGC also would not get involved in the approval process; they could become aware of an event date in the process of drafting a contract for it. If liability insurance is required for an event, then OGC might get involved in connection with drafting the facility use agreement for the event.

21. I have heard of (" "). I am generally aware that is a promoter of events in Hawaii. However, I have had no contact with him. I have never seen him before and would not be able to recognize him. I do not know what is the relationship between and (" "), but I suspect is the owner of . I do not know if the University has had prior dealings with .

22. I did not do anything to investigate or . Sheriff told me that he did. Sheriff said that did the previous concert in Hawaii, and that could get a contract with 's management. Sheriff also talked to lighting crews and others in the industry who have worked with & Sheriff told me has a good reputation and pays his bills. To my knowledge since 1985, no other outside user of our facilities was "investigated" prior to an event being conducted.

23. I did not task anyone with investigating , nor do I know if anyone was tasked with such an investigation. To my knowledge extending back to 1985, we have never investigated an outside user of our facilities. I only know that Sheriff inquired about 's business reputation with sound, stage and lighting type companies..

24. showed me an email dated March 19, 2012 at 12:33 p.m. from Sheriff to me. I do not specifically recall this email, but I do not disagree that it is legitimate. I recall that Sheriff came into my office in April or May of this year and told me that knows , and that he did the concert in Hawaii 18 years ago. said that he was interested in doing a concert at the University. Sheriff said that he thought that is "a good guy" based on his conversations with sound and lighting people in Hawaii. I told Sheriff to "handle it." I believed that the event was within Sheriff's scope of responsibilities. Sheriff has handled numerous events at the Center before such as , Lakers, Toyota USA Sales Event, , Miss Universe, etc..

25. I am not entirely clear if was the one who approached Sheriff with the idea of the concert. Sheriff and I did not discuss the details of the concert at that time. We might have mentioned that the concert would be in August, but nothing more specific than that.

26. A few weeks later, Sheriff showed me a pro forma or some kind of budget to show how much the University can make from the concert. showed me an email dated April 5, 2012 at 10:55 a.m. from Sheriff to me. Attached to the email is a pro forma budget. I acknowledged that I could have received the email from Sheriff, but I am not sure if the numbers in the email attachment are the exact ones he showed me. I recalled Sheriff walking into my office to talk about the concert, maybe because I was not responding to his emails. I was very busy at the time dealing with Mountain West Conference issues.

27. With regards to the University's communications with about the concert, the primary point of contact for the event was Sheriff. There might have been email communication between and Ryan Akamine ("Akamine"), but I am not sure.

28. I was not involved in the back-and-forth of the negotiations of the concert deal. Sheriff was in charge of that. I would get copied on the emails. I am fairly sure that I sent an

email to Sheriff instructing him to work with OGC to get the deal to the point where OGC says it is okay to sign. This was a very typical process.

29. I did not review drafts of the contract for the concert deal. Sheriff was tasked to work with Ryan to make a contract OGC would approve.

30. The idea to make the concert a benefit for Athletics was not mine; it was [redacted]'s. [redacted] said he is an alumnus, and he wanted to do something to help the University. I do not remember going through use policies to see if the benefit can be a way around use restrictions. It is well-publicized that Athletics was looking to expand its business opportunities because we were running a deficit. The direction that Athletics should look for additional ways to make money was coming from all levels of the University.

31. I did not come up with the idea of involving AKA in the concert. Vince Baldemor ("Baldemor") and Sheriff coordinated the involvement of the booster club.

32. I am not aware that [redacted] has any ties to the University or personnel within Athletics. It was relayed to me that [redacted] was knowledgeable about [redacted]'s representation and management. [redacted] said that he knew [redacted] and did a concert with him 18 years ago. I have no personal knowledge of whether that is true.

33. Sheriff handled scheduling the dates for the concert. I might have been copied on an email regarding a date change, but Sheriff handled that issue. I was out of town on vacation and business trips on June 4, from June 7-20, and from June 23 to July 1.

34. The Chancellor's office was not involved with the concert. Only the event came directly through the President's office. Every other outside organization wanting to use the Center came directly to Athletics.

35. I did speak to Chancellor Virginia Hinshaw (the "Chancellor") about the concert. I was shown an email dated June 19, 2012 from the Chancellor to me. That might have been the timeframe when I talked to the Chancellor about the concert. I do not remember seeing this email before, however.

36. The Chancellor and I in the past have spoken broadly about the need to use Athletics facilities to generate revenue. This was motivated by the fact that the Athletics budget was running a deficit. We were charged from all levels of the University, all the way up to the Board of Regents, with running Athletics more like a business.

37. I do not know when the announcements to the booster club and season ticket holders went out. I was not involved in decisions regarding the contents of the announcement or when to send the announcements. Sheriff handled those issues. Baldemor also might have been involved.

38. I might have told Sheriff to make sure that the City did not have a problem with the University holding the concert. I do not remember if I instructed Sheriff to check with the City or if he did that on his own and reported to me about it later. I do remember seeing an email from [redacted] saying that he was fine with us doing the concert.

39. To my knowledge, the use of the Center for a concert was a proper use of Athletics facilities under applicable University policies. This is how we operated regarding outside events since at least 1994 when the arena opened and I was associate AD. As soon as we received the email from the City indicating it had no objection to the concert, we were "golden."

40. I was not involved with the ticket sale process. Sheriff had a meeting with Baldemor and Watanabe to discuss ticket sales. They agreed on the timing for the ticket sales, and approved it. This was not a decision that needed my approval.

41. The first time I saw the Engagement Memorandum Agreement was on July 10. I do not know who drafted the document. The copy of the document I saw on July 10 was not signed, and I never saw a signed copy. Prior to July 10, I remember seeing an email from Akamine instructing Sheriff and me not to sign the Engagement Memorandum Agreement. At the time, I did not know what Akamine was talking about.

42. showed me a document called an "AGREEMENT BETWEEN UNIVERSITY OF HAWAI'I AT MANOA AND FOR THE USE OF STAN SHERIFF CENTER" ("Facility Use Agreement"). I do not remember seeing this document; however, I do not disagree that I might have received a copy of it. I was in Florida on vacation when the document was signed. While I was on my trip, I instructed Clapp that if OGC approved it, then sign the document. I did not specifically instruct him to sign the document before I left for vacation.

43. I was not involved in negotiating the Facility Use Agreement. I do not know who was other than Sheriff and Akamine. There was one occasion when I told Sheriff that rather than Athletics receiving 75% of the net profit from the concert, we should get either 10% of the gross revenue or 75% of the net profit, whichever is greater, because the net figure can be manipulated. That was the extent of my comments on the terms of the Facility Use Agreement.

44. I do not know who was involved in negotiating the Facility Use Agreement on behalf of .

45. I do not recall who sent drafts of the Facility Use Agreement to the University or who at the University to whom drafts were sent.

46. pointed out to me that in paragraph 10 of the Facility Use Agreement, agreed to indemnify the University against claims brought on account of non-performance of at the concert, and that would secure insurance to cover that possibility. I have not read that provision before. However, Akamine did call me on July 2 to say that did not turn in proof of cancellation insurance yet, and that the insurance was needed before the University made payment. July 2 was the first date I heard about this issue. As far as I am aware, no one at University has received the cancellation insurance.

47. In general, Clapp and Kuraoka are responsible for monitoring to see that payments due under a contract are made as scheduled. In regards to the insurance requirement in the Facility Use Agreement, Sheriff and Akamine are responsible for making sure the insurance was procured before pre-sale tickets are sold.

48. [redacted] pointed out paragraph 5.B. of the Facility Use Agreement to me, which discusses using revenues from pre-sale tickets in the amount of \$225,000 to reserve and secure the talents and services of [redacted]. I had no role in discussing that term of the Facility Use Agreement or the dollar amount stated in the term. Generally, making some kind of pre-payment to secure talent is not unusual.

49. The first time I learned about the \$200,000 wire transfer was on July 10, when [redacted] told me that the funds were sent to [redacted] (" [redacted] "). Prior to that, in his July 2 email to me stating that the cancellation insurance was required before payment was made, Akamine had implied that a payment had already been made.

50. I was not involved in the wire transfer. I would not typically get involved with payments unless Clapp is not present to handle. In this case, I was the one who was not present when the wire transfer was made.

51. In the over four years that I have been the Athletics Director, I do not remember ever making a wire transfer. Payments are usually made by cutting a check, and I do not get involved in the process of cutting a check. In fact, in all the time I have worked for UH athletics I do not remember us ever making a wire transfer.

52. Athletics does have a special fund that used to be called a revolving fund account. I believe the source of funds for the \$200,000 wire transfer was the revolving fund account. I am not sure, however.

53. The first time I learned that the concert might not go forward was in the afternoon of July 9, when [redacted] called McNamara and said that the concert was not authorized and needed to be canceled. McNamara came to talk to me about the call. I then told Sheriff to talk to [redacted]. Sheriff said that according to [redacted], [redacted] is a competitor and is trying to get a cut of the deal. I told Sheriff to tell [redacted] to take care of the situation. At 6 p.m. the same day, President Greenwood called me about an email she received from [redacted]. She told me to wait until tomorrow morning to see what happens.

54. On July 10, I was involved in meetings about the concert from 6 a.m. on.

55. I am not familiar with an entity called [redacted] (" [redacted] "). I did not do anything to investigate [redacted]. I did not task anyone with such an investigation, and I do not know if anyone was tasked with such an investigation. I do not know anything about [redacted]. I do not know if there is any relationship between [redacted] and [redacted]. I only had knowledge prior to July 10 of our contract with [redacted]. I was not informed by anyone that [redacted] had a contractual relationship with [redacted].

56. I have heard the name [redacted] (" [redacted] ") mentioned by [redacted] (" [redacted] ") on July 10. That was the first time I heard her name. I wrote the name down. I have never spoken to [redacted], emailed her, or met her. I do not know if anyone at the University has ever spoken to her.

57. I am familiar with the name of [redacted] (" [redacted] "). He called me at 7:46 a.m. on July 10 and identified himself as president of [redacted]. He said he was [redacted].

working with [redacted] and that they did have a contract with someone in [redacted]'s management. He said that [redacted] (" [redacted] ") was a direct competitor and that they were trying to stop the deal or get a cut of it. He told me to be patient. He said he would get me the contract by the end of the day. He wanted 24 hours.

58. I heard the name [redacted] (" [redacted] ") mentioned by [redacted] in a conference call held in the morning of July 10. I was on a call with [redacted] when [redacted] was patched into the call. [redacted] told [redacted] that [redacted] spoke to [redacted], and [redacted] said that he did not know anything about the benefit concert for Athletics.

59. On Tuesday, July 10 at 9:39 a.m., I received a call from a person who identified himself as [redacted] (" [redacted] "). [redacted] said that he is the president of [redacted]. That was the first time I heard of [redacted]. He told me we needed to be patient. He said they have an agreement with someone in [redacted]'s management, and that [redacted] definitely knows about the concert and approved it. I told [redacted] that the concert was likely off. I asked to see a contract between [redacted] and [redacted]. [redacted] said that he was trying to get the contract, and will have it by the end of the day. I told him that once we get the contract, that would help to settle things down. [redacted] said that [redacted] is trying to mess things up. He asked us to wait 24-48 hours before calling off the concert. I told him that I could pass on what he told me, but the University collectively would be making a decision consistent with its best interests. This was the only time I spoke with [redacted].

60. I do not know if the University has used the services of [redacted] before. I did not do anything to investigate [redacted]. I did not know [redacted] was even involved until July 10.

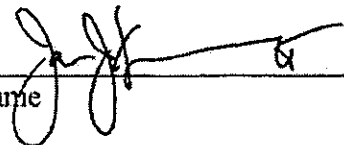
61. I do not know who [redacted] is. I have never heard of his name and have never spoken to him.

62. On July 11, I was put on leave at around 1:30 p.m. The only thing I have been tasked with since that time is to meet with the FBI and the University's investigators.

63. I did not stand to receive any personal benefit from the concert going forward.

64. In addition to my responses to [redacted]'s questions, I would like to say that the reason for the concert was to raise funds for Athletics. Everyone was aware of the financial difficulties Athletics is facing. The concert was something that could benefit Athletics and the community. The intent of everyone involved was to work to help Athletics raise funds.

The foregoing is a true and accurate summary of my statement to the fact finder.


Name _____

8/16/12
Date _____



Date of Interview: August 1, 2012
Interviewee: James Donovan, III
Fact-Finder Conducting Interview:

1. I, James Donovan, III, was interviewed by _____ on Wednesday, August 1, 2012.

2. The interview was conducted at the offices of _____

3. My attorney, _____, was present at the interview.

4. _____, an associate of _____, was present at the interview.

5. _____ explained that the same procedures and disclosures that were in place during our initial interview on July 19, 2012, continue to apply. I acknowledged this and stated that I did not need _____ to review them with me again.

6. _____ showed me an email string from Richard Sheriff ("Sheriff") to _____ ("_____") sent on March 27, 2012. Exhibit A. On the bottom of the first page Sheriff sent an email to _____ regarding the possibility of the Athletics Department being involved as a promoter of the concert. _____ asked if this email was an accurate account of what I said to Sheriff. I stated that it was not. I told Sheriff that the use of the Stan Sheriff Center ("Center") could be approved by the City and County of Honolulu if the event was a fundraiser for the University or the Neal Blaisdell Center ("NBC") was not available on the date. There is a PRU for the Center that applies to the use of the Center. A fundraiser or NBC approval would get around the PRU restrictions. An email from Enterprise Services saying that the University can have the concert should be enough to show approval.

7. I do not recall if the University received NBC's approval prior to holding the concert as I was not AD at that time. The University received NBC approval to hold an earlier MMA/K-1 event and I was AD at that time.

8. Sheriff handled the _____ event and I was not involved at all. I do not know if NBC consent was obtained. Carl Clapp ("Clapp") or Tiffany Kuraoka ("Kuraoka") would have been involved in the transfer of money for this event. The request for this event came directly from the President's office. We did not investigate the promoters of this event and as I've stated before, we had not "investigated" previous outside users of our facilities -- to my knowledge -- for decades.

9. Sheriff can receive overtime pay for outside user events. Sheriff does not receive overtime pay for internal University events. I do not know if there is a policy regarding overtime for managers. There is a MOU for overtime for internal University events. Instead of overtime pay, University employees receive a stipend. The MOU allows overtime pay for outside user events. This was a deal with the union HGEA. HGEA understood that the University does not have sufficient funds to pay overtime for internal University events. The vendee, not the University, pays the overtime pay for the outside user event.

10. [redacted] showed me an email string between me and Sheriff on May 3, 2012. Exhibit B. I recall sending this email. I told Sheriff to work with Ryan Akamine ("Akamine"). [redacted] approached Sheriff with the opportunity and Sheriff told me about it. Sheriff said that [redacted] could deliver [redacted]. I said that we could have the concert if NBC approved. Sheriff told me that [redacted] wanted a \$200,000 payment to secure the entertainer. I said, no. Sheriff came back to me and suggested that we sell presale tickets to get money to make the \$200,000 payment. I said that was ok as long as legal counsel approved. I told Sheriff to handle it. I went on vacation the next day.

11. [redacted] showed me an email from Akamine to me and Sheriff sent on May 24, 2012. Exhibit C. Attached to the email is a draft of the agreement between the University and [redacted]'s company for the use of the Center. I do not remember reviewing this draft agreement. Sheriff was working directly with Akamine. If Sheriff had questions, Sheriff would talk to me and give my comments to Akamine. I did not speak to Akamine until July 2, 2012, when Akamine asked me for the non performance insurance. While I reviewed this document during the interview, it did not appear to me to be the first version of the agreement. I recall the first version having a \$200,000 payment requirement. I told Sheriff that the University would not be sending out \$200,000.

12. The first time I spoke to [redacted] was on July 9, 2012, when Sheriff gave me his cell phone with [redacted] on the line.

13. I do not know if Akamine ever spoke to [redacted], but I assume that he did not. I recall Akamine sending an email saying not to forward his emails to outside people.

14. [redacted] showed me an email string between June 4 and 6, 2012. Exhibit D. In the top email on page one, Akamine sent version 5 of the agreement to me and Sheriff. Akamine stated that the most important change is to the fee structure of 10% gross sales or 75% of net after expenses. I spoke to Sheriff about the 10% gross sales and 75% of net after expenses on June 5, 2012. I was out of the office during this time, but returned for two days on June 5 and 6, 2012. Sheriff probably told Akamine my comments and that is how they ended in version 5 of the agreement. I felt that 75% of net after expenses was risky because there was no cap on expenses and net proceeds could have been one dollar. Usually NBC gets 10% to 12% of gross proceeds.

15. [redacted] showed me an email string between June 14 and 15, 2012. Exhibit E. In the top email on page one, I sent an email to Clapp and directed him to sign the contract on my behalf if general counsel approves. I was out on vacation at this time and I sent this email from the mainland. Based on my experience with him, I believe Clapp would have reviewed the contract before signing it. Clapp reviews all other contracts before giving them to me for signature. I made it standard practice to have my subordinates initial contracts, acknowledging their approval of the terms, that required my signature. Clapp is very detail oriented and should have read the contract, but I am not certain whether Clapp read the contract. I do not know if Clapp was involved in the negotiations of the contract. I did not have an opportunity to talk to Clapp about this because I was put on leave.

16. Before I sign any contract I ask, "Has Ryan approved this?" I will not sign a contract unless Akamine has approved it. When Akamine reviews contracts he typically inserts language to protect the University. He would add legal protection points. He would also ask questions regarding the business points. Akamine was my go-to guy. To my knowledge Akamine drafted the contract terms with [redacted] for this event.

17. [redacted] showed me an email string from June 14 and 15, 2012. Exhibit F. On the middle of the first page is an email from Sheriff to [redacted] where Sheriff attaches a copy of the floor seating map. The map shows seat holdings for [redacted], Sheriff, and me. I did not discuss this with Sheriff. I was not aware that I had seats on hold for me. I did not know the cost of seats at the time of this email.

18. [redacted] showed me an email from Vince Baldemor ("Baldemor") sent on June 16, 2012. Exhibit G. This appears to be a pacmail email notice to Baldemor's Koa Anuenue group. I do not remember getting this email because I was out on vacation. I was not involved in the presale of tickets. I do not remember Walter Watanabe ("Watanabe") asking me to approve a notice to the season ticket holders. It's possible that Watanabe did ask me, but I just do not remember. I knew that presales would occur to Koa Anuenue, corporate partners and the season ticket holders. I was not involved in the timing or the announcement of sales. I do not know if Akamine was involved in the presale ticket process.

19. [redacted] showed me an email string from Howard Todo ("Todo") to Akamine sent on June 25, 2012. Exhibit H. I was copied on this email, but I was still in Dallas at this time. I returned to work on July 2, 2012. In the email Todo is asking about "required statutory disclosures." I do not recall discussing these emails with Clapp or Kuraoka. I do not know when payment was sent out.

20. [redacted] showed me an email string between Sheriff and Akamine sent on June 29, 2012. Exhibit I. I was still on the mainland during this time. I did not discuss these emails with Sheriff or Akamine. I did not talk to anyone about insurance policies.

21. [redacted] showed me an email from Akamine to Sheriff on July 6, 2012. Exhibit J. In the email, Akamine was asking for the insurance. I returned to work on July 2, 2012, and Akamine called me regarding the insurance because payment was made. This was the first time I heard that payment was made and insurance was needed. I spoke to Sheriff and Sheriff said that [redacted] would get the insurance to UH by July 5, 2012. I told Sheriff and Teri Chang ("Chang") several times to get the cancellation insurance. I told Sheriff that the University will not send [redacted] any more money until [redacted] gives us the event cancellation insurance. [redacted] told Sheriff that the cancellation insurance is \$16,000 and [redacted] wanted \$16,000 from the University to pay for the insurance.

22. [redacted] showed me an email from [redacted] sent on July 24, 2012. Exhibit K. This email clarifies the statement I made to Greenwood about the money transfer. I told her that I thought Todo said his area sent it. I do not know who approved the money transfer. I do not know if Todo approved it. All other statements in this email are correct to my knowledge.

23. showed me copies of notes that I prepared. Exhibit L. I prepared these notes and they are the best recollection of discussions I had with certain people. I did not talk to these people listed in my notes before the morning of these calls to them. The notes were written on July 10.

24. showed me a copy of a letter from dated July 24, 2012. Exhibit M. The second paragraph of the letter states that facilities management and use are not a direct responsibility of the Athletics Director. I do not know what policies are in place regarding facilities use, but we have followed this practice/policy since at least 1985 when I was baseball stadium manager. Events are always managed by facilities management. I am not aware of a specific policy or delegation of authority for facilities management. Previously Greenwood's office called me and asked if we could do a event. This is how events are done – this practice has been in place for decades.

25. I do not know why the agreement for the use of the facility for the concert was prepared for my signature. Akamine would know why he put my name on the signature line.

26. In item 2, second paragraph of the letter, it states that the usual procedure on facilities management. Clapp and Chang have final approval on facilities rental. I do not get involved. The highest approvals go to Clapp and Chang. Normally, I do not see anything, including contracts or billings. I have approval authority over Clapp and Chang. I do not know if this approval authority has been delegated to (associate AD) Clapp and (assistant AD) Chang through an official document, but as I stated several times before, this is a practice that has been in place for decades. As the Athletics Director I have the ability to veto any approval given by them.

27. Item 3 of the letter references Todo's approval of the wire transfer. I do not know when the wire transfer occurred or who approved it. I do not have firsthand knowledge of Todo's involvement; I just assumed it was the case. I thought this issue was discussed in the meeting we had on July 10 and I thought Todo said he or his area may have approved the wire transfer.


28. On page 3 of the letter there is a discussion of who should have ensured that the University received the insurance policy prior to funding. I believe that Akamine, Clapp, Kuraoka, and Sheriff should have made sure that the insurance was in place prior to payment being sent out. I believe Akamine should have checked because he drafted the contract. I believe Kuraoka and Clapp should have checked because they are requesting the payment and they should have looked at the conditions of paying out money. Clapp should have reviewed the contract and he should have caught the insurance because he signed the contract on my behalf. Clapp is Kuraoka's boss and Kuraoka relies on Clapp, but as a fiscal officer she should pay attention because of the large amount of the payment. Sheriff should have checked because he knew the insurance was in the contract. I know that the general counsel's office does not get involved in the dispersal of funds. Sheriff and Akamine should have been the responsible people to ensure that insurance was obtained because they both knew that it was required under the contract. Sheriff and Akamine were in the best position to catch the insurance, these other people could have caught it, but they are at another level.

29. I do not know if Sheriff and _____ have any relationship outside of this event.

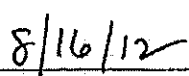
30. I do not know if anyone at the University stood to benefit personally from the concert.

31. _____ provided me with an opportunity to say anything else about this matter in addition to what was covered in the interview and I did not have anything further to add.

The foregoing is a true and accurate summary of my statement to the fact finder.



JAMES DONOVAN, III



Date



Re: (no subject)

Richard Sheriff [rsheff@hawaii.edu]

Sent: Tuesday, March 27, 2012 4:42 PM

To:

Cc: James J Donovan III [jdonovan@hawaii.edu]

Thanks for the info. Yes we would be looking at the same dates that we discussed. I look forward to meeting with you. I will be out of town Thursday March 29th until Tuesday April 3. We can set something up when I get back.

Rich

On Tue, Mar 27, 2012 at 4:15 PM, < > wrote:
Rich ...

That works for me ...

I have worked under that format many times ...

Starwood Hotels (Sheraton Waikiki) and had such an arrangement for me to produce and promote all their New Years Eve Shows for over ten years.

Starwood was always pleased with the successes. I worked well

I worked with their marketing team to create a 360 degree promotion ... they covered all their angles and I covered everything else.

I will present you with a line item budget ... then set up an invoice system for deposits ... etc.

The leverage that you have is that you control the box office. I will try to space artist deposits ... so you pay most of the artist's fees out of cash flow.

May I assume the 3 dates we discussed ... June 23 / July 28 / Aug 10 & 11 are still open ... with the August dates being preferred ?

Give me a couple days to change gears ... and at your convenience ... we can meet.

I can always email over preliminary spreadsheets for discussion.

In a message dated 3/27/2012 3:11:59 P.M. Hawaiian Standard Time, < > writes:

I met with Jim, what are the possibilities of UH Athletics getting involved as the promoter of this event and hiring you to help promote it for us Jim's thought are that if we are listed as the promoter and it is an event the UH Athletics is hosting then we have no limitations with the C & C PRU. Let me know your thoughts on this and what we would be looking at financially to make this happen.

Rich

On Fri, Mar 23, 2012 at 10:45 AM, < > wrote:
Thanks for the quick response ..

Exhibit A

OK ... I'll push for 10/11 ... of course we have to fit into 's tour.

Cheers,

In a message dated 3/23/2012 10:35:42 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

We have home Volleyball that week, but nothing on Sept 21 or Oct 5 & 6

I would prefer Aug 10 and 11 as first choice.

On Fri, Mar 23, 2012 at 10:31 AM, <.....> wrote:
I sent 's camp ... (as a beginning)

Saturdays June 23
July 28
Aug 11 (and 10)

=====

One another note ...

What is happening at the venue on Sept 14 and/or 15 and/or 16.

Aloha ...

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Re: Benefit Concert for UH Athletics August 11, 2012

Jim Donovan [jdonovan@hawaii.edu]

Sent: Thursday, May 03, 2012 6:40 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: ryan.akamine@hawaii.edu

Rich:

I'm fine with you working with Ryan on a concert managed by to benefit UH athletics.

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

On May 3, 2012, at 9:00 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Jim,
I went to NBC to ask permission for UH to host the benefit concert. Below is the approval from . At this point are you OK with Ryan and I trying to formulate an agreement (per your review) with to host this event?

is very nervous that the group will book a deal in the mainland if we don't get something going soon.

I would like to have a draft already in the works for your review when you return from the mainland.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:
Date: Wed, May 2, 2012 4:35 pm
Subject: Benefit Concert for UH Athletics August 11, 2012
To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard. You have our permission to proceed with the benefit booking.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Wednesday, May 02, 2012 3:21 PM
To:

Exhibit B

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Thank you for your assistance!

Rich

On Wed, May 2, 2012 at 2:56 PM, _____ wrote:
Richard. I will get back to you by tomorrow

From: Richard Sheriff [mailto:rsheff@hawaii.edu]
Sent: Wednesday, May 02, 2012 1:08 PM
To:
Subject: Re: Benefit Concert for UH Athletics August 11, 2012

We do not have any other events on lower campus on that date.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Wed, May 2, 2012 12:50 pm
Subject: Benefit Concert for UH Athletics August 11, 2012
To: "Richard Sheriff" <rsheff@hawaii.edu>

Richard: Is there any other sport activity that day?

From: Richard Sheriff [mailto:rsheff@hawaii.edu]
Sent: Wednesday, May 02, 2012 12:42 PM
To:
Cc: Ryan M. Akamine
Subject: Benefit Concert for UH Athletics August 11, 2012

Thank you for our conversation today. As I have told you on the phone, the University of Hawaii Athletics Department has been approached by a local promoter who host a benefit concert for the Athletic Department at the Stan Sheriff Center. This will be a 100% profit after expenses benefit to the UH Athletics Department. The show date would be Saturday August 11, 2012. It is my understanding the the NBC is pursuing different show for this date. The entertainer is a prominent mainland act. This will be a great opportunity for the UHAD to help towards balancing our budget.

Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, May 24, 2012 5:18 PM
To: Jim Donovan (jdonovan@hawaii.edu); Rich Sheriff (rsheff@hawaii.edu)
Cc: Darolyn H. Lendio; Garrett Halydier
Attachments: 2012 Agreement for Use of ~1.doc (87 KB)

Jim and Rich, take a look at the attached and let me know your thoughts. Specifically look at the provisions about the dates and fees.

Rich, are you comfortable that the City has waived all dates?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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Exhibit C

AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND _____, AN ENTERTAINMENT
CORPORATION, FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated May 29, 2012, is by and between the
UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and
_____, AN ENTERTAINMENT CORPORATION
("_____"), for the use of the Stan Sheriff Center to hold the
Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and
thanks _____ for its offer and agreement to promote the
Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic
department.

WITNESSETH

1. Description of Premises. UNIVERSITY, for and in consideration of
the covenants and agreements to be performed by _____ as contained in
this Agreement, hereby authorizes the use of the specific floor and ground
areas within the walls of Stan Sheriff Center ("SSC") by _____ for the
purpose of the _____ Benefit Concert ("Event") on the dates and
periods hereinafter set forth, with the right of ingress and egress to the
following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 9, 2012, Friday, August 10, 2012 and Saturday, August 11, 2012, during the times specified below.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than July 1, 2012. _____ shall have access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC on all Event days from 7:00 a.m.

4. User Fee. There shall be no User Fee charged to by the UNIVERSITY, however, shall donate to the UNIVERSITY \$150,000 or fifty percent of 's net revenue for the Event, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the Event in the following manner:

A. Pre-Sale Tickets shall be made available to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees.

B. Revenues from Pre-Sale Tickets in an amount not to exceed \$200,000.00 may be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with 's input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including

ushers, usher supervisors, support, parking and janitorial personnel.
will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within thirty (30) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY. Within thirty (30) days of receipt of said statement, _____ shall also make its donation payment to the UNIVERSITY.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the _____ day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or

otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees. further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither , its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If breaches this condition, UNIVERSITY is expressly authorized by to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of . Repairs by shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Athletic Director
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be

supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

, An Entertainment Corporation

By: _____
President



RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Wednesday, June 06, 2012 4:26 PM

To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff (rshefff@hawaii.edu)

Cc: Darolyn H. Lendio; Carl Clapp (cclapp@hawaii.edu)

Attachments: 2012 Agreement for Use of ~1.pdf (54 KB) ; 2012 Agreement for Use of ~2.doc (89 KB)

Jim and Rich,

See version 5 attached. Most important change is to the fee structure; 10% of gross sales or 75% of net after expenses.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110.
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine

Sent: Wednesday, June 06, 2012 2:44 PM

To: Jim Donovan (jdonovan@hawaii.edu); 'Richard Sheriff'

Cc: Darolyn H. Lendio

Subject: RE: Benefit Concert

Jim and Rich,

See attached new draft following my discussion with Rich. Call me after you review.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

Exhibit D

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From: Ryan Akamine
Sent: Wednesday, June 06, 2012 2:08 PM
To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff
Cc: Darolyn Lendio (lendio@hawaii.edu)
Subject: Benefit Concert

Jim and Rich,

In addition to the budget from Rich, attached are copies of the same draft agreement in different forms. Note that I have only been discussing a one-night concert with Rich and the agreement does not say the concert is just one night. We should discuss this. Call me after you have read through the draft. 956-4376 or 286-6996.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheff@hawaii.edu]
Sent: Tuesday, June 05, 2012 2:45 PM
To: Ryan Akamine
Subject: Fwd: (no subject)

Ryan,

Attached is the working budget for the expenses guideline as I said has agreed to the terms below. UHAD receiving \$22,500 in rent and \$22,500 in service fee, we will split 75%UHAD / 25% after expenses.

Let me know if you need anything else.

Rich

----- Forwarded message -----
From: Richard Sheriff <rsheff@uhawaii.edu>
Date: Tue, Jun 5, 2012 at 12:00 PM
Subject: Re: (no subject)
To:

I was just waiting for you to confirm the dates, so we can add them to the contract. I also wanted to firm up the financial agreement. I am looking at asking our attorney to add the expenses as an attachment to be followed.

Since we are billing this as a benefit for UH Athletics and I do have concerns that the City & County, DDP and NBC might request to review the financial agreement to make sure that this event is a UHAD Benefit, I was looking at the building Rental matching the fee at \$22,500 and having a 75 UH/25 split after expenses. Are those terms that you can live with.

Let me know your thoughts ASAP as Jim leaves for vacation on Friday and I want to get this to you before he leaves.

Rich

On Mon, Jun 4, 2012 at 11:55 PM, <.....> wrote:
Rich ...

will be finalized for the 18/17 of August very shortly.

In the mean time, please send me over the Contract from UH ... I don't want to spend days waiting for something that I expected in my hands by now. Just in case there are some clauses that must be worked out.

Still looking at 6/16 for booster announcement and General public 2 weeks later ..

Is there seating chart for me to look at? I would like to do the ticket holds and tech kills.

We should be also working on finalizing ticket header.

Perhaps you could give us a list of ticket outlets and online ticket hours so we can prepare the social media blast.

Thanks

In a message dated 6/4/2012 10:39:31 A.M. Hawaiian Standard Time, <rsheff@uhawaii.edu> writes:

Any word yet?

On Fri, Jun 1, 2012 at 4:36 PM, <.....> wrote:
One thing I can say ... We will not be using the 11.

In a message dated 6/1/2012 11:17:44 A.M. Hawaiian Standard Time, <rsheff@uhawaii.edu> writes:

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

AGREEMENT BETWEEN UNIVERSITY OF HAWAI'I AT MANOA
AND _____, AN ENTERTAINMENT
CORPORATION, FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 6, 2012, is by and between the
UNIVERSITY OF HAWAI'I AT MANOA ("UNIVERSITY") and
_____, AN ENTERTAINMENT CORPORATION
("_____"), for the use of the Stan Sheriff Center to hold the
Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and
thanks _____ for its offer and agreement to promote the
Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic
department.

W I T N E S S E T H

1. Description of Premises. UNIVERSITY, for and in consideration of
the covenants and agreements to be performed by _____ as contained in
this Agreement, hereby authorizes the use of the specific floor and ground
areas within the walls of Stan Sheriff Center ("SSC") by _____ for the
purpose of the _____ Benefit Concert ("Event") on the dates and
periods hereinafter set forth, with the right of ingress and egress to the
following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____, _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. A second concert may be added on Friday, August 17, 2012, which will be memorialized by a separate agreement by the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have access to the designated areas outlined in Section 1 of this Agreement

beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees, starting on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 may be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within thirty (30) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
 University of Hawai'i at Manoa
 Office of Intercollegiate Athletics
 1337 Lower Campus Road
 Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

; An Entertainment Corporation

By: _____
President



Re: Benefit Concert

Jim Donovan [jdonovan@hawaii.edu]

Sent: Friday, June 15, 2012 7:17 AM

To: Carl Clapp [cclapp@hawaii.edu]

Carl:

As long as UGC has approved final draft, please sign on my behalf.

Also, please thank Rich again for me for all his hard work on this -- & I will thank him again when I return from vacation.

Thanks!

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

On Jun 15, 2012, at 2:25 AM, Carl Clapp <cclapp@hawaii.edu> wrote:

> Jim,
>
> I know that Ryan has reviewed this and I am fine with signing for you
> (already added \$200,000 to the budget). You ok with me signing?
>
> Carl
>
> ----- Forwarded message -----
> From: Richard Sheriff <rsheriff@hawaii.edu>
> Date: Thu, 14 Jun 2012 18:04:18 -1000
> Subject: Fwd: FW: Benefit Concert
> To: Carl Clapp <cclapp@hawaii.edu>
>
> Carl,
> We are looking at making the concert ticket presale announcement tomorrow.
> is sending me a signed copy of this agreement. Can I get a
> signed copy from you to send to him tomorrow.
>
> Thanks,
>
> Rich
>
> ----- Forwarded message -----
> From: Richard Sheriff <rsheriff@hawaii.edu>
> Date: Thu, Jun 14, 2012 at 6:02 PM
> Subject: Fwd: FW: Benefit Concert
> To:
>
>
>
> The concert agreement is attached.
>
> Thanks,

Exhibit E

>
> Rich
>
> Ryan M. Akamine****
>
> Associate General Counsel****
>
> Office of Vice-President for Legal Affairs ****
>
> and University General Counsel****
>
> ****University** of **Hawai'i*****
>
> ****2444 Dole Street****, Bachman Hall 110****
>
> ****Honolulu**, **Hawai'i** **96822*****
>
> (808) 956-2211 phone****
>
> (808) 956-2109 fax****
>
> ryan.akamine@hawaii.edu ****
>
> ****
>
> *CONFIDENTIALITY NOTICE:*
>
> *This E-mail and any attachments are confidential and****
>
> *may be protected by legal privilege. If you are not the****
>
> *intended recipient, be aware that any disclosure, copying,****
>
> *distribution, or use of this E-mail or any attachment is****
>
> *prohibited. If you have received this E-mail in error,****
>
> *please notify us immediately by returning it to the sender****
>
> *and delete this copy from your system. Thank you.*
>
> ****

> -----
>
> *From:* **Ryan Akamine**
> *Sent:* Thursday, June 14, 2012 12:15 PM
> *To:* ; **Jim Donovan** (
> jdonovan@hawaii.edu); **Carl Clapp** (cclapp@hawaii.edu)
> *Cc:* **Carolyn Hendic** (hendic@hawaii.edu)
> *Subject:* Benefit Concert****

> ** **
>
> , Jim and Carl, ****

> ** **

>
> Please find attached the amended agreement for the proposed concert. This
> document is nearly for execution. For your information, in the attached,
> Section *5. Assistance by UNIVERSITY* needed to be changed to acknowledge

> that pre-sale assistance will be by and through the athletics department's
> fundraising organization. ****
>
> ** **
>
> To the extent that there will be filming involved and the parties are
> agreeable, we can prepare a separate agreement, but we need to know the
> details of what's intended. Please provide that as soon as possible. ****
>
> ** **
>
> Please let me know if you have any questions. ****
>
> ** **
>
> Thank you, ****
>
> Ryan ****
>
> ** **
>
> Ryan M. Akamine****
>
> Associate General Counsel****
>
> Office of Vice-President for Legal Affairs ****
>
> and University General Counsel****
>
> ****University** of **Hawai'i****
>
> ****2444 Dole Street****, Bachman Hall 110****
>
> ****Honolulu**, **Hawai'i** **96822****
>
> (808) 956-2211 phone****
>
> (808) 956-2109 fax****
>
> ryan.akamine@hawaii.edu ****
>
> ****
>
> *CONFIDENTIALITY NOTICE:*
>
> *This E-mail and any attachments are confidential and****
>
> *may be protected by legal privilege. If you are not the****
>
> *intended recipient, be aware that any disclosure, copying,****
>
> *distribution, or use of this E-mail or any attachment is****
>
> *prohibited. If you have received this E-mail in error,****
>
> *please notify us immediately by returning it to the sender****
>
> *and delete this copy from your system. Thank you.*
>
> ****

>
> ** **
>
>
>
> --
> Richard Sheriff
> Manager - Stan Sheriff Center
> University of Hawaii
> 1355 Lower Campus Road
> Honolulu, Hawaii 96822

>
>
>
>
> --
> Richard Sheriff
> Manager - Stan Sheriff Center
> University of Hawaii
> 1355 Lower Campus Road
> Honolulu, Hawaii 96822

>
> --
> Sent from my mobile device

>
> Carl R. Clapp
> University of Hawaii at Manoa
> Associate Athletics Director
> Office: (808) 956-4469
> FAX: (808) 956-4637
> ~~www.hawaii.edu/athletics~~
> ~~www.hawaii.edu/athletics~~
> <2012 Agreement for Use of SSC by 2012.06.12 v.final.pdf>



Seat holds

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Friday, June 15, 2012 2:29 PM

To: Teri Chang [teric@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; Jeannie Lee [Jeannie@hawaii.edu]

Attachments: Floor Seating Map Final~1.xls (36 KB) ; concert seating price levels.pdf (272 KB) ; Floor Seating Map Final~2.xls (36 KB) ; concert seating price levels.pdf (272 KB)

Teri / Carl / Jeannie / Walter,

Attached are the floor seating holds. The legend is on the bottom. The light blue are the public seat sale holds. Walter and I will need to block out some public sale holds in the riser. all other white and yellow will be available for AKA and Corporate Partner Pre Sale.

Let me know if you have any concerns.

Rich

----- Forwarded message -----

From: < >

Date: Fri, Jun 15, 2012 at 1:55 PM

Subject: Re: Email Flyers

To: rsheriff@hawaii.edu

looks ok to me.

In a message dated 6/15/2012 1:51:44 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Take a look and let me know, I put your holds on this map, The green is for Jim Donovan the black is for me and sound & light. The lite blue is for public sale. All others will be opened up for our boosters and corporate partners, Is this what you had in mind?

On Fri, Jun 15, 2012 at 1:18 PM, < > wrote:

Got it ... no public sale

In a message dated 6/15/2012 1:08:13 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Attached is a copy of the floor seating map for your holds.

One thing just between you and I. We need to stick together on this. The \$250 VIP seats are only available to our booster groups, the entertainer, promoter (for ticket giveaways) NO \$250 Tickets will be available for public sale! let me know if you have a problem with this statement.

Rich

On Thu, Jun 14, 2012 at 5:28 PM, < > wrote:

Let me think about it ... like I said the reservations and deposits should happen when we send out the 200k.

I just want to get ... as you require ... the non performance insurance in place.

In a message dated 6/14/2012 4:50:57 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I would like to get the info out tomorrow if we can, even if we do not take reservations until Wednesday. What are your major concerns about going out tomorrow and taking reservations starting Monday?

On Thu, Jun 14, 2012 at 4:46 PM, < > wrote:

I do not see this going out until Monday and reservations/deposits until Wednesday

In a message dated 6/14/2012 4:04:04 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Exhibit F

Please review the attached AKA announcement. The Corporate Partner announcement is in the same format but did not look that way on the email.

Rich

On Thu, Jun 14, 2012 at 3:45 PM, Richard Sheriff <rsheff@hawaii.edu> wrote:
It should have come from Ryan, if you need me to send it again, I can.

Sent from my HTC on the Now Network from Sprint!
----- Reply message -----

From: _____
Date: Thu, Jun 14, 2012 3:32 pm
Subject: Email Flyers
To: <rsheff@hawaii.edu>

I MUST HAVE MISSED IT CAN YOU SEND ME A FINAL CONTRACT ...

I WILL SIGN IT AND FAX IT BACK

WHEN YOU ARE DISCUSSING THE FLYER / PR ... PLEASE CC A COPY
In a message dated

6/14/2012 3:18:47 P.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

Yes you are correct, I will make sure that the money after expenses will get back to

Can you sign your contract and return it to me. I will get a copy of our signed contract to you.

On Thu, Jun 14, 2012 at 3:07 PM, <_____> wrote:
Well its a little like the chicken or the egg.

I will send you an invoice and ... perhaps you can prepare the 200k check,

Non performance insurance is specialty insurance ...

I have applied for it this afternoon.

It should be in place tomorrow, in the mean time please get the check in the "pipeline"

Non Performance insurance can only have one primary "insured". I have put it under the UH Athletic Department.

I trust you enough that if the money (minus your expenses and advances) will come back to

Obviously I have 50k of mine in this show already,

When you are happy I we can do the reservations and deposited.

In a message dated 6/14/2012 2:45:37 P.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

The insurance just needs to be in place prior to money leaving the department.

This is the Corporate Partner email Please review

UH Corporate Partners, We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on Saturday, August 18, in a special concert that will serve as a fundraiser for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public

sales and secure the best available seats. There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (see attached arena schematic). Based on your UH Corporate Partner level, you will be able to secure the following maximum number of tickets: Diamond 40

Platinum	32
Koa	24
Kaimana	16
Kula	12
Makana	10
Ohana	10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corporateater We will need to receive a firm ticket number from you by Wednesday, June 27.

After that date, you will be contacted about payment.

Please contact Cory Enriquez, UH marketing assistant, at 956-9201 or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, John, Brent, Aaron, & Cory

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

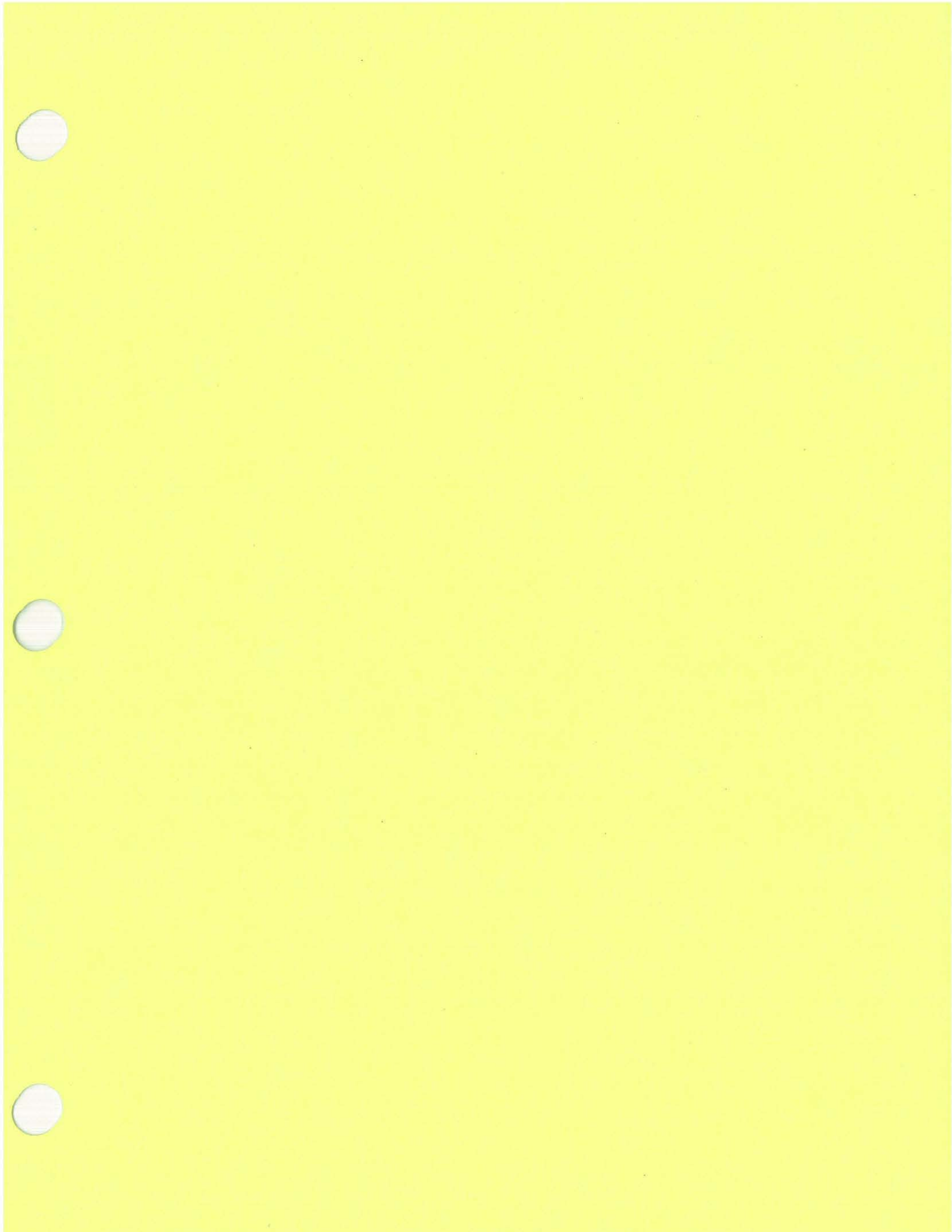
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

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Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



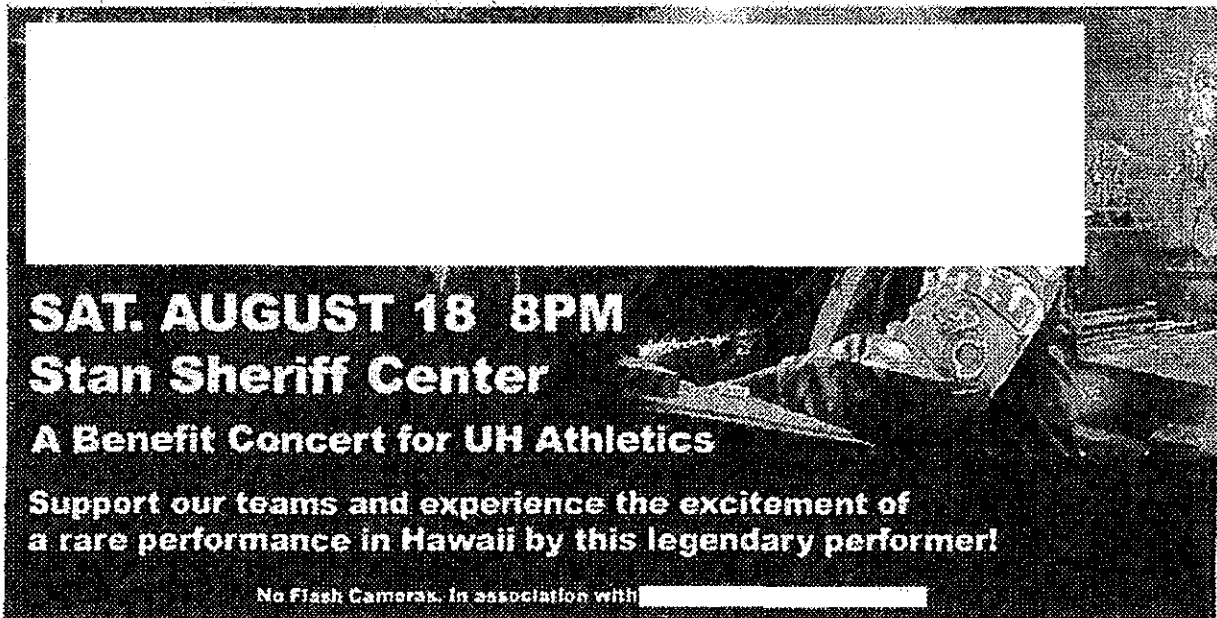
*** August 18, 2012 * Stan Sheriff Center**

Baldemor, Vince [vince@koaanuenue.org]

Sent: Saturday, June 16, 2012 1:16 PM

To: Baldemor, Vince [vince@koaanuenue.org]

Attachments: - Order Form.pdf (90 KB); concert seating price levels.pdf (272 KB)



June 16, 2012

Aloha to the AKA family,

University of Hawaii Athletics is thrilled to announce that the legendary _____ will be performing at the Stan Sheriff Center on Saturday, August 18, 2012 in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawaii is produced in association with _____

As a valued donor and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of opening ticket sales to season ticket holders and the general public.

Tickets are priced at \$250 (floor seats, includes VIP Reception in the Ed Wong Hospitality Suite), \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Seats at the \$250 level are limited to six (6) seats per Sport Package, based on availability and, if you are interested, orders should be placed as soon as possible. All other seats are limited to twenty (20) seats per Sport Package.

Exhibit G

Pre-sale orders to Sport Package donors begin on Monday, June 18th and must be received by Friday, June 22nd to retain Sport Package priority for seat assignment. Ticket sales to all UH season ticket holders will begin on Saturday, June 23rd. MasterCard or Visa credit card payments accepted; no checks. Seats will be assigned by Sport Package priority and tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail carol@KoaAnuenue.org to place your order. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome to Hawaii!

Vince Baldemor
President
Ahahui Koa Anuenue
University of Hawaii-Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org



**Concert
August 18, 2012**

Sport Package Ticket Order Form
Deadline: June 22, 2012

Member Name _____ Day phone _____
Address _____ CSZ _____

Floor Seats (limit 6 tickets, includes VIP Reception) _____ tickets @ \$260 (includes \$10 handling fee) = \$ _____
Limit of 20 seats per account for:
Remainder of Floor Seats & Riser to Row 13 _____ tickets @ \$135 (includes \$10 handling fee) = \$ _____
Lower Level Row 14 to Upper Level Row 7 _____ tickets @ \$109 (includes \$10 handling fee) = \$ _____
Upper Level Row 8-14 _____ tickets @ \$95 (includes \$10 handling fee) = \$ _____
Upper Level Row 15-17 _____ tickets @ \$80 (includes \$10 handling fee) = \$ _____

**Note: Seats will be assigned by Sport Package
Priority Order, Best Available**

TOTAL	\$ _____
-------	----------

CREDIT CARD PAYMENTS ONLY Charge my credit card \$ _____

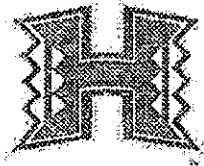
___ Visa ___ Master Card Acct. # _____ Exp date ___ / ___

Authorized signature _____ Date _____

Name on credit card _____

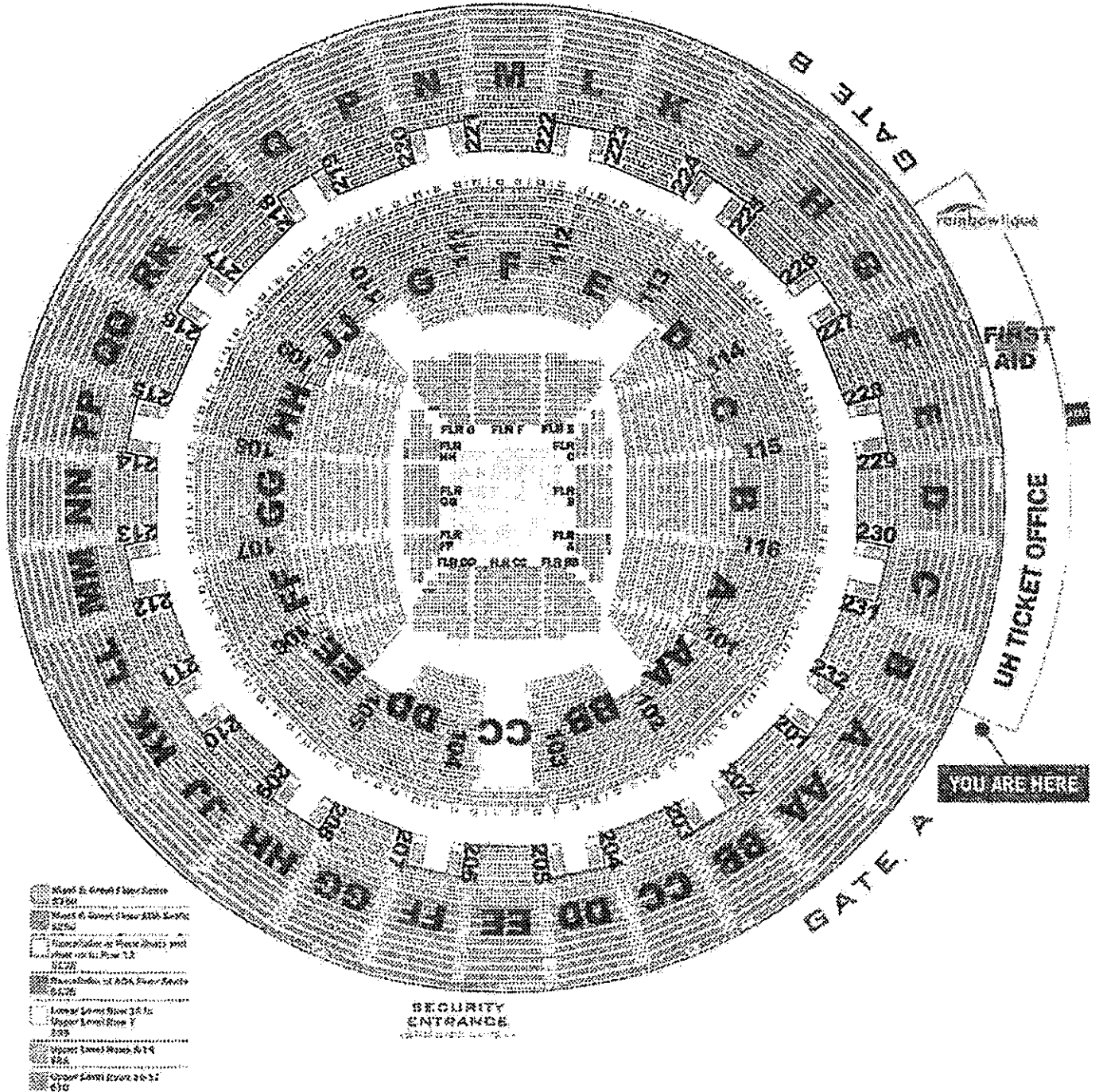
DEADLINE: ORDERS MUST BE RECEIVED BY FRIDAY, JUNE 22, 2012

Return form to:
carol@KoaAvenue.org
Or
Fax to (808) 956-4598

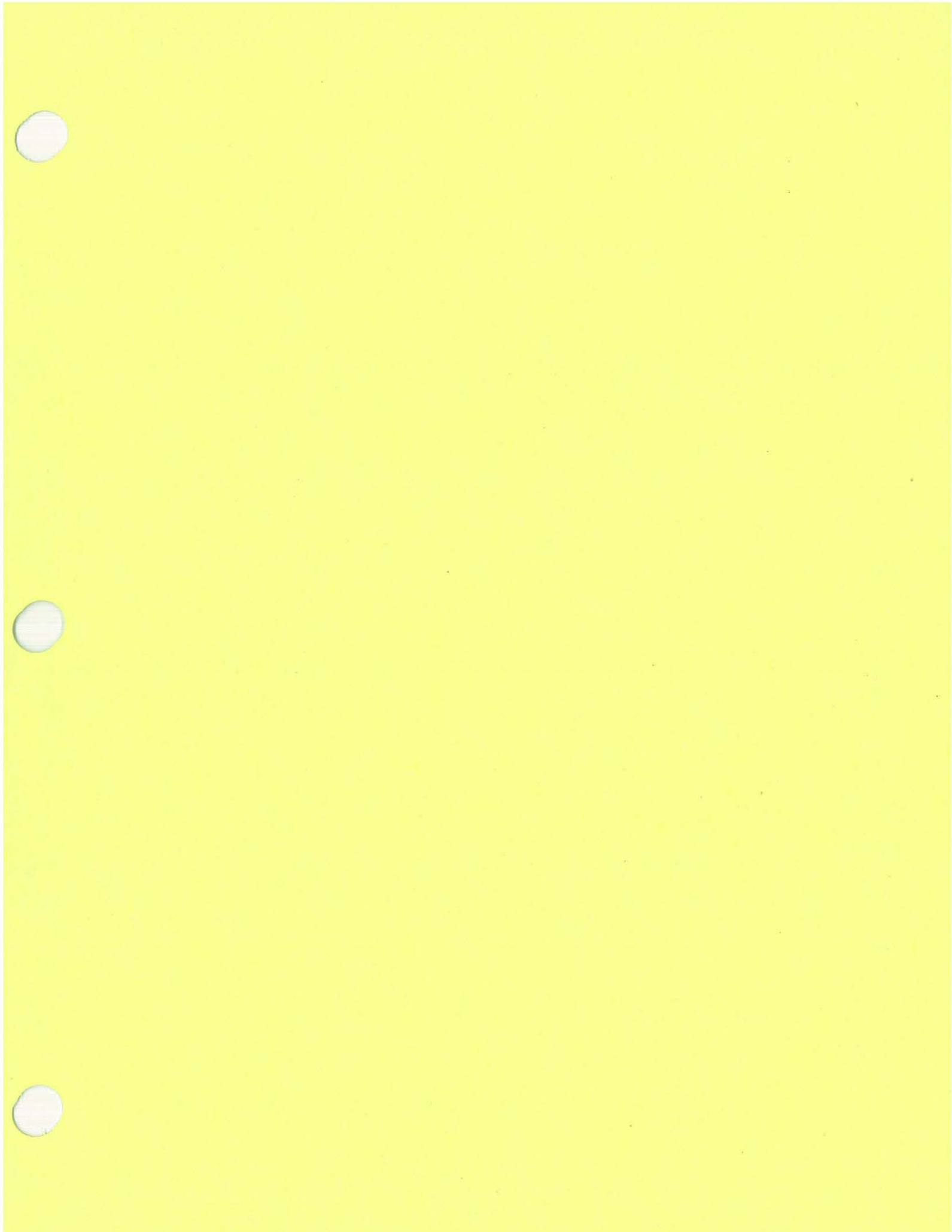


STAN SHERIFF CENTER

UNIVERSITY OF HAWAII



- Main & Grand Floor Boxes
2750
- Main & Grand Floor Club Level
2750
- Floor Boxes at Floor Level 2000
2750
- Floor Boxes at Floor Level 1000
2750
- Floor Boxes at Floor Level 500
2750
- Lower Level Boxes 35-10
2750
- Upper Level Boxes 5-14
2750
- Lower Level Boxes 20-31
2750



Re: Benefit Concert

Howard Todo [htodo@hawaii.edu]

Sent: Monday, June 25, 2012 2:14 PM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]

Cc: Paul Kobayashi [pyk@hawaii.edu]; Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; Darolyn H. Lendio

Attachments: htodo.vcf (397 B)

Ryan, what are the required statutory disclosures, and who is handling those?

Howard

On 6/25/2012 2:08 PM, Paul Kobayashi wrote:

Aloha Ryan,
Thank you for the notification. We are working Carl and Tiffany towards making the initial deposit and payment.
Please call me if you have any additional comments or questions.
Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Ryan Akamine [mailto:Ryan.Akamine@hawaii.edu]
Sent: Monday, June 25, 2012 1:47 PM
To: Howard Todo (htodo@hawaii.edu); Paul Kobayashi
Cc: Jim Donovan; Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio
Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine

Exhibit H

Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
van.aka@hawaii.edu

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RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, June 29, 2012 10:54 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Rich,

Good. Do you have the insurance policies? We were supposed to get it before pre-sale ticket sales commenced.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Friday, June 29, 2012 10:48 AM

To: Ryan Akamine

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Subject: Re: Benefit Concert

Ryan,

No one from the University has signed an agreement with _____, Our agreement is with _____ (_____) only. I am trying to get a copy of _____ agreement with _____.

Rich

On Fri, Jun 29, 2012 at 10:38 AM, Ryan Akamine <ryan.akamine@hawaii.edu> wrote:
Jim, Carl and Rich,

I just want to make sure that no one has signed off on any "ENGAGEMENT MEMORANDUM AGREEMENT" generated by _____ or _____. Please reply ASAP.

Thanks,
Ryan

Exhibit I

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 958-2211 phone
(808) 958-2109 fax
ryan.akamine@hawaii.edu

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--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, July 06, 2012 3:06 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp [ccdapp@hawaii.edu]; Darolyn H. Lendio

Rich, do you have a copy yet?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, July 05, 2012 1:44 PM
To: James J Donovan, III
Cc: Ryan Akamine; Carl Clapp
Subject: Fwd: Scanned AG Document

FYI

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:
Date: Thu, Jul 5, 2012 10:39 am
Subject: Scanned AG Document
To: <rsheriff@hawaii.edu>

Rich ...

Told by insurance company the I will have the cancellation insurance in hand tomorrow

Regards.

In a message dated 7/3/2012 5:47:14 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes.

The SSC stage is maximum 32' x 32' x 32"

We can set it up 24' x 24' x 32"

Exhibit J



From:
Sent: Thursday, July 26, 2012 11:47 AM
To:
Cc:
Subject: FW: Jim Donovan's notes of emails attached and clarification on Howard Toto's knowledge
Attachments: Donovan Notes.pdf

FYI

From:
Sent: Tuesday, July 24, 2012 3:14 PM
To:
Subject: Jim Donovan's notes of emails attached and clarification on Howard Toto's knowledge

Jim has no firsthand knowledge as to what involvement Howard Toto had on the disbursement. He understood from what was discussed at a 3 hour meeting held 7/10, that Howard had approved the disbursement, but he does not know that for a fact.

The emails on June 14th and 15th quoted in Jim's attached notes are the ones concerning signing the contract. Jim copied those emails verbatim in the attached notes. Carl asked to be able to sign the contract in an email to Jim on 6/14, Jim replied on 6/15. It was Jim's understanding from Carl's 6/14 email that the contract was OK with Carl. Carl needed Jim to formally authorize Carl to sign it, since the contract was drawn up for Jim's signature.

The email on 6/27 from Jim authoring Carl to sign a document concerned a different document, not the concert contract. It concerned a form that needed to be filed out with the AG's office for all fund-raising events.

I hope this clarifies things.

Aloha,



Concert Call Notes (7/10/12)

Requested by Ryan per our call

6:15am

— managing partner —
said he talked with who handles all of business affairs and they know nothing about this concert and it's not approved. has been 's agent for 18 years and says he handles all of concerts. He does not think this concert will go on. He will be talking to management and probably himself & he will get back to me later today (definitely does not sound optimistic and he says the university needs to quickly follow-up on the \$200,000 because he doesn't have it, 's management doesn't have it and he doesn't know where it's at).

7:46am

He told me he was working with , specifically with (sp?), and that they did have an agreement with someone in 's management team for the concert. He said is a "direct competitor" to , and they were trying to stop the deal and/or get a cut of the deal. He said he'd have something in writing in "UH hands" by end of today. He asked us to be patient for 24-hours.

8:07am

Called me back and said he talked with 's management and the concert was off. He said was not available on that date and he wanted to talk to UH publicity and legal personnel about the notice of cancellation. I asked if we could have something in writing from or his management team that confirmed had the sole right to represent in regards to this concert. He discussed his firm's reputation and then had an individual conferenced in to our call — she identified herself as and she said she was 's manager. said this was an unfortunate situation that they just learned about. said is not available on that date & they want to protect and his fans. (who was on the call for about a minute left the call and was conferenced in. and discussed the situation. said he had someone in 's management team that had approved the concert. said that just wasn't true. and then discussed some financial terms regarding the concert — they both mentioned a at & said received \$1.2 mil for his San Francisco concert and \$900K for his London concert and would never have agreed to the \$450K that is claiming they have a deal for. also mentioned that the range for what is paid to do concerts is \$750K - \$1.5 mil). also said the only legitimate escrow account is at & no one at knows where the \$250K was deposited at, but it wasn't the escrow account. repeated to the concert was not happening. then gave a name — — and said he was the individual that secured the agreement from 's management team. said

Exhibit L

he didn't know who that was. [redacted] also said that [redacted] called [redacted] (sp?), but [redacted] knew nothing about it (& [redacted] also mentioned [redacted]'s (sp?) name.) [redacted] then left the call to take another call. [redacted] then explained to me how artist payment is handled – typically a guaranteed amount & then a percentage of sales after facility and promoter expenses. When we discussed that a sellout for UH would create approximately \$1 mil he asked if I could send him the ticket manifest for the concert and a layout plan (I've talked with Ryan and I will be sending these to items to [redacted]). [redacted] said that he doesn't want UH or [redacted] ([redacted]) to get hurt, but they probably will – and he doesn't want to get hurt either. [redacted] said he would try to keep on tracking down what is going on and get back to me. He said [redacted] has nine kids and I don't think one of them is involved in this situation, but he wants to make sure. [redacted] said he would contact me later again today.

9:26am

[redacted] says that the President of [redacted] (sp?), is going to call me and explain the situation. He said we need to be patient as they work these things out. He said he believes what we're seeing here is an attempt to change the monetary deal and/or for [redacted] to get a cut of the concert. I told him that the University leadership and general counsel were being made aware of the situation, and while I could pass along his comments and suggestions, the University would make whatever decision was deemed in our best interest.

9:39am

[redacted] (sp?) – President of [redacted] – told me that we need to be patient. He said they do have an agreement with someone in [redacted] management team and [redacted] definitely knows about concert and has approved it. I mentioned that [redacted] has called us and told us that the concert is likely off. I asked him for a copy of a contract between [redacted] and [redacted]. He stated they are trying to get it, and should have it to us by later today. I said that once we have a valid contract in hand between [redacted] and [redacted]; that would settle things down quite a bit. He said that [redacted] was "messing things up right now." Again he stated for us to give him 24-48 hours to get the paperwork to us. I told him that the University leadership and general counsel were being made aware of the situation, and while I could pass along his comments and suggestions, the University would make whatever decision was deemed in our best interest.

11:24am

[redacted] calls and says he will be sending out an email shortly to me and the President stating that "they will have to pull this concert down." He wants to discuss with our media team how to put the announcement out. He said they would be interested in issuing some vouchers to those who purchased because they may want to bring [redacted] back through here in the winter (as they may be putting together an Asia tour for him). We would still refund, but they would give priority to those that purchased tickets if our system can do vouchers. Said he was sorry, but that this concert will not go on. He said people he was talking to this morning have stopped talking to him. He said we should work with bank

on the wire transfer & get our \$200,000 back asap. He said we can look online to see he is the only agent for . I told him there was a meeting on campus at 12:30pm HST and asked if the members in the meeting wanted to call him could they do so – and he said that would be fine. said his assistant would get him if he was in a meeting.

11:32am

I emailed at a ticket manifest and floor map of the Stan Sheriff Center (approved by Ryan on an earlier call as these items would likely be available through a FOIA request in any case).



July 24, 2012

Re: Jim Donovan and University of Hawaii

Dear _____ :

I enjoyed meeting with you and Jim Donovan. Mr. Donovan and I want to do everything we can to assist you in expediting your investigation. In this regard, I want to briefly summarize what I understood from your interview with Jim:

Facilities management and use are not, in the many years Jim has been at UH, a direct responsibility of the Athletic Director. Between Carl Clapp and Rich Sheriff, the UH Athletic Department has two employees with more than 40 years of facility management experience. Rich has, without any significant involvement by Jim or other Athletic Directors, put on several events at UH facilities, such as the Ms. Universe Contest, the Toyota Sales USA National Dealer Meeting and the _____ concert. When the idea of a _____ concert came up, Jim saw his role in the event being similar to the role of Athletic Director in other such events, oversight, but not providing any kind of day-to-day management. Jim's job was to insure that the concert was in keeping with overall athletic department goals, and would not violate any policies or laws. He made sure the concert was approved by the City, and UH's general counsel office. He saw holding the concert as consistent with his directive from the Board of Regents to utilize UH's athletic facilities for outside events, not only to make money for the department, but also to try and involve the community in as many athletic department events as possible.

To do his job as an athletic director of oversight and protect UH from risks, he implemented the following strategies in this _____ concert, and other such events:

1. He relied on Rich Sheriff to do an assessment of the worthiness and risks of the event. In this case Rich told Jim he had checked out the reputation of the promoter, _____, and that _____ was not only a UH alumnus, but also had 20 years experience as a concert promoter in Honolulu, had promoted a _____ concert in the past, and was well regarded by vendors within the concert community, such as stage and lighting experts in Honolulu. Jim properly relied on Rich to vet the

Exhibit M

promoter, which Rich told him he had done and gave Jim the factual support for Rich's conclusion that _____ was a reputable promoter. _____ was the only person Jim was told would be a promoter of the concert.

2. Jim relied on the University's General Counsel's Office to protect the University. The general counsel's office wrote the contract for the concert. Jim was informed it went through seven (7) drafts. Jim was out of town when the contract was signed. He did, via email, authorize Carl Clapp to sign the contract, but **only if:** a) Carl found the contract acceptable; and b) if it was approved by General Counsel.

As Jim explained, the usual procedure on facilities management and use issue was that Carl or Teri Chang, Assistant AD for Facilities, has final approval on facilities rental, and if the facility in question was the Stan Sheriff Center, Rich Sheriff was regarded as the capable expert by Carl, Teri and Jim.

3. The athletic department's fiscal office and the UH fiscal office, have control of disbursements. Jim is usually not involved, nor have past Athletic Directors typically been involved, in okaying payments – usually the Associate Athletic Director, Carl Clapp in this situation, is the individual that approves almost all fiscal expenditures. Further, fiscal transactions are handled through fiscal officers. In this case, both Mr. Toto, Vice President for Finance for the UH System and Ms. Tiffany Kuraoka, Fiscal Officer for UH Athletics, were aware and approved that the money was being sent via wire transfer to _____. Nobody mentioned it to Jim, which is not surprising, both because he is usually not involved in okaying payments, and because he was out of town on a scheduled vacation. Had Jim known about the wire transfer, it might have caught his attention, because he has never in his experience as Athletic Director, known the UH to pay via wire transfer – to his knowledge all money has gone out via check. The wire transfer to _____ request was signed off on by Tiffany and Howard, while Jim was out of town, and on vacation, without his knowledge, authorization or consent.

Although Jim as Athletic Director is "Captain of the ship", (just as MRC Greenwood is "the Captain" for the overall UH system) as a practical matter, the Athletic Director has lots of day-to-day, real-world responsibilities, involving things such as preventing NCAA violations, building conference relationships, lining up opponents, and many other big picture issues, but to expect or require that the Athletic Director personally, should be, or can be responsible for, or approval of disbursements is not realistic. It is not what does happen or could happen. That's the reason UH has fiscal officers, and a fiscal administration.

4. Insurance. The other protection the contract provided for was insurance. This contract specifically required the local promoter, _____, which is the entity the UH contracted with, to obtain that insurance. With 20/20 hindsight it is now clear that someone at UH should have checked to make sure prior to the wire transfer, that the insurance had been obtained, but that person was not Jim Donovan. It should have been someone directly involved in the disbursement decision. Jim was out of town and on

July 24, 2012
Page 3 of 3

vacation, and was not even aware of the disbursement. Checking to make sure UH got the insurance policy prior to funding is probably something that should have been done by either the general counsel's office, or the fiscal office, or by Carl Clapp or perhaps Rich Sheriff who was managing the event, but not Jim Donovan.

In summary, Jim violated no policies nor made any errors or mistake in judgment. He was out of town when the significant event that caused the loss: sending the money to _____ and sending it before insurance was obtained, occurred. I hope Jim will be quickly and completely exonerated so that he can return to work, and UH can move forward with a well-coordinated and well-planned football and basketball season.

If I can give you any further information, please let me know.

Sincerely,

University of Hawai'i at Mānoa
Position Description
Director of Athletics

9a. Duties and Responsibilities

The Director of Athletics is responsible for the overall management of the state's only Football Bowl Subdivision athletics program at the University of Hawai'i at Mānoa campus. The Director of Athletics reports to the Chancellor, University of Hawai'i at Mānoa, and is responsible for the sound fiscal management of the more than \$26 million a year general operating budget design.

As the Chief Athletics Officer, the Director of Athletics provides executive leadership and vision to guide and grow the athletics program in a manner commensurate with the mission and values of the University. Responsibilities include directing the long-range planning and implementation strategies of the department; strengthening and promoting the University's athletics program and solidifying its success and recognition; managing public relations, media, and marketing initiatives; taking effective measures to ensure the fiscal soundness of the program and fair and responsible personnel actions; achieving success in resource development and fundraising initiatives; and promoting the personal, academic and athletic development and achievement of student athletes. Further, the Director of Athletics will be expected to promote actions that strongly support diversity and gender equity; encourage and support a multicultural environment; effectively build relationships with other academic institutions, state and national associations affiliated with educational institution athletes, and various constituents of the State of Hawai'i, including public supporters, legislators, educators, chief executive officers of business enterprises, and local and national media, to positively promote the athletics program and generate revenue in support of the athletics mission.

1. Administration and Development 50%

Develops long- and short-range plans for the athletics program at the University of Hawai'i at Mānoa commensurate with the mission and values of the University and the needs and desires of the people of Hawai'i. Plans, develops, and implements innovative and proactive programs, activities, and policies that respond to the changing needs and requirements of the University's athletic communities and international, national, and Hawai'i sports fans, and that enhance the Athletics department's ability to remain solvent and profitable.

Establishes a viable sports program, which includes the in-state and out-of-state scheduling of athletic events, activities and contests involving both team and individual events and activities.

Establishes an environment that encourages high academic achievement and the success of student athletes with resulting high graduation rates.

Represents the University's athletics interests with other collegiate institutions and local agencies, groups, associations, Western Athletic Conference (WAC), Mountain Pacific Sports Federation (MPSF) and the National Collegiate Athletic Association (NCAA).

Develops strategic projections of program and staffing requirements, including the budgeting of all expenditures and the development, identification, and projection of long- and short-range requirements for budget preparation purposes. Secures the financial stability of the program by creating ways to generate additional income and through active fundraising. Oversees fiscal records, purchasing, and the control and maintenance of equipment.

Oversees the hiring, supervision, and evaluation of coaches and administrative staff. Negotiates and administers contracts in the best interests of the University.

Provides leadership and direction to the athletics program through policy formulation, development, and implementation to ensure effective compliance with NCAA regulations, conference rules and regulations, and state, federal, and university rules, laws, regulations, policies, and procedures.

Expects and encourages student-athletes to perform in the classroom and competitively, exhibit sportsmanship and demonstrate respect for all; supports a comprehensive life skills program emphasizing academic and athletic excellence, personal and career development, and community service; teaches personal responsibility and emphasize a healthy, safe, substance-free experience.

Advises, recommends, and reports to the Chancellor on matters pertaining to intercollegiate athletics (i.e., athletic conference membership, legislative issues, and visionary ideas based on anticipated trends and concerns). Evaluates and makes annual reports to the President.

2. Public Relations, Marketing and Fundraising 25%

Serves as the chief spokesperson for the athletics program, establishing positive rapport with the media and demonstrating an effective public presence to promote the athletics program to its fullest and garner positive exposure.

Builds teamwork, trust in and support for the athletics program through integrity of actions and good interpersonal skills.

Initiates and develops partnerships with private and public entities; develops programs to support students and the needs of the local community; and develops and coordinates various joint projects to enhance revenue and promote academics (e.g., sponsorship of UH athletic tournaments, promotions, car program, scholarships, and student support services).

Directs and oversees fundraising efforts.

Facilitates, supports, and enhances opportunities to engage in new and innovative entrepreneurship initiatives by assisting coaches, staff, and administrators in the management and development of such projects. Maintains close liaison with the department's scholarship fundraising organization.

Develops and fosters communication with student athletes, administrators, community agencies, legislators and the general public through participation in community organizations and events that address student athlete concerns, as well as encourage the overall growth of the athletics program.

Envisions programs that showcase the program nationally and internationally through television and radio contracts, and lobbies for the expansion of television coverage to other states or countries. Negotiates and executes contracts and agreements relative to broadcast rights for University athletic events. Builds a solid relationship with local and national networks.

3. Assessment and Evaluation 15%

Conducts periodic evaluations of programs, activities, procedures, and policies to ensure that the athletics program is effective, innovative, proactive, anticipatory, and responsive to the needs of the University's athletics community and the local community. Designs, develops, and implements innovative and effective student athlete recruitment and retention programs, as well as academic enrichment programs.

Provides professional development and training opportunities for staff and coaches.

Supervises, directs, and evaluates staff to ensure that the program goals and strategic missions are achieved.

4. Facilities Management 10%

Supervises the planning and implementation of the long-range development plan of athletic facilities; oversees the planning, construction, and maintenance of new facilities and the improvement and maintenance of existing facilities.

9b. List names, class titles and position numbers of all immediate subordinate positions. (Subject to change)

In accordance with the attached organizational chart,

9c. Description of the nature and extent of guidelines and direction received.

Receives very little instructions beyond general goals and objectives of the Athletics Program.

9d. Description of the nature and extent of the review of the work.

Academic (academic progress rate, graduation success rate and other measurable academic outcomes) and competitive performance of the team (winning season, standing in the Western Athletic Conference and post-season competition), community relationships and service, revenue production, and NCAA, WAC and University policies and rules compliance determines work performance.

9e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public.

Promotional, media and public relation activities are a constant and necessary part of the coach's duties - deal with general public and university campus.

11. Minimum Qualification Requirements

- Bachelor's degree in physical education, recreation, education or related field.
- Three (3) years of athletic administrative experience at the collegiate level or any equivalent combination of education and experience.
- Proven, strong administrative and interpersonal skills.
- Proven fundraising and marketing experience.
- Demonstrated commitment to gender equity and diversity.
- Demonstrated fiscal integrity and expertise.
- Demonstrated commitment to and thorough understanding of full compliance with the NCAA, conference and University rules and regulations

Desirable Qualification Requirements

- Demonstrated ability to create a climate of positive media relations.
- Proven record of successful relations within a University community and with alumni and the general public.
- Record of commitment to gender equity and diversity in athletics.
- Sensitivity and perceptiveness necessary to function successfully in a multicultural environment.
- Demonstrated success in promoting the personal development and academic achievement of student athletes, or equivalent evidence of success in promoting the personal development and achievement of associates and colleagues.
- Successful experience in managing a comparable athletics program or enterprise of equivalent or greater complexity, including long-range planning, and selection and supervision of athletic, administrative, and coaching staff, or the equivalent.
- Experience in Division I athletics.

Date of Interview: July 20, 2012

Interviewee: Carl Clapp

Fact-Finder Conducting Interview:

1. I, Carl Roger Clapp, was interviewed by _____ on July 20, at 4:00 pm.

2. The interview was conducted at the offices of _____.

3. My attorney, _____, was present at the interview.

4. _____, a partner of _____, was also present at the interview.

5. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

6. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.

7. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

8. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

9. I am employed by the University as Associate Athletics Director for Administrative Services in the Athletics Department ("Athletics"). I have been employed by the University since April 4, 2006. I have held the same position during the entire time I have been employed at the University.

10. Before my employment at the University, I was Director of Athletics at Avila College in Kansas City, Missouri from 1992 to 1995; Director of Athletics at the University of Redlands in Redlands, California from 1995 to 2000; and Athletics Director at Saint Mary's College of California in the East Bay area of California from 2000 to 2006.

11. I report directly to Jim Donovan ("Donovan"), the Athletics Director.

12. As Associate Athletics Director, I basically serve as a deputy Athletics Director. I am the acting Athletics Director in Donovan's absence. I oversee human resources, budget and fiscal matters, athletics training, and various sports.

13. Although I am part of a system that is in place to approve the use of Athletics facilities, I am not often involved in the sign off on use of Athletics facilities. Teri Chang ("Chang") is the facilities person in Athletics.

14. Part of my job responsibilities is to draft contracts or review contracts. I am not usually the authority on contract matters. I would make suggestions on contracts.

15. Richard Sheriff ("Sheriff") does not report to me. I believe he reports to Chang. I believe Chang reports to the Athletics Director, but I assist the Athletics Director, so at times I work closely with Chang.

16. The following Athletics employees report to me: Tiffany Kuraoka ("Kuraoka"), Assistant Athletics Director of Business Operations; Eric Okasaki, Head Athletic Trainer; Carmyn James, Head Coach of Track and Field; Charlie Wade, Head Coach of Men's Volleyball; Mike Trapasso, Head Coach of Baseball; Bob Coolen, Head Coach of Women's Softball; and Chandra Kinilau, my administrative assistant.

17. As Associate Athletics Director, I am a facilitator in regards to scheduling uses of the Stan Sheriff Center (the "Center"), but more in terms of internal uses. I coordinate the uses of the Center by all University sports teams. I have limited involvement with contracts with outside users of the Center.

18. I am the approving authority for disbursement of Athletics funds, meaning I am the one to say that funds are being used for a legitimate purpose for the University.

19. Athletics has multiple accounts. This is how requests to disburse funds from an Athletics account would work under normal business operations. A head coach might put in a request for funds to purchase 10 widgets, for example. Kuraoka would determine if there are funds available to fulfill the request. I would review the request to see if it is a legitimate use of funds. The request might go to the Disbursement Office. However, a whole new financial accounting system was put into place on July 1, 2012.

20. I do not sign contracts unless Donovan is out of town and he has given me authority to sign. Donovan is the signatory on contracts.

21. The NCAA requires athletics programs to maintain institutional control over fundraising. All booster clubs have to be under institutional control. The UH Foundation and Athletics have to sign off on a fundraiser. There are policies for fundraising. I cannot recall the exact steps for approval. Fundraisers could benefit the entire Athletics Department. There is a set of policies for program-specific fundraising. The policies are set up to comply with NCAA regulations.

22. I have heard of (" ") only by name. I might have heard of him over the years in conjunction with events he promoted. I have never met him. I do not know if

the University has had past dealings with . In connection with the benefit concert, the emails will show when was the first time I learned of his involvement with the concert.

23. I am familiar with (“ ”) only through reading emails. I do not know how many employees has. I have no knowledge of other events put on by . I did not do anything to investigate , and I do not know if anyone at the University did. I did not task anyone with investigating , and I do not know if anyone was tasked with investigating .

24. From the emails I have seen it appears that Richard Sheriff (“Sheriff”) and Ryan Akamine (“Akamine”) were in communication with in connection with the benefit concert.

25. I am familiar with an entity called only through reading emails. I did not do anything to investigate . I did not task anyone with investigating , and I do not know if anyone was tasked with investigating . I do not know who owns , where it is based, how many employees it has, what kind of services it provides, or whether it has a relationship with .

26. I am not familiar with an entity called (“ ”). I did not do anything to investigate . I did not task anyone with investigating , and I do not know if anyone was tasked with investigating . I do not know who owns , where it is based, how many employees it has, what kind of services it provides, whether it has a relationship with , or whether the University has used the services of before.

27. I am not familiar with an entity called , and I do not know if they were involved with the concert deal in any way.

28. I am not familiar with an entity called .

29. I was asked if I am familiar with the following people, and my answer was no: , , , , and

30. The first email I received about the concert was from Sheriff in mid to late May. Sheriff invited me to a meeting about concert seating. I was out of town and could not attend. At that time, I still was not sure if the performer was going to be .

31. When the Center was built, the City passed an ordinance prohibiting the use of the Center for outside events. Since I began working at the University, I do not remember anyone questioning a use of the Center. Sheriff turned in a Legal Services Request (“LSR”) to OGC, which I signed, to look into the use of the Center in general. I thought the request meant that the issue of the use of the Center was coming up again.

32. showed me an email I sent to Sheriff on May 24, 2012. I recognize this email. I was forwarding to Sheriff an email I received from an associate athletic

director at Georgia Tech asking about concert contracts. By this time, I had already signed the LSR. I did not connect this email to . I connected the email to the LSR.

33. I do not know if the University was contacted about the concert.

34. I am not familiar with the terms of the concert deal that were initially discussed. I did not know the terms until someone sent me an email with a version 5 of the agreement attached. Eventually, I received a final version of the agreement, which I then began to review.

35. I was not responsible for negotiating the deal points on behalf of the University. I do not know who did. Donovan sometimes does the negotiations in collaboration with Akamine. The emails should show who was involved.

36. I do not know who came up with the idea that the concert would be a benefit for Athletics. I just heard and was informed that the concert would be a benefit.

37. I believe that part of the agreement said that Athletics had to pre-sell tickets to the benefit concert. According to what Sheriff told me, Akamine might have worked with Vince Baldemor to pre-sell tickets.

38. I was not involved in the selection of the dates for the concert. I do not know who decided on the dates.

39. showed me an email dated May 31, 2012 that Sheriff sent to me. I recognize this email. I might have known about the concert before this date. Sheriff wrote the email to ask about the possibility of moving the concert from August 11 to August 18. Sheriff attached an email regarding the ticket limits that would apply to targeted groups. When I heard that there would be pre-sales of tickets for the concert, I thought maybe there would be pre-sales to University employees. I alerted Akamine to this possibility and asked if that would be an ethics problem. I probably made a phone call to Akamine to talk about this issue.

40. I was probably copied on emails regarding ticket pre-sale announcements. I was not involved in deciding when the announcements went out.

41. At some point, the tickets for the concert went on sale. I do not know who gave Walter Watanabe ("Watanabe") the go-ahead to start selling tickets. The Athletics Director could have given him direction to start ticket sales. It is hard to say that Sheriff would have given him directions to start ticket sales, but the emails should clarify things. I do remember asking Watanabe if he was ready to go with the ticket sale, i.e., if he had any "blind spots" that needed to get covered.

42. showed me a document called an "Engagement Memorandum Agreement." I have not seen this document before. I do not know if this document was ever signed by someone at the University. I remember an email from Akamine telling us not to sign any contract with the talent or the booking agent.

43. showed me a document called a "Facility Use Agreement." I have seen this document before. I signed the agreement on behalf of Donovan, who gave me authority to sign by email or telephone call and email. Donovan was out of town at the time.

44. I did not play any role in negotiating the terms of the Facility Use Agreement before it was signed. I do not know who led the negotiations over the agreement on behalf of the University. I was only copied on the emails.

45. I might have commented indirectly on drafts of the Facility Use Agreement.

46. I do not know if drafts of the Facility Services Agreement were sent to . I never sent anything to the other side. The only person I was paying attention to in regards to the agreement was Akamine.

47. When negotiating a contract, I would go to Donovan for direction as to the terms, and rely on Akamine for legal drafting and review. That does not mean that Akamine would not ask about the terms or that Donovan would not raise a legal point. For the Facility Use Agreement, I was not involved in negotiating the terms, so I did not know what role each person played. However, I know Donovan would not act unless Akamine says okay. Based on his experience as Athletics Director, Donovan has learned to never move forward without his attorney. Why should the attorney defend something he never had a chance to give input on?

48. I got a call from Kathy Cutshaw ("Cutshaw") of the Chancellor's office, who asked what was going on with the concert. I might have had a conversation with Cutshaw's office and I might have shared the Facility Use Agreement with her. On another occasion, after Cutshaw's call, I might have asked Donovan if the Chancellor was aware of the concert, and he said yes.

49. pointed out to me paragraph 10 of the Facility Use Agreement, which says that will indemnify the University against claims brought on account of non-performance of ; and will secure insurance to cover that possibility. I remember seeing that provision. We did not receive the insurance policy referenced in that provision. I did not pull the trigger on starting ticket pre-sales. Akamine might have emailed me for help in getting the insurance policy. When I got that email, I asked Sheriff what was going on. The "trains were moving" at that point. I was not otherwise tasked with getting the insurance policy. I do not know if someone was tasked with seeing that the insurance policy was procured.

50. The form of the Facility Use Agreement for the concert was unique. Akamine tends to look at each situation uniquely. The closest thing to this Facility Use Agreement that I can remember is the agreement for the Toyota event.

51. In regards to making sure that payments due from or to Athletics under a contract are paid, I rely on the assistance of Michelle Inouchi ("Inouchi"). I make sure that Inouchi gets a copy of the contract. She makes sure that payments are paid on time or that the University gets paid on time.

52. showed me an "Authorization For Payment" form for the concert. I have not seen this document before. I did not prepare this document and I do not know who

did. But that is not unusual. The form lists me as the Purchasing Officer. That is normal. It is not uncommon to have Sheriff to work with Kuraoka to fill out this form. Sheriff is listed as the Requisitioner. That probably meant he was the one driving to make payment.

53. I received various requests to get funds released for the concert. People were telling me that the concert deal will blow up if the check does not get out. Sheriff asked for my help in getting the payment for the deposit made. I told him to work with Kuraoka. Kuraoka emailed James Kashiwamura ("JR") in the Disbursement Office as a matter of protocol. As I understand it, JR is second in line to Paul Kobayashi ("Kobayashi"). JR did not respond. Next, I emailed Kobayashi. He did not respond either. Then I asked Akamine for help in getting the funds released. Akamine said he had no authority to release the \$200,000. After I asked Akamine for assistance, Akamine contacted Howard Todo ("Todo") and Paul Kobayashi to get them involved.

54. showed me an email string that starts with an email from Sheriff to Kuraoka dated June 20, 2012, which includes the June 15 email Kuraoka sent to JR and the June 18 email I sent to Kobayashi. I recognize this document. The email string accurately captures my recollection of what happened.

55. The first email in the email string, dated June 20, 2012, shows that Kuraoka asked Sheriff if there is a vendor code for . Sheriff was going straight to Kuraoka at this point. I was not involved in this exchange. I was just in the background.

56. showed me an email string that starts with an email dated June 22, 2012 from me to Kobayashi in which I ask him how Kuraoka and I can assist him so that we could have the wire transfer/check ready to go in a timely manner. I recognize this document. I do not recall having discussions with Akamine about this email. At the time I sent this email, a week had gone by and JR and Kobayashi did not respond to our previous emails. I am trying to get things done. So, I emailed Kobayashi. This might be my second email to Kobayashi.

57. showed me an email string that starts with an email dated June 22 from Inouchi to Sheriff. This email shows that Inouchi could not find a vendor code for .

58. showed me an email string that starts with an email dated June 25, 2012 from Chang to Sheriff in which she agrees to Sheriff's request to "help push Carl to get the down payment wired out ASAP!" I have not seen this email before. Chang does not report to me. I do not recall having a conversation with Chang on this. Sheriff is the one who kept pushing me for the check. He said that needs the money now.

59. I am aware of a wire transfer for \$200,000. The amount of the wire transfer was probably determined by the invoice. I raised a question to Sheriff about what is the right amount that needs to get transferred. Is it \$225,000 or \$200,000? Sheriff said \$200,000 is the correct amount because the other \$50,000 would come from the promoter. I do not know from which account funds were withdrawn for the wire transfer.

60. I would defer to Kuraoka as to whether the \$200,000 transfer fits within the categories of "disbursement," "expenditure," "unliquidated encumbrance," or "UH General Account check" in Administrative Policy A8.801(3).

61. I do not know if the \$200,000 transfer went to an escrow account. When people were screaming for the money, I was asking, "Where should I send it?" Sheriff was asking me questions like, "Can we overnight the check? Can we direct deposit the check?" I did not know the answer.

62. showed me an email string that starts with an email dated June 26, 2012 from Kobayashi to me and Kuraoka. I recognize this document.

- a. There is an email from me to Kobayashi dated June 25, 2012 (on the second page). I remember sending this email. I reached out to Kobayashi because Sheriff was directly pushing me to get the payment to . The email accurately captures my recollection of what happened.
- b. There is an email from Kobayashi to me dated June 25, 2012 (on the first page) in which he says "Sorry for the delay in responding." I remember receiving this email. Kobayashi probably sent this after Akamine directly communicated with Kobayashi and Todo.
- c. There is an email from Kobayashi to me dated June 26, 2012 (on the first page) in which he confirms that the wire transfer went out. I remember receiving this email.

63. showed me an email string that starts with an email dated June 26, 2012 from me to Kobayashi in which I say: "Mahalo!! We will find a way to make this up to you soon." I remember sending this email. All I meant to say in this email was "thank you" to Kobayashi. I was not implying anything improper. I was not thanking Kobayashi for breaking any rules.

64. I have not been tasked to find out where the \$200,000 went.

65. showed me an invoice issued by . I had not seen the document before. This document would be Kuraoka's business. The invoice probably prompted the Authorization For Payment form.

66. I first learned that the benefit concert might not go forward on Monday morning, July 9. Donovan was in the office at 9 a.m., which is unusual. I got the impression that there were meetings going on. On Tuesday, I got a phone call from my administrative assistant telling me to be at a meeting in 10 minutes. I could not get to the meeting in time. I told her to go to the meeting and tell me what happened. I later learned that Donovan and Sheriff were being put on leave and that Rockne Freitas is the interim Athletics Director.

67. I do not know if anyone from the University is still in communication with

68. I did not stand to receive any benefit from the concert going forward. I could not even attend the concert—the date conflicted with another appointment.

69. I do not know if anyone at the University stood to benefit personally from the concert going forward.

70. I do not have any further relevant information to add at this point.
The foregoing is a true and accurate summary of my statement to the fact finder.

Name

Date

CARL CLAPP
89244

ASSOCIATE ATHLETICS DIRECTOR

The Associate Athletic Director is the deputy to the Athletic Director and assists in the total operation of the Athletic Department – its programs, personnel, budget and finance, facilities, student affairs, publicity and public relations.

- 45% 1. Assumes the duties, responsibilities and authority of the Athletic Director for the operations and administration of the Department and all its programs in the absence of the Director.
- 2. Reviews for the Athletic Director all athletic program administrative matters, e.g. contracts and grants, sport guarantees, etc.
- 20% 3. Monitors the administration of the department's personnel and fiscal operations insuring conformity to State, University and departmental policies, procedures and practices in consonance with departmental goals and objectives.
- 15% 4. Assist the Athletic Director with the management of post season competition and/or pre season contests for all teams.
- 10% 5. Assist the Athletic Director in the supervision of all departmental staff and program operations in the long range planning of departmental goals and objectives.
- 10% 6. Serves as the Department's representative to the Hawaii Congressional delegation, the State Legislature, Aloha Stadium and other state and county facilities.

ASSOCIATE ATHLETICS DIRECTOR (CONTINUED)

9.b. List names, class titles and position numbers of all immediate subordinate positions.

Vacant, Assistant Athletic Director for Administration, #89300
Teri Chang, Assistant Athletic Director for Facilities & Events, #77258
Vacant, Assistant Athletic Director for Student Services, #89286
Jeannie Lee, Public Information Off, #81497
Vacant, Public Information Off, #81993

9.c. Description of the nature and extent of guidance and direction received.

Receives broad administrative directions regarding the goals and tasks of the Athletic Programs and performs accordingly.

9.d. Description of the nature and extent of the check and review of work.

Receives annual review for program and goal attainment.

9.e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public.

Contact with a wide range of individuals and organizations, including other collegiate units; university administrators; student-athletes; media; state, federal, and community agencies; business executives; and the general public.

MINIMUM QUALIFICATION REQUIREMENTS:

1. Bachelor's degree from an accredited institution
2. Three (3) years of athletic administrative experience at the collegiate level, or equivalent.
3. Proven, strong administrative and interpersonal skills.
4. Proven fundraising and marketing experience.
5. Demonstrated commitment to gender equity and diversity
6. Demonstrated fiscal integrity and expertise.
7. Demonstrated commitment to and thorough understanding of full compliance with the NCAA, conference and University rules and regulations.
8. Experience in Division I athletics or equivalent.

DESIRABLE QUALIFICATIONS:

1. Master's degree from an accredited institution.
2. Demonstrated ability to create a climate of positive media relations.
3. Proven record of successful relations within a University community and with alumni and the general public.
4. Record of commitment to gender equity and diversity in athletics.
5. Sensitivity and perceptiveness necessary to function successfully in a multicultural environment.
6. Demonstrated success in promoting the personal development and academic achievement of student-athletes, or equivalent evidence of success in promoting the personal development and achievement of associates and colleagues.
7. Successful experience in managing a comparable athletics program or enterprise of equivalent or greater complexity, including long-range planning, and selection and supervision of athletic, administrative and coaching staff or the equivalent.

Date of Interview: July 23, 2012
Interviewee: John McNamara
Fact-Finder Conducting Interview:

1. I, John Patrick McNamara, was interviewed by _____ on Monday, July 23, 2012.
2. The interview was conducted at a conference room on the second floor of Bachman Hall at the University of Hawaii.
3. _____ an associate of _____, was present at the interview.
4. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.
5. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.
6. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.
7. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.
8. I am the Associate Athletic Director for External Affairs. I have been employed by the University since January 2004, and have held this position since then.
9. I report to the Athletic Director, who is Jim Donovan ("Donovan"). Herman Frazier was the Athletic Director prior to Donovan.
10. As the Associate Athletic Director for External Affairs I manage marketing and media relations, the corporate partner program, TV/radio/print advertising campaigns for the season, individual games and various departmental events.
11. My job responsibilities do not include the approval of the use of the University's facilities or approval of terms of facility use contracts.

12. The following people report to me: (1) Media Relations Director, Derek Inouchi ("Inouchi"), (2) Marketing Manager, Aaron Mandich, and (3) Corporate Relations Manager, Brent Inouye ("Inouye").

13. As Associate Athletic Director for External Affairs, I do not get involved with decisions relating to the use of the Center.

14. I believe that the responsibility for approving uses of the Center rest with the Athletic Director.

15. I have never gotten involved in the process for the dispersal of Athletic Department funds. I am responsible only for generating funds.

16. As Associate Athletic Director of External Affairs, I do not sign contracts with third party vendors. All contracts go to the Athletic Director, including all corporate partner agreements. I oversee the corporate partner programs and I present contracts to the Athletic Director for review and signature.

17. I was told that all agreements are to be signed by the Athletic Director, I do not know if there is a policy that says this, but I was told that this is how it is done.

18. If a corporate partner requests that the University General Counsel be involved, then I would ask the General Counsel's office to review the contract. I would ask the General Counsel's office to review the contract if it contains terms that are outside of pre-approved terms typically contained in contracts with corporate partners.

19. All department fundraising goes through Koa Anuenue with the UH Foundation.

20. Koa Anuenue assists department groups with fundraising activities.

21. I have now heard of (" ").

22. Prior to the University's discussions with for the Benefit Concert, I never heard of or (" ").

23. I learned that was 's company when I saw it listed in a concert advertisement.

24. I met , one time at a meeting. The meeting lasted about 15 or 20 minutes.

25. I do not know the number of employees.

26. I am not familiar with other events promoted by .

27. I did not do anything to investigate .

28. I do not know if anyone at the University did anything to investigate .

29. I did not task anyone to investigate because it is not in my purview to do that.

30. I do not know if anyone was tasked with investigating .

31. It was my understanding that was in contact with Richard Sheriff ("Sheriff").

32. It was my understanding that Sheriff had meetings with .

33. It was my understanding that Sheriff was the point for the operational aspects of this concert.

34. There was a meeting on May 18, 2012, where we met . I do not recall if any attorney or general counsel was present.

35. I am not familiar with (" ").

36. I did not do anything to investigate .

37. To my knowledge no one at the University did anything to investigate .

38. I did not task anyone to investigate .

39. I do not know who is. I have never spoken or emailed . I do not know if anyone at the University has spoken to .

40. I do not know anything about the relationship between and .

41. I am not familiar with (" ").

42. I did not do anything to investigate .

43. To my knowledge no one at the University did anything to investigate .

44. I did not task anyone to investigate .

45. I do not know if knows .

46. I do not know who is.

47. I do not know who is.

48. I do not know who is.

49. It was my understanding that the University became involved in the concert because approached Sheriff with the opportunity. Sheriff told me prior to May 18, 2012, that there was a possibility that we could get to do a concert.

50. I am not familiar with the terms of the concert deal. I was not involved in the negotiation of the contract.

51. I do not know who on the University side was responsible for negotiating the deal points.

52. I do not know the structure of the deal for the concert.

53. I am not familiar with

54. I do not know who is.

55. I do not know whose idea it was to make the concert a benefit concert for the Athletic Department.

56. To my knowledge, prior to July 10, 2012, no one raised the question as to why would agree to do a benefit concert for the Athletic Department.

57. As is common practice for major events, I was one of several people who were asked to do presale ticket sales to the corporate partners, season ticket holders, and Koa Anuenue members.

58. The meeting on May 18, 2012, was informational only.

59. asked if was knowledgeable about 's representation and management. I responded that I got a sense that was a good friend of

60. I did not hear of (" ") until after the concert fell apart.

61. I do not know who decided the dates of the concert.

62. I was not aware that the concert date had changed. I was aware of only the August 18, 2012, date.

63. I was involved in the announcement of the concert to the corporate partners. Separate announcements were sent to the booster club members and season ticket holders. Watanabe is in charge of the season ticket holders group and he sent the announcement to them. Baldemor sent the announcement to the Koa Anuenue members at the same time I sent my announcement to the corporate partners. These announcements were done via email. Inouye sent out the emails to the corporate partners for me.

64. Sheriff informed us when to send out the announcements.

65. It was my understanding that we were to deal with Sheriff.

66. Initially the email to the corporate partners announced the concert and asked for a number of tickets each partner wanted to reserve. After we received the reservation numbers we

determined that the numbers were within our presale allotment. We sent out the order and payment form requesting credit card information. We received the order forms and sent them to the ticket office for processing.

67. Sheriff informed me that the presale order forms needed to be returned by a certain date.

68. Sheriff provided the deadline.

69. showed me a copy of a document called Engagement Memorandum Agreement. I have never seen this document before the date I was interviewed by . I have not seen a signed copy of this document.

70. showed me a copy of a document called Facilities Services Agreement. I have never seen this document before today. I did not negotiate any terms of this agreement. I do not know who negotiated the terms of this agreement.

71. showed me that in paragraph 10 of the Facilities Services Agreement it states that will indemnify the University and will secure non-performance insurance. I do not know anything about the insurance or the insurance requirement. I do not know if the insurance was ever procured.

72. I was not involved in the \$200,000 wire transfer payment. I was not aware of any payment until I read about it in the newspaper.

73. Sheriff told me that ticket sales money would be used to make a pre-payment for a deposit. This was why we had deadlines.

74. To my knowledge, I do not know if the use of the Center is a proper use under applicable University policies.

75. I first learned that the Benefit Concert might not go forward when called me and said that has no knowledge of this concert and he said it was not going forward. I told that I was not the person to speak to. I gave 's and 's phone numbers. After I got off the phone with I met with Donovan.

76. I was not involved in the process of tracking down the \$200,000.

77. I sent notices to the corporate partners that all charges for tickets would be refunded to them.

78. I do not know who is. I have never spoken to him.

79. showed me an email sent on June 22, 2012, from Sheriff to Clapp, where Tiffany Kuraoka ("Kuraoka"), Inouchi, Chang, Baldemor, Watanabe and I were cc'd. Exhibit A. Sheriff reported to Clapp that we reserved \$108,932 worth of tickets and that he is confident that we will be close to our \$200,000 mark in a couple of days. In the email Sheriff

stated that he wanted to make sure that we have everything in place to either wire transfer or have a check cut to overnight mail to the Escrow Account. I was cc'd as an FYI.

80. showed me an email from Sheriff to sent on May 30, 2012. Exhibit B. This email is the information on persons who attended the meeting on May 18, 2012, as well as certain other persons not at the meeting.

81. showed me an email from me to Sheriff sent on May 15, 2012, where I confirmed that I would be available on May 18, 2012 for a meeting. Exhibit C.

82. showed me an email string with emails from Sheriff to Clapp, Baldemor, Watanabe, Chang, Lee and me sent on May 31, 2012, regarding a change in date for the concert. Exhibit D. I do not remember being concerned about a date change because August 11, 2012, was never a confirmed date. On May 30, 2012, Sheriff sent an email regarding the ticket limits for each group. I do not recall seeing that email. Sheriff told me what the corporate partners were getting for ticket limits.

83. showed me an email from Sheriff to Clapp, Baldemor, Watanabe, Chang, Jeannie Lee ("Lee") and me on June 10, 2012, regarding an update. Exhibit E. Sheriff asked for the number of people we plan on targeting for presale tickets. I verbally responded to Sheriff that there are 68 corporate partners.

84. showed me an email sent by me on June 14, 2012, to Sheriff regarding a second draft of the email notice to the corporate partners. Exhibit F. I sent this draft email to Sheriff and cc'd others for their review. I was concerned about the numbers for the corporate partners because the corporate partner group had a limited number of presale tickets.

85. showed me an email from Sheriff to me on June 14, 2012. Exhibit G. The draft email to the corporate partners was revised. I deleted the language about the meet and greet with . I also deleted the reference to payment. I decided to not send a payment form initially because it would be easier to tell people we cannot get them all the tickets instead of having to do refunds. I dealt with Rich only and I was tasked with taking care of corporate partners and publicity.

86. showed me an email from Sheriff to sent on July 9, 2012. Exhibit H. in the email Sheriff stated that I am handling all of the promotion for the concert. This is not correct. was also handling all publicity materials. I served as the University liaison.

87. showed me an email string with emails from Watanabe and Sheriff on June 21, 2012. Exhibit I. In the email from Watanabe to me and others, Watanabe was sending out a draft pacmail email. Pacmail emails are the method of communication to all season ticket holders. It is like an email blast. I was concerned that was planning to spend cash on advertising. This is a fundraiser. We should ask the media partners to assist instead of us spending cash to media outlets that are not our media partners. I wanted to ask the media partners to promote the concert in exchange for tickets.

88. showed me an email from me to Inouchi in July 2, 2012. Exhibit J. This is an accurate copy of an email I sent. I forwarded the press release to Inouchi to ensure that he posted the correct press release on our website.

89. showed me an email string between me and Sheriff on June 20, 2012. Exhibit K. This is an accurate email. In the email I tell Sheriff to have call me, but never called me. called me.

90. showed me an email string between Paul Kobayashi, Kuraoka, Inouchi, Sheriff and Watanabe on June 22 and 25, 2012. Exhibit L. I understood that we needed to hit \$200,000 in presale tickets because that was the minimum payment needed.

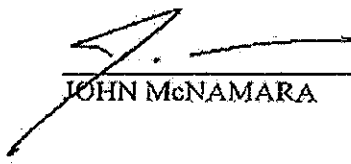
91. I was not involved in looking at how the revenues would be split between the University and

92. I would not have received any benefit from the concert going forward.

93. I am not aware of anyone who would personally benefit from this concert going forward.

94. asked if there was anything else I would like to add and I did not have anything to add at the conclusion of the interview.

The foregoing is a true and accurate summary of my statement to the fact-finder.

 <hr/> JOHN McNAMARA	8/16/12 <hr/> Date
--	-----------------------



**Payment to for Benefit
Concert**

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Friday, June 22, 2012 10:47 AM

To: Carl Clapp [cclapp@hawaii.edu]

Cc: Tiffany K Kuraoka [tkuraoka@hawaii.edu]; Michele Inouchi [mkaminag@hawaii.edu]; Teri Chang [teric@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Baldemor, Vince [vince@kooanuenue.org]; Walter Watanabe [wtwatana@hawaii.edu]

Carl

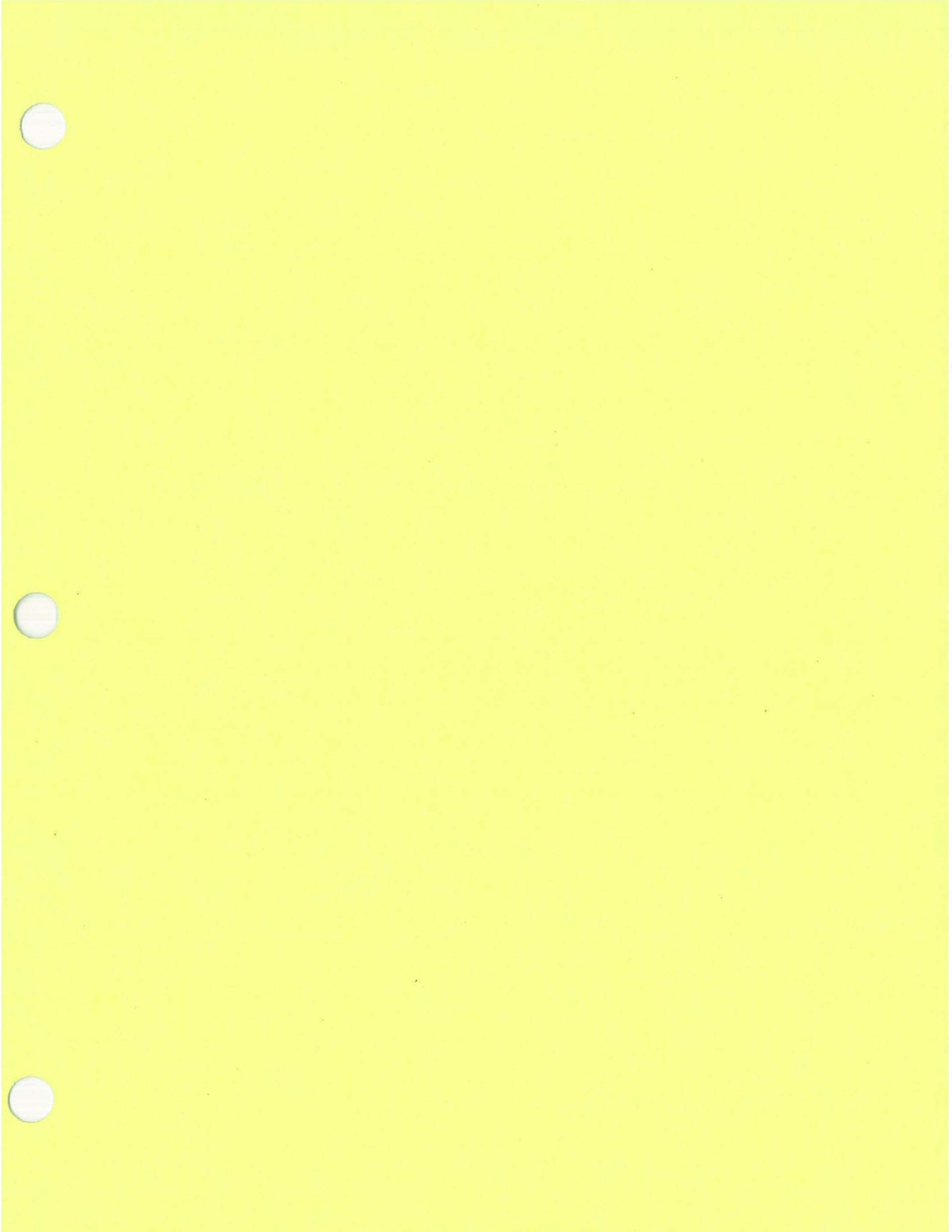
Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everthing in place to either wire transfer or have a check cut to overnight mail to the Ercow Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Re: (no subject)

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Wednesday, May 30, 2012 11:38 AM

To:

All most everyone was at that meeting. Listed below are the groups that we have targeted.

Boosters - Vince Baldemor - AKA President -
vincentb@hawaii.edu
(808)956-4319

Corporate Sponsors / HMail Club - John McNamara- Assoc. AD
External Affairs

"John McNamara"
<johnpm@hawaii.edu>
(808)956-9201

Season Ticket Holders/UH Athletic Department Staff
- Walter Watanabe - Ticket Manager
"Walter Watanabe" <wtwatana@hawaii.edu>
(808)956-4483

AD's Cabinet - Jeannie Lee
"Jeannie Lee" <ljeannie@hawaii.edu>
(808)956-4495

UH Letterwinners Club - Chandra "Chacha" Kinilau
kinilau@hawaii.edu
(808)956-6523

Are you going to produce an electronic flyer for us to send out to these

groups?
Let me know if you need anything else.

Rich

On Wed, May 30, 2012 at 11:09 AM, <_____>
wrote:

Rich ...

It's time to start a dialogue with the Booster / Alumni groups ...

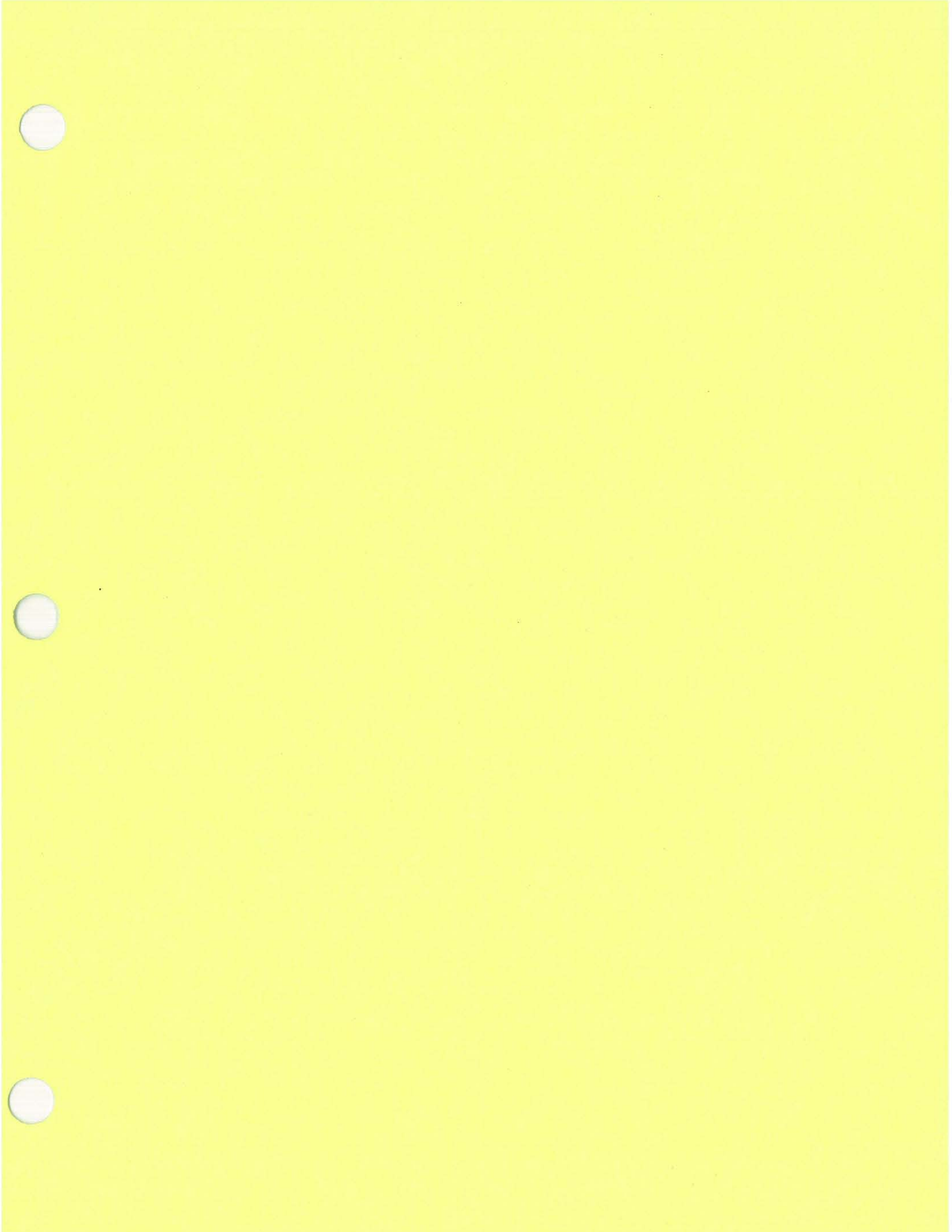
Could you give me a list of people we should work with ...

Names / phone numbers / email addresses and perhaps an Introduction

Thank you

=====
I need to go over our "holds" with the seating charts

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



RE: Benefit Concert Presale Meeting

John McNamara [johnpm@hawaii.edu]

Sent: Tuesday, May 15, 2012 11:37 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

May 18 is best for me.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Tuesday, May 15, 2012 11:22 AM

To: Carl Clapp; vincentb@hawaii.edu; Walter Watanabe; John McNamara; Teri Chang

Subject: Benefit Concert Presale Meeting

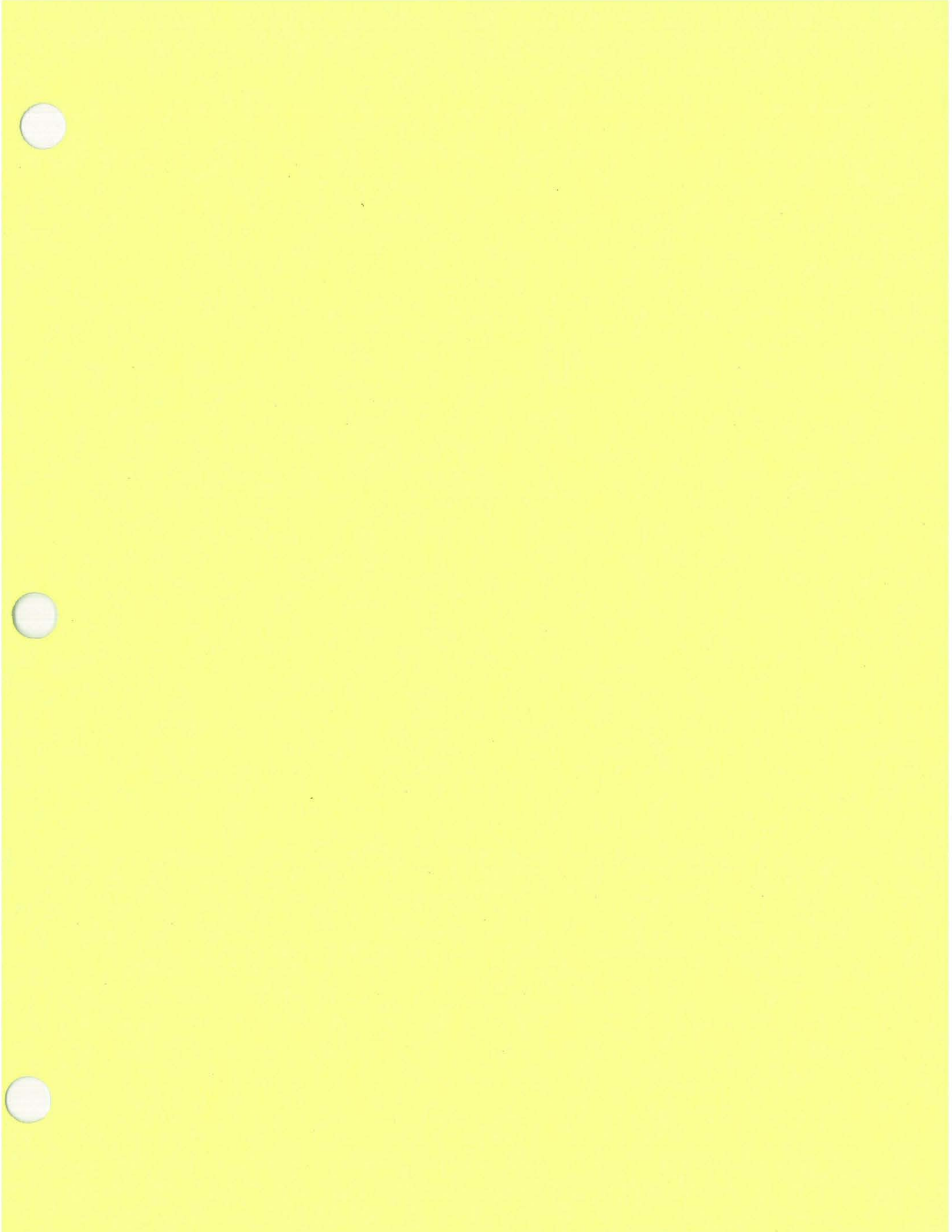
Please let me know your availability on Friday May 18th or Monday May 23 for a meeting regarding presale of tickets for a UH Athletic Department Benefit Concert.

Thanks,

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, May 31, 2012 5:34 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

- AKA Members
- Corporate Partners
- AD's Cabinet
- All Booster Clubs
- Season Ticket Holders
- H-Mail Members
- UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

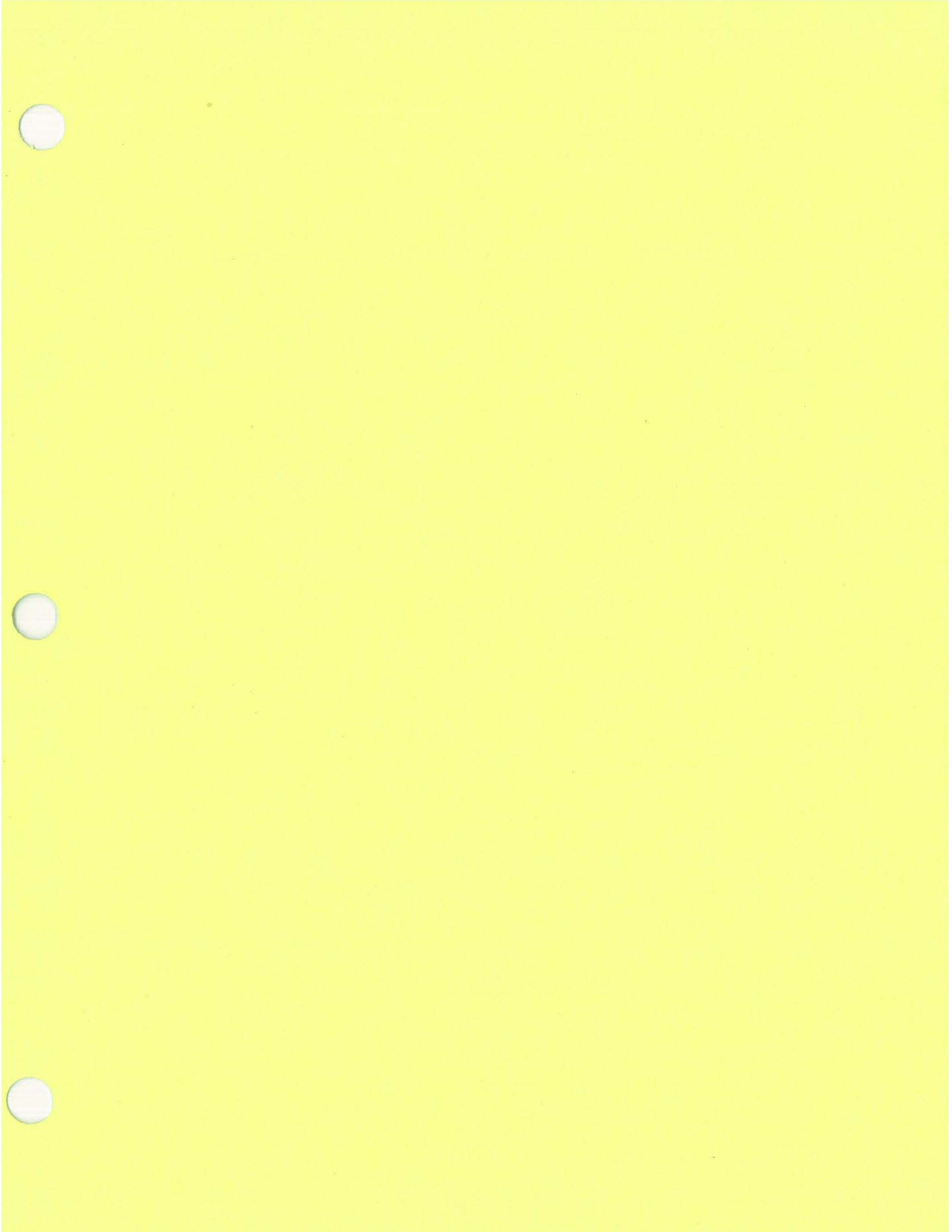
Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Sunday, June 10, 2012 3:46 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [terfc@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]

Here is the update!

We are very close to finishing the Benefit Concert contract. I would like to meet this week Tuesday or Wednesday regarding pre-sale tickets to all of our groups that support UH Athletics.

The concert is scheduled for Saturday August 18th. We are holding both Friday August 17th and Sunday August 19th as possible second show dates.

I would like to firm up our pre-sale plan.

() is producing an email flyer for UH to send out to our target groups. I would like us to send this flyer out this Friday or Saturday and start taking ticket reservations on Monday June 18th.

has asked me to let him know how many people we plan on targeting for the pre-sale. Can everyone send me the total numbers of members of the target groups (AKA, Corporate Partners, Booster Clubs Members, Season Ticket holders, UH Staff Members and H-Mail members). If I have forgotten anybody please include the in your response.

Can you let me know your availability for a meeting on Tuesday June 12th or Wednesday June 13th.

Thanks,

Rich

On Thu, May 31, 2012 at 5:34 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

AKA Members
Corporate Partners
AD's Cabinet
All Booster Clubs
Season Ticket Holders
H-Mail Members
UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Second Draft: Special Benefit for UH Corporate Partners

John McNamara [johnpm@hawaii.edu]

Sent: Thursday, June 14, 2012 4:44 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Walter Watanabe [wtwatana@hawaii.edu]; Baldemor, Vince [vince@koaanuenue.org]; Carol Gouveia [cgouveia@hawaii.edu]; Brent Inouye [bkinouye@hawaii.edu]; Aaron Mandich [mandich@hawaii.edu]; Cory Enriques [corye@hawaii.edu]

Please proof the "second draft" e-mail below to the UH Corporate Partners and contact me with any revisions.

Mahalo,

John

UH Corporate Partners,

We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on **Saturday, August 18**, in a special concert that will serve as a fundraiser for the UH Athletics Department (*see attached flyer*). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats.

There are five different ticket prices (*see attached arena schematic*):

- \$250 (*includes a meet-and-greet reception with _____ in the Ed Wong Lounge with food and beverages provided*)
- \$125
- \$99
- \$85
- \$70

Based on your UH Corporate Partner level, you will be able to secure the following maximum number of tickets:

- Diamond 40

- Platinum 32
- Koa 24
- Kaimana 16
- Kula 12
- Makana 10
- Ohana 10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corporatepartnerprogram

We will need to receive a **firm** ticket number from you by **Wednesday, June 27**.

Please contact **Cory Enriques**, UH marketing assistant, at **956-9201** or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show,

John, Brent, Aaron, & Cory



Re: Special Benefit for UH Corporate Partners

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 14, 2012 4:31 PM
To: John McNamara [johnpm@hawaii.edu]
Cc: Walter Watanabe [wtwatana@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Carol Gouveia [cgouveia@hawaii.edu]; Baldemor, Vince [vince@koaanuenue.org]
Attachments: AHAHUI KOA ANUENUE members.doc (21 KB)

John,

Take a look at the AKA announcement, I think we should add some language in yours announcement about the Meet & Greet reception for the \$250 tickets.

Rich

On Thu, Jun 14, 2012 at 4:15 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

John,

If ever group buys the maximum what would be the total number of seats we are talking about?

R

On Thu, Jun 14, 2012 at 4:00 PM, John McNamara
<johnpm@hawaii.edu> wrote:

Looks good to me.

Is the arena seating schematic available?

Also, are you okay with the maximum ticket numbers in the e-mail below to the Corporate Partners?

Thanks,

John

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, June 14, 2012 3:57 PM
To: John McNamara
Cc: Walter Watanabe; Baldemor, Vince; Brent Inouye; Aaron Mandich; Cory Enriques
Subject: Re: Special Benefit for UH Corporate Partners

John,

Can you review the event flyer and let me know what kind of changes you might want.

Rich

On Thu, Jun 14, 2012 at 2:15 PM, John McNamara <johnpm@hawaii.edu> wrote:

Please proof the "draft" e-mail below to the UH Corporate Partners and contact me with any revisions.

I have not yet received the attachments but they will be included in the e-mail blast to the Corporate Partners tomorrow.

Mahalo,

John

UH Corporate Partners,

We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on **Saturday, August 18**, in a special concert that will serve as a fundraiser for the UH Athletics Department (**see attached flyer**). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats.

There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (**see attached arena schematic**).

Based on your UH Corporate Partner level, you will be able to secure the following **maximum** number of tickets:

Diamond	40
Platinum	32
Koa	24
Kaimana	16
Kula	12
Makana	10

Ohana

10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

[http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?
tab=corporatepartnerprogram](http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corporatepartnerprogram)

We will need to receive a **firm** ticket number from you by **Wednesday, June 27**. After that date, you will be contacted about payment.

Please contact **Cory Enriques**, UH marketing assistant, at 956-9201 or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show,

John, Brent, Aaron, & Cory

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff

Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

AHAHUI KOA ANUENUE members,

We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the **Stan Sheriff Center** on **Saturday Evening, August 18, 2012** in a special concert that will serve as a benefit for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for AKA Members, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats. There are five different ticket prices, including;
\$250 includes a meet and greet reception with _____ in the Ed Wong Oceanic Business Class Lounge with food and beverages provided, \$125, \$99, \$85, & \$70 (see attached arena schematic).

We will start taking presale ticket reservation Monday June 17 on a first come first served basis. We will need to receive a firm ticket number from you by Wednesday, June 27 in order to prepare for the public sale.

Please contact return the attached order form or contact Carol Gouveia, AKA, at 956-6500 or XXXXXX@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, Vince, Carol, David, Kelvin & Wayne



Re:

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, July 09, 2012 12:17 PM

To:

Cc: Baldemor, Vince [vince@koaavenue.org]

John McNamara is handling all of the promotion for the concert.

Please contact him to get an update.

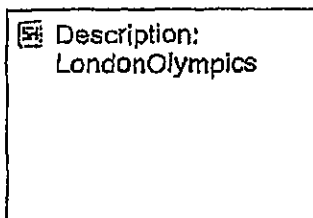
Rich

On Mon, Jul 9, 2012 at 10:02 AM,

wrote:

talked to : here () and wants to supplement some advertising with us...

He first wanted to know what you folks are doing to promote. jmk



Go Green! Print this email only when necessary. Thank you for helping

be environmentally

EXHIBIT H

University-278

responsible.

This E-mail and any of its attachments may contain proprietary information, which is privileged, confidential, or subject to copyright belonging to . This E-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this E-mail, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this E-mail is strictly prohibited and may be unlawful. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and any printout.

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Fwd: PROOF: Your Priority Offer for

Walter Watanabe [wtwatana@hawaii.edu]

Sent: Thursday, June 21, 2012 9:01 PM

To: John McNamara [johnpm@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; Richard Sheriff [rsheriff@hawaii.edu]; Teri J Chang [teric@hawaii.edu]; Baldemor, Vince [vince@koaaavenue.org]

Cc: Kelsy Yoshimura [kelsyy@hawaii.edu]; Troy Yamamoto [troyy@hawaii.edu]

This pacmail email will be going out to all season ticket holders tomorrow morning. Let me know if you see anything major, if not it's going.

Thanks,
Walter

----- Forwarded message -----

From: University of Hawaii <reply-85@pacmail.em.marketinghq.net>

Date: Thu, Jun 21, 2012 at 2:16 PM

Subject: PROOF: Your Priority Offer for

To: wtwatana@hawaii.edu

Use this link to view a web version of this email



SAT. AUGUST 18 8PM
Stan Sheriff Center
A Benefit Concert for UH Athletics

Support our teams and experience the excitement of a rare performance in Hawaii by this legendary performer!

As a special thank you for your support, UH Athletics is pleased to offer you, our most valued **season ticket holders**, the opportunity to reserve the **best seats available** for this concert in advance of opening ticket sales to the general public. **Tickets are limited to 8 tickets per season ticket holder.**

Get first access to this event using a **Unique Promo Code**. Your Unique Promo Code provided below is a single-use password and may only be used on one pre-sale order. It will become invalid after the order is processed, and will no longer be able to be used for this pre-sale. **To order online, click the button below and enter your unique password into the Promotion Code box.**

:09F2DAC1

Pre-sale starts at 9:00 am Saturday

Pre-sale to season ticket holders begins on Saturday, June 23 at 9:00 am and must be purchased by Tuesday, June 26 at 5:00 pm.

We hope that offering you this opportunity to experience [redacted] up-front and in person demonstrates our sincere appreciation of your support. A sincere mahalo for all you do for our program!

Copyright 2012, University of Hawaii Manoa. The team names, logos and uniform designs are registered trademarks of the teams indicated. No logos, photographs or graphics in this email may be reproduced without written permission. All rights reserved.

Office of Intercollegiate Athletics - 1337 Lower Campus Road - Honolulu, HI 96822-2370

To deactivate your account, use either the mailing address above or the link below.

[Modify your profile or unsubscribe](#)



FW: Press Release Final

John McNamara [johnpm@hawaii.edu]

Sent: Monday, July 02, 2012 4:42 PM

To: Derek Inouchi [inouchi@hawaii.edu]

Cc: Richard Sheriff [rsheriff@hawaii.edu]; Walter Watanabe [wtwatana@hawaii.edu]

Derek,

Below is the revised press release I received back from _____, _____'s marketing manager. Please use this version.

Rich & Walter, please review and provide Derek any further revisions.

Mahaio,

John

From:

Sent: Monday, July 02, 2012 4:22 PM

To: John McNamara

Subject: Press Release Final

To Play Benefit Concert For UH Athletics

HONOLULU – University of Hawai'i supporters will have a unique opportunity to help the Athletics Department and experience the excitement of a rare Hawai'i performance by the legendary _____ when he performs on Saturday, Aug. 18 at the Stan Sheriff Center.

Tickets go on sale Friday, July 6, at 9:00 a.m. and can be purchased online (www.etickethawaii.com) or by calling 944-2697. Ticket prices range from \$70-\$125. Proceeds from this concert will benefit the UH Athletics Department, and it is produced in association with _____

One of the most celebrated and loved figures in music, _____ has garnered 25 Grammy Awards, charted 32 Number One singles, and sold over 100 million units worldwide. He has received the Lifetime Grammy Achievement Award, and in May was given the Billboard Icon Award.

Despite all of the acclaim, he remains an earnest, engaging and thrilling entertainer, as seen in his triumphant performance in England for the Queen's Diamond Jubilee. Although decorum prevented her from dancing and singing along, Hawai'i fans will have no such reservations.

_____ was born _____, in Saginaw, Michigan as _____. His mom moved the family to Detroit, where he began singing in the choir. By the age of nine, he was a recognized child prodigy who played keyboards, drums and harmonica. He was signed by _____ to _____, and was the youngest performer to achieve a No. 1 record at the age of 13: "Fingertips, Part 2".

His infectious spirit and joy has permeated all of his recordings, with highlights including For Once In My Life, Talking Book, Innervisions, and Songs in the Key of life.

is also a champion of humanitarian efforts, with awards from the President's Committee on Employment of Handicapped People, Mothers Against Drunk Driving, the Children's Diabetes Foundation and the American Association of People with Disabilities.

-UH-

Derek Inouchi
Media Relations Director
University of Hawai'i at Mānoa Sports Media Relations
1337 Lower Campus Road
Honolulu, HI 96822
Phone: (808) 956-4478
Cell: (808) 954-0234

Like us on Facebook: www.facebook.com/HawaiiAthletics
Follow us on Twitter: www.twitter.com/HawaiiAthletics



RE: Media exposer for Public Sale

John McNamara [johnpm@hawaii.edu]

Sent: Wednesday, June 20, 2012 9:45 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Sounds good

Just have call me.

John

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, June 20, 2012 9:40 AM

To: John McNamara

Subject: Media exposer for Public Sale

John,

I am going to have contact you for setting up our media blast for the public sale of the Benefit Concert. We have talked about using some of our print, TV and radio trade to get the word out when we launch the Public Sale. Also any contacts you have for getting the best deals we can in order to keep the media cost at a minimum would be great. Brent has said that the Star Advertiser has contacted him about getting involved and has expressed interest as well.

We obviously can not announce anything until we have made the down payment to people. Let me know if you have any questions.

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



**RE: Payment to for
Benefit Concert**

Paul Kobayashi [pyk@hawaii.edu]

Sent: Monday, June 25, 2012 12:51 PM

To: Carl Clapp [cclapp@hawaii.edu]

Cc: Tiffany Kuraoka [tkuraoka@hawaii.edu]; Michele Inouchi [mkaminag@hawaii.edu]; Richard Sheriff [rsheriff@hawaii.edu]; Walter Watanabe [wtwatana@hawaii.edu]

Aloha Carl,
Sorry for the delay in responding. We are five days away from fiscal year-end and the start of the new Kualii Financial System so it has gotten quite hectic with a lot of non-routine issues occurring - all at the same time. I wanted to confirm I received your request. Spoke with Tiffany today and we think we have a plan of action to get this done and to expedite. We will keep you posted.
Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Carl Clapp [mailto:cclapp@hawaii.edu]
Sent: Monday, June 25, 2012 8:54 AM
To: Paul Kobayashi
Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe
Subject: Re: Payment to for Benefit Concert

Paul,

Good morning!

We have reached the point where the transfer/check is needed today. Tiffany is working with our Ticket Office to identify the account that the money is deposited into. How can all of us work together to accomplish this? This is an extraordinary opportunity for the Athletics Department to make a significant amount of money. I anticipate, if this opportunity is successful, that the Athletics Department will maximize the use of Stan Sheriff Center by occasionally allowing outside groups to use the facilities when it "benefits" UHM.

Thank you for your follow up with this and all of us are available to assist you.

Carl

On Fri, Jun 22, 2012 at 11:57 AM, Carl Clapp <cclapp@hawaii.edu> wrote:
Paul,

How can Tiffany and I assist you so that we can have this wire transfer/check ready to go in a timely manner?

We are facilitating the promoter with this concert that will benefit UHM Athletics and we have the opportunity to receive a significant amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: Richard Sheriff <rsheriff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to _____ for _____ Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@koaanuenue.org>, Walter Watanabe <wtwatana@hawaii.edu>

Carl

Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everthing in place to either wire transfer or have a check cut to overnight mail to the _____ Ercow Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

--
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JOHN McNAMEE

ASSOCIATE ATHLETICS DIRECTOR FOR EXTERNAL AFFAIRS

Under the direction of the Athletics Director, the Associate Athletic Director for External Affairs exercise management for corporate sales, marketing and promotions.

- 30% 1. Solicits, negotiates contracts, coordinates and maintains corporate sponsorship for the department including signage of all major venues.
- 20% 2. Provides managerial supervision for marketing, promotions and how they integrate with media relations.
- 10% 3. Provide oversight for television and radio contracts and negotiations.
- 10% 4. Coordinate and maintain courtesy car program including solicitation, maintenance and further development of dealer relationships.
- 5. Develops and coordinates intercollegiate athletic department's licensing program including the UH Athletics "H" logo.
- 6. Serves as liaison to evaluate the merchandising program for the department. Annually evaluate program and develop new strategies as appropriate.
- 10% 7. Monitors the sales of tickets and their relationship to the marketing program.
- 15% 8. Promotes the integration of the Intercollegiate Athletics Department with the university community to optimize internal and external relationships and cooperation.
- 9. Coordinates Speakers' Bureau, including advertising and expanding program in local and state community and maintenance of records on public appearances of department staff and student-athletes..
- 10. Responsible for complying with the rules and regulations of the NCAA as related to this job.
- 11. Provides leadership and direction to the Athletic Business Manager, Sports Information Director and Promotions/Marketing Director.
- 5% 12. Other duties as directed by the Athletics Director.

ASSOCIATE ATHLETICS DIRECTOR (CONTINUED)

9.b. List names, class titles and position numbers of all immediate subordinate positions.

Public Information Officer, #89300
Marketing Officer, #81935
Sports Information Officer, #81484
Administrative Officer, #80014

9.c. Description of the nature and extent of guidance and direction received.

Receives broad administrative directions regarding the goals and tasks of the Athletic Programs and performs accordingly.

9.d. Description of the nature and extent of the check and review of work.

Receives annual review for program and goal attainment.

9.e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public.

Contact with a wide range of individuals and organizations, including other collegiate units; university administrators; student-athletes; media; state, federal, and community agencies; business executives; and the general public.

MINIMUM QUALIFICATION REQUIREMENTS:

1. ~~Bachelor's of science or bachelor's of arts~~ ^{Baccalaureate} degree from an accredited institution
2. ~~Three (5)~~ ^{Five} years of athletic marketing administrative experience at the collegiate level, or equivalent.
3. Proven, strong administrative and interpersonal skills. ↑
Division I
4. Proven fundraising and marketing experience.
5. Demonstrated commitment to gender equity and diversity.
6. Demonstrated fiscal integrity and expertise.
7. Knowledge of solicitation principles and practices.
8. Knowledge of laws, regulations and University administrative policies and procedures which relate to contract negotiation and bidding process.
9. Skill in contract negotiation.
10. Skill in supervising subordinate personnel.
11. Knowledge of management principles and practices.
12. Excellent communication skills.
13. Demonstrated commitment to and thorough understanding of full compliance with the NCAA, conference and University rules and regulations.
14. Experience in Division I athletics.

DESIRABLE QUALIFICATIONS:

1. Master's degree from an accredited institution.
2. Proven record of successful relations within a University community and with alumni and the general public.
3. Record of commitment to gender equity and diversity in athletics.
4. Sensitivity and perceptiveness necessary to function successfully in a multicultural environment.
5. Successful experience in managing a comparable athletics program or enterprise of equivalent or greater complexity, including long-range planning, and selection and supervision of athletic, administrative and coaching staff or the equivalent.

Date of Interview: July 26, 2012, 3:30 p.m.

Interviewee: Teri Wilhelm Chang

Fact-Finder Conducting Interview:

1. I, Teri Jean ^{Taeko} Wilhelm Chang, was interviewed by _____ on July 26, 2012, beginning at 3:30 p.m.

2. The interview was conducted at Bachman Hall at the University of Hawai'i at Manoa.

3. _____, a representative of the Hawaii Government Employees Association ("HGEA"), also was present at the interview.

4. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

5. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred. Accordingly, pursuant to the collective bargaining agreement covering my position, _____ of the HGEA was present at the interview. However, at this time, I understand that I have not been charged with violating any University policy.

6. The confidential nature of the investigation was explained to me, and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

7. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

8. In preparation for my interview, I reviewed my emails pertaining to the _____ benefit concert.

9. I have been employed full-time at the University since 1984. I have worked in the Athletics Department ("Athletics") during my entire career at the University.

10. I am currently employed as the Assistant Athletics Director - Facilities/Events. I have held this position since 1991.

11. I report directly to either Jim Donovan ("Donovan") or Carl Clapp ("Clapp"). Under the previous Athletics Director, I reported directly only to the Associate Director of Athletics.

12. The following Athletics employees report directly to me: all facilities managers, my administrative assistant, the Strength & Conditioning Coordinator, all equipment room managers, and all custodial and groundkeeping managers.

13. Walter Watanabe ("Watanabe") does not report directly to me. I believe he reports directly to Carl Clapp ("Clapp").

14. Richard Sheriff ("Sheriff"), as the manager for the Stan Sheriff Center (the "Center"), is one of the employees who reports directly to me. I communicate with Sheriff on a daily basis.

15. My job duties are to oversee the day-to-day operations of Athletics facilities, the maintenance and repairs of all buildings in the lower campus at Manoa, and all capital improvement and maintenance projects. I also oversee scheduling of the use of Athletics facilities for any sports event or special events.

16. Part of my job duties include overseeing events held by organizations outside of the University. If someone from outside of the University wants to use an Athletics facility for an event, they could take the request to me or Sheriff. Normally, the event organizer would go to Sheriff first to check on the availability of the Center. However, sometimes a person would go directly to the Athletics Director with a facilities request.

17. The Athletics facilities under my scope of authority are: the Center, Les Murakami Stadium, Duke Kahanamoku Pool, the tennis courts, Rainbow Wahine Softball Stadium, the Ching Complex, and the HPE/A Complex.

18. I first learned about the benefit concert in late May or early June. Sheriff told me that there was a possibility of holding a concert here. He was looking at some date in August, which was available. He told me that he was working with and Donovan. He was telling me this just for my information. Approximately several days later, Sheriff told me that the concert was going to be a benefit for Athletics.

19. Sheriff was the point person for putting the concert deal together and the liaison with the promoter. The promoter for the concert directly approached Sheriff about the concert, not me. I do not know if [redacted] talked directly to anyone else at the University about the concert.

20. It is not typical for Sheriff to play such a major role in putting outside events together. In the past, he was part of a team, but did not act as the sole coordinator of all the moving parts involved in planning an outside event. For example, the L.A. Lakers have been to Hawai'i a couple of times. The request first came to me. The Athletics Director was informed of their interest in coming. Sheriff made sure the facilities are available on the dates they wanted to come. Then a contract was negotiated.

21. Sheriff reported to Donovan, Clapp, and me regarding the benefit concert. To the best of my knowledge, I was always copied on messages about the concert. Sheriff and I talked casually about the concert at first, and as we got closer to the ticket presale date, we had more communications.

22. As far as I know, no one at the University raised an issue about whether it was proper to use the Center for an outside concert.

23. I believe the use of the Center for an outside concert is consistent with University policy.

24. I have heard of [redacted] and [redacted]. When the Center was built, every promoter called me about using the facility. However, there was a moratorium on use of the Center by outside organizations because the University cannot be in competition with the City. [redacted] was one of the promoters who used to call all the time.

25. I have not worked with [redacted] before. I am not aware that anyone at the University has worked with [redacted].

26. I do not know if anyone at the University tried to find out information about [redacted] or [redacted]. I do not know specifically whether Sheriff did any due diligence on [redacted].

27. I have seen the name [redacted] from emails, but do not know her independent of that. I have not heard of an organization called [redacted].

28. I have heard of an organization called [redacted]. I believe [redacted] was the agent who represented [redacted]. I have had no dealings with [redacted] previously, and I do not know if the University has had dealings with [redacted]. I do not know if anyone at the University looked into who [redacted] is. I do not know whose job that would be.

29. I was not involved in the discussion of the business terms of the concert deal. ~~Sheriff~~ ^{I believe that} was involved in putting together the terms of the deal along with Clapp and maybe Donovan. That is consistent with normal protocol. ^{would be}

30. It is hard to say what level of involvement Sheriff had in negotiating the concert deal.

31. Normally, whoever got contacted first about using the Center would be the one involved in negotiating the terms of use. That person would get a proposal from the outside organization and take it to the Athletics Director, who could involve one of my associates or a facility manager.

or all of his/her associates or a facility manager.

32. I do not know if someone was responsible for analyzing the whether the terms of the concert deal were fair to the University. I have not seen a pro forma or budget for the concert. I typically would see one for an event like the concert, but knowing the amount of work we all had on our plate, I understand why Sheriff was the point person for the concert.

33. I attended a couple of meetings regarding concert ticket presales. However, I was not responsible for overseeing ticketing. I am not sure why I was included in those meetings.

34. ~~_____~~ showed me an email dated June 22, 2012 from Sheriff to Clapp. I recognize this document. The \$200,000 deposit referenced in the email was supposed to be our portion of the deposit to secure the artist. We were going to use money from ticket presales to fund the deposit. I do not know when that idea first came up. I also do not know if using revenue from ticket presales to pay the deposit for a performer is the normal practice. ~~I hardly handle any concerts.~~

35. The key people who participated in the discussions of the need to collect enough funds from ticket sales for the deposit would have been Vince Baldemor ("Baldemor"), Carol Gouveia ("Gouveia"), and John McNamara ("McNamara").

36. ~~_____~~ showed me an email dated June 21, 2012 from me to Watanabe. I recognize this document. In the email, I was responding to an email that Watanabe sent to me to show me the graphics for a concert announcement. Although my approval on promotional materials for the concert was not needed, I was copied because I was part of the conversation about what people buying \$250 tickets would get. At first, we ~~thought~~ ^{talked} about planning a meet and greet session for such ticket holders, but as we talked about it, we realized that the artist ~~would first have to commit to doing the meet and greet.~~ ^{had not} ~~So we decided to turn the meet and greet into a reception.~~ ^{one option would be a reception} We were talking about how to solidify the plans the reception, and that is why I was copied on this email. ^{if the artist did not commit} ^{for}

37. The ticket presales would begin with 'Ahahui Koa Anuenue ("AKA") donors and corporate sponsors. Saturday, June 23, 2012 was when ticket sales to season ticket holders began. Ticket sales eventually opened up to the public. Our first meeting about presale deadlines was attended by: Baldemor, Clapp, Gouveia, Sheriff, and [redacted] and his assistant.

38. I do not know into which account revenues from the ticket sales were deposited.

39. I do not know if disbursements from the Athletics revolving fund are exempt from having to go through the Procurement Office for review.

40. I am aware that a wire transfer of \$200,000 occurred. I do not know where the \$200,000 figure came from. I initially thought that we needed to get a \$200,000 check to [redacted]. Kuraoka later asked if the funds could be wired. Kuraoka asked if there was a vendor code. I did not get involved in the vendor code issue.

41. About a week before the wire transfer was made, Sheriff talked to me about the urgency of making the transfer. He was getting pressure from the promoter. He said that now that we hit our presale number, we needed to get our money to the promoter. He asked for my help in getting Clapp and Kuraoka involved to get the payment made. ~~I do not know why he came to me for assistance.~~

42. [redacted] showed me an email dated June 20, 2012 from Sheriff to Kurakoa, on which I was copied. I am familiar with this document. In the email, Sheriff is suggesting that the funds be directly to [redacted]. I do not know if anyone had done any research to see who [redacted] was.

43. [redacted] showed me an email dated June 25, 2012 from me to Sheriff. In an earlier email, Sheriff had asked me for help to "push Carl to get the down payment wired out ASAP." ~~I did not, at this point, tell Sheriff to slow down.~~ He would have to go through Clapp first, and in the process, Clapp would be the one to catch any irregularities or inconsistencies before making payment.

44. [redacted] showed me a Wire Transfer Form, Wire Detail Form, and Authorization For Payment Form. I do not recognize these documents. The documents might have been attached to an email from Sheriff asking me for help to print the documents, but I could not open the documents on my computer.

45. [redacted] showed me a Facility Use Agreement. I am not familiar with this agreement.

46. I do recall Sheriff mentioning something about insurance. I am not sure if the insurance he was referring to was cancellation insurance. I do not remember when Sheriff said that to me. I am not aware of any discussions about insurance in connection with ticket presales. The issue did not come up until after

the presales. Sheriff came into my office and said that he was trying to obtain the insurance policy from [redacted]. This must have been after the wire transfer was completed. Kathy Cutshaw's office might have inquired about the insurance. Sheriff's task was to get the policy from [redacted]. Donovan was aware of the issue. Based on Clapp's involvement with the concert, I think Clapp was aware of the issue too.

47. Typically, the Athletics Director would be responsible for making sure there is compliance with the terms of an agreement to which Athletics is a party because the agreement would be signed by the Athletics Director. But that could vary. It could be a couple of people who would be tasked with compliance. Whoever was designated as the point person for the project typically would be the one monitoring compliance.

48. After the wire transfer was made, I continued to be involved in planning the meet and greet session and reception for premium ticket holders. In one of our weekly executive team meetings, which was attended by Donovan, Sheriff, Baldemor, Clapp, McNamara, Marilyn Moniz Kaho'ohanohano, and myself (~~Sheriff was called out of the meeting at some point and did not return~~), Donovan brought up the question of the reception. He wanted to make sure it would take place. We also needed to get clarification on [redacted] involvement in the reception. I asked Sheriff to ask [redacted] if he would handle the meet and greet himself. I assigned to Baldemor the task of making sure the reception would happen. Jim

49. [redacted] showed me an Engagement Memorandum Agreement. I did not recognize the document.

50. [redacted] asked me if I recognized any of the following names, which I did not:

51. [redacted] asked ^{me?} (be) if I recognized the name [redacted] and an organization called [redacted] I do. Perhaps a week prior to learning that the concert would not go forward, my assistant got a phone call from [redacted]. She panicked and contacted Sheriff. [redacted] represented that he was from [redacted] and they were in charge of booking all of [redacted] concerts in the United States. He said there was no concert scheduled for Hawaii. My assistant passed on the message to Sheriff. Chang asked Sheriff if he talked to [redacted]. Sheriff said yes, and he told [redacted] to contact [redacted].

52. I cannot remember how I learned that the [redacted] benefit concert would not go forward. It might have been from talking to Sheriff. After first learning about the cancellation, I had a conversation with Sheriff. Sheriff said he thought the concert was going to be cancelled. He said he was going to meet with Donovan later that day.

53. All I know about the whereabouts of the \$200,000 deposit is what is reported in the news. Neither anyone in my office nor I were tasked with looking into the where the \$200,000 deposit went.

54. I do not have any records relating to the benefit concert that are not in my office or on my office computer.

55. I have not been asked to do anything in connection with the investigation other than the interview.

The foregoing is a true and accurate summary of my statement to the fact finder.

Name Paul Wilhel Chang Date 8/14/2012

TERRI CHANG

Human
Resources
Information
NetworkAPT Broadband
Administration Panels● [Search for another PD](#)[View Permanent Redescription Information](#)

Position: 0077258, PHYSICAL PLANT MGT

Approved Date & Time: 9/15/2011 2:02:28 PM
Effective Date: 8/1/2011

Position Information:

Band: C

Career Group: Athletics Group

Functional Title: AUXIL & FAC SVCS MG

Campus: MA

College/Office: INT ATHLETICS UHM

Geographic Location: MAN

Department:

Section:

Unit:

Bargaining Unit Code: 08

Employing Agency Code: 22460000

Supervisor: ASSOC ATHLETIC DIRECTOR, 0089244

Account Code: G023

Duties and Responsibilities

- ** 1. Works with the Athletics Director and Associate Athletics Director in the planning of processing of all Capital Improvement Projects for the Makai Campus.
- ** 2. Works with the Athletics Director and Associate Athletics Director in the planning and processing of all Repair and Maintenance Projects for the Makai Campus.
- ** 3. Ensures the health and safety of all users of the Makai Campus Facilities and Grounds with proper monitoring and maintenance programs.
- ** 4. Schedules, plans and implements all athletic events, University of Hawaii campus events and outside user activities.
- ** 5. Serves as a liaison with the management of Aloha Stadium and the Department of Parks and Recreation, City and County of Honolulu in the coordination of athletic events.
- ** 6. Provides leadership and direction for the Makai Campus Coordinator, Les Murakami Stadium Management, Stan Sheriff Center Management, Duke Kahanamoku Aquatic Complex Management, Alexander Waterhouse Weight Room Management.
- 7. Performs other duties as directed by the Athletics Director and Associate Athletics Director.
- Know, recognize and comply with the laws, policies, rules, and regulations governing the University of Hawaii and its employees, and the rules of the NCAA and affiliated Conferences as now constituted or as may be amended in the future.
- Immediately advises the Director of Athletics or designee if there are reasonable cause to believe violations, whether by employees, students, or others, have occurred or will occur.
- Other duties as assigned

Judgment Exercised

- Judgments and decisions impact the college or program or its organizational segments relating to operations, functions, programs, management, or policies of significant complexity and/or scope.

Originality

- Leads, assigns, organizes, plans, and/or coordinates specific tasks requiring thought and foresight to develop an appropriate product.

Controls Over Position

- General directions are received relative to overall objectives, critical issues, new concepts, and policy matters as needed.

Supervision Exercised

- On an on-going or project basis supervises, directs, assigns, monitors, reviews and evaluates the work of subordinate level professionals.

Minimum Qualifications**Education and Professional Work Experience**

- Possession of a pertinent baccalaureate educational degree and relevant professional experience, possession of the following competencies in technical knowledge, critical thinking skills, communication skills and interpersonal skills:

Knowledge, Skills and Abilities

- Advanced and comprehensive knowledge and understanding of a wide range of developing and emerging concepts, principles and methodologies of the assigned work specialty area(s).
- Comprehensive knowledge and understanding of a wide range of principles, theories, federal and state laws and systems associated with work specialty.
- Demonstrated ability to understand problems from a broad interactive perspective and use reasoning to discern underlying principles and issues when problem solving, and apply creative thinking to resolve problems in new and unprecedented approaches.
- Demonstrated written and verbal competence in presenting ideas, concepts and models clearly using persuasion and negotiation to build consensus and cooperation.
- Demonstrated ability to establish and maintain effective working relationships with internal and external organizations, groups, team leaders and members, and individuals.
- Demonstrated ability to operate a personal computer and word processing software.
- For supervisory work, demonstrated ability to lead subordinates, manage work priorities and projects, and manage employee relations.

Equivalencies

- Any equivalent combination of education and/or professional work experience which provides the required education, knowledges, skills and abilities as indicated.

Supplemental Minimum Qualifications

- Bachelor's degree in Athletic Administration, Education, and or related field from an accredited University or College.
- Minimum of 5 years of experience in University Division IA Athletic Administration, or related field, or any equivalent combination of experience and education.

Desirable Qualifications

- Master's Degree in Athletic Administration, Education or related field.

Date of Interview: July 25, 2012
Interviewee: Tiffany Kuraoka
Fact-Finder Conducting Interview:

1. I, Tiffany Kimi Kuraoka, was interviewed by _____ on Wednesday, July 25, 2012.

2. The interview was conducted at the offices of the Athletic Department.

3. _____, a representative of the Hawaii Government Employees Association ("HGEA"), also was present at the interview.

4. _____, an associate of _____, was also present at the interview.

5. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

6. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred. Accordingly, pursuant to the collective bargaining agreement covering my position, _____ of the HGEA was present at the interview.

7. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

8. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

9. I am the Assistant Athletics Director for Business Operations. I have been employed by the University since December 2004, and have held this position since then.

10. I report to Carl Clapp ("Clapp") who is the Associate Athletic Director. Tom Saddler was the Associate Athletic Director before Clapp.

11. My job responsibilities include business manager, financial reporting, accounting, revenues, expenditures, audits, budgets, and anything to do with budget and finances of the Athletics Department.

12. The following people report to me: (1) Michele Inouchi ("Inouchi") (Administrative Officer), (2) Gail Yamase (Administrative Officer), (3) Paula Nishimoto (Human Resources Personnel Officer), and (4) paid student workers.

13. As the Assistant Athletic Director I do not get involved with negotiations of contracts. I am not often asked to review contract terms before a contract is signed. If there are procurement issues in the contract, I may be asked to review the contract.

14. I am the point person for procurement in the Athletics Department.

15. As of July 24, 2012, my job description title changed from fiscal officer to fiscal administrator. I am the only fiscal administrator in the Athletics Department. An officer is more like a controller and the term administrator more accurately describes my job responsibilities.

16. I am involved in the process for the dispersal of Athletic Department funds. I have signing authority up to \$25,000 for purchase order items. The Athletics Department had an exemption that provides it unlimited purchasing authority from the revolving fund (E8.106). This purchasing authority was given the Athletics Director, _____, the previous Athletics Director, delegated this purchasing authority to me. I am authorized to sign on behalf of the Athletics Director.

17. My Fiscal Officer Code allows up to \$25,000 in purchasing authority. I was authorized to make purchases over \$25,000 under the exemption E8.106 mentioned above.

18. In a typical purchase order procedure I would approve a purchase order then send it to the disbursing office for payment to be made. I do not make payments. The disbursing office makes payment.

19. For all purchase orders, I ensure that proper procurement is done before I sign the purchase order. I review the procurement policy for this.

20. I normally do not sign contracts with third party vendors. I have signed contracts for hotel room reservations because this is needed to reserve the rooms and the reservation goes with the purchase order.

21. I do not get involved in determining which contracts are appropriate for the Athletics Department to enter into. I do not know who determines the terms of contracts entered into by the Athletics Department.

22. I do not know how the University became involved in the _____ concert deal. I do not know who was contacted at the University about the concert opportunity.

23. I first learned about the _____ concert on June 15, 2012. This was when I found out what the "rental" for the Center was. I found out because on June 15, 2012, I emailed James Kashiwamura ("Kashiwamura") at the direction of Richard Sheriff ("Sheriff") to ask about processing the \$200,000 payment. Exhibit A.

24. I did not play any role in the negotiations over the terms of the agreement for the concert. I was not asked to review the contract before it was signed.
25. I do not know who was responsible on the University's side for negotiating the deal points in the contract.
26. The only people who talked to me about the concert was Sheriff and Clapp.
27. I was not involved in the decision for the concert to be a benefit concert. I do not know who came up with the idea that the concert would be a benefit for the Athletics Department.
28. I understand that the concert was announced to season ticket holders and booster club members. I was not involved in the announcement process. I do not know how the announcements were made to those groups. No one in my area was involved with the concert announcement.
29. I understand that tickets for the concert went on sale. I do not know who authorized the sale of the tickets.
30. [redacted] showed me an email that I sent to Kashiwamura on June 15, 2012. Exhibit A. Kashiwamura is the head of the disbursing office. This was the first time I was informed of the concert. Sheriff told me about the concert. Sheriff told me that we needed to get a check cut for \$200,000 soon. At that time, I did not look at any documentation regarding the \$200,000 amount. I was just doing what Sheriff told me to do. I asked Sheriff whether ticket sales had started because we cannot get a check cut unless ticket sales had started and there was at least \$200,000 in the bank from ticket sales. Sheriff confirmed that ticket sales would start shortly and that the \$200,000 would come from ticket sales. Kashiwamura never responded to my email. I emailed Kashiwamura because we needed an exception because the budget deadline had passed. The deadline was at 11:00 a.m. that day.
31. A few times a year the Athletics Department does a transfer of funds from the ticket sales account. A few times a year there are events at the Center or the Sheraton Hawaii Bowl where money comes in from ticket sales. After the event has concluded, money is sent out from the ticket sales. This process was not uncommon and the payment of money from such an account was not a cause to raise red flags.
32. In the email from Sheriff to me on June 20, 2012, Sheriff asked if we could directly wire the payment to [redacted] Exhibit A. Nothing in Sheriff's email raised any concerns with me. To do a wire transfer we would need to fill out an additional form. I was not concerned that the payment was going to [redacted] instead of the promoter. I was just doing what I was told. I asked the disbursing office for a vendor code because a vendor code is required before making a payment and the disbursing office sets up the vendor codes.
33. [redacted] showed me an email string with the top email from [redacted] on July 9, 2012. Exhibit B. I am copied on the email at the bottom of page 4. I recall receiving this email. My involvement with the [redacted] concert was the setting up the transfer of funds process so the transfer of funds can be made. On the top of page

4, is an email from Clapp to Paul Kobayashi ("Kobayashi"). I recall seeing this email. Clapp sent this email to Kobayashi because Kobayashi is Kashiwamura's supervisor and Kashiwamura did not respond to Clapp's earlier email. In the middle of page 3 is an email from Clapp to Kobayashi. I was copied on this email and I recall receiving this email. I spoke to Kobayashi on June 22, 2012. Kobayashi called me asking what was going on and what the money was for. He asked what account the money was coming from. Kobayashi asked for documents. I sent Kobayashi a copy of the contract on June 22, 2012.

On June 25, I was working with the ticket office to verify that the funds were there and to identify the account where the funds were placed. I made a quick call to the ticket office to find out the account. I checked the account and the money was not there. Keri Iwaki at the ticket office said that she did not do the deposits yet and that's why there is no money in the account. The account used by the ticket office is an agency account or a holding account where there are no revenues or expenditures. One of the agency accounts is nicknamed the "Aloha Stadium Account" but it is not used by the Aloha Stadium. On page 2 there is an email from Kobayashi to Clapp regarding a plan of action. The plan of action was that Kobayashi would set up a vendor code and approve the wire transfer. On page 1 there is an email from Kobayashi to me and other confirming that the wire transfer went out. This is the only confirmation I received about the wire transfer.

34. showed me an email string on June 27, 2012, Exhibit C. I was not copied on these emails. At the bottom of page 1, Ryan Akamine ("Akamine") states that Howard Todo can get the resulting financials for the concert from me. I think Akamine is saying this because at the end of an event there is a reconciliation of ticket sales and expenditures with the amounts going out. These numbers are the resulting financials.

35. showed me a copy of a wire transfer form, which I am familiar with. Exhibit D. I did not complete this form. This was probably completed by Inouchi or a student worker. The UH Document No. A258234 is an Authorization For Payment Number. The amount of the transfer was \$200,000 because that is what Sheriff told me. Sheriff showed me a contract that said \$225,000 and this contract was between the University and the promoter. The contract between the promoter and the talent agency said \$200,000. I noticed the differences in the contracts and the payment amount, but I just relied on Sheriff and the fact that we were paying the lesser of the two amounts. I saw both contracts before the requisition paperwork for \$200,000 was done. Sheriff prepared the Requisition form with \$200,000 on it and I signed it because Sheriff and Clapp asked me to get the check cut that day. I signed it after I verified that funds were available. I do not know what kind of documentation I should be looking for to verify the \$200,000 besides the contracts. I verified that the account had \$200,000 in it. The documents shown to me appeared to verify the \$200,000 amount.

36. The FO Code on the wire transfer form is the Fiscal Officer Code for the Athletics Department. This is the number I use. At the time I signed the form, I was the only fiscal officer in the Athletics Department.

37. The wire transfer number at the bottom of the page was not written by me. I believe someone in disbursing wrote that number.

38. The invoice attached to the Authorization For Payment appears to have been created by my office. Sometimes there is no invoice so we create one so disbursing will send the money. I do not know where the Invoice came from. It was probably not created by my office. Sheriff may have created the Invoice.

39. I received an escrow trustee information form on letterhead from Sheriff. I added the vendor/payee information from the form I received from Sheriff.

40. I signed the Authorization For Payment Form. This form authorizes payment from our account to

41. The system issues this Authorization For Payment Form. In the normal situation, a Requisition Form is prepared. The system generates an Authorization For Payment Form. Then payment is made. The Business Office staff uses the financial system to create the Authorization For Payment Form from the requisition and I sign the Authorization for Payment Form.

42. I reviewed the completed Requisition form before I signed it. I added the account code. I verified that the funds were available and I attached statements showing the money was available.

43. Sheriff submits Requisition forms. Many people in the Athletics Department create requisitions.

44. Sheriff is listed as the Requisitioner. The requisitioner is the person requesting the goods. Clapp is listed as the Purchasing Officer. The purchasing officer authorizes the purchase and is the approving authority. Clapp's name was automatically generated by the system. His name will appear depending on which user logs in. Clapp usually signs as approving authority.

45. The system generates an authorization for payment number. The No. MA-A258234-0067 means Manoa for "MA", authorization number for "A258234" and my fiscal number is "0067."

46. Deliver via "Best Way" is automatically generated by the system.

47. "Document Cross Ref. R834500" is the requisition number.

48. "SubCode 3400" was in error. The SubCode should have been 2530. The SubCode indicates that it is for deposits payable.

49. "Account No. MA-095608-2530" indicates that the account is the agency account known as the Aloha Stadium tickets – External account.

50. I do not know who wrote in Vendor Number "V00001388790." It may have been a student worker or the disbursing office. My copy does not have it written in.

51. I signed the Authorization For Payment form on June 25, 2012.

52. The language above the signature line states that you "certify that sufficient funds are available in the accounts specified and that this payment is in accordance with applicable university policies and procedures." When I signed this document I understood that I was making this certification. I make this certification frequently. One of the certifications relates to the availability of funds in the specified account. I verified that the funds were in the Aloha Stadium account. There is an additional certification that the payment is in accordance with applicable university policies and procedures. It is my understanding that the \$200,000 payment was in accordance with applicable university policies and procedures. We were not purchasing anything so procurement policies did not apply. The only thing I could do was verify that the funds were available. This was an outside user event. There are no policies on outside user events. There are rental policies and this would fit within the rental policies.

53. This situation was different because normally we transfer funds after the event, but here we needed to transfer funds before the event.

54. I do not know if the \$200,000 wire transfer was sent to an escrow account. The \$200,000 was supposed to go to an escrow account. I do not know if an escrow account was set up.

55. I do not know if anyone at the University was tasked with determining if an escrow account was set up to receive the \$200,000 wire transfer. I was not tasked with this and I did not task anyone to do it.

56. There are no policies regarding transferring money to an escrow account.

57. I do not know if any escrow instructions were prepared. I do not know if there was supposed to be escrow instructions.

58. I was not tasked with preparing escrow instructions. I do not know if anyone at the University was tasked with this. I do not know if _____ was tasked with this.

59. I was not tasked with seeing that escrow instructions regarding the release of the transferred funds were prepared. I do not know if anyone at the University was tasked with this.

60. I just approve the payment, and the disbursing office sends the money.

61. I do not know who had access to the funds in the escrow account. I do not know if there was an escrow officer.

62. _____ showed me an email string with Alan Kimura ("Kimura") around June 25, 2012. Exhibit E. I recall seeing this email from Kimura. Kimura was inquiring about the error in the SubCodes. These were the only questions raised by Kimura. Inouchi responded to Kimura and she did not run those answers by me before sending them. She did not need to because she knew the information. What she wrote in the email is accurate.

63. _____ showed me an email from me to Kobayashi on June 22, 2012. Exhibit E. On this day I sent Kobayashi a copy of the contract that I got from Clapp.

64. _____ : showed me an email from me to Sheriff on June 29, 2012. Exhibit G, I asked Sheriff for a signed copy of the agreement. Kathleen Cutshaw ("Cutshaw") called me and asked for the signed contract. I sent her what I had, but she asked for a signed contract so I asked Sheriff for a copy. Sheriff responded that he did not have a signed copy of the contract between the _____ and _____

65. _____ showed me an email from Inouchi to Sheriff on June 22, 2012. Exhibit G. At this time I was waiting for Kobayashi to set up the vendor code.

66. _____ showed me an email from Inouchi to me on June 25, 2012. Exhibit I. The vendor code form needed to be filled out to create the vendor code. Disbursing can deny payment if there is no money in the account. In this instance there were sufficient funds in the account. Disbursing could also ask questions. There was a Requisition and Authorization For Payment here. The funds were available. It made sense for Disbursing to review such information and issue payment.

67. _____ showed me an email from Cutshaw to me on June 28, 2012. Exhibit J. Cutshaw emailed me and asked what was going on. I told her that I was asked to approve a \$200,000 payment. Cutshaw asked me for the backup documents. I gave Cutshaw the _____ Memorandum. Exhibit K. Cutshaw said that she saw the June 12, 2012 agreement so I did not send that agreement to her.

68. _____ showed me an email from me to Cutshaw on July 6, 2012. Exhibit L. Cutshaw emailed me regarding the insurance rider. I was not aware of the need to get any insurance. Insurance is not something that I look for prior to making payment. I heard Clapp mention that an insurance paper is missing. I did not go back to the documents to review them after I heard this. No payments were made after Cutshaw sent this email.

69. _____ showed me a copy of the Facilities Services Agreement dated June 12, 2012. I have seen this agreement before. The first time I saw it was on June 22, 2012, when I got it from Clapp and emailed it to Kobayashi.

70. I did not play any role in negotiating the terms of this agreement before it was signed.

71. I do not know who was involved in negotiating the terms of the Facilities Services Agreement.

72. I did not review any drafts of the Facilities Services Agreement.

73. _____ pointed me to paragraph 10 of the Facilities Services Agreement regarding indemnity and non-performance insurance. I did not look at the agreement and I did not see that provision.

74. I do not know if non-performance insurance was ever procured.

75. I do not know if anyone was tasked with seeing that the insurance was obtained.

76. I do not know if anyone had the responsibility to see that the insurance was obtained. I heard Clapp tell Sheriff to get the insurance. This occurred after I saw the agreement. This occurred in Clapp's office on Monday, July 2, 2012.

77. I am familiar with Administrative Policy A8.801(3).

78. That section contains a number of definitions. The \$200,000 transferred does not fit within any of those definitions (e.g. disbursement, expenditure, unliquidated encumbrance, UH General Account Check).

79. It is necessary to present an invoice for payment to be made.

80. An invoice was presented and it was prepared by my office.

81. I learned that the concert would not go forward on the day of Donovan's press conference.

82. I did not do anything to find out where the \$200,000 went. I do not know who is in charge of finding this information.

83. I did not stand to receive any benefit from the concert going forward.

84. Sheriff stood to personally benefit from the concert going forward. Sheriff gets paid overtime to work these outside events. The overtime can be substantial. He stood to benefit by having overtime pay.

85. I do not have any records relating to the _____ concert that are not in my office or on my office computer.

86. I have not been asked to do anything in connection with the investigation other than to meet with _____ and to make sure the payments were refunded for tickets.

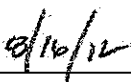
87. _____ provided me with an opportunity to say anything else about this matter in addition to what was covered in the interview and I did not have anything further to add at the conclusion of the interview.

88. After the interview I gave _____ a copy of the delegation of purchasing authority that I received from _____ . Exhibit M.

The foregoing is a true and accurate summary of my statement to the fact finder.



TIFFANY KURAOKA



Date



Re: Concert

Tiffany Kuraoka [tkuraoka@hawaii.edu]

Sent: Thursday, June 21, 2012 8:53 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

You can check in the epurchasing system.

On Thu, Jun 21, 2012 at 8:49 AM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

Tiff,

Do we have to have one? We should have enough funds by Monday or
Tuesday after the season ticket offering and I just want to be able to
get the money to Agent ASAP.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: "Tiffany Kuraoka" <tkuraoka@hawaii.edu>

Date: Thu, Jun 21, 2012 8:15 am

Subject: Concert

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Rich,

If there is no vendor code, you may want to try and set one up
(although the deadline for that was May 31). You can check with
Michele on how to set one up.

On Wed, Jun 20, 2012 at 3:47 PM, Tiffany Kuraoka
<tkuraoka@hawaii.edu> wrote:

Rich,

Exhibit A

Is there a vendor code for _____ ?

On Wed, Jun 20, 2012 at 3:38 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

Tiffany

In order to expedite the payment to _____ agent the
promoter has asked if we can directly wire the down payment to
_____. The wire transfer information is attached.

Is it possible for UH to do a wire transfer? If we can, will we need
to have _____ change the invoice for the down
payment.

Let me know. I am trying to make sure we can complete the
payment in the fastest possible method.

Thanks,

Rich

On Mon, Jun 18, 2012 at 4:28 PM, Carl Clapp
<cclapp@hawaii.edu> wrote:

Paul,

When you have minute, Rich and I would like to discuss the
opportunity described below with you.

Mahalo,

Carl

----- Forwarded message -----

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>

Date: Fri, Jun 15, 2012 at 12:15 PM

Subject: Concert

To: James Kashiwamura <jkashiwa@hawaii.edu>

Cc: Carl Clapp <cclapp@hawaii.edu>, Richard C Sheriff
<rsheriff@hawaii.edu>

JR,

I was just informed by Rich Sheriff, Stan Sheriff Center Manager and Carl Clapp that the department is looking to have a concert in the Stan Sheriff Center in August. In order to have this concert they would need to have a \$200,000 check cut to the performer late next week or the following week. The funds for the \$200,000 is to come from advance ticket sales which should begin shortly. Please let me know if this is possible to process. Thanks.

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone [\(808\)956-6505](tel:(808)956-6505)
Fax [\(808\)956-4637](tel:(808)956-4637)

Carl R. Clapp
University of Hawaii at Manoa

Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637



From:
Sent: Monday, July 09, 2012 9:41 PM
To:
Subject: Fwd: (no subject)
Attachments: EscrowAccountDetails.doc

From: rsheriff@hawaii.edu
To: , cclapp@hawaii.edu, Ikuraoka@hawaii.edu
Sent: 7/9/2012 6:37:51 P.M. Hawaiian Standard Time
Subj: Fwd: (no subject)

Below is the confirmation that the \$200,000 was sent out. It was sent to the attached account. I will see if Carl or Tiffany have any other documentation on the wire transfer that they can send you.

Rich

----- Forwarded message -----
From: Richard Sheriff <rsheriff@hawaii.edu>
Date: Mon, Jul 9, 2012 at 6:29 PM
Subject: Re: (no subject)
To:

Paul Kobayashi pyk@hawaii.edu

Jun 26 (13 days ago)
to Carl, Tiffany, Michele, me, Walter

The wire payment for the deposit went out this morning and confirmed by the bank.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Exhibit B

Office: 956-7161

Direct: 956-6445

Fax: 956-9497

From: Carl Clapp [mailto:cclapp@hawaii.edu]
Sent: Monday, June 25, 2012 10:56 PM

To: Paul Kobayashi
Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe
Subject: Re: Payment to Benefit Concert

Mahaioi

Carl

On Mon, Jun 25, 2012 at 12:51 PM, Paul Kobayashi <pyk@hawaii.edu> wrote:

Aloha Carl,

Sorry for the delay in responding. We are five days away from fiscal year-end and the start of the new Kualii Financial System so it has gotten quite hectic with a lot of non-routine issues occurring – all at the same time. I wanted to confirm I received your request. Spoke with Tiffany today and we think we have a plan of action to get this done and to expedite. We will keep you posted.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Office: 956-7161

Direct: 956-6445

Fax: 956-9497

From: Carl Clapp (mailto:cclapp@hawaii.edu)

Sent: Monday, June 25, 2012 8:54 AM

To: Paul Kobayashi

Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe

Subject: Re: Payment to _____ for _____ Benefit Concert

Paul,

Good morning!

We have reached the point where the transfer/check is needed today. Tiffany is working with our Ticket Office to identify the account that the money is deposited into. How can all of us work together to accomplish this? This is an extraordinary opportunity for the Athletics Department to make a significant amount of money. I anticipate, if this opportunity is successful, that the Athletics Department will maximize the use of Stan Sheriff Center by occasionally allowing outside groups to use the facilities when it "benefits" UHM.

Thank you for your follow up with this and all of us are available to assist you.

Carl

On Fri, Jun 22, 2012 at 11:57 AM, Carl Clapp <cclapp@hawaii.edu> wrote:

Paul,

How can Tiffany and I assist you so that we can have this wire transfer/check ready to go in a timely manner?

We are facilitating the promoter with this concert that will benefit UHM Athletics and we have the opportunity to receive a significant amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: Richard Sheriff <rsheff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to

Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnnm@hawaii.edu>, "Baldemor, Vince" <vince@koaanvenue.org>, Walter Watanabe <wwatanabe@hawaii.edu>

Carl

According to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everything in place to either wire transfer or have a check cut to overnight mail to the Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

Rich

-

Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

-

Carl R. Clapp

University of Hawaii at Manoa

----- Forwarded message -----

From: "Paul Kobayashi" <pk@hawaii.edu>

Date: Tue, Jun 26, 2012 10:36 am

Subject: Payment to

Benefit Concert

To: "Carl Clapp" <cclapp@hawaii.edu>, "Tiffany Kuraoka" <tkuraoka@hawaii.edu>

Cc: "Michele Inouchi" <mkaminag@hawaii.edu>, "Richard Sheriff" <rsheriff@hawaii.edu>, "Walter Watanabe" <wwatana@hawaii.edu>

The wire payment for the deposit went out this morning and confirmed by the bank.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Office: 956-7161

Direct: 956-5445

Fax: 956-9497

On Mon, Jul 9, 2012 at 6:00 PM,

> wrote:

From:
To:
Sent: 7/9/2012 5:43:06 P.M. Hawaiian Standard Time
Subj: Re: (no subject)

I am at an ESPV event and cannot open the files on my blackberry. Will review them with management tomorrow

From: _____ [mailto:_____
Sent: Monday, July 09, 2012 08:37 PM
To:
Subject: (no subject)

This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use dissemination, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please e-mail us at _____ or call _____

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



RE:

Benefit Concert

Subject: RE: Benefit Concert
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
Date: 6/27/2012 4:34 PM
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, "Rich Sheriff (rsheff@hawaii.edu)" <rsheff@hawaii.edu>, "Darolyn H. Lendio" <lendio@hawaii.edu>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Monday, June 25, 2012 2:29 PM
To: Howard Todo
Cc: Paul Kobayashi; 'Jim Donovan'; 'Carl Clapp'; Darolyn H. Lendio
Subject: RE: Benefit Concert

Howard,

The first, I believe, relates to your annual filing for UH. If you need a copy of the SSC use agreement, let me know. You can get the resulting financials for the concert from Tiff. The second disclosure is a form that was brought to our attention by the UHF. It needs to be signed by the promoter and UH:

Exhibit C

§ 467B-5.5. Commercial co-venturer's charitable sales promotions.

(a) All charitable sales promotions by a commercial co-venturer shall disclose the name of the commercial co-venturer.

(b) Prior to the commencement of any charitable sales promotion in this state conducted by a commercial co-venturer using the name of a charitable organization, the commercial co-venturer shall obtain the written consent of the charitable organization whose name will be used during the charitable sales promotion. The commercial co-venturer shall file a copy of the written consent with the department not less than ten days prior to the commencement of the charitable sales promotion within this state. An authorized representative of the charitable organization and the commercial co-venturer shall sign the written consent, and the terms of the written consent shall include the following:

(1) The goods or services to be offered to the public;

(2) The geographic area where, and the starting and final date when, the offering is to be made;

(3) The manner in which the name of the charitable organization is to be used, including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization;

(4) A provision for a final accounting on a per unit basis to be given by the commercial co-venturer to the charitable organization and the date when it is to be made; and

(5) The date when and the manner in which the benefit is to be conferred on the charitable organization.

(c) A final accounting for each charitable sales promotion shall be prepared by the commercial co-venturer following the completion of the promotion. A copy of the final accounting shall be provided to the attorney general not more than twenty days after the copy is requested by the attorney general. A copy of the final accounting shall be provided to the charitable organization not more than twenty days after the copy is requested by the charitable organization. The final accounting shall be kept by the commercial co-venturer for a period of three years, unless the commercial co-venturer and the charitable organization mutually agree that the accounting should be kept by the charitable organization instead of the commercial co-venturer.

HISTORY: L 1993, c 206, pt of § 1; am L 2004, c 93, § 6; am L 2008, c 174, § 5, effective July 1, 2008.

That's all I know of right now.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs

RE:

Benefit Concert

and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Howard Todo [<mailto:htodo@hawaii.edu>]
Sent: Monday, June 25, 2012 2:14 PM
To: Ryan Akamine
Cc: Paul Kobayashi; 'Jim Donovan'; 'Carl Clapp'; Darolyn H. Lendio
Subject: Re: Benefit Concert

Ryan, what are the required statutory disclosures, and who is handling those?

Howard

On 6/25/2012 2:08 PM, Paul Kobayashi wrote:

Aloha Ryan,
Thank you for the notification. We are working Carl and Tiffany towards making the initial deposit and payment. Please call me if you have any additional comments or questions.
Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Ryan Akamine [<mailto:Ryan.Akamine@hawaii.edu>]
Sent: Monday, June 25, 2012 1:47 PM
To: Howard Todo (htodo@hawaii.edu); Paul Kobayashi
Cc: Jim Donovan; Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio
Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl

EB:

Benefit Concert

Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 966-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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Attachments:

2012 Agreement for Use of SSC by	2012.06.12 v.final.pdf	69.5 KB
Agreement for Use of Non-Profit Name.pdf		10.6 KB



Wire Transfer # W180118 dtg 26 JUN 12

AB.808
Attachment 1

UNIVERSITY OF HAWAII
Wire Transfer Form

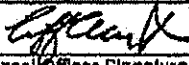
Date:	<u>6 / 25 / 12</u>	
UH Document No.:	<u>A258234</u>	
Amount of Transfer (US Dollars):	<u>\$ 200,000.00</u>	
Foreign Currency Transfer*:	Yes ___ No <u>X</u>	
If yes, Foreign Exchange (F/X) Code:	_____	
Requesting Department Information:		
Department/Program:	<u>Athletics Department</u>	
Contact Person Name:	<u>Tiffany Kuraoka</u>	
Contact Person Phone No./email address:	<u>956-6505/tkuraoka@hawaii.edu</u>	
Vendor/Payee Information:		
Name:	_____	
Address:	_____ _____	
Bank Account Number:	_____	
Invoice Number:	<u>A258234</u>	
Vendor/Payee Bank Information:		
Bank Name:	<u>Bank of America</u>	
Address:	<u>390 N. Orange Avenue</u> <u>Orlando, FL 32801</u>	
ABA Routing Number (US Wires):	_____	
SWIFT Code (Foreign Wires):	_____	
Special Note to Vendor/Payee or Vendor/Payee Bank (optional):		
 Fiscal Officer Signature	<u>6 / 25 / 12</u> Date	<u>Tiffany Kuraoka</u> Name (Print or Type)
<u>067</u> F. O. Code	<u>956-6505</u> Phone Number	
DISBURSING OFFICE USE ONLY		
Wire Transfer Number:	<u>W180118</u>	
<small>General Instructions: Submit this document to the Disbursing Office with an approved Purchase Order or Authorization for Payment Form. *If foreign currency wire transfer amount is greater than \$25,000.00, contact the Disbursing Office for further instructions.</small>		

Exhibit D



From: Tiffany Kuraoka <tkuraoka@hawaii.edu>
Sent: Tuesday, July 24, 2012 8:04 AM
To:
Subject: Fwd: Scan from a Xerox Phaser MFP

Hi

Attached is the email string between Michele Inouchi, a Athletics Department Business Office worker and Alan Kimura. Please let me know if you have any questions.

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

----- Forwarded message -----

From: Michele Inouchi <mkaminag@hawaii.edu>
Date: Mon, Jun 25, 2012 at 4:40 PM
Subject: Re: Scan from a Xerox Phaser MFP
To: Alan Kimura <alankimu@hawaii.edu>
Cc: tkuraoka@hawaii.edu

Hi Alan,

Sorry...the 3400 was an error. The payment should be made from 095608/2530. We used that account as a holding account since this event is considered an outside user event. The account may have Aloha Stadium on it but it's the account being used to deposit the sales for this event. (we used the same account for the event) This event will take place in August.

Please let us know if you have further questions.

Thanks,
Michele

On Mon, Jun 25, 2012 at 4:15 PM, Alan Kimura <alankimu@hawaii.edu> wrote:

>

> Hi Tiffany & Michele!

>

> Thank you, I received the wire transfer attachment form. In reviewing the payment doc, there are some errors. First, the description field has a subcode of 3400. Second, the account code & subcode is a GL account with subcode 2530.

EXHIBIT E

>
> I am assuming that you want it consistent as 2530 instead of 3400. Is there any reason why you are using a GL account (095608) instead of your normal revolving account for the \$200K prepayment? The last page on your payment doc has the breakdown of figures for the Aloha Stadium. Are these preticket sales? Please advise.

>
> Alan K.

>
>
>
>
>

> On Mon, Jun 25, 2012 at 3:56 PM, Michele Inouchi <mkaminag@hawaii.edu> wrote:

>>

>> Hi Alan,

>>

>> Attached is the University wire transfer form that Tiffany signed off on.

>>

>> Please let me know if you need anything further.

>>

>> Thanks so much for your assistance with this payment.

>>

>> Michele

>>

>>

>> ----- Forwarded message -----

>> From: do_not_reply@hawaii.edu <do_not_reply@hawaii.edu>

>> Date: Mon, Jun 25, 2012 at 3:41 PM

>> Subject: Scan from a Xerox Phaser MFP

>> To: Michele <mkaminag@hawaii.edu>

>>

>>

>> Please open the attached document. It was scanned and sent to you using a Xerox Phaser MFP. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.

>>

>>

>>

>>

>>

>> --

>> Michele Inouchi

>> University of Hawai'i

>> Athletics Business Office

>> 1337 Lower Campus Road

>> Honolulu, HI 96822

>> wk 808.956.7160 | fax 808.956.4637

>>

>>

>

--
Michele Inouchi
University of Hawai'i
Athletics Business Office
1337 Lower Campus Road
Honolulu, HI 96822
wk 808.956.7160 | fax 808.956.4637

--



Fwd: concert

Howard Todo [htodo@hawaii.edu]

Sent: Friday, June 29, 2012 9:58 AM

To: Roni Schack [schack@hawaii.edu]

Attachments: Scan 001.pdf (620 KB) ; htodo.vcf (397 B)

Final one to print.

Thanks,

Howard

----- Original Message -----

Subject: concert

Date: Thu, 28 Jun 2012 19:16:22 -1000

From: Paul Kobayashi <pyk@hawaii.edu>

To: htodo@hawaii.edu

Hi Howard,
For your information.

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Tiffany Kuraoka [<mailto:tkuraoka@hawaii.edu>]

Sent: Friday, June 22, 2012 1:55 PM

To: Paul Kobayashi

Subject: Fwd: Scan from a Xerox Phaser MFP

Paul,

Exhibit F

Attached is the contract for the concert. Please keep the information confidential. Carl said that the contract was definitely approved by General Counsel. Please let me know if you have any questions. Thanks.

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

----- Forwarded message -----

From: do not reply@hawaii.edu <do not reply@hawaii.edu>
Date: Fri, Jun 22, 2012 at 1:25 PM
Subject: Scan from a Xerox Phaser MFP
To: Tiffany <tkuraoka@hawaii.edu>

Please open the attached document. It was scanned and sent to you using a Xerox Phaser MFP. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.



Re: Scan from a Xerox Phaser MFP

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Friday, June 29, 2012 10:55 AM

To: Tiffany Kuraoka [tkuraoka@hawaii.edu]

Tiffany,

The attached was a draft copy of the agreement with . This agreement is with
and : only. We do not have a signed copy since the agreement is between the agent
and the promoter.

Rich

On Fri, Jun 29, 2012 at 9:02 AM, Tiffany Kuraoka <tkuraoka@hawaii.edu> wrote:
Rich,

Do you have a signed copy of the attached agreement? If you do, can I
get a copy of the signed page? Upper campus is asking about it.
Thanks.

----- Forwarded message -----

From: do_not_reply@hawaii.edu <do_not_reply@hawaii.edu>

Date: Fri, Jun 29, 2012 at 8:46 AM

Subject: Scan from a Xerox Phaser MFP

To: Tiffany <tkuraoka@hawaii.edu>

Please open the attached document. It was scanned and sent to you
using a Xerox Phaser MFP. For more information on Xerox products and
solutions, please visit <http://www.xerox.com>.

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit G



Re: Payment to

for

Benefit Concert

Page 1 of 1

Re: Payment to for Benefit Concert

Michele Inouchi [mkaminag@hawaii.edu]

Sent: Friday, June 22, 2012 4:47 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Attachments: w9 - blank.pdf (158 KB)

Rich,

I'm not sure what's the latest on this concert...if the payment is going through us?? Anyway...since I can see that there is not vendor code...they will need to provide a W-9 if we get the payment approved.

Here's a blank W-9.

I can ask for the vendor code to be created, but I'm just waiting to get the go ahead from Tiff...after the controller approves it.

Michele

On Fri, Jun 22, 2012 at 10:47 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Carl

Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everthing in place to either wire transfer or have a check out to overnight mail to the Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Michele Inouchi
University of Hawaii
Athletics Business Office
1337 Lower Campus Road
Honolulu, HI 96822
wk 808.956.7160 | fax 808.956.4637

Exhibit H

<https://owa.hawaii.edu/owa/?ac=Item&t=IPM.Note&id=RgAAAACVPmk1eYDZRaRk9F...> 7/18/2012



Re: - request

Michele Inouchi [mkaminag@hawaii.edu]

Sent: Monday, June 25, 2012 2:51 PM

To: Tiffany Kuraoka [tkuraoka@hawaii.edu]

Cc: Carl Clapp [cclapp@hawaii.edu]; Richard Sheriff [rsheriff@hawaii.edu]

Payment has been processed. Bryson will hand carry the documents to Disbursing Office to Alan Kimura in about half an hour in hopes to get the wire payment in by 10am tomorrow.

On Mon, Jun 25, 2012 at 1:37 PM, Tiffany Kuraoka

<tkuraoka@hawaii.edu> wrote:

FYI, Paul Kobayashi has approved us creating the vendor code and processing payment to . Keri just informed me all the deposits have been made. We are now waiting for the vendor code to be created.

On Mon, Jun 25, 2012 at 11:28 AM, Michele Inouchi

<mkaminag@hawaii.edu> wrote:

JR,

As preparation for payment to , attached is our vendor maintenance request. I have also attached the bank information for the wired payment.

Please let me know if you have any questions or if any additional information is needed.

Michele

Michele Inouchi

Exhibit I

University of Hawai'i
Athletics Business Office
1337 Lower Campus Road
Honolulu, HI 96822
wk 808.956.7160 | fax 808.956.4637

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

Michele Inouchi
University of Hawai'i
Athletics Business Office
1337 Lower Campus Road
Honolulu, HI 96822
wk 808.956.7160 | fax 808.956.4637



Kathleen Cutshaw

From: Kathleen Cutshaw
Sent: Thursday, June 28, 2012 6:54 PM
To: 'Tiffany Kuraoka'
Subject: concert

Hi there. Just learned about this and am greatly concerned. Can you fill me in on what is going on, dates, commitments and who is leading this. Did Virginia approve this?

Kathy

Exhibit J



Kathleen Cutshaw

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>
Sent: Friday, June 29, 2012 9:01 AM
To: Kathleen Cutshaw
Subject: Fwd: Scan from a Xerox Phaser MFP
Attachments: Scan 001.pdf

Hi Kathy,

Attached is the agreement that states the \$200,000 figure. I will check with Carl and Rich to see if they have a signed copy. Please let me know if you have any other questions.

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

----- Forwarded message -----

From: do_not_reply@hawaii.edu <do_not_reply@hawaii.edu>
Date: Fri, Jun 29, 2012 at 8:46 AM
Subject: Scan from a Xerox Phaser MFP
To: Tiffany <tkuraoka@hawaii.edu>

Please open the attached document. It was scanned and sent to you using a Xerox Phaser MFP. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.

Exhibit K

ENGAGEMENT MEMORANDUM AGREEMENT

This AGREEMENT made this 16th day of April, 2012, by and between
whose address is
Hawaii, , USA for The Athletic Department of the University of
Hawaii whose address is Athletic Department, University of Hawaii Lower
Campus, Honolulu, Hawaii 96822 USA hereinafter referred to as
"Company", and whose address is
In conjunction with

hereinafter referred to as the "Booking Agent".

WHEREAS, Company engages the services of Booking Agent as the
Booking Agent for a performance/s event scheduled for August 18, 2012
at the Venue: Stan Sheriff Arena, University of Hawaii, Honolulu Hawaii,
with a reserve on the nights of August 17/19 2012 hereinafter "The
Event or Performance/s"; and

WHEREAS, Booking Agent to provide services as the Booking Agent for
Event/Performance/s;

NOW, THEREFORE, It is agreed as follows:

1. Term: Company and Booking Agent to finalize the engagement points
and date verbally agreed to by

" that shall commence upon signing of this Agreement and
payment of the 'binder' for the Performance on August 18 2012 of
US\$50,000.00 (US DOLLARS FIFTY THOUSAND) and continue through
to wrap-up of The Event/Performance/s.

2. Services: Company shall provide all financing for The Event. Booking
Agent shall arrange for artist's services for The Event/Performance/s, and
Company shall provide funds to funds for those services by the
Management contract.

3. Artists: As per Company request, Booking Agent is to secure _____ for The Event/Performance listed herein. As such, Booking Agent requires that you remit a binder of FIFTY THOUSAND US Dollars (US\$50,000.00) for pursuance of the Artist '_____' . Funds shall be transmitted to an Escrow account via wire transfer as per the following instructions:

(YOUR COMPANY NAME/BINDER HOLDER)
(YOUR BANKING/BINDER HOLDERS FULL NAME AND ADDRESS)
(YOUR FULL ACCOUNT NUMBER/BINDER HOLDER)
(YOUR/BINDER HOLDERS SWIFT NUMBER)
(YOUR/BINDER HOLDERS IBAN NUMBER)

(a) Upon written acceptance of your offer, you will be issued a Contractual Agreement, in which upon signing a binder of 12.5% (\$50,000 US) of the total Artist fee shall be released to the Artist/Management. Once proof of transfer is received, the Management will release and forward the technical and hospitality requirements (rider) and promotional materials as requested.

(b) The rider will then be reviewed, finalized and agreed to by Company. The Company may announce the performance. The company will deposit the balance of the 50% (\$200,000 US) into Escrow for release to Artist Management.

(c) The Performance "binder" shall then be released to Booking Agents for booking fees/agency commission disbursements. Beneficiaries in this agreement for commissions are _____ and

_____ to the sum of US\$40,000.00 (FORTY THOUSAND US DOLLARS) in total and

US\$10,000.00 (TENTHOUSAND US DOLLARS)

(d) Balance 50% (\$200,000) payable and due 2 weeks before the performance. Offer includes airfares r/t from USA not to exceed 17.

(e) These monies shall be deposited in an Escrow account created by Company in an accredited financial institution with the instructions thereto as directed by all parties to this agreement.

(f) If, at any point until the Performance is complete, all the funds deposited and/or dispersed shall be 100% refundable (minus Escrow fees) if the default is the responsibility of the Artist.

4. Notices: Any notice under this Agreement shall be in writing and shall be considered given when mailed by registered mail, return receipt requested, or by personal delivery, via messenger, or express mail delivery (with delivery confirmation) or facsimile to either party.

5. Entire Agreement; Amendments: This Agreement sets forth the major points between the parties and contains the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an Agreement in writing signed by the parties hereto.

6. Governing Law: This Agreement will be governed by the laws of the UNITED STATES OF AMERICA without regard to conflicts of laws principles.

7. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of HAWAII, UNITED STATES OF AMERICA

IN WITNESS WHEREOF, the parties enter this Agreement as of the date set forth above.

ATHLETIC DEPARTMENT
UNIVERSITY OF HAWAII

By: _____
Authorized Signatory/Date

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date



Kathleen Cutshaw

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>
Sent: Friday, July 06, 2012 3:43 PM
To: Kathleen Cutshaw
Subject: Re: concert

Hi Kathy,

Sorry I missed your call, I was with Paul and Sandy in the Steering Committee meeting. Yes, I will make sure that we do not process any further payments until the insurance rider has been executed.

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

On Fri, Jul 6, 2012 at 3:14 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:

> Hi Tiffany

>

> It is my understanding that the insurance rider has not been executed yet. Until this insurance issue has been finalized, you are not authorized to make any further payments to the promoter.

>

> I tried to give you (and Carl) a call but both of you are in meetings. Thus, the email.

>

> Thanks.

>

> Kathy

>

> Kathy Cutshaw

> Vice Chancellor for Administration, Finance & Operations University of

> Hawai'i at Manoa

> 2500 Campus Road

> Hawaii Hall 307

> Honolulu, HI 96822

> (808) 956-9190

>

>

Exhibit L





Office of Intercollegiate Athletics • 1337 Lower Campus Road • Honolulu, Hawai'i 96822-2370

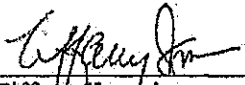
March 21, 2007

TO: Michael P. Wong
Director of Disbursing and Payroll

FROM: Director of Athletics

REASON: Delegation of Purchasing Authority

Pursuant to Executive Policy E8.106, I would like to delegate my authority to execute contractual documents for procuring goods and services with moneys from the University of Hawaii at Manoa Intercollegiate Athletics Revolving Fund to Tiffany Kuraoka, Assistant Athletic Director for Business Operations immediately. Please let me know if you have any questions. 956-7301 Below is a Tiffany Kuraoka's signature.



Tiffany Kuraoka

c: Duff Zwald, Director of Procurement
Carl Clapp, Associate Director of Athletics

Prepared by the Office of the
Senior Vice President for Administration
This is a new Policy.

UNIVERSITY OF HAWAI'I

EXECUTIVE POLICY - DELEGATION OF AUTHORITY November 1997

P 1 of 1

ES.106 Authority to Execute Contractual Documents for Procuring Goods and Services and Entering into Cooperative Agreements for the Office of Intercollegiate Athletics, University of Hawai'i at Mānoa

Source of Delegation:

Board of Regent's Bylaws and Policies, Section 8-1a;
2-2(b) (4)

Authority Delegated to:

Director of Intercollegiate Athletics, University of Hawai'i at Mānoa, and his designees to execute contractual documents for procuring goods and services with moneys from the University of Hawai'i at Mānoa Intercollegiate Athletics Revolving Fund and for entering into cooperative agreements for the Office of Intercollegiate Athletics, University of Hawai'i at Mānoa.

Effective Date of Delegation:

November 1, 1997



Date of Interview: August 10, 2012
Interviewee: Tiffany Kuraoka
Fact-Finder Conducting Interview:

1. I, Tiffany Kuraoka, was interviewed by _____ on Friday, August 10, 2012.

2. The interview was via telephone conference.

3. _____ was present in my office during the interview.

4. _____ explained that the same procedures and disclosures that were in place during our initial interview on July 25, 2012, continue to apply. I acknowledged this and stated that I did not need _____ to review them with me again.

5. _____ asked me about the _____ Invoice dated 06/25/12, being Invoice # A258234A (the _____ Invoice"). I stated to _____ that the invoice was prepared by someone in my office, most likely either Michelle Inouchi or a student worker. I previously referred to the invoice as a "dummy" invoice and I understand that such invoices are sometimes also referred to as "pro forma" invoices.

6. _____ asked me to describe the purpose for preparing such "dummy" or "pro forma" invoices. I stated that the Disbursing Office will generally require an invoice before it will process a request that payment be made. Thus, if an invoice is not available, an invoice will sometimes be prepared by my office.

7. _____ asked me to identify other circumstances that I recall during which "dummy" or "pro forma" invoices are created by my office. I stated that the instances I recall are those where the University sells tickets for a third party and the request for payment is essentially a request to transfer the funds for whose benefit the tickets were sold. In those instances, the University does not receive an invoice for the amount of the tickets sales proceeds being held. Therefore, a "dummy" or "pro forma" invoice is created. After my interview, I recalled other instances which involved the preparation of "dummy" or "pro forma" invoices and I contacted _____ on August 13, 2012, to inform him of these instances. Specifically, the University's Athletic Department is required to make payments to officials and referees for numerous Western Athletic Conference ("WAC") sporting events. This typically involves officials assigned by the WAC for WAC sporting events. Each official or referee is paid by check before the event. The University does not receive invoices from the officials for their payments. Therefore, "pro forma" or "dummy" invoices are prepared as part of the information submitted to the Disbursing Office when the request for payments for officials is made. In these instances, a vendor code is created for each official and referee who receives a payment from the University. These payments apply to a substantial majority the payments made to referees or officials involving University sports events and therefore involve hundreds of payments each year. There are exceptions to this process, most notably, those involving sporting events held by University teams that are not part of the WAC such as water polo and men's volleyball. I do not know how the process for payments to officials will work with UH leaving the WAC.

8. asked me if the Disbursing Office has any way of knowing that the invoice presented is one prepared by my office. I stated that I am not sure if it does.

9. directed my attention to a stamp on the middle of the page on the The stamp has three entries: (i) Date, Invoice Received, (ii) Date, Goods/Svcs Received, and (iii) Voucher No. It is my understanding that Disbursing Office policies require this stamp on invoices. On my copy of the the stamped lines next to the entries for the dates (items (i) and (ii) referred to above) are filled in with a handwritten date, namely "06/25/12." These date entries were likely handwritten by someone in my office. On my copy of the , the stamped Voucher No. line is blank.

10. asked me if it was accurate to list 06/25/12 as the date Invoice was "received." I stated that, for purposes of this particular invoice, I viewed the reference to date "Received" as a reference to the date by which payment was needed.

11. asked me if any goods or services were received as of 06/25/12. I stated that the reference to "Goods/Svcs Received" more accurately is an indication that the funds described in the invoice were available as of 06/25/12.

12. I do not know if anyone in my office was instructed to prepare the In response to a request from I stated that I would follow up with Michelle Inouchi regarding his question and report back to regarding Ms. Inouchi's response. I did this and I was informed by Ms. Inouchi as follows: (i) Ms. Inouchi did not prepare the (ii) one of the student workers in the business office prepared the invoice, (iii) the student worker was not instructed by anyone to prepare the invoice but, and (iv) it appeared to Ms. Inouchi that the amount of the payment was supported by the Facility Use Agreement. I reported this additional information to on August 13, 2012.

13. In my earlier interview with , I stated my belief that the \$200,000 payment to was not a payment that fell within the University's procurement policies and procedures. My belief is based on the fact that procurement typically involves a purchase order for the purchase of goods or services. In this situation, the University was not receiving goods or services.

14. Prior to the start of my interview, emailed me a copy of Policy A8.839 and asked me to have a copy of the policy available during the interview. I informed that I have seen this policy before and that I do not believe it applies to the \$200,000 payment to This policy applies to "payables" and the payment to did not involve an account payable. An account payable would involve a situation where goods or services are received by the University, such as the delivery of football helmets accompanied by an invoice for the helmets received. In this situation, goods and services were not received by the University and, therefore, this was not an accounts payable. Instead, this was a transfer of funds that were deposited in an agency or holding account.

15. asked me if goods or services were to be received at a later date. I stated that I did not believe that to be the case.

16. Prior to the start of my interview, [redacted] emailed me a copy of Policy A8.861 and asked me to have a copy of the policy available during the interview. I informed [redacted] that I have seen this policy before. This policy applies to authorizations for payment. There are two types of authorization for payment forms: (i) those that are manually generated, and (ii) those that are system generated. Policy A8.861 applies to both forms.

17. The \$200,000 payment to [redacted] was made pursuant to an Authorization For Payment that was system generated. Thus, Policy A8.861 applies to the payment.

18. Paragraph 3.d. of Policy A8.861 lists certain Disbursing Office Document Requirements. These document requirements include: (i) the original Authorization for Payment ("AFP") form, and (ii) the original (or certified as original) itemized invoices/receipts and other supporting documents. It is my understanding that a "dummy" or "pro forma" invoice satisfies the invoice requirement described in paragraph 3.d. of Policy A8.861.

19. I am not aware of any policy or procedure that discuss whether it is appropriate or inappropriate to create and use "dummy" or "pro forma" invoices to satisfy the invoice requirement in Policy A8.861.

20. I generally recall a situation, approximately five years ago, where my office sent an AFP to the Disbursing Office for payment and the AFP was not accompanied by an invoice. In the situation I recall, the request for payment was denied and I was instructed by the Disbursing Office to create a "dummy" invoice and resubmit the AFP for approval. The person who instructed me was likely the then head of the Disbursing Office, [redacted]. After this instance, my office has from time to time submitted AFP's that have been accompanied by "dummy" or "pro forma" invoices.

The foregoing is a true and accurate summary of my statement to the fact finder.



TIFFANY KURAOKA

8/16/12

Date

Human
Resources
Information
NetworkAPT Broadband
Administration Panels● [Search for another PD](#)[View Permanent Redescription Information](#)

Position: 0080014, INSTITUTIONAL SUPPORT

Approved Date & Time: 9/13/2011 9:05:24 AM
Effective Date: 9/16/2011

Position Information:

Band: C

Career Group: Institutional Support Group

Functional Title: ADMINISTRATIVE SVCS

Campus: MA

College/Office: INT ATHLETICS UHM

Geographic Location: MAN

Department:

Section:

Unit:

Bargaining Unit Code: 08

Employing Agency Code: 22460000

Supervisor: ASSOC ATHLETIC DIRECTOR, 0089244

Account Code: R920

Duties and Responsibilities

- Serves as the Asst AD for Business Operations. Responsible for establishing and reviewing the medical insurance claims, payments, reimbursements and refunds pertaining to all medical expenses of student-athlete injuries.
- ** Oversees and manages the financial and business aspects of all revenues and expenses for the Athletic department.
- ** Plan, organize and coordinate the fiscal functions of the Ticket Office including deposits, reconciliation, contracts with third party outlets, account receivables, etc...
- ** Approves all deposits and expenditures from the Athletics University accounts (revolving, general, special, etc.) as well as the Athletics' accounts at the University of Hawaii Foundation.
- ** Manages and administers expenditures to budgeted amounts by authorizing the purchase of equipment, supplies and services.
- Complies, interprets and ensures the implementation of state and federal laws, University and departmental rules, regulations, policies and procedures as they relate to all financial affairs.
- ** Supervises, evaluates and coordinates work activity for business office staff, which includes Personnel Officer and two Administrative Officers and student assistants.
- Participates in auditing activities with outside auditors or other program reviewers.
- ** Responsible for the preparation of all fiscal reports required for the department's annual audit and other entities (i.e. Administration, NCAA, Conference, etc...). Primary contact for all audit inquiries and meetings.
- ** Establishes procedures and operations necessary to prepare detailed budget and budget summaries on a fiscal year and monthly reporting system according to law and the policies of the University.
- Establishes department policy, procedures and system changes for all financial transactions within the department.
- Analyzes departmental financial needs and recommends appropriate action based on budget limitations.
- Supervises transactions related to financial aid and housing.
- Responsible for the maintenance and review of equipment and supplies inventory of the Athletics Department program.
- ** Performs major role in the development, execution, and control of business methods, systems or procedures that are designed to increase overall effectiveness of departmental operations.
- ** Interfaces with other University entities (i.e. Disbursing, Cashier's Office, Treasury, Internal Audit, Procurement & Real Property Mgmt), outside vendors as well as coaches and staff regarding financial issues for the department.
- Provides financial information for specialized projects and capital projects, assisting in the planning and tracking of revenue and expenses for capital projects.
- ** Chief Administrative Officer responsible for providing fiscal and personnel administrative support services to the sports and support programs of the Athletic Department.
- Liaison with the Western Athletic Conference and NCAA relating to financial information for compliance purposes.
- Know, recognize, and comply with the laws, policies, rules, and regulations governing the University of Hawaii and its employees, and the rules of the NCAA and affiliated conferences as now constituted or as may be amended in the future.
- Immediately advises the Director of Athletics or designee if there are reasonable cause to believe violations, whether by employees or students, have occurred or will occur.
- Supervises the Human Resources Department.
- Completes annual EADA and NCAA Financial reports for the department.

- Responds to all Freedom of Information financial requests.
- Reviews and approves all travel documents. Authorizes Panda Travel to ticket team and recruiting travels.
- Creates monthly revenue and expenditure reports and updates overall budget monthly.
- Does all accounting functions for the Athletics Department, including all journal entries and year-end closing entries.
- Other duties as assigned

Judgment Exercised

- Judgments and decisions impact operations, functions, programs, management, or policies of the program or its organizational segments.
- Judgments may impact decisions relative to the management policies or organizational, functional or program group.

Originality

- Recommends constructive ideas to increase the efficiency, effectiveness, and productivity within a specialty area.
- Originates plans, techniques, and/or procedures to apply existing knowledge to ideas, analyses, projects, or tests and evaluations.

Controls Over Position

- General directions are received relative to objectives, critical issues, new concepts, and policy matters.
- Supervisory approval is obtained on proposed work efforts, but the incumbent is allowed some latitude for exercise of independent judgment.
- In special or unique cases when the full performance level or growth potential does not exceed Band II, the incumbent works independently with a great deal of latitude and minimal direction.
- The incumbent may recommend or establish policy and procedures applicable to an assignment.
- The incumbent works independently without close supervision and performs most assignments with instructions as to the general results expected.

Supervision Exercised

- Monitors, coordinates, or directs the work of lower level personnel, clerical assistants and/or student assistants.
- Supervises and directs both administratively and technically a small organizational group.

Minimum Qualifications

Education and Professional Work Experience

- Possession of a baccalaureate degree in business administration or related field including courses in the fundamentals of financial and or cost accounting and 6 year(s) of progressively responsible professional experience with responsibilities for in accounting including three years of supervisory experience; or equivalent education/training or experience.

Knowledge, Skills and Abilities

- Advanced and comprehensive knowledge and understanding of a wide range of developing and emerging concepts, principles and methodologies of the assigned financial or cost accounting.
- Comprehensive knowledge and understanding of a wide range of principles, theories, federal and state laws and systems associated with financial or cost accounting.
- Demonstrated ability to understand problems from a broad interactive perspective and use reasoning to discern underlying principles and issues when problem solving, and apply creative thinking to resolve problems in new and unprecedented approaches.
- Demonstrated written and verbal competence in presenting ideas, concepts and models clearly using persuasion and negotiation to build consensus and cooperation.
- Demonstrated ability to establish and maintain effective working relationships with internal and external organizations, groups, team leaders and members, and individuals.
- Demonstrated ability to operate a personal computer and apply word processing software.
- For supervisory work, demonstrated ability to lead subordinates, manage work priorities and projects, and manage employee relations.

Equivalencies

- Any equivalent combination of education and/or professional work experience which provides the required education, knowledge, skills and abilities as indicated.

Supplemental Minimum Qualifications

- Knowledge of accounting principles, theory and practices including government accounting.
- Knowledge of supervisory principles, practices and techniques.
- Skill in establishing and maintaining effective working relationships.
- Skilled in PC and related software such as Excel.
- Knowledge of NCAA and Conference policies and procedures.
- Knowledge of University policies and procedures.

Desirable Qualifications

- Certified Public Accountant.

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May-2-2002

Date of Interview: July 17, 2012
Interviewee: Richard C. Sheriff
Fact-Finder Conducting Interview:

I, Richard C. Sheriff, was interviewed by _____ on Tuesday, July 17, 2012.

The interview was conducted at the offices of _____

My attorney, _____ was present at the interview.

_____, a representative of the Hawaii Government Employees Association ("HGEA"), also was present at the interview.

_____, a partner of _____, was present at the interview.

_____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

_____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred. Accordingly, pursuant to the collective bargaining agreement covering my position, _____ of the HGEA was present at the interview.

The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

_____ stated that he had not yet been provided with many documents from the University related to the proposed concert, including any emails in my computer; therefore, it would likely be necessary for _____ to conduct a follow up interview of me after he receives additional documents from the University.

The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

I have been the Arena Manager of the Stan Sheriff Center since June 1994. I have been employed with the University for approximately 19 years. I have worked with the University's football program for approximately one year. As the Arena Manager, I am

responsible for the day-to-day operations of the Center, event management, coordination of various arena staff members, and the scheduling of practices and events at the Center.

- I report to the Assistant Athletics Director – Facilities/Events, Teri Wilhelm Chang (“Chang”). In regards to certain events, I typically approach the Athletics Director, Jim Donovan (“Donovan”), directly.

- Two Assistant Arena Managers report to me: Russ Gima and Kekoa Seward.

- I was asked whether my position constitutes a “program head” as defined in Administrative Policy A8.025(3)(a). I answered in the negative.

- I was asked whether my position constitutes a “fiscal administrator” as defined in Administrative Policy A80.25(3)(b). I answered in the negative.

- I am familiar with a company called (“ ”), a promoter and producer of entertainment events of all sorts. I understand that (“ ”) is the owner of . I am generally familiar with ’s work on various entertainment events in Hawaii.

- previously approached the University in 2002 regarding an opportunity to hold a concert at the Center. The event did not go forward because of conflicts with the use policy of the City and County of Honolulu. and I stayed in touch over the years, and I am aware of the shows he has promoted. I am not aware as to whether has dealt with anyone else at the University other than the concert I mentioned and the concert at issue.

- approached me in approximately late April 2012 with an opportunity to book for a concert at the University. said that he wanted to give back to the University because he is an alumnus. said that he had been contacted about wanting to come back to Hawaii. was willing to do the concert in Honolulu with a concert to follow at the Maui Cultural Arts Center. I told that I would have to take the proposal to Jim Donovan.

- I informed Donovan of ’s proposal. We discussed holding the concert as a fundraiser for the Athletics Department. I cannot remember if suggested the idea of doing the concert as a fundraiser or if Donovan and I came up with the idea as a way to comply with the University’s facility use policies. Associate Athletics Director Carl Clapp (“Clapp”) might have been involved in the discussions as well. In any event, based on experience, I was aware that the City and County of Honolulu might have issues with us hosting the concert if it were not a fundraiser.

- Donovan asked me to check with the City to see if it had objections to the University hosting the concert as a fundraiser for the Athletics Department. I approached of the Neal S. Blaisdell Center. told me that the City did not have a problem with the University hosting the concert if it was done as a fundraiser. I informed the University’s legal counsel that the City did not object to the concert.

- I am not aware of anyone raising a question as to why [redacted] would agree to do a concert as a benefit to the Athletics Department. The fact that [redacted] said that [redacted] was willing to do a teleconference interview to talk about the concert allayed any concerns I had about whether [redacted] was on board with the deal.

- We use a standard facility agreement for smaller events. Such agreements are prepared by the Facilities Use Office, signed by Chang, and then pushed to individual facilities managers. I would sign those agreements as the facilities representative for the Center. For a bigger event like the [redacted] Concert, University's legal counsel would get involved.

- Ryan Akamine ("Akamine") of the University's Office of General Counsel worked on drafting an agreement that culminated in the Facilities Use Agreement that was executed by Carl Clapp on behalf of Donovan for the University and [redacted] on behalf of [redacted]. I was copied on the emails sending drafts of the Facilities Use Agreement back and forth but I played no role in drafting or negotiating the terms of the document, nor did I comment on the drafts. Donovan and the University's legal counsel represented the University and [redacted] represented [redacted] in negotiating the Facilities Use Agreement. I do not know if [redacted] was represented by an attorney in the negotiations. No other offices in the University were involved in negotiating the document. I believe there were seven drafts of the Facilities Use Agreement before the final version was executed.

- [redacted] directed my attention to language on page 3 of the Facilities Use Agreement referring to the submission of a detailed schedule by [redacted] of the planned use of the Center. I never received the schedule referred to in the Facilities Use Agreement.

- [redacted] directed my attention to paragraph 4 of the Facilities Use Agreement referring to an event fee. I passed along information pertaining to the event fee, but I had no decision making authority on the matter. This was an issue for the Athletics Director and [redacted]. I do not know who decided on the figures that were inserted into that paragraph, nor do I know if there was any study or analysis that went into the selection of those figures. If a study was done, it was not by me.

- I am unaware if 'Ahahui Koa Anuenue was involved in the negotiations over the Facilities Use Agreement.

- I was shown a copy of a document entitled "Engagement Memorandum Agreement." I have seen the agreement before. [redacted] sent me a copy of the agreement via email. I read through it, but reviewing the document is not the sort of task done by someone at my level. I do not know if the copy of the agreement I received was signed.

- I do not recall if I gave a copy of the Engagement Memorandum Agreement to Donovan. I did not give a copy to the Chancellor's office. I did give a copy to Akamine, probably in May. He said that the University would not get involved with the Engagement Memorandum Agreement, and advised me to tell [redacted] that the University would enter into a contract with [redacted] and no one else. I do not recall if that advice was conveyed to me verbally or in writing. No one at the University drafted, negotiated, or signed the Engagement Memorandum Agreement.

• I was comfortable with [redacted]'s reputation based on seeing their name in connection with various events and from talking to people within the local entertainment industry. I talked to people who worked for Rhema, a local audio company, and Theatrics, a lighting company that had just recently done work for a show at the Center. Their feedback about [redacted] was positive. Clapp also mentioned to me that he had checked into [redacted] and gotten good reviews. I do not know what specific steps Clapp took to investigate [redacted].

• I believed [redacted] was knowledgeable about [redacted]'s representation and management because he said that he was involved in the concert that [redacted] did in Hawaii twenty years ago.

• I do not know if [redacted] was communicating with anyone at the University regarding the [redacted] concert other than me.

• I am familiar with an entity named [redacted] (" [redacted] "). [redacted] told me that [redacted] was the booking agent he was working with to secure [redacted] for the concert. I do not know who owns [redacted]. Based on paperwork that [redacted] produced to us, I believe [redacted] is based in Miami, Florida. I do not know if there is a relationship between [redacted] and [redacted], or whether the two companies had previously done business together. To my knowledge, the University has not previously used the services of [redacted].

• [redacted] also mentioned the name of a [redacted] in connection with [redacted], but he did not tell me anything specific about her. [redacted] did not tell me how he knows [redacted]. I do not know [redacted]'s position or title, background, or job duties at [redacted]. I have never had any contact with [redacted]. I do not know if anyone at the University has spoken to [redacted].

• I did not do anything to investigate the background of [redacted], as I relied on [redacted]'s expertise. In a conversation with Clapp in approximately mid to late June, after the University entered into the Facilities Use Agreement with [redacted], Clapp mentioned that he had looked into [redacted] and found out that they had not been in business very long, perhaps 14-18 months. I replied that I did not know anything about that.

• I have heard of an entity named [redacted] (" [redacted] "), but I do not remember from where or whom. I do not know who owns [redacted], where it is based, how many employees it has, or what services it provides. I do not know if there is any relationship between [redacted] and [redacted] or whether they have previously done business together. To my knowledge, the University has not previously used the services of [redacted]. I did not do anything to investigate the background of [redacted], nor do I know whether anyone else at the University investigated the background of [redacted].

• I have heard that [redacted] (" [redacted] ") is the manager of [redacted] and [redacted]. Other than that, I do not know anything else about [redacted]. I do not know if [redacted] and [redacted] know each other. I have never spoken to [redacted], the person who does media promotions for [redacted], gave me [redacted]'s email address, but I never sent an email to him. I am not aware if anyone at the University has ever spoken to [redacted].

• I was asked whether I am familiar with the names [redacted] and [redacted]. I am not.

• I have heard of an entity named _____ I believe I heard mention the name of the company after the cancellation of the _____ concert. To the best of my knowledge, _____ was a company that _____ or _____ was working with. I have also heard of the name _____ in conjunction with _____.

• I became aware of an entity named _____ during the time when the concert deal was falling apart. _____ told me that he was trying to work around _____ to book _____ did not believe that _____ had the sole right to book _____.

• The original date that _____ proposed for the concert was August 11. Later, _____ said that _____ was doing a show in San Francisco on August 11, so he asked if the University could host the concert on August 18. The date was available. I discussed the possible date change with Donovan, and he told me to check if the City had any problems with us holding the concert on August 18. I checked with the City and confirmed via email that they had no issues with the new date.

• The University of Hawai'i Foundation was not involved in the concert.

• _____ told me he got approval to obtain ticket reservations (i.e., pre-sales) from 'Ahui Koa Anuenue (the University Athletics booster club), corporate sponsors, and season ticket holders so that he could collect sufficient funds for the deposit toward the concert. A meeting to discuss pre-sales was attended by Chang; Walter Watanabe ("Watanabe"), the Ticket Manager; Vince Baldemor, President of 'Ahaui Koa Anuenue; and John McNamara ("McNamara"), the Associate Athletics Director – External Affairs. Mr. Donovan did not attend the meeting. The meeting occurred after the Facilities Use Agreement was signed.

• 'Ahaui Koa Anuenue announced the pre-sale of tickets for the concert to its members. At the same time, the corporate partners of the Athletics Department did the same with their people. Baldemor and his assistant, Carol Gouveia, headed up the effort. On the corporate side, John McNamara left it to Brent Inouye, the Corporation Relations Manager.

• I was told that the money collected from the pre-sales would be held for the concert. I did not deal with financial matters. The box office was involved with the ticket pre-sales, and the marketing office got information from the box office.

• I was shown an Authorization For Payment form. I have seen this document before. Either Kuraoka or Clapp instructed me to prepare the document, which I did. This is a standard form I use for purchases. No changes were made to the form after I sent it.

• I am listed on the Authorization For Payment form as the "Requisitioner," meaning I am the person requesting payment of funds. The form also lists Clapp as being the Purchasing Officer, which means he is the one making the purchase. Those designations on the form are correct.

• The Authorization For Payment form goes up the chain after I submit it. I do not know what else happens to it after I submit it.

- I do not know what the letter and number codes listed on the Authorization For Payment Form mean; they are assigned by the University. I do not know who assigns the codes. Kuraoka might know.

- The Authorization For Payment form has a box labeled "Deliver Prepaid Via." The form I prepared has the words "Best way" typed in that box. This is a box that must be filled in on the form. I entered "Best way" to put something in the box.

- No one at the University asked to see a copy of any contract with in connection with the Authorization For Payment form. I did know that Carl Clapp had a copy that he signed.

- I am aware that the University made a \$200,000 wire transfer on June 25, 2012. Based on what said, the transfer was made to an escrow account. However, I do not know if an escrow account was actually set up; that is beyond my scope of knowledge. I was not tasked with determining if an escrow account was set up to receive the \$200,000 transfer, and I do not know if anyone was. I also do not know if escrow instructions were prepared, if anyone was tasked with preparing instructions, under what conditions the funds placed in escrow could be released, or if there was an escrow officer. I just know that the funds were supposed to go into an escrow account and that they were wired.

- I do not know if it is necessary to present an invoice before the University can make a wire transfer.

- I was shown an invoice from dated July 9, 2012. The date might be incorrect because of a mistake or automatic date updating on the computer. This was the first invoice I received. However, wanted a wire transfer, so I received another invoice from . I passed the invoice on to Kuraoka. This was to facilitate a wire transfer so that the University would not have to cut a check to for forwarding to

- I do not know if the wired funds have been transferred out of the escrow account.

- I am familiar with the University policies applicable to use of the Center. I was shown a copy of Executive Policy E10.202. I am familiar with this policy. I was also shown a copy of Administrative Policy A1.200. I have not seen that policy before.

- To my knowledge, the use of the Center for a concert is a proper use of applicable University policies. We received permission from the City to host the concert because it would be a benefit for the Athletics Department. The concert was approved by my superiors. No one raised any concerns with me regarding the use of the Center for a concert.

- I was asked if I am familiar with the risk management analysis process referred to in Executive Policy E8.207. I am not.

- I believe that the concert was a University use in view of the fact that it was a fundraiser. However, I am not in a position to make that determination.

• Concerts have been held at the Center previously, such as a concert, concerts featuring Filipino performers, and New Hope concerts. The Center has also hosted the Miss Universe pageant. In the case of the concert, the City approached the University to host the event for . In the case of the Miss Universe pageant, the governor asked the University to host the event.

• I am not in charge of approving concerts. Donovan has the final authority within the Athletics Department to approve use of the Center for events held by outside organizations, subject to the authority of the administration above him.

• To my knowledge, the concert is the first to be billed as a benefit concert for the Athletics Department. However, there have been other Athletics Department events at the Center, such as food tasting and wine tasting events.

• I first learned that the concert might not go forward on the scheduled date when from called and yelled at me on the phone. It was either on a Friday or a Monday. I told him he would have to talk to . McNamara told me he also received a similar call. I did not tell anyone else about the call. I did not inquire into the whereabouts of the \$200,000 deposit. I was not assigned that task and I do not know if anyone else was.

• Since the cancellation of the concert, emailed me twice on Saturday (July 14) and once on Sunday (July 15). I told I had no more involvement with the concert. said that he had an agreement and that 's management had the money. He said that the management wanted the full amount for the show. I was instructed not to communicate with other University personnel, so I did not pass on the emails to others although I wanted to.

• I do not know if anyone from the University is still in communications with , or .

• I have never spoken to (" "). I was in a meeting when he called President Greenwood, but I did not speak to him on that occasion.

• I was shown an email chain starting with an email dated July 9, 2012 from to . I am copied on the second email in the string along with a recipient with the email address . I do not recognize that email address.

• I was shown an email chain starting with an email dated July 9, 2012 from to . The second email in the string is an email dated June 25, 2012 that I sent to with a copy to the email address . That email address belongs to , the person who does media promotions for .

• I was shown an email chain starting with an email dated July 9, 2012 from to . The second email in the string is an email dated July 9, 2012 from me to in which I sent him confirmation that the \$200,000 wire transfer went out. I sent the email to in response to his request for confirmation of the wire transfer. I said in the email that I would look for additional documentation, but I did not provide with anything more than

the confirmation I sent. On page 4 of the email chain is an email dated June 22, 2012 from me to Clapp, with copies to Kuraoka, Michele Inouchi ("Inouchi"), Chang, McNamara, Baldemor, and Watanabe. Inouchi is an assistant who works for Kuraoka in the Business Office. She is responsible for setting up the event code. Watanabe works in the Ticket Office and was involved with ticket reservations.

- I did not stand to receive any benefit from the concert going forward.
- I do not have any records relating to the concert that are not in my office or on my office computer.

• provided me with an opportunity to say anything else about this matter in addition to what was covered in the interview. I said that the show was brought to the University. Everybody thought that it was a great opportunity. All I was trying to do was to help the Athletics Department. It is extremely unfortunate the way things turned out.

The foregoing is a true and accurate summary of my statement to the fact finder.

Rui P. Driggs
Name

AUGUST 10, 2012
Date

Date of Interview: August 2, 2012
Interviewee: Richard C. Sheriff
Fact-Finder Conducting Interview:

I, Richard C. Sheriff, was interviewed by _____ on Thursday, August 2, 2012.

The interview was conducted at the offices of _____
My attorney, _____, was present at the interview.
_____, a representative of the Hawaii Government Employees Association ("HGEA"), also was present at the interview.

_____, an associate of _____, was present at the interview.

_____ explained that the same procedures and disclosures that were in place during our initial interview on July 17, 2012, continue to apply. I acknowledged this and stated that I did not need _____ to review them with me again.

_____ asked me about the prior outside events held at Stan Sheriff Center (the "Center"), namely the _____ concert, New Hope Concerts, MMA/K-1 Event, multiple Los Angeles Lakers Events, Toyota 50th Anniversary Car Dealer Meeting, World Volleyball Grand Prix, Olympic Basketball Exhibition, Olympic Gymnastics Trials, Ms. Universe Pageant, and _____ Event. In the typical situation a promoter approaches me. The University sells tickets for the promoter. The contract is prepared by the University General Counsel's office. The money is settled after the event. The University keeps the rental fee and expenses and sends the remainder out. Usually there is an event fee of 10% of the gross ticket sales to ensure that we receive revenue. The promoter pays all staff (including overtime pay) and equipment fees incurred for the event. Events that UH does not collect revenue or ticket sales for we ask the organization to pay prior to the event.

I believe that the University business office settled the _____ concert expenses and after the show, we kept our fee and sent the rest to the promoter.

The New Hope Concerts are straight rental contracts with straight rental fees and expenses paid by New Hope.

The MMA/K-1 Event was a straight rental contract with rental fees and expenses paid by the promoter.

The Lakers Events were a straight rental contract with straight rental fees.
The Toyota event was a set rental fee of \$500,000 and expenses paid by the promoter.

The volleyball, Olympic Basketball and Gymnastic events were expenses only.

- The Ms. Universe Event came to us from the Governor. The rental fee for this event was waived. The Ms. Universe promoter group paid all University expenses, including staff overtime.

- The Event came to us from the University President. The President asked us if the Center could waive the rental fee for this event. The promoter group paid all University expenses, including staff overtime.

- There was no other situation where the University had to use ticket sales money to pay a performer upfront. The Benefit Concert was the first time ticket sales money was used to pay a performer and the first time ticket sales money was used to pay a performer before the event. Payments are usually made after the event.

- Full time employees of the Center can receive overtime pay after 4:30 p.m., Monday through Friday, and on Saturdays, Sundays and holidays, for outside user events.

- For University events, full time employees of the Center do not receive overtime pay. Full time employees may receive a set stipend for cumulative hours worked. This amount is nominal and equates to 5 to 10 cents per hour.

- showed me an email sent to me from (" ") on March 17, 2012, where said that called again. This was the first contact I had with about a possible concert at the Center. Exhibit A.

- showed me an email sent to me from on March 18, 2012, where appears to be asking me for a job. asked me if the University was interested in hiring him to promote events. I told that nothing was available. Exhibit A.

- showed me an email from me to Jim Donovan ("Donovan") on March 19, 2012, regarding a potential concert for the Center. Exhibit B. I recall sending this email to Donovan. This was the first time I mentioned the possible concert to Donovan. In the email I asked Donovan if I could contact Ryan Akamine ("Akamine") at the General Counsel's office regarding the MOU for the Center. I did not contact Akamine at this time. I was directly involved in discussions with the City staff regarding the MOU for the Center. Donovan and I met with and representatives of the City. No one from the General Counsel's office was present.

- showed me an email string between me and , and me and Donovan, on April 3 and 5, 2012. Exhibit C. In the email, states that he was trying to get from 2008. I do not know anything about that. I emailed proposed budget figures to Donovan for the concert on April 5, 2012. The budget is attached to the email. I do not recall discussing the budget figures with Donovan. The budget figures were prepared by . I recall playing with the figures from to see what we could do or use to save money. For instance, we have a stage so if we could use our stage we would save money on the stage rental. suggested that we sell 10,000 tickets. I suggested that we sell 11,000 tickets to make more money. I do not know if anyone else looked at the budget.

• showed me an email from to me on April 11, 2012, regarding the draft agreement for the concert. Exhibit D. The draft agreement was attached to the email to me. I recall receiving this email. I spoke to either Donovan or Akamine about this agreement because the agreement would be between and the University. prepared this draft of the agreement. No one at the University prepared this draft of the agreement. The signature line for the University of Hawaii has my office and cell phone numbers. added my phone numbers to the agreement. I did not add my phone numbers because I do not have signing authority.

• showed me an email from me to on April 19, 2012. Exhibit E. I do not recall sending this email to regarding Donovan's concerns regarding payment of money before the show. To my knowledge Donovan did not have any contact with . If Donovan had concerns he would tell me and I would tell

• showed me an email to me from Akamine on May 2, 2012, where Akamine was commenting on my message to regarding the consent from the City and County and Neal Blaisdell Center. Exhibit F. I do not recall getting this email from Akamine, but I do remember writing the previous email to . In the email from me to sent on May 2, 2012, I did not mention that it was a concert because told me not to let the name out because it could have an adverse effect on the show.

• showed me a fax of a Legal Services Request Form. Exhibit G. I did not prepare this form. I asked Carl Clapp ("Clapp") to get legal counsel to prepare the contract. Clapp told me that a Legal Services Request Form or LSR is required so I asked Clapp to prepare and submit it.

• showed me an email string between me and around May 2 and 4, 2012. Exhibit H. In an email sent on May 2, 2012, refers to something happening several years ago. In the email mentioned that or quoted him \$750,000 for . I do not recall a discussion with several years ago. stated to me that he did not think that had exclusive representation of

• showed me an email string between me and around May 4 and 5, 2012. Exhibit I. Attached to the email is an Event Management Agreement. I gave my comments to the Event Management Agreement and my comments are shown in red. responded to my comments and his comments are in blue. Prior to sending my comments to , I did not get input from anyone else. The comments in red are my comments only.

• showed me a letter dated May 10, 2012, to from Donovan. Exhibit J. I drafted this letter for Donovan to send to . Donovan asked me to prepare this letter for him.

• showed me an email string between me and dated between May 2 and 10, 2012. Exhibit K. I was asked about the email from me to sent on May 10, 2012. In the email I stated that the University legal counsel and head of procurement are suggesting that the University rent the Center and not get involved as a co-

promoter. The head of procurement that I am referring to is Clapp. Tiffany Kuraoka ("Kuraoka") is not the head of procurement. Her only involvement was towards the end when I asked her to send the money out.

- _____ showed me an email string between me and _____ between May 5 and 10, 2012. Exhibit L. Attached to an email from me to _____ is a document of "talking points" for a meeting I was going to have with Donovan. I prepared this document and asked _____ to provide comments.

- _____ showed me an email from _____ to me at my University and personal email addresses sent on May 18, 2012. Exhibit M. In the email _____ referred to a meeting that was held on May 18, 2012. I attended the meeting with _____, Teri Chang ("Chang"), John McNamara ("McNamara"), Walter Watanabe ("Watanabe"), and Vince Baldemor ("Baldemor"). Neither Donovan nor Akamine attended the meeting. At the meeting, we discussed the role _____ would play in making posters and also the presales to the boosters, corporate partners and season ticket holders.

- _____ showed me an email string between me and _____ between June 4 and 5, 2012. Exhibit N. In the email I stated that I was waiting for _____ to confirm the concert dates so that we could firm up the financial agreement. I suggested that _____ could rent the Center at \$22,500, and _____ and the University could split the net proceeds (after expenses paid) 75% to the University and 25% to _____. I came up with this option and I was just throwing out options for _____ and Donovan to consider. Donovan was not talking to _____ during the negotiations. I was the conduit through which information between Donovan and _____ passed.

- _____ showed me an email from me to Akamine on June 6, 2012. Exhibit O. I recall sending this email to Akamine. I stated that _____ must have non performance insurance in place prior to any money being paid for the entertainer's deposit. I thought it was a good thing to have this type of non performance insurance in place and I asked Akamine to add that to the contract. I wanted to keep this deal moving so I kept following up with Akamine to see when he would have the contract ready for pick up. I wanted Donovan to sign the contract before leaving on vacation on June 7, 2012.

- _____ showed me an email string between me and Akamine between June 4 and 6, 2012. Exhibit P. Akamine sent drafts of the agreement to me and Donovan. Attached to the email is version 5 of the agreement. Donovan suggested a change in the fee structure to 10% of gross sales or 75% of net after expenses, whichever is higher. I asked Akamine to add Donovan's fee structure to the contract. I thought this was a good change.

- _____ showed me an email string between me and _____ and me and Akamine between June 6 and 7, 2012. Exhibit Q. I forwarded to Akamine an email I received from _____ regarding _____'s comments and suggested changes to the contract. Akamine commented next to _____'s comments. I gave Akamine the contract terms and he added them to the contract. The following chart summarizes _____'s comments and Akamine's comments:

• _____'s comments	• _____ Akamine's comment to
--------------------	------------------------------

	_____’s comments
<ul style="list-style-type: none"> I would “Like” our final settlement to be 10 days after final expenses are submitted. (industry standard) 	<ul style="list-style-type: none"> Changed in version 6.
<ul style="list-style-type: none"> You mentioned use of your stage. . . is that still an option? 	<ul style="list-style-type: none"> Up to you Rich.
<ul style="list-style-type: none"> an assigned area for staff parking and truck parking (Parking passes?) 	<ul style="list-style-type: none"> We say in the agreement that we will designate areas. Other than that is up to you Rich.
<ul style="list-style-type: none"> would like the dressing room catering to be optional for an outside contractor. 	<ul style="list-style-type: none"> I don’t believe this is possible because of our existing cater agreement.
<ul style="list-style-type: none"> The rental fee of 10% of the net . . . vs 75% of the net, the rental is based on a percentage of the adjusted gross (after state tax) so your split would be 75% of the adjusted gross and my split would be 25%. Your part of the 75% would include the rental. 	<ul style="list-style-type: none"> Rich, tell me what is talking about. Does he want us to change something?
<ul style="list-style-type: none"> We need to discuss how the booster/VIP seating . . . no host cocktails is going to happen. 	<ul style="list-style-type: none"> Rich, this is for you guys to discuss.

_____ showed me an email string between me and _____ between June 6 and 8, 2012. Exhibit R. I sent an email to _____ on June 8, 2012, regarding business terms relating to parking, stage use, catering, UH/ _____ proceeds split and donation of \$22,500 to the University Athletics Department. Donovan was out of town at this time and I did not discuss any of these issues with Donovan. I sent this email to _____ on my own.

_____ showed me an email string with an email from me on June 10, 2012, to Clapp, Baldemor, Watanabe, McNamara, Chang, and Jeannie Lee (“Lee”) regarding a presale meeting. Exhibit S. In the email to the group I gave them an update on the concert. I wanted to call a meeting with the group. I invited Clapp because Clapp was acting director of Athletics because Donovan was on vacation. I invited Baldemor because he was in charge of Koa Anucnue, Watanabe because he was in charge of ticket sales, McNamara because he was in charge of corporate partners, Chang because she is my boss, and Lee to keep Donovan informed. This meeting never occurred because _____ pushed back the ticket sales.

_____ showed me an email from me to _____, with cc to Baldemor, McNamara, Watanabe, Lee, Chang and Clapp on June 12, 2012. Exhibit T. In the email I stated

the dates that we would need to send out the flyer and start taking orders for presale tickets. McNamara and Baldemor discussed with me the amount of time they needed to get the information out to their groups. 's concern was when the event would be announced to the public. pushed this date back.

showed me three email strings from me to on June 14, 2012, where I asked for the non performance insurance and stated that we need the insurance in place before any money is released. I sent three emails on June 14, 2012, at 8:44 a.m., 9:38 a.m., and 2:14 p.m. Exhibit U. I tried to remind verbally every couple of days after this to get the insurance.

asked me whether Clapp knew that insurance was required prior to ticket sales. I said that Clapp did sign the contract and I am sure he read it before he signed it. I responded, "I wish I had told Carl to hold the payment until we get the insurance. This is not my responsibility to make sure the insurance is in place. I was never directed by my superiors to get it in."

showed me an email from Kuraoka to James Kashiwamura on June 15, 2012. Exhibit V. I was cc'd on this email. I did not talk to anyone outside of the Athletics Department. I spoke to Clapp regarding the \$200,000 payment and Clapp told me to talk to Kuraoka. I asked Kuraoka if we could pay the deposit. sent me an invoice for the \$200,000 deposit and that's what I asked Kuraoka to send. The total of \$450,000 was the entertainers fee, had paid \$50,000, and the University would pay \$200,000 prior to tickets going on public sale. suggested the ticket sales start dates to me. told me that we needed to make the payment before the public sale.

showed me an email from to me on June 16, 2012. Exhibit W. The email is signed " ". I do not know who " " is. I thought the email was from

showed me an email string from to me between June 14 and 18, 2012. Exhibit X. On June 18, 2012, stated that he "should have the insurance later that day." I responded five minutes later that "the pre sale interest has been great. I am not firm on a public sale date. I want to make sure we get the check first. We can discuss that date. ."

showed me an email string between me and between June 13 and 20, 2012. Exhibit Y. In my email dated June 20, 2012, to , I stated that I was confused. My confusion was that wanted a bigger group targeted for pre sale tickets. I believed that it was our decision to decide who we wanted to offer pre sale tickets to.

showed me a copy of a Requisition form dated June 25, 2012. Exhibit Z. I prepared this Requisition form and the \$200,000 price is based on an invoice I received from . I believed that Clapp would hold up the money if things were not in place. Clapp told me that he read the contract. Clapp signed it as acting director in Donovan's absence.

showed me an email from me to Chang on June 25, 2012. Exhibit AA. kept pushing me to get the deposit out. I asked Chang to push Clapp to get the

deposit money out. At this time I did not tell anyone that the non performance insurance was not in place. I urged [redacted] to get it in. No one at the University raised the insurance issue with me and I did not mention it to anyone at the University. I knew the insurance was not in place, but I pushed Clapp to get the process started for the deposit payment. Clapp did ask me verbally at least once if the insurance was in. I responded that [redacted] said it would be in tomorrow, that was around mid June. I trusted [redacted] that he would get the insurance in place. I thought it would take a while before the deposit payment would be made. Typically, it takes about a month before payment is made on a purchase order. But if payment was not made with in a month the concert would be canceled.

- [redacted] showed me an email string between me and [redacted] on July 2, 2012. Exhibit BB. Either Kuraoka or Clapp informed me that no more checks would be cut without the non performance insurance in place and I informed [redacted] of this.

- [redacted] showed me an invoice with [redacted] on the top. Exhibit CC. This invoice is dated July 9, 2012. This was the first invoice I received. This invoice became void when I received a second invoice from [redacted].

- I did see the concert listed on the [redacted] Home Page website under concert listings. I know that other people also saw the concert date listed on the home page which was accessed through the [redacted] website.

- I have two personal email accounts and they may have been used in connection with communications with [redacted]. All emails with [redacted] to my personal email accounts were cc'd my University email account. There are no other emails on my personal email accounts that are not on my University email account.

- I was not aware of any financial difficulties that [redacted] had.

- I did not have any close connection with [redacted]. [redacted] approached me as a promoter from the University and he wanted to do something for the University.

- I do not know who [redacted] is. I have not heard of the International Alliance of Theatrical Stage Employees.

- I did not speak to [redacted] about [redacted].

- No one at Neal Blaisdell Center said anything to me about [redacted].

- I was trying to do something good for the department.

- [redacted] provided me with an opportunity to say anything else about this matter in addition to what was covered in the interview. I stated that I worked a lot on this concert and I worked hard on this concert.

The foregoing is a true and accurate summary of my statement to the fact finder.

Richard Sheriff
RICHARD SHERIFF

AUGUST 10, 2012
Date

Confidential

Sent: Saturday, March 17, 2012 7:41 PM

To: rsheriff@hawaii.edu; rsheriff7@gmail.com

called again ...

Looking for a date in June / July / August a day before to do the drag-in would be helpful but not critical,

Show night would be best on Friday ... Saturday or Sunday.

Mahalo,

Re: Confidential

Sent: Sunday, March 18, 2012 9:53 AM

To: rsheriff@hawaii.edu

Dear Rich ...

With regard to a confirmation ... I would say ... one way or another a matter of weeks ...

I will be on it first thing in the morning.

=====

You know I keep the University in my thoughts being an Alumnus (class of 69).

Also ... if the University / Athletic Department wants to go one step further and create an entity within the Department that solicits and coordinates Superstar Concert opportunities, I would offer myself up as a willing team member. My 35 years of experience would bring a unique skill set to the enterprise.

I know there is community use of the facility ... that is handled "day to day" by your staff.

What I am talking about is a position that works with the large touring companies to bring them to your facility ... impacting the Department minimally ... but putting a million plus money into the department,

I am tenacious and able to deliver.

Other than a minimum employment package ... the compensation could be incentive based.

Just a thought.

Mahalo,

In a message dated 3/18/2012 4:47:55 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

This is perfect timing, we just met with the Mayor about relaxing the requirements on the C & C use policy. I am preetty confident we can make this happen. Getting Thursday, Friday Saturday dates In July / August is no problem. Let me run this by Jim and I will get back to you ASAP. How soon would you need a definate confirmation?
Thank you for thinking of UH!

Rich

On Sat, Mar 17, 2012 at 7:41 PM, <_____>
wrote:

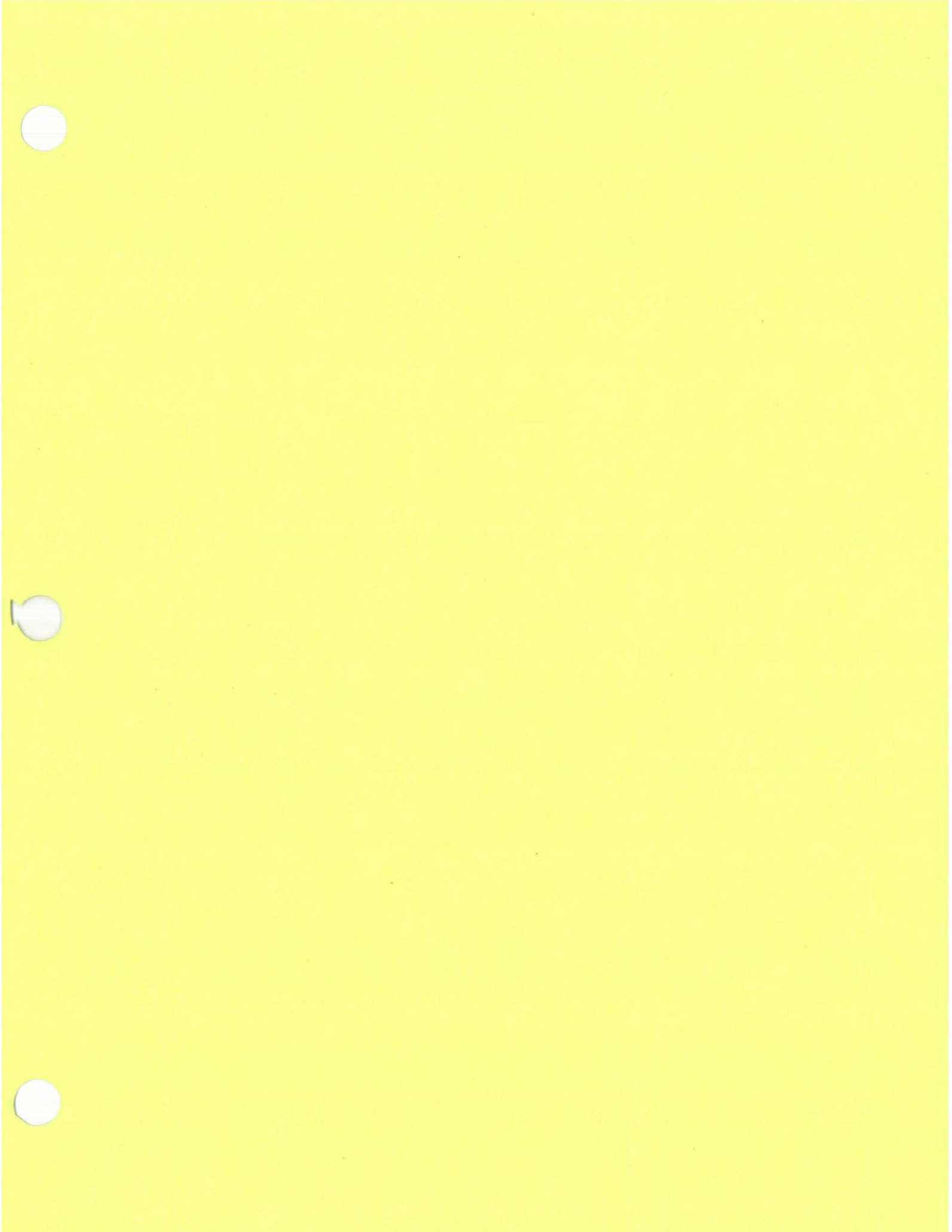
called again ...

Looking for a date in June / July / August a day before to do the drag-in would be helpful but not critical.

Show night would be best on Friday ... Saturday or Sunday.

Mahalo,

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Potential Concert and the City & County MOU for the Stan Sheriff Center

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, March 19, 2012 12:33 PM

To: James J Donovan III [jdonovan@hawaii.edu]

Jim,

I was contacted by _____ about hosting a _____ concert (confidential) at the end of July or beginning of August. Let me know what you think about hosting this event.

I would also like to contact Ryan Akamine to see if he has any knowledge of the MOU that the Mayor and his staff spoke of. With your permission, I would like to pursue the following changes to that MOU.

The University of Hawai'i Athletic Department - Stan Sheriff Center will be allowed to host up to four (4) commercial events per year without prior approval from the City & County Department of Planning and Permitting. A traffic mitigation plan for these events will be held on file by DPP. (The four commercial events will not include any HHSAA State Championships, Honolulu Police Department Dare Days, Los Angeles Laker Training Camps and Exhibition Games, Western Region High School Robotics Competition, High School Graduations, New Hope Christian Fellowship Services, other non profit events and/or any event mandated by the Governor Office or UH Administration that are not of a commercial nature like the 1998 Miss Universe Pageant, 2012 Event.) The UH Athletics department will be allowed to carry over unused event waivers from year to year.

Let me know if you are comfortable pursuing the above mentioned changes and if there is anything you would like to add or delete.

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Fwd: August 11th Stan Sheriff

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, April 05, 2012 10:55 AM

To: James J Donovan III [jdonovan@hawaii.edu]

Attachments: Stan Sheriff 8-11-1~1.xls (33 KB)

Jim,

Attached are the proposed budget figures for the concert. Take a look and then we can discuss if we would like to proceed with UH hosting this event or a straight rental to

Rich

----- Forwarded message -----

From: <>
Date: Tue, Apr 3, 2012 at 4:42 PM
Subject: August 11th Stan Sheriff
To: rsheriff@hawaii.edu

Rich ...

As you remember I have been working on a Sheriff / date since 2008.

I was the promoter who did him last in Hawaii. That was over 15 years ago, three shows at the NBC Arena ... with over 18,000 tickets sold.

The following has been verbally agreed to by 's management.

The contract would be generated and signed under th name of the UH Athletic Department.

Here is an over view of the current deal points.

1. Flat guarantee of \$450,000 (US)
2. Released as follows: \$50,000 binder / \$180,000 w/signed contract / \$220,000 balance before the show (TBA)
3. 17 air fares from USA (a couple 1st class) have working relationship with Hawaiian Air ... but I am sure yours is better.
4. Hotel rooms (gets a 2 bedroom suit ... for he and his valet). I work closely with of the Sheraton Waikiki ...he has frequently been a sponsor and at least given me very favorable rates.

The fact that will be a 100% benefit for the UH Athletic Department has incredible power.

5. I enclose an estimated budget for your review. The numbers are realistic ... but with the benefit angle ... I am sure they can be lightened across the board.

6. I have put the capacity at 10,000 ... however I have asked that he play "in the round" which will maximize the Capacity of the venue (11,000).

My thought is that you could take the 250-500 best seat ... add a reception (which I must clear with These VIP packages could be offered to you best donors.

7. BUDGET:

EXHIBIT C

I spent several years in the Budget Department of the City and County ... and my budgeting skills are broadly acknowledged.

I have evolved a very straightforward mechanism for dealing with clients ... for whom I produce / promote events.

a) You approve a line item working budget. (see attached).

b) When an expenditure needs to be done ... I will have the vendor generate an invoice. Then I will generate a PURCHASE ORDER that covers the vendor invoice and assigns it to a line item in the working budget.

You will then cut a check to the proper amount to the vendor and periodically ... I will pick up checks from the Department and hand carry them to the vendor. I find that this works best to keep everyone's eye on the project ... and gives me someone on one evaluation time.

This system has worked well with the Sheraton Waikiki ... for whom I have produced New Years Eve and Convention events.

My goal is to keep money in the hands of the University for as long as possible.

I see a net profit for the Department of at least 250K.

I do take into account the vast marketing resources of the Department. I will work closely with your marketing people to "dove-tail" all efforts and make sure all bases are covered.

=====

's usual fee is a guarantee vs 10% of the net proceeds //which ever is greater.

Of course, as mentioned, if there was a temporary full time position open with the department ... that would work.

This first time around we can do a straight services contract. I need to get to work on this project immediately.

We usually charge the Sheraton 10% of the artist's fee but for the UH I see half of that.

I would like to see \$22,500 ... tax included versus 10% of the net settled after the show.

would be a contractor. Any "casual" labor would be under our umbrella and not be a burden to the Department in any way.

You will note a line item for insurance. I assume the Department has extensive liability insurance (to which for this project would like to be added as additional insured)

However, I also get "non performance insurance" ... insuring against acts of God / travel / health / etc., if the insurance is invoked we would build in your profit in the final accounting.

=====

would propose the following schedule"

April 15th	\$7,500
May 15th	5,000
June 15th	5,000
July 15th	5,000
	=====
	\$22,500

August 15th final review / settlement.

I have found it best if you can give me a personal liaison within your department ... to whom I can give Purchase orders and pick up checks for vendor delivery.

Marketing wise ... we would delineate areas of responsibility to make sure all bases are covered.

I herewith attach my proposed "working budget".

'Best regards,

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

VENUE		Sheriff Arena	
DATE		August 11, 2012	
1	TALENT		
1	Main Act	450,000.00	
2	support		
3	Ground Trans	5,000.00	
4	Catering	7,500.00	
5	FACILITY		
6	Rent STs		
7	Equip Rent	1,500.00	
8	Clean/Dan		
9	Technician	250.00	
10	Furniture		
11	Plane Tuner	250.00	
12	Chairs		
13	PRODUCTION		
14	Sound	25,000.00	
15	Monitors		
16	Lighte	25,000.00	
17	St Gear	2,500.00	
18	Staging	10,000.00	
19	Fork	1,000.00	
20	Electric	2,000.00	
21	Trucking	1,000.00	
22	Rigging	3,000.00	
23	Soft Goods	2,500.00	
24	Telephone		
25	Sp Ed		
26	Video	10,000.00	
27	BOX OFFICE		
28	Hall Costs	5,000.00	
29	Tick Print		
41	Radio		
42			
43			
44	T.V.		
45	Print		
46			
47			
48	Posters		
49	Flyers		
50			
51			
52	Radio Prod		
53	TV Prod		
54	Print Prod		
55	Passes		
56			
57	Adv Total	80,000.00	
TICKET		PRINTED	SOLD
	\$0.00	0	0.00
	\$125.00	1,500	187,500.00
	\$99.00	5,000	495,000.00
	\$65.00	2,000	130,000.00
	\$70.00	1,500	105,000.00

Protected View - This document contains sensitive information and is subject to audit. Click for more details. - View's Ribbon			
N21			
27	Vista/MC		10,000.00 967,800.00
STAFFING			
28	Stagehands	16,000.00	
29	Uniform/Tek	2,600.00	GROSS REV 967,800.00
30	Police	2,000.00	
31	City Sec	4,000.00	4.71 % TAX 45,095.25
32	Peer Sec		
33	BPE	22,600.00	ADJ GROSS 912,401.76
34	Fee Labor	2,600.00	
35	Payrol		HALL RENT 0.00
OTHER			
36	Insurance	3,500.00	TOTAL EXP 679,800.00
37	BPE Fee		GROSS PROF 222,601.76
38	Hotel	20,000.00	(LOSS)
39	Alfama	15,000.00	BREAK \$ 800,447.14
40	Misc	500.00	
TOTAL EXP		889,600.00	WALVE: BREAK THS \$,390

Copyright GPE Productions, Inc. 2007

Draft Agreement Bebenefit Concert

Sent: Wednesday, April 11, 2012 2:17 PM

To: rsheriff@hawaii.edu

Attachments: Event Management Contract ~1.doc (35 KB) ;
1~1.xls (33 KB)

Stan Sheriff 8-11-

Herein Services Contract Attached for your review.

I have asked Management to generate a draft performance contract for your perusal.

Regards,

EVENT MANAGEMENT AGREEMENT

This agreement for the event management services described below made this day, (TBA) between The Athletic Department of the University of Hawaii (hereinafter called the Producer) and independent contractor, _____, a Hawaii corporation (hereinafter called _____)

The Producer hereby engages _____ to perform Event Management Services (hereinafter called Services), as delineated in Sections 10 of this agreement for the hereby-outlined project:

1. Name of the Project: _____ Benefit Concert (BC);
2. Site of the Project: Stan Sheriff Multi-Use Arena;
3. Address of Project: University of Hawaii, Honolulu, Hawaii 96822
4. Date of the Project: Saturday August 11, 2012;
5. Type of Project: Benefit Concert open to the public;
6. Event Management Services to be rendered by _____ : As delineated in Sec 10;
7. Price agreed upon: \$22,500.00 (US) vs. 10% of net profit, after agreed expenses
Which ever is greater; all taxes are included.

Method of Payment

Cash, Cashier's Check, Local Business Check, or Wire Transfer.

DEPOSIT: \$7,500 (US) due with signed agreement.

BALANCE: Payable to _____ . In 3 equally spaced intervals, with any balance due settled 10 working days after the event.

8. INDEPENDENT CONTRACTOR: _____ acknowledges that they shall perform their obligations hereunder as independent contractors and NOT AS EMPLOYEES of the Producer. _____ further acknowledges that they are not on the Producer's payroll / Social Security / or tax withholding rolls.

9. THIS CONTRACT constitutes the sole, complete, and binding agreement between the Producer and _____ .

10. _____ will, at the consent and direction of the Producer:

GENERATE a practical budget and adhere to it. (See Budget Addendum herewith attached);

Any budgets hereunder generated are _____'s professional estimate; unseen factors may cause the budget to change.

COORDINATE venue event services; to include, but not limited to: staging, sound, lights, ushers, ticket takers, configuration, house technicians, incidental rentals, box office (at the request of the Producer).

LAISON with _____ : to include venue use, rehearsal, technical needs, show transportation, required refreshments, etc.;

COORDINATE: required venue security, required liability and non-performance insurance;

EXECUTE: an effective advertising / Public Relations campaign within the delineated budget constraints, to include Radio, TV, Cable, print interviews, poster/flyer (and their distribution), Press Releases, Social Media and special appearances.

GOOD COUNSEL: _____ will be available for consultation and Implementation of off site project related services like Hotel, Freight and such other services as mutually agreed, at the direction and expense of the Producer.

IN CASE OF DEFAULT BY PRODUCER: Liquid damages of the Production will be plus reasonable attorneys fees and court costs. It is agreed that the Judicial Venue will be Honolulu, Hawaii. Producer hereby indemnifies _____ of any and all liability in its management of this project while working as directed by the Producer.

15. PRODUCER'S REPRESENTATIVE: _____ is hereby sanctioned to act as the Producer's representative in this project. This representation will be done at the advice and consent of the Producer.

ALL FINANCIAL OBLIGATIONS OF THIS PROJECT ARE THE RESPONSIBILITY OF THE PRODUCER AND UNDER NO CIRCUMSTANCES BE CONSTRUED AS _____'S.

_____ for the Athletic Department
University of Hawaii
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579

Re: Concert

Sent: Thursday, April 19, 2012 4:11 PM

To: rsheriff@hawaii.edu

Basically ... is doing a benefit for the UH.

I am getting the 50k ... that was the "hook" you wanted to be off of.

UH' signs nothing other than a letter of agreement for access to box ... not until ... of course, the funds are in.

In a message dated 4/19/2012 2:58:00 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Jim is very concerned about the following clause.

2. Released as follows: \$50,000 binder / \$180,000 w/signed contract / \$220,000 balance before the show (TBA)

What if ticket sales are not able to match these numbers \$180,000 w/signed contract. What date are we looking at, one week, two weeks , three weeks into ticket sales?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Ryan Akamine

From: Ryan Akamine
Sent: Wednesday, May 02, 2012 3:14 PM
To: 'rsheriff@hawaii.edu'
Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Whoa. Rich, that went beyond what I thought you'd say.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

CONFIDENTIALITY NOTICE:

This E-mail and any attachments are confidential and protected by law. Any disclosure, copying, distribution, or use is prohibited by civil and/or criminal law. If you received this E-mail and any attachments in error, please notify us by immediately returning it to Sender and delete all copies from your system. Thank you.

From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Wednesday, May 02, 2012 12:41 PM
To:
Cc: Ryan Akamine
Subject: Benefit Concert for UH Athletics August 11, 2012

Thank you for our conversation today. As I have told you on the phone, the University of Hawaii Athletics Department has been approached by a local promoter who hosts a benefit concert for the Athletic Department at the Stan Sheriff Center. This will be a 100% profit after expenses benefit to the UH Athletics Department. The show date would be Saturday August 11, 2012. It is my understanding that the NBC is pursuing a different show for this date. The entertainer is a prominent mainland act. This will be a great opportunity for the UHAD to help towards balancing our budget.

Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



FACSIMILE TRANSMISSION

Office of the Chancellor
University of Hawai'i at Manoa
2500 Campus Road, Hawai'i Hall 202
Honolulu, HI 96822
(808) 956-7651 phone
(808) 956-4153 fax

Date: May 7, 2012
To: Darolyn Lendlo
Vice President for Legal Affairs
Fax: 956-2109

From: Lily Wong

Total pages : 2

RUSH

CONFIDENTIAL

Attached is a Legal Services Request Form from Athletics Department. They request a response by 5/7/12.

Thank you.

RECEIVED

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

LEGAL SERVICES REQUEST FORM - For Manoa Requests 12 MAY -4 P5:47

Date: May 1, 2012 MANOA CHANCELLOR'S OFFICE

Requestor/Contact Name: Richard Sheriff

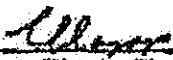

Campus - School/College - Department: Intercollegiate Athletics

Phone No.: (808) 956-6965 Facsimile No.: (808) 9568906

Email: _____

1. **Nature of Request**
Summarize your request and the nature of the University's involvement, (e.g. contract review, respond to a subpoena, request for legal opinion, etc.). Attach any relevant documents. (Please use another sheet if you need more space.)
Help UH Athletic Department with the legalities of the Stan Sheriff Center PBU in regards to a benefit concert for the department.
2. **Date for Response**
Indicate the date by which a response is desired.
Monday May 7, 2012
3. **Do you wish for a written opinion or oral response?**
Oral response.

Requests must be approved by Dean/Director A Vice Chancellor (Chancellor if direct report).

	CARL CLAPP	5/1/12
Dean/Director Signature	Type Dean/Director Name	Date
	Virginia S. Hines	5/6/12
Vice Chancellor(VC)/Chancellor Signature	Type VC / Chancellor Name	Date

Please submit the completed form via mail/facsimile/hand delivery to:
 Darolyn H. Lendio
 Vice President for Legal Affairs
 and University General Counsel
 2444 Dole Street, Bachman 110
 Honolulu, Hawaii 96822
 Facsimile No.: (808) 856-2109

This request is a confidential communication and should be treated as such. Indicate "Confidential" on the envelope and/or the facsimile cover sheet.

Manoa (Revised 9/30/09)

Re: Honolulu and Maui....

Sent: Saturday, May 05, 2012 8:58 PM
To: rsheriff@hawaii.edu
Attachments: Event Management draft ~1.doc (40 KB)

Here are answers.

In a message dated 5/5/2012 7:06:51 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Take a loog at afew notes and questions on the contract that you sent over. Please provide me responses where needed. I think we are getting close.

Rich

On Fri, May 4, 2012 at 7:45 PM, <_____> wrote:
Thanks Rich ...

These deal points would be in the agreement between you (Athletic Department) and me () ?

Correct?

The working agreement I sent you several weeks ago would be a good starting point.

I will resend.

Regards,

In a message dated 5/4/2012 12:40:50 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

We are working on the contract, Please send me a list of points that you would like to see included in it.

Rich

On Wed, May 2, 2012 at 11:44 AM, <_____> wrote:
Not to be bother ... but I don't want to lose the deal ...

If you remember several years ago ... quoted me 750k for a date in Honolulu ... I have been able to get Honolulu down by three hundred thousand dollars.

The Blaisdell is not available ..

Lets get this done this week.

Regards,

From: _____
To: _____
Sent: 5/2/2012 10:36:14 A.M. Hawaiian Standard Time
Subj: Honolulu and Maul....

Dear Robert,

I hope you are feeling much better :)

How are we doing with _____ ? _____ is asking us if we are going to commit and close.

Kindest regards,

Any offers to artistes, agents, promoters and/or venues are without prejudice and subject to a written and signed contract.

_____ are not responsible for the compliance by Contractors or Artists with their respective obligations although we take all normal precautions. _____ are acting as agents and not as principal and as such accepts no liabilities for any acts, failures, errors and omissions on part of the principal.

The information in this Internet e-mail (and any attachments) is confidential, may be legally privileged and is intended solely for the Addressee(s) named above. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, then any dissemination or copying of this e-mail (and any attachments) is prohibited and may be unlawful. If you received this e-mail in error, please immediately notify us by e-mail or telephone, then delete the message. Thank you.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii

1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

EVENT MANAGEMENT AGREEMENT

This agreement for the event management services described below made this day, May 4, 2012 between The Athletic Department of the University of Hawaii (hereinafter called the Producer) and independent contractor, _____, a Hawaii corporation (hereinafter called _____)

The Producer hereby engages _____ to perform Event Management Services (hereinafter called Services), as delineated in Sections 10 of this agreement for the hereby-outlined project:

1. Name of the Project: _____ Benefit Concert (BC);
2. Site of the Project: Stan Sheriff Center Multi-Use Arena;
3. Address of Project: University of Hawaii, Honolulu, Hawaii 96822
4. Date of the Project: Saturday August 11, 2012;
5. Type of Project: Benefit Concert for UH Athletics open to the public;
6. Event Management Services to be rendered by _____ : As delineated in Sec 10;
7. Fee agreed upon: \$22,500.00 (US)

Method of Payment

Cash, Cashier's Check, Local Business Check, or Wire Transfer.

DEPOSIT: \$7,500 (US) due with signed _____ Contract

BALANCE: Payable to _____ . In 3 equally spaced intervals, with any balance due settled 10 working days after the event.

8. INDEPENDENT CONTRACTOR: _____ acknowledges that they shall perform their obligations hereunder as independent contractors and NOT AS EMPLOYEES of the Producer. _____ further acknowledges that they are not on the Producer's payroll / Social Security / or tax withholding rolls.

9. THIS CONTRACT constitutes the sole, complete, and binding agreement between the Producer and _____ .

10. _____ will, at the consent and direction of the Producer:

GENERATE a practical budget and adhere to it. (See Budget Addendum herewith attached);

Any budgets hereunder generated are _____'s professional estimate; unseen factors may cause the budget to change. The Producer will forward the artist "binder" (\$50,000.00) to a designated artist agent escrow account. This binder is 100% refundable should performer not execute the Artist contract. (I want to see if we can add the binder fee for your group into the contract as an expense?) (After the binder is paid does that mean that the balance due to the artist is \$400,000?) The \$50k binder is part of the 450k ... the balance is 400k after the binder is paid.

Upon sending the binder the Producer may announce the benefit to the members of Booster Clubs for VIP reservations and a possible pre / or post concert reception. _____ will use its best offices to provide _____ attendance at the event.

Upon payment of the 1st artist deposit (\$225,000) the Producer may go on sale to the general public. (Will the Producer be allowed to sell tickets prior to this 1st payment in order to use ticket revenues to make this payment?) The agreement I have in place with _____ Management / Booking agent is that the UH Booster Club / Alumni Assoc. be allowed to pre-sell tickets to its membership ... take reservations and deposits ... then use this money to cover the 1st deposit.

AFTER THE 1ST DEPOSIT IS PAID ... THEN WE GO ON SALE TO THE GENERAL PUBLIC.

COORDINATE venue event services; to include, but not limited to: staging, sound, lights, ushers, ticket takers, configuration, house technicians, incidental rentals, box office (at the request of the Producer). (I would like to discuss details with you if we can use our stage to reduce costs and approach some of the vendors (Rhema / Theatrix / Eggshell) that do a lot of work in the SSC to give us a rock bottom price for this benefit) These are the same contractors I use. I suggest I get an initial bid from each vendor AND THEN ... ONCE I GET A NUMBER ... YOU CALL THEM UP AND USE YOUR LEVERAGE TO GET EVEN LOWER PRICES.

I ASSUME THAT YOUR STAGE IS ADEQUATE. I AM GETTING TO AGREE TO PLAY IN THE "ROUND" ... IN WHICH CASE ... MIGHT NEED TO PUT A TURNABLE ON A FIXED STAGE (YOURS) ... IT IS WHAT I DID LAST TIME WHEN I DID THE SHOWS AT THE ARENA.

THIS GIVES US A CAPACITY OF MORE LIKE 11,000

LAISON with _____ : to include venue use, rehearsal, technical needs, show transportation, required refreshments, etc.;

COORDINATE: required venue security, required liability and non-performance insurance;

EXECUTE: an effective advertising / Public Relations campaign within the delineated budget constraints, to include Radio, TV, Cable, print interviews, poster/flyer (and their distribution), Press Releases, Social Media and special appearances.

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_____ shall procure, as a budget expense item, a non-performance insurance policy covering all expenses and projected profits, should there be an artist cancellation at no fault of the Producer.

GOOD COUNSEL: _____ will be available for consultation and Implementation of off site project related services like Hotel, Freight and such other services as mutually agreed, at the direction and expense of the Producer. Producer will be allowed to use established trade agreements when ever possible to help reduce over all expense. **ABSOLUTLY ...**

IN CASE OF DEFAULT BY PRODUCER: Liquid damages of the Production will be plus reasonable attorneys fees and court costs. It is agreed that the Judicial Venue will be Honolulu, Hawaii. Producer hereby indemnifies _____ of any and all liability in its management of this project while working as directed by the Producer.

15. PRODUCER'S REPRESENTATIVE: _____ is hereby sanctioned to act as the Producer's representative in this project. This representation will be done at the advice and consent of the Producer. Producer shall generate a letter designating _____ as its representative in this benefit promotion.

ALL FINANCIAL OBLIGATIONS OF THIS PROJECT ARE THE RESPONSIBILITY OF THE PRODUCER.

For the Athletic Department

**University of Hawaii
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579**

Re: Honolulu and Maui....

Sent: Saturday, May 05, 2012 8:58 PM

To: rsheriff@hawaii.edu

Attachments: Event Management draft~1.doc (40 KB)

Here are answers.

In a message dated 5/5/2012 7:06:51 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Take a loog at afew notes and questions on the contract that you sent over. Please provide me responses where needed. I think we are getting close.

Rich

On Fri, May 4, 2012 at 7:45 PM, <_____> wrote:

Thanks Rich ...

These deal points would be in the agreement between you (Athletic Department) and me () ?

Correct?

The working agreement I sent you several weeks ago would be a good starting point.

I will resend.

Regards,

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copying of this e-mail (and any attachments) is prohibited and may be unlawful. If you received this e-
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you.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii

1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

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7. Fee agreed upon: \$22,500.00 (US)

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Cash, Cashier's Check, Local Business Check, or Wire Transfer.

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For the Athletic Department

• **University of Hawaii**
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579

May 10, 2012

Dear :

This letter is to confirm that the University of Hawaii will make the Stan Sheriff Center available for you to host the - UH Athletics Benefit Concert on August 9, 10 & 11 2012. We are very excited about the opportunity to have such a great entertainer involved in a project to benefit UH Athletics. We appreciate the opportunity to offer presale tickets to all of the people who financially support UH Athletics as well being able to offer presale tickets to the rest of the University of Hawaii family.

You have our full support in making this benefit concert a truly outstanding event for all who attend. We will help support your efforts by providing as much access to our social media outlets and media trade that we can. We hope you will also involve any of our many corporate sponsors who would so choose to support this project.

We are particularly grateful for you coordinating a special meet and greet package with for up to 200 of our most loyal supporters.

From this point forward please work with Ryan Akamine, UH Legal Counsel, and Richard Sheriff Manager of the Stan Sheriff Center, to finalize the details of the rental and donation agreement.

Sincerely,

James J Donovan III
Director of Athletics
University of Hawaii

Ryan Akamine

From: Richard Sheriff [rsheriff@hawaii.edu]
Sent: Thursday, May 10, 2012 11:16 AM
To: Ryan Akamine
Subject: Fwd: Benefit Concert for UH Athletics August 11, 2012

----- Forwarded message -----

From: _____
Date: Thu, May 10, 2012 at 11:05 AM
Subject: RE: Benefit Concert for UH Athletics August 11, 2012
To: Richard Sheriff <rsheriff@hawaii.edu>

Richard: Option 2. Would not require that you promote or co promote. It would leave you in a position to both flat rent and do a University benefit. It is the University benefit that allowed me to sell this to the City administration and a University related event. I have not contracted your date here yet. Let me know if we need to talk.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, May 10, 2012 11:00 AM
To:
Cc: Ryan M. Akamine

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Given our departmental financial position and our procurement limitations, our UH Legal Counsel and head of procurement are suggesting that for now we look at just renting out the Stan Sheriff Center and not get involved as a co promoter. Would it be OK if we just rented out our facility to this group since NBC is already booked on the date in question. This would still give the athletic department the ability to get a decent amount of rental revenue without taking on the liability of being the promoter or co promoter.

Thanks,

Rich

On Thu, May 10, 2012 at 10:47 AM, _____ wrote:
Richard: When you say straight rental would that be a flat fee? If so then that could become problematic. What if you did a co promotion. where you and your co promoter all your cost in the front end to be paid first then do a percentage split on the remaining with the promoter getting part for his risk and the athletic department getting a percentage. as a donation to the athletic department.

Option 2. could be to have the lighting company, sound company, staging, security

and labor be paid by a Box Office assignment of proceeds from the net gross (after state taxes and University expenses. Then the promoter gets his and does your athletic donation. Let me know if I need to sit and talk with you and any others on this.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Thursday, May 10, 2012 10:25 AM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

I wanted to update you, things are moving very slowly on the University's part putting together this deal. It seems like it is very hard to pay for lighting, sound and staging as a University entity. If I am unable to bring our people together, is it OK if we still host this concert as a straight rental. Obviously I want to keep it as a benefit concert as that would be a lot more lucrative for the athletic department, but I do not want to totally lose out on the event.

Let me know how NBC and the city would feel if we are forced to change directions.

Thanks for your help!

Rich

On Mon, May 7, 2012 at 10:22 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Thanks for you assistance. I will keep you posted as to how things go.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Mon, May 7, 2012 9:46 am

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard: Let me know how everything turns out.

From:

Sent: Wednesday, May 02, 2012 4:36 PM

To: 'Richard Sheriff'

Subject: RE: Benefit Concert for UH Athletics August 11, 2012

Richard: You have our permission to proceed with the benefit booking

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 3:21 PM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Thank you for your assistance!

Rich

On Wed, May 2, 2012 at 2:56 PM,

wrote:

Richard. I will get back to you by tomorrow

From: Richard Sheriff [mailto:rsheff@hawaii.edu]

Sent: Wednesday, May 02, 2012 1:08 PM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

We do not have any other events on lower campus on that date.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Wed, May 2, 2012 12:50 pm

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff;" <rsheff@hawaii.edu>

Richard: Is there any other sport activity that day?

From: Richard Sheriff [mailto:rsheff@hawaii.edu]

Sent: Wednesday, May 02, 2012 12:42 PM

To:

Cc: Ryan M. Akamine

Subject: Benefit Concert for UH Athletics August 11, 2012

Thank you for our conversation today. As I have told you on the phone, the University of Hawaii Athletics Department has been approached by a local promoter who hosts a benefit concert for the Athletic Department at the Stan Sheriff Center. This will be a 100% profit after expenses benefit to the UH Athletics Department. The show date would be Saturday August 11, 2012. It is my understanding that the NBC is pursuing a different show for this date. The entertainer is a prominent mainland act. This will be a great opportunity for the

UHAD to help towards balancing our budget.

Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
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Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: (no subject)

Sent: Thursday, May 10, 2012 1:19 PM

To: rsheriff@hawaii.edu

looks ok to me ...

What do you propose / UHAD deal be ... 50/50?

with show expenses 22,500 / 22,500 Rental at settlement.

Services like box office / ushers / ticket takers are show expenses.

Will get a bid from in-house caterer ... but have the option of using outside caterer for star.

Rich to work on a VIP component ... perhaps attending Post Concert reception. (must get permission from act).

In a message dated 5/10/2012 12:52:24 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

See attached talking points for my meeting with Jim. Please add anything you need. I am trying to get in to see him ASAP.

Rich

On Wed, May 9, 2012 at 3:27 PM, <_____>
wrote:

: Rich ...

: Need contract ASAP ...

: Just got a call from Management/agent ... we need to finalize this week or we will lose it.

: Thanks,

In a message dated 5/8/2012 11:11:05 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes, I think we are looking at your group putting up the binder fee. UH Legal Counsel is working on the contract.

Rich

On Sat, May 5, 2012 at 11:20 PM,

< > wrote:

Rich ...

Just to clarify one thing ...

Do you propose that the Booster Club come up with the 50k binder ...

or

My people come up with the 50K for a 10k service fee ?

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Meeting

Sent: Friday, May 18, 2012 7:49 PM

To: rsheriff@hawaii.edu; rsheriff7@gmail.com

Cc:

Rich ...

Thank you for the great meeting.

It is nice to see we are all on the same page.

When your box office gets the revised seating scale ... please have them send me a copy.

If you would be kind enough to have those who attended the meeting send me an email w/phone number and position ...

I will make a phone list and disseminate it.

Best

Re: (no subject)

Sent: Tuesday, June 05, 2012 1:20 PM

To: rsheriff@hawaii.edu

Yes they are fair ...

Was trying to be fair ... 22,500 / 22,500 that is why I suggested it.

Do not be concerned ... I will always make sure the UH is taken care of fairly and looks good to outside scrutiny. .

When the dust settles and with your advice and consent ... I will make the C&C issue go away.

In a message dated 6/5/2012 12:01:02 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I was just waiting for you to confirm the dates, so we can add them to the contract.

I also wanted to firm up the financial agreement. I am looking at asking our attorney to add the expenses as an attachment to be followed.

Since we are billing this as a benefit for UH Athletics and I do have concerns that the City & County, DDP and NBC might request to review the financial agreement to make sure that this event is a UHAD Benefit, I was looking at the building Rental matching the fee at \$22,500 and having a 75 UH/ 25 split after expenses. Are those terms that you can live with.

Let me know your thoughts ASAP as Jim leaves for vacation on Friday and I want to get this to you before he leaves.

Rich

On Mon, Jun 4, 2012 at 11:55 PM, < >

wrote:

Rich ...

will be finalized for the 18/17 of August very shortly.

In the mean time, please send me over the Contract from UH ... I don't want to spend days waiting for something that I expected in my hands by now. Just in case there are some clauses that must be worked out.

Still looking at 6/16 for booster announcement and General public 2 weeks later ...

Is there seating chart for me to look at? I would like to do the ticket holds and tech kills.

We should be also working on finalizing ticket header.

Perhaps you could give us a list of ticket outlets and online ticket hours so we can prepare the social media blast.

Thanks

In a message dated 6/4/2012 10:39:31 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Any word yet?

On Fri, Jun 1, 2012 at 4:36 PM,

< > wrote:

One thing I can say ... We will not be using the 11.

In a message dated 6/1/2012 11:17:44 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii

1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Ryan Akamine

From: Richard Sheriff [rsheriff@hawaii.edu]

Sent: Wednesday, June 06, 2012 8:41 AM

To: Ryan Akamine

Subject: Concert contract

Ryan,

Do we have everything we need on the contract? I did have a thought that must have his non performance insurance in place prior to any money being paid out for entertainers deposit. When will the benefit concert contract ready for pick up?

Jim will be out on vacation starting tomorrow, so I want to try to pick it up so he can sign it today.

Rich

Sent from my HTC on the Now Network from Sprint!

RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Wednesday, June 06, 2012 4:26 PM

To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff (rsheriff@hawaii.edu)

Cc: Darolyn H. Lendio; Carl Clapp (cclapp@hawaii.edu)

Attachments: 2012 Agreement for Use of ~1.pdf (54 KB) ; 2012 Agreement for Use of ~2.doc (89 KB)

Jim and Rich,

See version 5 attached. Most important change is to the fee structure, 10% of gross sales or 75% of net after expenses.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
2444 Dole Street, Bachman Hall 110
Honolulu, Hawaii 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine

Sent: Wednesday, June 06, 2012 2:44 PM

To: Jim Donovan (jdonovan@hawaii.edu); 'Richard Sheriff'

Cc: Darolyn H. Lendio

Subject: RE: Benefit Concert

Jim and Rich,

See attached new draft following my discussion with Rich. Call me after you review.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
2444 Dole Street, Bachman Hall 110
Honolulu, Hawaii 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Wednesday, June 06, 2012 2:08 PM
To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff
Cc: Darolyn Leridio (leridio@hawaii.edu)
Subject: Benefit Concert

Jim and Rich,

In addition to the budget from Rich, attached are copies of the same draft agreement in different forms. Note that I have only been discussing a one-night concert with Rich and the agreement does not say the concert is just one night. We should discuss this. Call me after you have read through the draft. 956-4376 or 286-6996.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
~~ryan.akamine@hawaii.edu~~

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Tuesday, June 05, 2012 2:45 PM
To: Ryan Akamine
Subject: Fwd: (no subject)

Ryan,
Attached is the working budget for the expenses guideline as I said. has agreed to the terms below. UHAD receiving \$22,500 in rent and \$22,500 in service fee, we will split 75%UHAD / 25% after expenses.

Let me know if you need anything else.

Rich

----- Forwarded message -----

From: Richard Sheriff <rsheff@hawaii.edu>

Date: Tue, Jun 5, 2012 at 12:00 PM

Subject: Re: (no subject)

To:

I was just waiting for you to confirm the dates, so we can add them to the contract. I also wanted to firm up the financial agreement. I am looking at asking our attorney to add the expenses as an attachment to be followed.

Since we are billing this as a benefit for UH Athletics and I do have concerns that the City & County, DDP and NBC might request to review the financial agreement to make sure that this event is a UHAD Benefit, I was looking at the building Rental matching the fee at \$22,500 and having a 75 UH/25 split after expenses. Are those terms that you can live with.

Let me know your thoughts ASAP as Jim leaves for vacation on Friday and I want to get this to you before he leaves.

Rich

On Mon, Jun 4, 2012 at 11:55 PM, <.....> wrote:
Rich ...

will be finalized for the 18/17 of August very shortly.

In the mean time, please send me over the Contract from UH ... I don't want to spend days waiting for something that I expected in my hands by now. Just in case there are some clauses that must be worked out.

Still looking at 6/16 for booster announcement and General public 2 weeks later ...

Is there seating chart for me to look at? I would like to do the ticket holds and tech kills.

We should be also working on finalizing ticket header.

Perhaps you could give us a list of ticket outlets and online ticket hours so we can prepare the social media blast.

Thanks

In a message dated 6/4/2012 10:39:31 A.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

Any word yet?

On Fri, Jun 1, 2012 at 4:36 PM, <.....> wrote:
One thing I can say ... We will not be using the 11.

In a message dated 6/1/2012 11:17:44 A.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

1
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND , AN ENTERTAINMENT
CORPORATION, FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 6, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and , AN ENTERTAINMENT CORPORATION (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its offer and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E T H

1. Description of Premises: UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices.

- * Training room
- * Weight room
- * Laundry room
- * Equipment room
- * Players' lounge
- * Unassigned storage areas
- * Concession areas and kitchen of SSC
- * Ticket and sports information offices
- * Mechanical, electrical and storage rooms
- * Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. A second concert may be added on Friday, August 17, 2012, which will be memorialized by a separate agreement by the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have access to the designated areas outlined in Section 1 of this Agreement

beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees, starting on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 may be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within thirty (30) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of 's indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of , its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist in producing a successful Event, agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of at the Event, for any reason whatsoever. represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by _____ or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
 University of Hawai'i at Manoa
 Office of Intercollegiate Athletics
 1337 Lower Campus Road
 Honolulu, HI 96822

To _____ :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

, An Entertainment Corporation

By: _____
President

Ryan Akamine

From: Ryan Akamine
Sent: Thursday, June 07, 2012 2:45 PM
To: Richard Sheriff
Subject: RE: Benefit Concert Contract
Attachments: 2012 Agreement for Use of SSC by 2012.06.06 v.6.doc; 2012 Agreement for Use of SSC by 2012.06.06 v.6.pdf

See below.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, June 07, 2012 2:06 PM
To: Ryan Akamine
Subject: Fwd: Benefit Concert Contract

Please see 's changes.

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:
Date: Thu, Jun 7, 2012 12:47 pm
Subject: Benefit Concert Contract
To: <rsheriff@hawaii.edu>

Rich ...

seems pretty straightforward.

Requested changes ...

The preamble should be to:

. Changed in version 6.

Not

=====
I would "Like" our final settlement to be 10 days after final expenses are submitted. (Industry standard)
Changed in version 6.

=====
You mentioned use of your stage ... that still an option? Up to you Rich.

=====
an assigned area for staff parking and truck parking. (Parking passes?) We say in the agreement that
we will designate areas. Other than that is up to you Rich.

=====
I would like the dressing room catering to be optional for an outside contractor. I don't believe this
is possible because of our existing cater agreement.

=====
The rental fee of 10% of the net vs 75% of the net,

The rental is based on a percentage of the adjusted gross (after state tax)

So your split would be 75% of the adjusted gross and my split would be 25%.

your part of the 75% would include the rental. Rich, tell me what is talking about. Does he want
us to change something?

=====
we need to discuss how the booster/ VIP seating no host cocktails is going to happen. Rich, this is
for you guys to discuss.

In a message dated 6/6/2012 4:33:56 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Please review the contract and let me know if we are OK with the language.

Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 6, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its offer and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

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1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
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- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- * Training room
- * Weight room
- * Laundry room
- * Equipment room
- * Players' lounge
- * Unassigned storage areas
- * Concession areas and kitchen of SSC
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- * Mechanical, electrical and storage rooms
- * Areas under construction

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Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

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4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees, starting on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 may be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
 University of Hawai'i at Manoa
 Office of Intercollegiate Athletics
 1337 Lower Campus Road
 Honolulu, HI 96822.

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 6, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its offer and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E T H

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1, 2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. A second concert may be added on Friday, August 17, 2012, which will be memorialized by a separate agreement by the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have access to the designated areas outlined in Section 1 of this Agreement

beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees, starting on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 may be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of 's indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of , its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist in producing a successful Event, agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of at the Event, for any reason whatsoever. represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither [redacted], its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by [redacted] or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. [redacted] agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If [redacted] breaches this condition, UNIVERSITY is expressly authorized by [redacted] to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and [redacted] agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that [redacted] shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of [redacted]. Repairs by [redacted] shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by [redacted] from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. [redacted] agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. [redacted] recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
 University of Hawai'i at Manoa
 Office of Intercollegiate Athletics
 1337 Lower Campus Road
 Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

Ryan Akamine

From: Richard-Sheriff [rsheriff@hawaii.edu]
Sent: Friday, June 08, 2012 9:51 AM
To:
Cc: Ryan Akamine
Subject: Re: Benefit Concert Contract

I have contact UH legal counsel about the filming, the office that handles that just got back to me yesterday, it will be included.

A couple of questions:

Parking will have a designated spot for staff and trucks. Are you looking for free passes and if so how many?

We will be able to use our stage.

I have talked to catering. They will allow outside caterer for _____ only. They will not have any room in their kitchen for this group so they will have to bring everything and we will have to find an area for them to work from.

We will be able to do no host cocktails for VIP we have done this before and sodexo will work with us to make this happen.

I am a little confused on your response to the terms. We would like the terms to read.

UH will receive 10% of the Gross revenue (total revenue collected) or 75% of the adjusted net revenue (75% of the total after all expenses are paid) WHICH EVER IS GREATER!

After all is settled it is up to you if you choose to donate the \$22,500 and/or any other amount back to UH Athletics.

Let me know if you have any concerns on these points before we include them into the contract.

Rich

On Thu, Jun 7, 2012 at 5:11 PM, <productions@aol.com> wrote:
Rich

Could you please put in a clause that addresses the option of shooting the show.

In a message dated 6/6/2012 4:33:56 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Please review the contract and let me know if we are OK with the language.

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheff@hawaii.edu]

Sent: Sunday, June 10, 2012 3:46 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [jeannie@hawaii.edu]

Here is the update!

We are very close to finishing the Benefit Concert contract. I would like to meet this week Tuesday or Wednesday regarding pre-sale tickets to all of our groups that support UH Athletics.

The concert is scheduled for Saturday August 18th. We are holding both Friday August 17th and Sunday August 19th as possible second show dates.

I would like to firm up our pre-sale plan.

() is producing an email flyer for UH to send out to our target groups. I would like us to send this flyer out this Friday or Saturday and start taking ticket reservations on Monday June 18th.

has asked me to let him know how many people we plan on targeting for the pre-sale. Can everyone send me the total numbers of members of the target groups (AKA, Corporate Partners, Booster Clubs Members, Season Ticket holders, UH Staff Members and H-Mail members). If I have forgotten anybody please include the in your response.

Can you let me know your availability for a meeting on Tuesday June 12th or Wednesday June 13th.

Thanks,

Rich

On Thu, May 31, 2012 at 5:34 PM, Richard Sheriff

<rsheriff@hawaii.edu> wrote:

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff

<rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

AKA Members
Corporate Partners
AD's Cabinet
All Booster Clubs
Season Ticket Holders
H-Mail Members
UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Contract

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Tuesday, June 12, 2012 2:46 PM

To:

Cc: Baldemor, Vince [vince@koaanuenue.org]; John McNamara [johnpm@hawaii.edu]; Walter Watanabe [wtwatana@hawaii.edu]; Jeannie Lee [jjeannie@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]

Attachments: AKA_primary_logo_final.jpg (769 KB)

I have talked top the three major groups listed below about the email flyer that we will send out on Friday June 15th. We will start taking payment for ticket reservations on Monday June 18th. All pre-sale tickets need to be paid for by Wednesday June 27th. PUBLIC SALE of remaining tickets will commence on Monday July 2nd.

We are looking at a tiered ticket service fee per ticket to cover our ticket service services and credit card fees. Below are the specific groups and their requests. I have also included the information for the public sale. Please send us the proofs as soon as possible in case any one wants to make changes.

Let me know if you need any other information.

Thanks,

Rich

Ticket Prices

\$250

\$125

\$99

\$85

\$70

AKA- Ahahui Koa Anuenue and All UH Booster Clubs -Ticket limit 8 per customer

Contact Information

AKA Office 808.956.6500

Fax: 808.956.4598

Email: contactAKA@koaanuenue.org

Website: www.koaanuenue.org

(logo Attached)

CORPORATE PARTNER PROGRAM -

The UHCPP would like a generic event flyer. They will make specific ticket information available on each individual email. They have 72 companies who take part in or Corporate Partner Program. They will have 8 different ticket limit categories.

We also have almost 80,000 members of H-Mail that we might offer a maximum of 2 tickets each.

SEASON TICKET HOLDERS - UH STAFF - UH Box office

(808)944-2697

Stan Sheriff Center - Box Office

30,000 season ticket holders ticket limit 8 per customer

300 staff members ticket limit TBD.

PUBLIC SALE - July 2, 2012 Ticket limit 8 per customer

Stan Sheriff Center - Box Office

Campus Center - UH Manoa

Rainbowtique - Ward Centre

944-2697 - Phones

etickethawaii.com - Website

Re: (no subject)

Sent: Thursday, June 14, 2012 12:06 PM

To: rsheriff@hawaii.edu

They like one name on the policy ...

If I just put you name on it ... The balance of the money will come back to me after UH is paid back plus expenses.

In a message dated 6/14/2012 9:38:28 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The requirements for insurance are listed in the contract. I do not have a copy with me. We are most concerned with the nonperformance portion if we are having money paid out prior to the show. Ryan should be sending you a final copy today for your signature.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 9:28 am

Subject: (no subject)

To: <rsheriff@hawaii.edu>

Liability Insurance with UH as additional insured ... 1m or 2 m ?

UH address please

In a message dated 6/14/2012 8:44:59 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes please send it to me so we can start the paperwork so it will be ready. Per the contract we will need the insurance in place before any money is released.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 8:37 am

Subject: (no subject)

To: <rsheriff7@gmail.com>, <rsheriff@hawaii.edu>

In order to expedite the 200k ... would you like me to write a request NOW ... so we can do it as quickly as possible?

Re: Email Flyers

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 14, 2012 2:14 PM

To:

As long as I get an invoice and request for the check soon, we should be able to have the check ready to go on public sale.

The insurance just needs to be in place before public sale in July. I do understand why UH Legal Counsel wants it that way. They do not want Athletics to be on the hook for \$200,000 that has left the department.

I will send you the what we plan send out., prior to anything being sent to our boosters.

I am still waiting on your release info and email poster.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Thu, Jun 14, 2012 1:11 pm
Subject: Email Flyers
To: <rsheriff@hawaii.edu>

do not... automatically send out email blast ...

I need to look it over ...

This insurance (getting it immediately has thrown me a curve ball ...

Not getting deposit money ... in a timely manner, ill slow things down

In a message dated 6/14/2012 9:40:51 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

If you can include a generic press release with the event poster so our folks have a base to work from , that would be great.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Thu, Jun 14, 2012 8:17 am
Subject: Email Flyers
To: <rsheriff@hawaii.edu>

Public Sale : Aloha Stadium ?

Charge by phone?

In a message dated 6/14/2012 7:38:04 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

, not sure what info you want. I do not think the flyer has to be to specific for each group since each one will send their specific information in their email along with the flyer. I will get you what ever you want if you can tell me what other info you would need or want to include.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Wed, Jun 13, 2012 8:11 pm
Subject: Email Flyers
To: <rsheriff@hawaii.edu>

I need a step by step procedure for each of the 3 versions of the email blast

In a message dated 6/13/2012 6:40:16 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Can you forward the Corporate Partner Logo and an H logo to _____, The ones I have are not very good resolution.

Thanks,

Rich

----- Forwarded message -----

From: **Richard Sheriff** <rsheriff@hawaii.edu>
Date: Wed, Jun 13, 2012 at 6:31 PM
Subject: Re: Email Flyers
To: _____

The groups are listed below along with the logos at the bottom. We want 2 flyers for both the AKA group and the Corporate Partner group.

One flyer with \$250 Meet and Greet and one with out \$250 ticket for AKA the \$125 / \$99 / \$85 / \$70 price levels on both flyers

One flyer with \$250 Meet and Greet and one with out \$250 ticket for AKA the \$125 / \$99 / \$85 / \$70 price levels on both flyers

The season ticket holder flyer should be with only the \$125 / \$99 / \$85 / \$70 price levels

Thanks,

Rich

AKA- Ahahui Koa Anuenue and All UH Booster Clubs -Ticket limit 8 per customer
Contact information
AKA Office [808.956.6500](tel:808.956.6500)
Fax: [808.956.4598](tel:808.956.4598)
Email: contactAKA@koaanuenue.org
Website: www.koaanuenue.org
(logo Attached) AKA

CORPORATE PARTNER PROGRAM -

The UHCPP would like a generic event flyer. They will make specific ticket information available on each individual email. They have 72 companies who take part in or Corporate Partner Program. They will have 8 different ticket limit categories. We also have almost 80,000 members of H-Mail that we might offer a maximum of 2 tickets each.

(logo Attached) Corporate Partner

SEASON TICKET HOLDERS - UH Box office

(808)944-2697

etickethawaii.com

Stan Sheriff Center - Box Office

PUBLIC SALE - July 2, 2012 Ticket limit 8 per customer

Stan Sheriff Center - Box Office

Campus Center - UH Manoa

Rainbowtique - Ward Centre

944-2697 - Phones

etickethawaii.com - Website

--

Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

Concert

Tiffany Kuraoka [tkuraoka@hawaii.edu]

Sent: Friday, June 15, 2012 12:15 PM

To: James Kashiwamura [jkashiwa@hawaii.edu]

Cc: Carl Clapp [cclapp@hawaii.edu]; Richard C Sheriff [rsheriff@hawaii.edu]

JR,

I was just informed by Rich Sheriff, Stan Sheriff Center Manager and Carl Clapp that the department is looking to have a concert in the Stan Sheriff Center in August. In order to have this concert they would need to have a \$200,000 check cut to the performer late next week or the following week. The funds for the \$200,000 is to come from advance ticket sales which should begin shortly. Please let me know if this is possible to process. Thanks.

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

several things

Sent: Saturday, June 16, 2012 9:05 PM

To: rsheriff7@gmail.com; rsheriff@hawaii.edu

Rich

1. please DO NOT call the City ,, until days after I send out the 200k

I think it will look like we are rubbing their nose in it

2, Did you find out which bank the check will come from?

without our money in their hands ... the city still could squeak ... please
leave a sleeping dog sleep.

Thanks

Re: Email Flyers

Sent: Monday, June 18, 2012 11:11 AM

To: rsheriff@hawaii.edu

Rich ...

1. should have insurance later today

2. when can I expect the 200,000

3. have an invoice for the other 25k to put deposits down on media,,,, will touch base with you media contact.

I don't want to give you that invoice until first one comes through.\

Your time has tickets going on sale July 2 that is a Monday ,, , why not June 30th a Saturday?

In a message dated 6/14/2012 3:45:40 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

It should have come from Ryan, if you need me to send it again, I can.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 3:32 pm

Subject: Email Flyers

To: <rsheriff@hawaii.edu>

I MUST HAVE MISSED IT CAN YOU SEND ME A FINAL CONTRACT ...

I WILL SIGN IT AND FAX IT BACK

WHEN YOU ARE DISCUSSING THE FLYER / PR ... PLEASE CC COPY

In a message dated

6/14/2012 3:18:47 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes you are correct, I will make sure that the money after expenses will get back to I

Can you sign your contract and return it to me. I will get a copy of our signed contract to you.

On Thu, Jun 14, 2012 at 3:07 PM, <_____> wrote:

Well its a little like the chicken or the egg.

I will send you an invoice and ... perhaps you can prepare the 200k check,

Non performance insurance is specialty insurance ...

I have applied for it this afternoon.

It should be in place tomorrow. In the mean time please get the check in the "pipeline"

Non Performance insurance can only have one primary "insured". I have put it under the UH Athletic Department.

I trust you enough that if the money (minus your expenses and advances) will come back to

Obviously I have 50k of mine in this show already.

When you are happy I we can do the reservations and deposited.

In a message dated 6/14/2012 2:45:37 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The insurance just needs to be in place prior to money leaving the department.

This is the Corporate Partner email Please review

UH Corporate Partners, We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on Saturday, August 18, in a special concert that will serve as a fundraiser for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats. There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (see attached arena schematic). Based on your UH Corporate Partner level, you will be able to secure the following maximum number of tickets: Diamond

40	
Platinum	32
Koa	24
Kaimana	16
Kula	12
Makana	10
Ohana	10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?

tab=corpoanteater We will need to receive a firm ticket number from you by Wednesday, June 27.

After that date, you will be contacted about payment.

Please contact Cory Enriques, UH marketing assistant, at 956-9201 or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, John, Brent, Aaron, & Cory

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Email Flyers

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Wednesday, June 20, 2012 1:40 PM

To:

I am little confused. I thought we had talked about our pre-sale timeline being 2 weeks (June 18-29) with the thought that we would have the money ready to go in a week and a half(June 27. That way we could target June 30 or the first week of July for public sale.
I hope we can have the agent hang on, we are doing everything we can to get a check sooner.

Rich

On Wed, Jun 20, 2012 at 9:23 AM, <_____> wrote:

Invoice # 2

In a message dated 6/13/2012 6:32:05 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The groups are listed below along with the logos at the bottom. We want 2 flyers for both the AKA group and the Corporate Partner group.

One flyer with \$250 Meet and Greet and one with out \$250 ticket for AKA
the \$125 / \$99 / \$85 / \$70 price levels on both flyers

One flyer with \$250 Meet and Greet and one with out \$250 ticket for AKA
the \$125 / \$99 / \$85 / \$70 price levels on both flyers

The season ticket holder flyer should be with only
the \$125 / \$99 / \$85 / \$70 price levels

Thanks,

Rich

AKA- Ahahui Koa Anuenue and All UH Booster Clubs -Ticket limit
8 per customer

Contact Information

AKA Office 808.956.6500

Fax: 808.956.4598

Email: contactAKA@koaanuenue.org

Website: www.koanuenue.org

(logo Attached) AKA

CORPORATE PARTNER PROGRAM -

The UHCPP would like a generic event flyer. They will make specific ticket information available on each individual email. They have 72 companies who take part in or Corporate Partner Program. They will have 8 different ticket limit categories. We also have almost 80,000 members of H-Mail that we might offer a maximum of 2 tickets each.

(logo Attached) Corporate Partner

SEASON TICKET HOLDERS - UH Box office

(808)944-2697

etickethawaii.com

Stan Sheriff Center - Box Office

PUBLIC SALE - July 2, 2012 Ticket limit 8 per customer

Stan Sheriff Center - Box Office

Campus Center - UH Manoa

Rainbowtique - Ward Centre

944-2697 - Phones

etickethawaii.com - Website

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

REQUISITION

FEDERAL FUNDS APPLY: YES NO

DELIVER TO (INCLUDE DEPARTMENT NAME)
 University of Hawaii
 Athletic Department
 1337 Lower Campus Rd
 Honolulu, HI 96822
 USA

REQUISITIONER
 Richard c Sheriff *RCS* PHONE NO
 808-956-6955

PURCHASING OFFICER
 Carl Clapp PHONE NO.
 808-956-6523

DELIVER ON/BEFORE VENDOR TERMS

DELIVER PREPAID VIA
 Best Way

QUOTE DATE/REFERENCE

OTHER VENDORS CONTACTED AND THEIR QUOTATIONS

VENDOR:

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL							
1	1	each	Deposit for Benefit Concert for UH Athletics in the Stan Sheriff Center August 18th, 2012	3400	200,000.00	200,000.00							
<table border="1"> <tr> <td>ACCOUNT NO.</td> <td>AMOUNT</td> <td>TOTAL</td> </tr> <tr> <td>095600/2530</td> <td>200,000.00</td> <td>200,000.00</td> </tr> </table>						ACCOUNT NO.	AMOUNT	TOTAL	095600/2530	200,000.00	200,000.00	TOTAL	200,000.00
ACCOUNT NO.	AMOUNT	TOTAL											
095600/2530	200,000.00	200,000.00											
						R834500							

EQUIP LOCATION: (BLOG. & ROOM) OR INCORPORATE W/ DECAL OR P.O. N EQUIP OWNED BY:
 FEDERAL AGENCY: UH

I CERTIFY THAT THIS PURCHASE SUPPORTS THE UNIVERSITY PROGRAM INDICATED IN THE ACCOUNT CODE BLOCK. I CERTIFY THAT SUFFICIENT FUNDS ARE AVAILABLE IN THIS ACCOUNT FOR THIS PURCHASE AND THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE UNIVERSITY POLICIES AND PROCEDURES.

APPROVING AUTHORITY *[Signature]* TITLE *6/20/12* FISCAL OFFICER *[Signature]* TIFFANY KURAOKA DATE *6/20/12* F.D. CODE 00067

Comments:

EXHIBIT Z

Re: - Sales update

Teri Chang [teric@hawaii.edu]

Sent: Monday, June 25, 2012 7:52 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Yup

Sent from my iPhone

On Jun 25, 2012, at 7:19 AM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

> Teri can you help me push Carl to get the down
payment wired out ASAP! called this weekend and he
is getting nervous that the agent might pull out.

>

>

>

> Sent from my HTC on the Now Network from Sprint!

>

> ----- Reply message -----

> From: "Teri Chang" <teric@hawaii.edu>

> Date: Sun, Jun 24, 2012 11:38 pm

> Subject: - Sales update

> To: "Walter Watanabe" <wtwatana@hawaii.edu>

> Cc: "James J Donovan III" <jdonovan@hawaii.edu>, "Carl Clapp" <cclapp@hawaii.edu>, "John McNamara"

<johnpm@hawaii.edu>, "Baldemor, Vince"

<vince@koaanuenue.org>, "Richard Sheriff"

<rsheriff@hawaii.edu>, "Kelsy Yoshimura"

<kelsyy@hawaii.edu>, "Troy Yamamoto"

<troyy@hawaii.edu>, "Carol Gouveia"

<cgouveia@hawaii.edu>, "Jeannie Lee"

<ljeannie@hawaii.edu>

>

>

> Awesome job thank you Walter!

>

> Sent from my iPhone

>

> On Jun 24, 2012, at 10:40 PM, Walter Watanabe

<wtwatana@hawaii.edu> wrote:

>

> > OK, I just finished processing all the orders that I got from Carol & Brent so far. This total plus what the season ticket holders bought this weekend comes out to.....

> >

> > 1,542 tickets for \$201,575

> >

> > Now this revenue # does include fees that we collected, but who cares, we've got over \$200,000 processed!!!!

> >

> >

>

>

Re: Scanned AG Document

Sent: Monday, July 02, 2012 9:00 PM

To: rsheriff@hawaii.edu

Rich ... ***confidentially*** ... Their logic escapes me ...

However ... what happens if the 2nd deposit comes along and they refuse to pay it even though the money is in the box office ...

It is like they are trying to hold us hostage by pointing a gun at their own head.

We'll make them happy ...

I should have the insurances paperwork tomorrow.

In a message dated 7/2/2012 4:28:53 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I have been told by the Dispersing Office that no more checks will be cut until they have confirmation of the Non-Performance Insurance.

Rich

On Mon, Jul 2, 2012 at 11:09 AM, < > wrote:
please start the process on invoice for 25k for media deposits

In a message dated 7/2/2012 9:52:23 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Carl,
I received this scanned copy of the AG form from yesterday. Let me know if this is OK.
is working on getting the Non Performance Insurance to UH. I will keep you posted.

Rich

----- Forwarded message -----
From: < >
Date: Sun, Jul 1, 2012 at 9:12 AM
Subject: Scanned AG Document
To: rsheriff7@gmail.com, rsheriff@hawaii.edu

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Invoice No. 40183

INVOICE

Customer

Name	University of Hawaii / Athletic Department		
Address	Lower Campus // Old Quarry		
City	Honolulu,	State HI	ZIP 96822
Phone	808 956-6955		

Date	7/9/2012
Order No.	12-001
Rep	Richard Sheriff
FOB	

Qty	Description	Unit Price	TOTAL
		\$0.00	
1	Deposit @ Stan Sheriff Center August 18, 2012	\$200,000.00	\$200,000.00
0	Direct wire transfer to budget item "1" Invoice 40183		
		SubTotal	\$200,000.00
		Tax	\$0.00
		Taxes TOTAL	\$200,000.00

Payment Details

Check

Due Upon Receipt

RICH SHERIFF

Human
Resources
Information
NetworkAPT Broadband
Administration Panels

● Search for another PD

View Permanent Redescription Information

Position: 0080072, PHYSICAL PLANT MGT

Approved Date & Time: 9/15/2011 2:02:28 PM
Effective Date: 8/1/2011

Position Information:

Band: B

Career Group: Athletics Group

Functional Title: AUXIL & FAC SVCS OF

Campus: MA

College/Office: INT ATHLETICS UHM

Geographic Location: UH

Department:

Section:

Unit:

Bargaining Unit Code: 08

Employing Agency Code: 22460000

Supervisor: PHYSICAL PLANT MGT, 0077258

Account Code: G023

Duties and Responsibilities

- ** Serve as UH Manoa Athletic department representative to all patrons and tenants at the Stan Sheriff Center (SSC).
- ** Oversee event management and facilities operations of SSC so that staff, tenants, patrons, employees, the University of Hawaii and the State of Hawaii's interest are best served.
- ** Oversee event management personnel - HPD special duty, registered nurse, usher supervisors, ushers, operations crew, ticketing, merchandising, marketing and promotions, media relations, food service, television crew for all events @ SSC.
- Create job description and related duties for SSC staff. Develop a program of policies and procedures for SSC staff and all other personnel working in the SSC.
- ** Hire and train (65) personnel who include (1) Assistant SSC manager for facilities - events management, (1) Assistant SSC manager - operations, (2) Custodians, (1) Groundskeeper, (11) Ushers supervisors, (40) Student ushers, (9) Student operations crew.
- ** Implement plans for policies and procedures in the areas of, technical requirements, emergency's and emergency evacuation, employees conduct and work performance standards, crowd control, tenant & patron conduct for all events @ SSC.
- ** Plan, direct and coordinate all Stan Sheriff Center (SSC) events by maintaining and coordinating an event and practice schedule for use of SSC and SSC hospitality areas.
- ** Create employees work schedule for Assistant managers, HPD, Nurses, Custodians, Ushers sups, Student ushers & operations crew to ensure all events are properly staffed and facility is prepared for user in a safe and proper manner.
- Create employees work schedule for food service and cleaning contractor to ensure all events are properly staffed and facility is prepared for tenant in a safe and proper manner.
- ** Develop & implement plans for adapting SSC and SSC equipment for tenants specific needs & requirements. Formulate rental rates for use of SSC and SSC equipment.
- Develop and implement annual rental and booking goals and objectives with supporting justification.
- Translate goals and objectives into budget proposals. Negotiate with UH athletic administration for fiscal year budget increases and cutbacks.
- Oversee and administer \$430,000.00 annual budget. Monitor budget on a daily basis.
- Log and monitor income derived from SSC and equipment rental. Supply business manager with an updated accounting of revenue generated. Produce purchase requests for the acquisition or repair of equipment as needed from SSC equipment and supplies budget.
- ** Conduct SSC site walk thru for prospective tenants and organizations. Discuss technical production requirements, seating options, staging placements as well as other services and capabilities available for use @ the SSC.
- Negotiate and write contractual agreements for outside user organizations.
- Oversee and administer written contracts. Implement changes to contracts to meet specific needs of individual tenants.
- Negotiate settlement after fulfillment of contract with promoter or tenant. Create billing documentation and bill outside users, log and monitor accounts receivables.
- Formulate specifications for custodial maintenance and refuse removal service contract. Approve final draft of contract.
- Cultivate a list of prospective custodial maintenance clients. Oversee execution of contract. Inspect work performed. Write report of discrepancies and negotiate settlement of work not properly performed.
- ** Have working knowledge and ability to trouble shoot all systems vital to the safe operation of the SSC and equipment of SSC including but not limited to:

- ** Electrical system, mechanical system, plumbing & sump pump system, water pressure system, fire alarm and emergency systems, HVAC systems, SSC sound system, scoreboard and video screen system, forklift, forklift auto scrubber, maintenance cart & Man lift.
- ** Develop, implement & coordinate a preventative and active maintenance program for all systems and equipment within the SSC.
- Perform minor repair and maintenance jobs for SSC and equipment within the SSC. Notify proper personnel for major repair jobs and/or other repairs that cannot be performed by SSC staff.
- Oversee major repair projects in coordination with UH Manoa Facilities Department.
- Inventory all SSC equipment and supplies. Produce purchase orders and / or order supplies as needed.
- Handle complaints personally with written replies or provide explanations to patrons and others concerning house policies and procedures.
- Call emergency services when needed. Oversee care given. Make oral & written reports of incidents. Assure reports are clear, concise, complete, comprehensive, and accurate so that a factual, unbiased account of the incident or accident is on record.
- Develop & implement orderly ingress and egress plan for patrons of SSC. Notify security personnel as needed.
- Assess vandalism / damage to SSC property and equipment attributed to tenant use of the SSC. Obtain acknowledgement from tenant. Schedule damage repair and formulate billing charge when appropriate.
- Monitor concession contracts and work schedules for University of Hawaii Manoa events and non-University events.
- Maintain contact with concessionaires to monitor and evaluate their services during events. Recommend solutions to problems attributed to concession operations that impede performances and patron's enjoyment of events @ SSC.
- Log in/out lost and found items. Handle inquiries from patrons. Maintain descriptive log of all items, store items in a safe/secure area.
- Oversee all aspects of 10,000 seat Stan Sheriff Center with a schedule that includes events and practices nearly 365 days per year.
- Coordinate with UH Manoa Administration, UH athletics administration, marketing, media relations, media, booster clubs, alumni, parking, merchandising and food service to facilitate their needs when attending the SSC.
- Know, recognize and comply with the laws, policies, rules, and regulations governing the University of Hawaii and its employees, and the rules of the NCAA and affiliated Conferences as now constituted or as may be amended in the future.
- Immediately advise the Director of Athletics or designee if there are reasonable cause to believe violations, whether by employees, students, or others, have occurred or will occur.
- Other duties as assigned

Judgment Exercised

- Work is expected to result in the development of technically thorough, creative, and reliable products representative of high-quality program output.
- Results of planning, analysis, recommendations, or implementation efforts have a significant impact on profit or loss of the organizational entity.
- Work is expected to be technically thorough, creative, correct, and reliable, and result in the development of technically sound products, judgments, studies, recommendations, and documentation.

Originality

- Develops, defines, or applies new or improved techniques, methods, practices, or strategies.
- Uses ingenuity to isolate, define, and/or characterize critical features of problems and solutions, and performs verification tests or evaluations for these problems.
- Presents adaptations or departs from accepted thought or theory to improve products in the specialty area.

Controls Over Position

- The incumbent may recommend or establish policy and procedures applicable to an assignment.
- The incumbent works independently without close supervision and performs most assignments with instructions as to the general results expected.
- Actions that do not commit the organization beyond pre-established limits are usually not reviewed.

Supervision Exercised

- Monitors, coordinates, or directs the work of lower level personnel, clerical assistants and/or student assistants.
- Supervises and directs both administratively and technically a small functional group or a portion of a major program.

Minimum Qualifications

Knowledge, Skills and Abilities

- Considerable working knowledge and understanding of applicable federal and state laws, rules, regulations and theories and systems associated with work specialty.
- Demonstrated ability to resolve wide ranging complex problems through the use of creative reasoning and logic to accurately

determine the cause of the problems and the resolution of the problems in an effective, innovative and timely manner.

- Demonstrated ability to interpret and present information and ideas clearly and accurately in writing, verbally and by preparation of reports and other materials.
- Demonstrated ability to establish and maintain effective working relationships with internal and external organizations, groups, team leaders and members, and individuals.
- Demonstrated ability to operate a personal computer and word processing software.
- For supervisory work, demonstrated ability to lead subordinates, manage work priorities and projects, and manage employee relations.

Equivalencies

- Any equivalent combination of education and/or professional work experience which provides the required education, knowledges, skills and abilities as indicated.

Education and Professional Work Experience

- Possession of a pertinent baccalaureate educational degree and relevant professional experience, possession of the following competencies in technical knowledge, critical thinking skills, communication skills and interpersonal skills:

Knowledge, Skills and Abilities

- Considerable working knowledge of principles, practices and techniques in the assigned specialty areas(s) as demonstrated by the broad knowledge and understanding of the full range of pertinent standard and evolving concepts, principles and methodologies.

Supplemental Minimum Qualifications

- Must be able to work nights, weekends, holidays as needed for scheduled events at the Star Sheriff Center.

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May-2-2002

Date of Interview: July 25, 2012
Interviewee: Walter Watanabe
Fact-Finder Conducting Interview:

1. I, Walter Watanabe, was interviewed by _____ on Wednesday, July 25, 2012.

2. The interview was conducted at a conference room on the second floor of Bachman Hall at the University of Hawaii.

3. _____, a representative of the Hawaii Government Employees Association ("HGEA") also was present at the interview.

4. _____, an associate of _____, was present at the interview.

5. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

6. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred. Accordingly, pursuant to the collective bargaining agreement covering my position, _____ of the HGEA was present at the interview.

7. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

8. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

9. I am the Ticket Manager. I have been employed at the University since 1996. I worked as an Assistant Ticket Manager and in 2004, I became the Ticket Manager.

10. I report to Carl Clapp ("Clapp").

11. As the Ticket Manager, I manage the athletic ticket office, oversee sales of all athletic events, sell tickets for other events and work with Kennedy theater, Leeward Community College, outreach college, and manage the Center's box office business.

Leeward Community College

12. My job responsibilities do not include responsibility to approve the use of the University's facilities.

13. The following people report to me: (1) Donna Tengan (Associate Ticket Manager), (2) Kelsy Mashiwa (Assistant Ticket Manager), (3) Keri Iwaki (Assistant Ticket Manager) and (4) twelve ^{Yoshimura} part-time student employees.

14. I do not get involved with decisions relating to the use of the Center.

15. I believe Teri Chang ("Chang") is responsible for approving uses of the Center. Chang is the head of Facilities. Chang also reports to Clapp.

16. I do not get involved in the process for the dispersal of athletic department funds.

17. Regarding the concert ticket sales, I was told that I need to collect a certain amount of money by a certain date. The money that was collected from ticket sales was deposited into an agency account. There are three or four agency accounts that the ticket office uses. The ticket office will use any account that is not being used. We do not comingle accounts for different events. Each sport has its own ticket account.

18. Whenever we sell tickets for outside events, we deposit the funds into an agency account. This was done for the Hawaii Bowl, the Miss Universe and Volleyball Playoff events. This was not done for the concert because the University did not sell concert tickets. Ticket Plus sold the concert tickets.

19. I met (" ") once at a meeting. was also present at that same meeting.

20. I do not know if the University has dealt with prior to the discussions relating the concert.

21. I have heard of (" "). It is a smaller promoter company that promotes small local events at small venues. I have not worked with at the University.

22. I believe is the owner of .

23. is an event promoter. promotes small events.

24. I do not know how many employees has.

25. I did not do anything to investigate .

26. I do not know if anyone at the University did anything to investigate .

27. I did not task anyone to investigate .

28. I do not know if anyone was tasked with investigating .

29. communicated with Richard Sheriff ("Sheriff") at the University in connection with the concert.

30. Sheriff was 's primary contact at the University.

31. I am not familiar with the entity ("").

32. I did not do anything to investigate .

33. I do not know if anyone else at the University did anything to investigate .

34. I did not task anyone to investigate .

35. I do not know if anyone was tasked to investigate .

36. I do not know of a woman named .

37. I am not familiar with the entity (""). I heard after the fact that money from the concert ticket sales went to .

38. I do not know if the University used the services of or before.

39. I do not know of a man named . I have never spoken to or emailed him. I do not know if anyone at the University has even spoken to him.

40. I do not know of a man named .

41. I do not know of a man named .

42. I do not know how the University became involved in the concert deal.

43. Sheriff was working with on the concert deal. I do not know if anyone else was working with .

44. I do not know who came up with the idea that the concert be a benefit concert for the Athletics Department.

45. showed me a document called Engagement Memorandum Agreement. I have never seen this document prior to this interview.

46. showed me a document called Facilities Services Agreement. I have never seen this document prior to this interview.

47. showed me paragraph 5.A. of the Facilities Services Agreement where it discusses the availability of presale tickets. I have never seen this language before this interview.

48. I handled the concert announcement to the season ticket holders.

49. I was not involved in the wire transfer. I put the ticket sales money into the agency account. That was the end of my role with the money. I recall seeing an email that the transfer was done.

50. I do not know if a concert is a proper use of the Center under applicable University policies. I believe there is a City Charter or agreement that prevents the Center from holding concerts unless the Neal Blaisdell Center approves of the concert at the Center.

51. I did not hear of a need to have insurance in place prior to ticket sales. I was told to sell tickets and was told when to sell tickets.

52. I learned that the concert would not go forward on July 10, 2012. Donovan called me and told me to stop sales, but he could not give me details. I called the ticket outlets and phone sales outlets and told them to stop sales.

53. Donovan asked me to refund the money for the tickets. I did a bulk refund in the system to all people who purchased with credit card. There are some people who have not yet received a refund. Those are the people that purchased at the window. We do not have their contact information and cannot issue refunds until they return to the window.

54. [redacted] showed me an email from Sheriff to [redacted] sent on May 14, 2012. Exhibit A. I was copied on this email regarding the floor seating diagram. This email was sent around the time that I first heard of the [redacted] concert. A floor seating diagram is needed before ticket sales. Sheriff created the floor seating diagram. Sheriff typically prepares the floor seating diagram and asks me to build a ticket sales manifest based on the floor seating.

55. [redacted] showed me an email from Sheriff to various people sent on May 15, 2012. Exhibit B. I attended a meeting on May 18, 2012. The meeting was at the first floor conference room in the Athletics office. [redacted], Sheriff, [redacted], Chang, John McNamara, Clapp, Vince Baldemor, and I were present. Donovan did not attend the meeting. The meeting was an overview of the concert that Sheriff and [redacted] were planning. The tone of the meeting was to ask if there was anything that would prevent the concert from occurring. No one raised any concerns. Presale tickets were discussed. Sheriff and [redacted] wanted to take care of groups that help the University. Sheriff and [redacted] wanted to offer presale tickets to Koa Anuenue and the corporate partners. The season ticket holders were a secondary group that they wanted to offer presale tickets to. After the meeting, on another day, Sheriff asked me to build an event in the system so that the ticket sales could start soon.

56. [redacted] showed me an email from Sheriff to various people sent on May 30, 2012. Exhibit C. This email was about ticket limits to the groups. Sheriff and [redacted] wanted to decide the limits based on what would be fair. My role is limited to the season ticket holders and the public. ~~Sheriff gave~~ the maximum number of reserved tickets based on each group's level of contribution to the University. Maximum numbers were also in place to prevent ticket scalping.

Each Group would decide on

57. [redacted] showed me an email from Sheriff to various people on June 10, 2012. Exhibit D. On the second page is an email from Sheriff "To all" regarding the change in the concert date. Sheriff said that there was a scheduling conflict with [redacted]'s

availability. The email on the first page sent on June 10, 2012 relates to a meeting. But this meeting did not occur or if it did occur, I did not attend.

58. showed me an email from Sheriff to me sent on June 14, 2012. Exhibit D. I emailed Sheriff to tell him that the press release has inaccurate information, such as the wrong phone number for ticket sales. The booster club should be Koa Anuenu. I did not want the wrong information to be sent out and confuse the fans.

59. showed me an email from Sheriff to sent on June 21, 2012. Exhibit E. The pacmail email blast went out on June 22, 2012. The pacmail is an email created by our (marketing group) that we use for email blasts. Sheriff told me to send out the pacmail ASAP. June 22, 2012 was the earliest date it could be sent because that is when it was created by the marketing company. *software vendor (Paciolan)*

60. Sheriff would ask me to do things related to the concert. I would update Clapp at our weekly meetings and let him know that Sheriff was giving certain instructions to me. Clapp never questioned my actions when he knew that Sheriff was giving me direction or instructions. Clapp knew that Sheriff was giving me instructions.

61. showed me an email from me to Sheriff and others sent on June 21, 2012, regarding the pacmail. Exhibit F. The software vendor created this pacmail.

62. showed me an email from Sheriff to me sent on June 21, 2012. Exhibit G. I asked Donovan to review the pacmail notices prior to the pacmail being sent out. Donovan suggested that the purchase by deadline be by 5:00 p.m. on June 26, 2012. I always ask Donovan, McNamara or Clapp to review the pacmail before sending them out. I asked Sheriff about the deposit deadline and tried to make sure that the ticket sales deadline was prior to the deposit deadline.

63. showed me an email from me to Tiffany Kuraoka sent on June 22, 2012. Exhibit H. I worked on Sunday to process all the presales to get the money deposited into the account on Monday. I understood from Sheriff that \$200,000 was needed. I did not review any documents regarding the \$200,000. I just took Sheriff's word for it.

64. showed me an email from me to various people sent on June 23, 2012. Exhibit I. I sent this email as a status update of the ticket sales. It was not as good as I had hoped. The goal was to have a sell-out. Selling 600 tickets in two hours does not indicate that a sell-out will occur.

65. showed me an accounting document that has my name on it. Exhibit J. This is a Udoc. My name is on it as the responsible person because these accounts are under my purview. This is an agency account where the ticket sales monies were deposited.

66. showed me an email from me to Sheriff sent on July 2, 2012. Exhibit K. In this email, Sheriff is telling me to send information on the ticket outlets. I was not in regular contact with . I contacted him once because Sheriff asked me to do so.

67. _____ showed me an email from me to _____ sent on July 9, 2012. Exhibit L. Sheriff asked me to forward my email to _____ regarding the ticket sales. I may have emailed _____ a total of two or three times, all at the direction of Sheriff.

68. Sheriff was in charge of the event and giving instructions to everyone. This was not out of the ordinary. We work together often and this was business as usual.

69. I would not have received any benefit from the concert going forward.

70. I am not aware of anyone who would personally benefit from this concert going forward.

71. _____ asked if there was anything else I would like to add and I did not have anything to add at the conclusion of the interview.

The foregoing is a true and accurate summary of my statement to the fact-finder.



WALTER WATANABE

8/16/12

Date

Floor seating diagram

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, May 14, 2012 3:52 PM

To: ; Walter Watanabe [wtwatana@hawaii.edu]

Attachments: Floor Seating.xls (25 KB)

Attached is the floor seating diagram, I have allotted for a 28' x 28' stage, will have an additional 10' before the first row in each section. The price break will be the yellow seat \$250 Meet and Greet, the rest of the Floor and all of the soft seats in the risers \$125. The remainder of the lower bowl \$99. The next closest 3000 +/- seats in the upper bowl \$80 and the last 3000 +/- \$70.

The red seats in the diagram are marked for ADA seats.

Let me know if you have any concerns or comments before we input this into the the seating manifest.

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit A

RE: Benefit Concert Presale Meeting

John McNamara [johnpm@hawaii.edu]

Sent: Tuesday, May 15, 2012 11:37 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

May 18 is best for me.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Tuesday, May 15, 2012 11:22 AM

To: Carl Clapp; vincentb@hawaii.edu; Walter Watanabe; John McNamara; Teri Chang

Subject: Benefit Concert Presale Meeting

Please let me know your availability on Friday May 18th or Monday May 23 for a meeting regarding presale of tickets for a UH Athletic Department Benefit Concert.

Thanks,

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit B

Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Wednesday, May 30, 2012 12:00 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [jeannie@hawaii.edu]

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of
- UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

AKA Members
Corporate Partners
AD's Cabinet
All Booster Clubs
Season Ticket Holders
H-Mail Members
UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit C

Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheff@hawaii.edu]

Sent: Sunday, June 10, 2012 3:46 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]

Here is the update!

We are very close to finishing the Benefit Concert contract. I would like to meet this week Tuesday or Wednesday regarding pre-sale tickets to all of our groups that support UH Athletics.

The concert is scheduled for Saturday August 18th. We are holding both Friday August 17th and Sunday August 19th as possible second show dates.

I would like to firm up our pre-sale plan.

() is producing an email flyer for UH to send out to our target groups. I would like us to send this flyer out this Friday or Saturday and start taking ticket reservations on Monday June 18th.

has asked me to let him know how many people we plan on targeting for the pre-sale. Can everyone send me the total numbers of members of the target groups (AKA, Corporate Partners, Booster Clubs Members, Season Ticket holders, UH Staff Members and H-Mail members). If I have forgotten anybody please include the in your response.

Can you let me know your availability for a meeting on Tuesday June 12th or Wednesday June 13th.

Thanks,

Rich

Exhibit D

On Thu, May 31, 2012 at 5:34 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

AKA Members
Corporate Partners
AD's Cabinet
All Booster Clubs
Season Ticket Holders
H-Mail Members
UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: @UH

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 14, 2012 5:12 PM

To: Walter Watanabe [wtwatana@hawaii.edu]

Cc: John McNamara [johnpm@hawaii.edu]; vincentb@hawaii.edu; Baldemor, Vince [vince@koaanuenue.org]; Carol Gouveia [cgouveia@hawaii.edu]; Gouveia, Caroline [carol@koaanuenue.org]

Are you talking about the release from . That was ment as just a guideline. John is working on one for his sponsors and I am working with Carol on one for AKA.

Rich

On Thu, Jun 14, 2012 at 5:06 PM, Walter Watanabe <wtwatana@hawaii.edu> wrote:

Rich,

There are some inaccuracies in the release. Please make sure this version doesn't go out until we revise it.

Thanks,
Walter

On Thu, Jun 14, 2012 at 4:57 PM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Below is some information provided by if you choose to include any of it in your concert ticket announcement.

is working very hard to make the Meet & Greet happen for this show. At thios point in time we do not have confirmation of his attendance, so we need to refer to it as a VIP reception until we have confirmation that will be able to attend the reception.

Exhibit E

----- Forwarded message -----

From: <_____>
Date: Thu, Jun 14, 2012 at 4:47 PM
Subject: Fwd: @UH
To: rsheriff7@gmail.com, rsheriff@hawaii.edu

From: _____
To: _____
Sent: 6/14/2012 4:19:29 P.M. Hawaiian Standard Time
Subj: @UH

TO PLAY BENEFIT CONCERT FOR UH
ATHLETICS

SATURDAY, AUGUST 18, 8PM
STAN SHERIFF CENTER

University of Hawaii supporters will have a unique opportunity to help the Athletic Department and experience the excitement of a rare Hawaii performance by the legendary _____ when he performs on Saturday, August 18 at the Stan Sheriff Center. A special pre-sale will be held for Booster Club members, Season Ticketholders, students and alumni before tickets are available to the general public. Tickets can be purchased online or by calling 956-4482 beginning on XXXXXXXX at XAM.

One of the most celebrated and loved figures in music, _____ has garnered 25 Grammy Awards, charted 32 Number One singles, and sold over 100 million units worldwide. He has received the Lifetime Grammy Achievement Award, and in May was given the Billboard Icon Award.

Despite all of the acclaim, he remains an earnest, engaging and thrilling entertainer, as seen in his triumphant performance in England for the Queen's Diamond Jubilee. Although decorum prevented her from dancing and singing along, Hawaii fans will

have no such reservations.

_____ was born _____, in Saginaw, Michigan as _____. His mom moved the family to Detroit, where he began singing in the choir. By the age of nine, he was a recognized child prodigy who played keyboards, drums and harmonica. He was signed by _____ to _____, and was the youngest performer to achieve a No. 1 record at the age of 13: "Fingertips, Part 2".

His infectious spirit and joy has permeated all of his recordings, with highlights including *For Once In My Life*, *Talking Book*, *Innervisions*, and *Songs in the Key of life*.

_____ is also a champion of humanitarian efforts, with awards from the President's Committee on Employment of Handicapped People, Mothers Against Drunk Driving, the Children's Diabetes Foundation and the American Association of People with Disabilities.

Proceeds from this concert will benefit the University of Hawaii Athletic Department, and is produced in association with _____

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Fwd: PROOF: Your Priority Offer for

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 21, 2012 10:26 PM

To:

The booster club presidents were suppose to be notified today. The attached email will go out to the season ticket holders tomorrow morning. They will be able to reserve tickets starting Saturday at 9AM. The box office will also be open for window reservations and phone reservations on Saturday. We are just over \$100,000 in ticket reservations as of 5PM today.

I talked to John McNamara about the media blitz for public sales. He feels we can get the word out with minimal or no cash if we can offer some tickets and then use our UH trade on the back end to complete the advertising packages. Do you have a standard formula that you work from or are you OK with John and I determining the amount of tickets per media sponsors as applicable.

Let me know your thoughts. I will keep you posted on the ticket reservations and the status of the wire transfer.

Rich

----- Forwarded message -----

From: **Walter Watanabe** <wtwatana@hawaii.edu>

Date: Thu, Jun 21, 2012 at 9:01 PM

Subject: Fwd: PROOF: Your Priority Offer for

To: John McNamara <johnpm@hawaii.edu>, Carl Clapp <cclapp@hawaii.edu>, Richard Sheriff <rsheriff@hawaii.edu>, Teri J Chang <teric@hawaii.edu>, "Baldemor, Vince" <vince@koaanuenue.org>

Cc: Kelsy Yoshimura <kelsyy@hawaii.edu>, Troy Yamamoto <troyy@hawaii.edu>

This pacmail email will be going out to all season ticket holders tomorrow

Exhibit F

morning. Let me know if you see anything major, if not it's going.

Thanks,
Walter

----- Forwarded message -----

From: **University of Hawaii** <reply-85@pacmail.em.marketinghq.net>

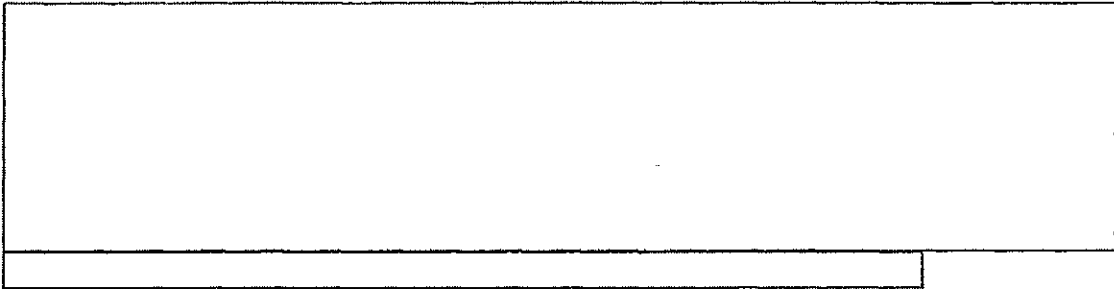
Date: Thu, Jun 21, 2012 at 2:16 PM

Subject: PROOF: Your Priority Offer for

To: wtwatana@hawaii.edu

[Use this link to view a web version of this email](#)

	:09F2DAC1			



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Office of Intercollegiate Athletics - 1337 Lower Campus Road - Honolulu, HI 96822-2370

To deactivate your account, use either the mailing address above or the link below.

[Modify your profile or unsubscribe](#)

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Season ticket holder deadline

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 21, 2012 2:09 PM

To: Walter Watanabe [wtwatana@hawaii.edu]

Cc: Troy Yamamoto [troy@hawaii.edu]; Kelsy Yoshimura [kelsyy@hawaii.edu]

Thanks Walt!

On Thu, Jun 21, 2012 at 2:08 PM, Walter Watanabe <wtwatana@hawaii.edu> wrote:

Rich,

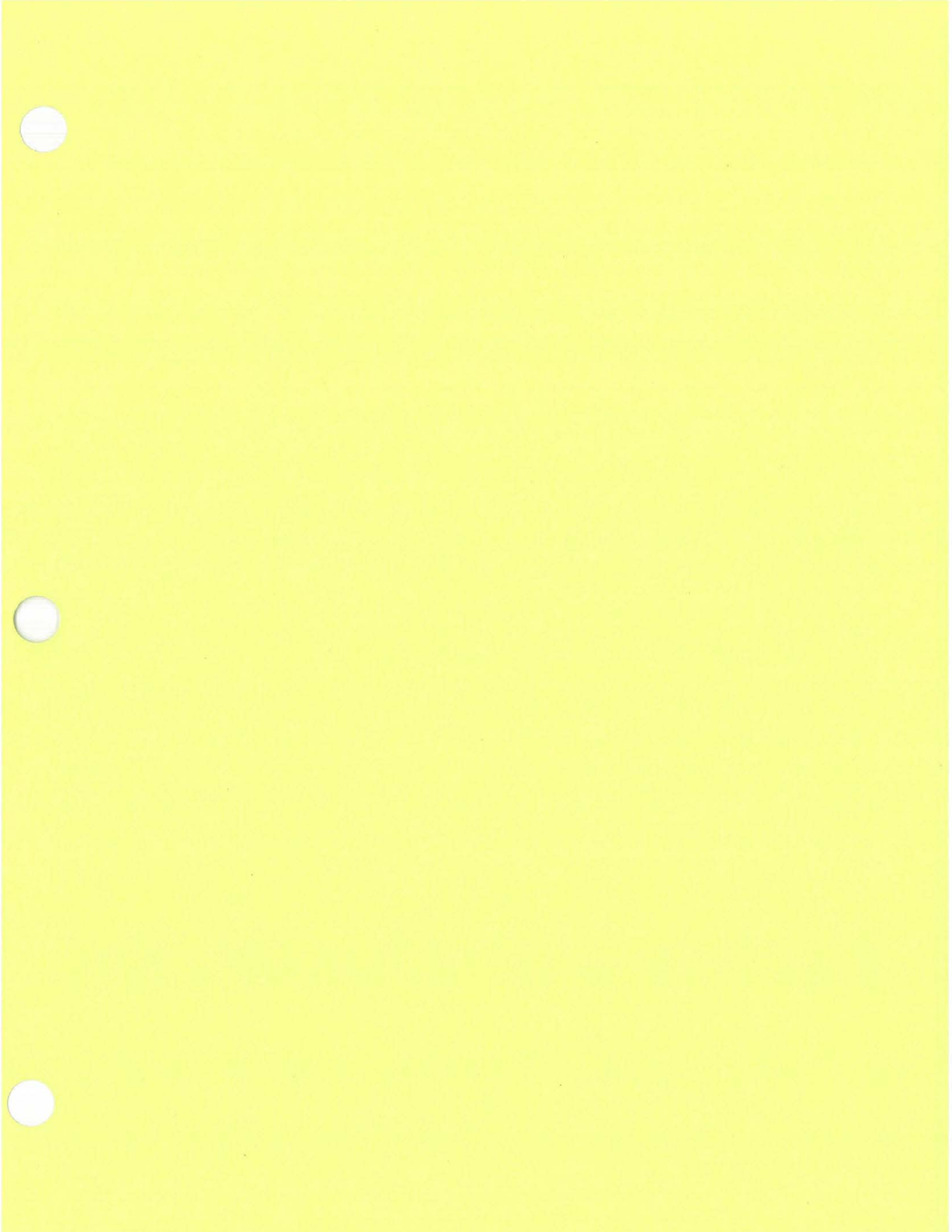
I talked to Jim, and he said to make the deadline Tuesday at 5pm.

I talked to Paciolan, and they will send out the Pacmail to season ticket holders around 11am Hawaii Time tomorrow.

Walter

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit G



Re: Payment to : for Benefit Concert

Walter Watanabe [wtwatanabe@hawaii.edu]

Sent: Friday, June 22, 2012 12:38 PM

To: Tiffany Kuraoka [tkuraoka@hawaii.edu]

Cc: Richard Sheriff [rsheriff@hawaii.edu]

Whatever I collect from the different groups over the weekend will be deposited by Monday or Tuesday.

On Jun 22, 2012 11:42 AM, "Tiffany Kuraoka" <tkuraoka@hawaii.edu> wrote:

Walter,

Is all this money going to be deposited by Monday or Tuesday?

On Fri, Jun 22, 2012 at 10:47 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Carl

According to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everything in place to either wire transfer or have a check cut to overnight mail to the Ercow Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

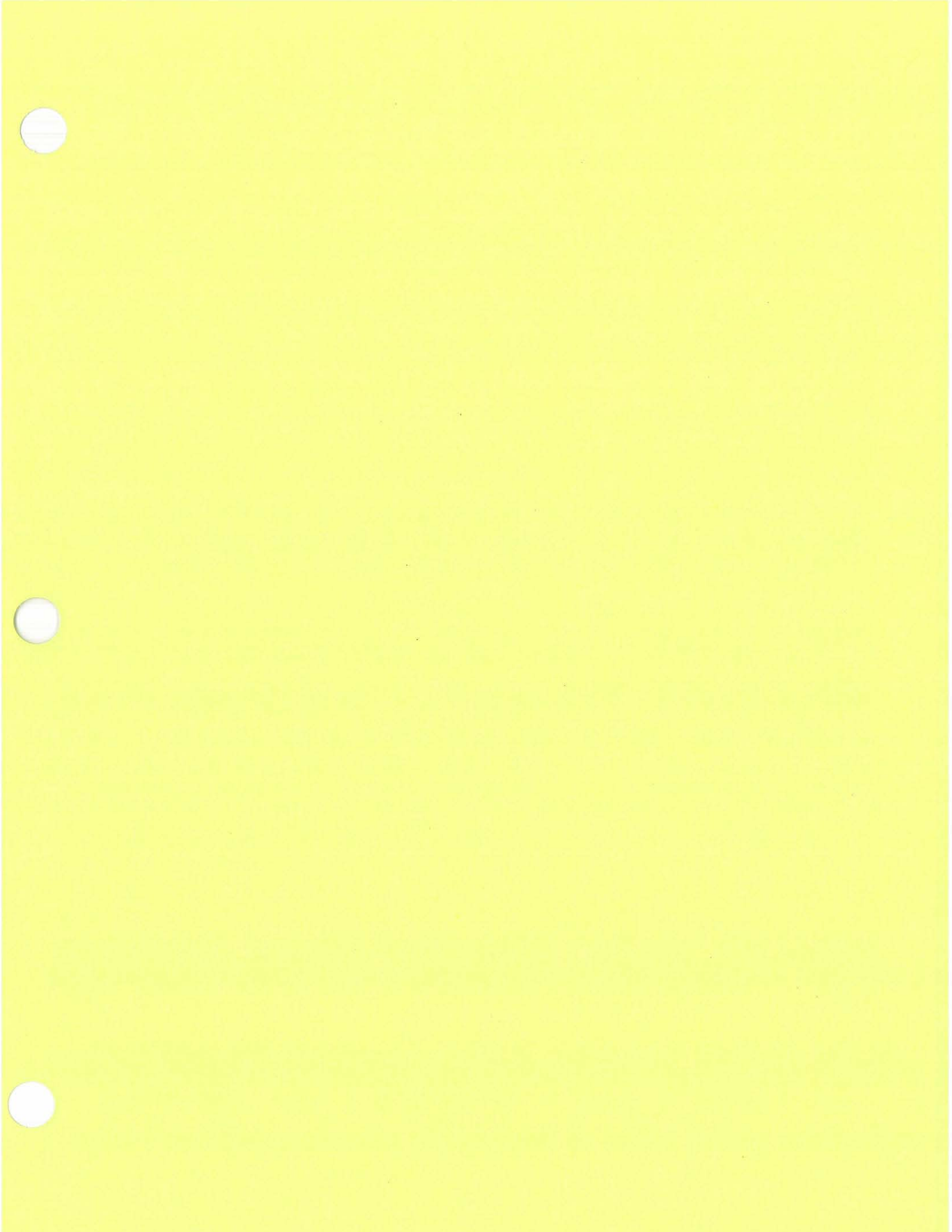
--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

Exhibit H



2-hours into sales update

Walter Watanabe [wtwatana@hawaii.edu]

Sent: Saturday, June 23, 2012 11:22 AM

To: James J Donovan III [jdonovan@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Baldemor, Vince [vince@koaanuenue.org]; Teri J Chang [teric@hawaii.edu]; Richard Sheriff [rsheriff@hawaii.edu]

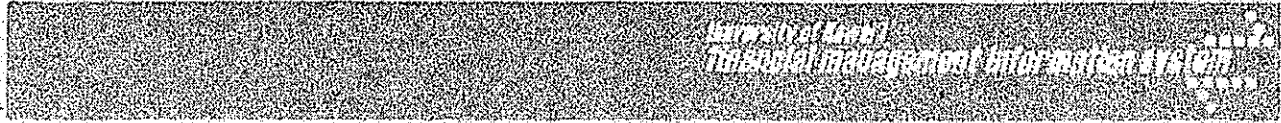
After 2 hours of being on sale to the season ticket holders:

600 tickets sold to season ticket holders - \$64,700

This does not include the AKA or Corp partner tickets which totaled \$108,932 yesterday according to Rich.

Not as good as I had hoped.

Exhibit I



eFmis Info purchasing | financial accounting | contracts & grants | deposits | fixed assets | eTravel | logout

<< SELECT OTHER TRANSACTIONS

<< RETURN TO MAIN OPTION

FINANCIAL ACCOUNTING APPLICATION OPTIONS - INQUIRE ON TRANSACTIONS

VIEW SELECTED TRANSACTIONS

Account: 095608 ALOHA STADIUM TICKETS-EXTERNAL
 CC: MA FO: 00067
 FY: 2012 Resp Person: WATANABE, WALTER

Transactions for the month of June, 2012

Sub Code	Trans Code	Ref 1	Document Date	Ref 2	Description	Expenditure Amount	Encumbrance Amount	P/F	Check No	Check Date	Offset Account	Offset Campus	System Date
2530	060		05/11/2012	JG63382	RBT APRIL 2012 SETTLEMENT	15.50	0.00						06/18/2012
2530	068	A257363	06/25/2012	2265370	HAWAII COMMUNITY FOUNDATION	397334.50	0.00	F					06/25/2012
2530	030	0088472	06/25/2012	U067047	6/25/12	-218.00	0.00						06/25/2012
2530	030	0088485	06/25/2012	U067047	6/25/12	-270.00	0.00						06/25/2012
2530	030	0088486	06/25/2012	U067047	6/25/12	-405.00	0.00						06/25/2012
2530	030	0088499	06/25/2012	U067047	6/25/12	-1080.00	0.00			210.00+	270.00+		06/25/2012
2530	030	0088502	06/25/2012	U067047	6/25/12	-2149.00	0.00			405.00+	1,090.00+		06/25/2012
2530	030	0088503	06/25/2012	U067047	6/25/12	-2980.00	0.00			2,149.00+	2,980.00+		06/25/2012
2530	030	0088495	06/25/2012	U067047	6/25/12	-7615.00	0.00			7,615.00+	6,718.00+		06/25/2012
2530	030	0088508	06/25/2012	U067048	6/25/12	-8718.00	0.00			94,627.00+	85,189.00+		06/25/2012
2530	030	0088461	06/25/2012	U067048	6/25/12	94627.00	0.00			263,251.00x			06/25/2012
2530	030	0088463	06/25/2012	U067113	6/25/12	85189.00	0.00						06/25/2012
*** End of Data						194099.00	0.00						

Top of Listing

02x = Budget transactions
 03x = Cash Receipt transactions
 04x = Cash Disbursement transactions

<https://www.hawaii.edu/fmis/acctTrans.do>

6/25/2012

Exhibit J

Fwd: Ticket Outlets

Walter Watanabe [wtwatana@hawaii.edu]

Sent: Monday, July 02, 2012 12:48 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Rich,

Sent below over to them. Left out Rainbowtique and Campus Center as they will not be able to handle large volumes. They should be able to sell but we wont advertise it.

----- Forwarded message -----

From: Walter Watanabe <wtwatana@hawaii.edu>

Date: Mon, Jul 2, 2012 at 12:45 PM

Subject: Re: Ticket Outlets

To:

Online - www.etickeithawaii.com , 24/7

In person - Stan Sheriff Center Ticket Office, M-F, 9am - 5pm

By Phone - (808)944-2697, M-F, 9am - 5pm

Thanks,
Walter

On Mon, Jul 2, 2012 at 12:36 PM,
Still awaiting response.

wrote:

On Mon, Jul 2, 2012 at 10:40 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Walter,

Please send a list of all ticket outlets. for the Public Sale announcement.

Thanks,

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit K

Re: Ticket Layout

Walter Watanabe [wtwatana@hawaii.edu]

Sent: Monday, July 09, 2012 10:38 AM

To:

Cc: rsheriff@hawaii.edu

Attachments: 12 SALES.070912.xls (22 KB)

See attached

On Mon, Jul 9, 2012 at 10:20 AM, <_____> wrote:

Walter

Need a detailed printout of ticket sales / manifest.

Thank you

In a message dated 7/6/2012 8:12:06 P.M. Hawaiian Standard Time, wtwatana@hawaii.edu writes:

We sold 2,700 tickets today. We are at 5,183 total.

Walter

On Fri, Jul 6, 2012 at 12:07 PM, <_____> wrote:

Walter ...

How are tickets going?

Please send me a ticket sales summary at the end of business today.

Thank you,

In a message dated 7/5/2012 10:11:11 P.M. Hawaiian Standard Time, wtwatana@hawaii.edu writes:

Rich asked me to forward this to you.

Thanks,
Walter

----- Forwarded message -----

From: Walter Watanabe <wtwatana@hawaii.edu>

Date: Thu, Jul 5, 2012 at 7:39 PM

Subject: Ticket Layout

To: Richard Sheriff <rsheriff@hawaii.edu>

Rich,

Exhibit L

Take a look, let me know.

Thanks,
Walter

As of 7/9/12, 10:30am

Season	Item	PriceLevel	PriceType	PrTypeName	UnitPrice	OrderQty	Total
12		1	ACC250	Accessible - \$250	250	2	\$500.00
12		1	FLR250	Floor - \$250	250	176	\$44,000.00
12		2	FLR125	Floor - \$125	125	362	\$45,250.00
12		3	L125	Lower Level - \$125	125	1376	\$172,000.00
12		4	L99	Lower Level - \$99	99	1969	\$194,931.00
12		5	U99	Upper Level - \$99	99	878	\$86,922.00
12		6	U85	Upper Level - \$85	85	479	\$40,715.00
12		7	U70	Upper Level - \$70	70	607	\$42,490.00
12		8	ACC70	Accessible - \$70	70	44	\$3,080.00
						5893	\$629,888.00

Human
Resources
Information
NetworkAPT Broadband
Administration Panels● [Search for another PD](#)[View Permanent Redescription Information](#)

Position: 0080974, ATHLETICS

Approved Date & Time: 9/15/2011 2:02:28 PM
Effective Date: 8/1/2011

Position Information:

Band: B

Career Group: Athletics Group

Functional Title: ATHLETIC SUPPORT ST

Campus: MA

College/Office: INT ATHLETICS UHM

Geographic Location: MAN

Department:

Section:

Unit:

Bargaining Unit Code: 08

Employing Agency Code: 2246000

Supervisor: ASSOC ATHLETIC DIRECTOR, 0089244

Account Code: R920

Duties and Responsibilities

- Responsible for 6.5 million dollars in revenues generated through ticket sales at the Stan Sheriff Center Box Office.
- ** Prior to the commencement of each athletic season, develops a master plan for season ticket sales.
- Submits periodic reports to the Associate Athletic Director and assists in projecting the possible revenues from ticket sales.
- ** Develops a policy on the sale of the various categories of tickets (i.e. season, student, etc.).
- Meets with the appropriate Aloha Stadium officials to touch bases pertaining to upcoming season.
- Insures that the bid specifications are sent out for football and that printing is completed in a timely and satisfactory manner.
- ** Oversees all computer ticket selling in the Stan Sheriff Center Ticket Office.
- ** Develops a master seating plan that includes students, faculty/staff, Koa Avenue, visiting boosters, VIP's, press, legislatures, Board of Regents, the University of Hawaii President and the general public.
- ** Accounts for all tickets sold and audits cash receipt ledgers prepared by Assistant Ticket Manager.
- ** Receives all grievances from customers and affiliate organizations over ticket sales and seat assignments. Must be able to make the necessary adjustment and or negotiated an amiable solution.
- ** Supervises the sale of all over the counter, mail in, internet sales, charge (credit cards) and phone ticket sales.
- ** Supervises the distribution of complimentary tickets to coaches and staff, groups and other requested individuals.
- Supervises the sale and distribution of tickets to the visiting team with the visiting ticket office.
- ** Meets and advises the marketing department regarding discounted and special rates for all promotional events.
- ** Supervises the sale of tickets at all home games where admission is assessed.
- ** Following each athletic season, audits and produces reports on projected and actual revenues.
- ** Meets with athletic department officials to review ticket sales and makes recommendations to the Athletic Director for future sales and ticket prices.
- ** Makes recommendations to the Athletic Director on future policies governing ticket sales and seating assignments.
- ** Maintains an operational manual for the management of the Stan Sheriff Ticket Office and sales operation. Assures that the Ticket Office and Athletic Department staffs are kept abreast of all ticket operation policies.
- Receives and responds to all Athletic Department correspondence pertaining to ticket sales.
- ** Prepares the Stan Sheriff ticket office operation budget.
- ** Assures that all monies and credit card charges are properly handled and deposits are made in a timely manner.
- Assists the Associate Athletic Director in developing the Athletic Department's plan.
- Coordinates game by game ticket sales with Aloha Stadium and Les Murakami Stadium (formerly UH Rainbow Stadium).
- ** Supervises all daily activities of the Stan Sheriff Ticket Office.
- ** Responsible for the hiring, training and supervising four full time support staff and 8-10 student assistants. Schedules employees for events & prioritizes workload to meet operating requirements.
- ** Maintains a \$10,000 dollar change fund.
- Know, recognize and comply with the laws, policies, rules, and regulations governing the University of Hawaii and its employees, and

the rules of the NCAA and affiliated Conferences as now constituted or as may be amended in the future.

- Immediately advises the Director of Athletics or designee if there are reasonable cause to believe violations, whether by employees, students, or others, have occurred or will occur.
- Other duties as assigned

Judgment Exercised

- Judgments and decisions impact operations, functions, programs, management, or policies of the program or its organizational segments.
- Judgments are recognized as sound, accurate, and knowledgeable and are generally accepted and followed after general review.
- Work is expected to contribute to the development of new and/or improved techniques and procedures, equipment, materials, products, processes, tests and evaluations, or scientific methods.

Originality

- Recommends constructive ideas to increase the efficiency, effectiveness, and productivity within a specialty area.
- Originates plans, techniques, and/or procedures to apply existing knowledge to ideas, analyses, projects, or tests and evaluations.

Controls Over Position

- The incumbent works with under moderate to general supervision and performs most assignments with instructions as to the results expected.
- Supervisory approval is obtained on proposed work efforts, but the incumbent is allowed some latitude for exercise of independent judgment.

Supervision Exercised

- Coordinates, directs, reviews, and/or monitors the work of others in accomplishment of a specific task.
- Coordinates, monitors, and/or supervises the work of clerical personnel and/or student assistants who require assistance and guidance on specific assignments.
- Coordinates the work of others in accomplishment of specific tasks. Determines task scope and methods of accomplishment; coordinates with subject matter specialists to check accuracy and to develop and express ideas.

Minimum Qualifications

Education and Professional Work Experience

- Possession of a pertinent baccalaureate educational degree and relevant professional experience, possession of the following competencies in technical knowledge, critical thinking skills, communication skills and interpersonal skills:

Knowledge, Skills and Abilities

- Considerable working knowledge of principles, practices and techniques in the assigned specialty areas(s) as demonstrated by the broad knowledge and understanding of the full range of pertinent standard and evolving concepts, principles and methodologies.
- Considerable working knowledge and understanding of applicable federal and state laws, rules, regulations and theories and systems associated with work specialty.
- Demonstrated ability to resolve wide ranging complex problems through the use of creative reasoning and logic to accurately determine the cause of the problems and the resolution of the problems in an effective, innovative and timely manner.
- Demonstrated ability to interpret and present information and ideas clearly and accurately in writing, verbally and by preparation of reports and other materials.
- Demonstrated ability to establish and maintain effective working relationships with internal and external organizations, groups, team leaders and members, and individuals.
- Demonstrated ability to operate a personal computer and word processing software.
- For supervisory work, demonstrated ability to lead subordinates, manage work priorities and projects, and manage employee relations.

Equivalencies

- Any equivalent combination of education and/or professional work experience which provides the required education, knowledges, skills and abilities as indicated.

Supplemental Minimum Qualifications

- Graduation from an accredited four year college or univ with major coursework in business admin, finance, accounting, public admin or related field.
- Five years of progressively responsible professional work experience in financial or cost accounting and managing a ticket event

- operations or similar operation characterized by large volume ticket sales, cashiering & associated cash accounting.
- Knowledge of practices and techniques of management, accounting, marketing, business and selling experience.
 - Ability to plan, organize and direct an extensive box office operation involving ticket sales, reservations, cashiering and cash accounting.
 - Considerable knowledge of Paciolan computerized ticketing systems.
 - Ability to work nights, weekends and holidays. Some overtime work required.
-

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May-2-2002

Date of Interview: July 23, 2012
Interviewee: Howard Shigeo Todo
Fact-Finder Conducting Interview:

1. I, Howard Todo, was interviewed by _____ on Monday, July 23, 2012.
2. The interview was conducted at a conference room on the second floor of Bachman Hall at the University of Hawaii.
3. _____, an associate of _____, was present at the interview.
4. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.
5. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.
6. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.
7. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.
8. I am the Vice President for Budget and Finance/Chief Financial Officer of the University. I have been employed by the University since October 2005, and have held this position since then. As the Vice President for Budget and Finance/Chief Financial Officer, I oversee all financial operations of the ten campus system of the University.
9. I report to University President Greenwood.
10. Six people report to me: (1) Paul Kobayashi, Director of Financial Management & Controller, UH System, (2) Laurel Johnston, Director of Budget, UH System, (3) Blanche Fountain, Director of System Administrative Affairs, (4) my secretary/executive assistant, (5) Jim Nishimoto, Executive Assistant to the Vice President for Budget and Finance/Chief Financial Officer, and (6) Brian Minaai, Associate Vice President for Capital Improvements.

11. Alan Kimura (Accounts Payable Supervisor), J.R. Kashiwamura (Director of Disbursing and Payroll), Karlee Hisashima (Procurement Specialist) and Duff Zwald (Director of the Office of Procurement and Real Property Management) do not directly report to me. Alan Kimura reports to J.R. Kashiwamura. Karlee Hisashima reports to Duff Zwald. J.R. Kashiwamura and Duff Zwald report to Paul Kobayashi, who reports to me.

12. I was shown a copy of a document titled "Concert Events Description," which is attached hereto as Exhibit A. I recognized this document because I prepared it on or around July 11, 2012. On July 10, 2012, at a meeting with Greenwood and other managers I learned that the concert was encountering difficulties and would not go forward. Greenwood subsequently suggested that I put something together describing what transpired. Christine Tamashiro, University Assistant General Counsel also asked about the concert events. As a result, I prepared this summary called "Concert Events Description."

13. I did not revise the "Concert Events Description" document. To clarify the document I added handwritten notes stating that I received the signed agreement titled "Agreement between University of Hawaii at Manoa and _____ for the Use of Stan Sheriff Center" from Paul Kobayashi on June 28, 2012, by email sent at 7:16 p.m. According to the email, it appears that Paul Kobayashi received the attached agreement from Tiffany Kuraoka.

14. Regarding paragraph 6/25 on the Concert Events Description, I was shown a copy of an email string between me and Ryan Akamine. Paul Kobayashi, Jim Donovan, Carl Clapp, Rich Sheriff and Darolyn Lendio were copied on the emails. I was directed to look at the email sent from Ryan Akamine to me and Paul Kobayashi on June 25, 2012, at 1:47 p.m., which email string is attached hereto as Exhibit B. I was asked whether I was aware of the benefit concert. In April or May 2012, I heard that a _____ concert was being discussed, but I did not see any document or hear anything that the concert was actually happening until June 25, 2012 when I received the email from Ryan Akamine. I had only come in to the office that day in order to prepare for and make a presentation to the Board of Regents Audit Committee at 3:00 p.m. that afternoon. When I received the email, I did not initially intend to respond until later as I expected that if information or approvals were required from me, I would address those needs at that time. However, when I was copied on the email from Paul Kobayashi, which is in the same email string, saying that they were working with Carl Clapp and Tiffany Kuraoka on it, I asked Ryan for more information regarding the statutory disclosures he indicated in his email needed to be made. I expected that if these disclosures required information or approval from me, that I would be requested to do so. Ryan responded with a rather lengthy list from which it was not clear what might be required from me. By that time the Audit Committee meeting was about to begin so I decided to speak to Ryan to get clarification on this later. I later spoke to Ryan about the statutory disclosures to determine whether any action was needed on my part. Ryan told me that I did not need to do anything for disclosures at that time. On June 27, 2012, 4:34 p.m. Ryan, after our discussion described below in item 16, responded to me by his email "per our discussion" and attached the unsigned agreements for the use of the Center. My conversation with Ryan occurred after the \$200,000 wire was sent. Besides Ryan Akamine, I did not ask anyone else for more information on June 25. I did not speak to Carl Clapp or Tiffany Kuraoka about this because I do not have a direct reporting relationship with anyone in the Athletics department.

The Athletic Director reports to the Chancellor who reports to the President. I report to the President and have some contact with Vice Chancellor Kathleen Cutshaw as she is the Vice Chancellor in charge of financial matters at Manoa.

15. I did not approve the wire transfer. However, the wire does not require my approval.

16. Regarding paragraph 6/26 on the Concert Events Description, I was asked about a new Board member orientation on June 26, 2012, and the statements made in this paragraph. The new Board member orientation occurred in the morning of June 26, 2012. The "follow up" that I referred to pertains to my question to Ryan Akamine about the statutory disclosures. On June 26, 2012, Paul Kobayashi informed me that the wire already went out. I called Kathleen Cutshaw to find out more about the concert since Athletics is a Manoa unit which therefore reports to the Chancellor's office. Kathleen Cutshaw told me that she did not know anything about the concert but would inquire with Chancellor Hinshaw. I called Ryan Akamine to ask for background and documents regarding the concert and the wire. Ryan Akamine told me that the wire needed to go out or the deal was off. The timing issues required the money to go out. Ryan Akamine told me that the contract calls for the University to get 10% of the gross or 75% of net revenues, whichever is greater. I expressed my concern about the University's protection and asked Ryan how we are protected if the concert did not happen. Ryan Akamine said that the contract required insurance to protect the University for that.

17. Regarding paragraph 6/27 on the Concert Events Description, I was asked about the agreement sent to me from Ryan Akamine. Ryan Akamine sent me two agreements referred to in his email on June 27, 2012, at 4:34 p.m., attached as Exhibit B. The two agreements titled "Agreement Between University of Hawaii at Manoa and _____ for the Use of Stan Sheriff Center" and a June 26, 2012, "Consent Agreement Between University of Hawaii and _____" are attached in Exhibit B. Ryan Akamine later told me that the University did not need the consent agreement, but instead needs only the signed second form titled "Written Consent Form" that has the Attorney General of the State of Hawaii's emblem. I gave copies of the "Consent Agreement Between University of Hawaii and _____" and "Written Consent Form" to _____, and copies are attached hereto as Exhibit C. The 6/27 paragraph also references protection from loss. I asked Ryan Akamine for the insurance agreement. Ryan Akamine asked Rich Sheriff, by copy of his 6/27 email, for a copy of the insurance agreement.

18. Regarding paragraph 6/28 on the Concert Events Description, I was asked about my discussion with Kathleen Cutshaw. As stated above, I had spoken to Kathleen Cutshaw on June 26, 2012, and she said that she knew nothing about the concert. She said she would ask Chancellor Virginia Hinshaw. On 6/28, having not heard from her, I followed up again with Kathleen Cutshaw to find out whether Manoa Chancellor's office had approved the contract. Kathleen Cutshaw emailed me and later spoke with me over the phone and said that Chancellor Hinshaw knows nothing, but system knew about it and approved it. I wondered how she can know that system knows, but she knows nothing. I asked her about this and she said, "I hear you."

19. Regarding paragraph 6/29 of the Concert Events Description, I was asked about the Memorandum Agreement. I received the document from Kathleen Cutshaw through her email to me on 6/29 at 9:05 a.m., which she apparently received from Tiffany Kuraoka based on the email string. I met with Ryan Akamine in his office after I read this agreement. I told Ryan Akamine that I was concerned that if we had signed this agreement the University would be a party to 's agreement with . Ryan Akamine said that he told Athletics to not sign the Engagement Memorandum Agreement. I pointed out to Ryan Akamine that per the contract, the insurance policy needed to be in place before presale ticket sales. This was a problem because pre-sale ticket sales had already been conducted and we had not yet received the copy of the insurance policy he had requested from Rich Sheriff on June 27. Ryan Akamine again emailed Athletics for the insurance policy and received the response that "they are working on it." I told Ryan Akamine that that's not a good enough answer.

20. I asked Ryan Akamine whether there was a legal services request. Ryan Akamine said that Chancellor Hinshaw signed a legal services request in early May. I wondered how "Manoa" can say that they don't know anything when they submitted a legal services request in early May. I never saw the legal services request. I asked Ryan for a copy of it. Ryan Akamine responded by email on 6/29 that he could not give me a copy of the legal services request because it is attorney-client privileged.

21. Regarding paragraph 7/2 of the Concert Events Description, I was asked about my briefing with Greenwood. I asked Greenwood if I could meet with her to discuss my concerns. No one else was present when I met with Greenwood. In my meeting with Greenwood I explained everything that I previously mentioned. I told her that there apparently was no insurance, ticket sales have started and a wire for \$200,000 went out. I expressed my concern that Chancellor Hinshaw says that she knows nothing about this when she requested the legal services request. Greenwood noted that Chancellor Hinshaw had responded to an inquiry from Greenwood to her in a June 19, 2012 email, providing information, so Hinshaw did know about it. I was not working on it and did not know about it until Ryan Akamine's email to me on June 25. Ryan Akamine was working on it. Jim Donovan and Chancellor Hinshaw are considered to be "Manoa." So apparently Manoa was working on it. Greenwood and I concluded that at that point all we could do was hope the concert would be successfully conducted. On July 10, 2012, Greenwood received emails from , and I found out about the concert problems at the meeting at noon.

22. In the Concert Events Description I listed various University policies because I was trying to determine whether the signing of the agreement was done properly. I wondered who should have signed the agreement. I reviewed the facilities use policies for the use of the Center. Policies for facilities use have been delegated to the Chancellor by the President. I did not find a policy promulgated by the Chancellor to delegate authority to sign contracts for use of facilities. I listed Executive Policy E10.101 – Authority to develop procedures for use of University-owned facilities delegated to Chancellors. In this policy the President delegated authority to the Chancellor to develop procedures for and therefore to sign contracts for the use of University facilities.

23. It appears that the Athletic Director does not have signing authority to execute contracts for use of University facilities. It appears that the authority lies with the Chancellor. It

is possible that the Chancellor may have the ability to delegate this authority, but I did not find a delegation of the Chancellor's authority.

24. Regarding the Summary section of the Concert Events Description, I was asked what this means. The summary is my conclusion of what happened.

25. I was asked whether the June 12, 2012, agreement titled Agreement Between University of Hawaii at Manoa and _____, for the Use of Stan Sheriff Center should have been reviewed by the Chancellor's office, President's office, or Vice President for Budget and Finance prior to execution of the agreement. I reviewed the University policies. The President delegated authority to the Chancellor's office. There was no delegation of authority from the Chancellor to anyone else. Based on this, it appears the Chancellor should have signed the agreement. The Office of Procurement and Real Property Management (OPRPM) approves all purchase contracts over \$25,000. This was not considered a purchase contract, but rather a facilities use contract which normally does not include payments being made to others. Also, there are special rules for Athletics. For Athletics there is no \$25,000 limit and therefore there would be no requirement for a review by OPRPM. The general rule is that the President has authority to sign any contract, and Board approval is required only when contracts are over certain limits (\$5 million for construction contracts for instance). See Board Policy Chapter 8-1. Section 10-3 gives the President authority over the use of University owned facilities, which is delegated to Chancellors by Executive Policy E10.201.

26. The OPRPM must review all contracts requiring payment of more than \$25,000 for purchases or services, except for Athletics contracts.

27. I am not aware of any analysis or projection of revenues and costs and estimated profits and related risks for the concert. No policy requires this analysis, but it is common sense to do it.

28. I noted in the Summary section of the Concert Events Description that this deal is not a normal facilities use agreement. Here, presale tickets sales money was to be used to pay to secure the talent. This is not "normal" because the University is being required to pay out money and get reimbursed after the fact on a facilities use agreement where the University normally only collects moneys from the user of the facility.

29. I refer to J.R. Kashiwamura's office as the "system disbursing office" in the Summary section of the Concert Events Description. Payment could have been stopped by the disbursing office. However, after asking questions, they felt that because a contract was in place and the payment was coming from Athletics from ticket sales money collected, Athletics had the authority to request the payment. In a normal procurement situation (not Athletics) involving payments over \$25,000, the process would go through OPRPM (Duff Zwald's office). Duff Zwald's office would have checked that all Hawaii compliance rules (e.g. tax clearances) were met. If there is a contract in place, then the contract is set up as an "encumbrance" to designate the funds. Subsequently, payment requests on the contract go to the Disbursing office, which ensures that the funds are "encumbered". But, this situation was unusual. This is Athletics, the funds come from ticket sales, and all forms required by policy were signed. There was no solid basis in their (Disbursing office) minds to say no or to stop the wire transfer. Someone could

have questioned why the payment was a rush, but that would not necessarily be a basis for denying the payment request. Disbursing did not question whether the insurance requirement had been complied with because it is not their job to determine compliance with every clause in an agreement before processing a payment request within the authority of the requesting parties. Athletics have a different policy and there is no need to go through OPRPM. In this situation there was no "encumbrance" in the system because it did not go through OPRPM. But an "encumbrance" was not needed because this is Athletics and it was not a procurement contract.

30. The procedures for a wire transfer differ from check disbursements only in that there is one extra form that needs to be filled out for a wire transfer.

31. The Authorization for Payment form used in this case is signed by a Requisitioner, an Approver and a Fiscal Officer. When all three have signed, the request for payment goes to Disbursing office. An extra form is filled out for a wire transfer.

32. I was asked if there was anything that I wanted to clarify or change in the Concert Events Description. I would like to add that on Friday June 22 when Athletics apparently contacted Paul Kobayashi regarding the concert, I was not copied. The following is what I later learned through discussion with Paul Kobayashi. We were in the middle of converting our financial system to a new upgraded system. As a result, the computer system was locked down and Paul Kobayashi was asked to authorize unlocking the system to allow set up of a new vendor code for the payment. According to Paul, he did this. I do not know if he had any further involvement in the disbursement.

33. I was not familiar with Administrative Policy A8.801(3) in detail at the time of my interview with . Which of the following definitions in that policy the \$200,000 transfer would fall into: disbursement, expenditure, unliquidated encumbrance, or UH General account check for purposes of this transaction is a question better asked of J.R. Kashiwamura because he handles disbursements. However, A8.801 is an overview and does not say what specific processes are.

34. I do not know whether the \$200,000 transfer from the University went into an escrow account. I have seen documents for the wire transfer and they just show a bank account. I cannot determine whether it is an escrow account.

35. I do not know whether the wire was supposed to go to an escrow account.

36. I do not know whether an escrow account was set up.

37. I did not see any escrow instructions. I do not know if there were supposed to be escrow instructions.

38. I was not tasked with preparing escrow instructions regarding the release of the transferred funds.

39. I do not know whether anyone at the University was tasked with determining if an escrow account was set up to receive the \$200,000 transfer.

40. My office does not get involved with determining whether particular uses of the Center are proper.

41. I do not know whether the use of the Center for a benefit concert is a proper use under University policies. I was told that before the University holds an event at the Center that could compete with Blaisdell Center the University would need consent from Blaisdell. I heard that consent was obtained but never saw it.

42. On July 10, 2012, I learned that the benefit concert would not be occurring. I attended a meeting with the President, Jim Donovan, Richard Sheriff, Rockne Freitas, Tom Apple, and possibly someone else, where we were told that the concert would not happen. After the meeting I prepared the Concert Events Description.

43. President Greenwood asked if I could see if we could recover the \$200,000. I called Bank of America in Orlando. I spoke to , VP of Bank of America. said she asked the account holder to agree to the return of the money and the account holder said, no. I asked Paul Kobayashi to call Bank of Hawaii. Bank of Hawaii also requested a return of the money and received the same response. said that she cannot tell me anything about the account or the account holder. A few minutes after speaking with , a VP of Global Financial Crimes Investigations and Compliance from Bank of America called me and said that they cannot give me information about the account, but that we should ask the FBI to move quickly to freeze the account.

44. I have never spoken to

45. I do not know of anyone at the University who stood to benefit personally from the concert-going forward. The purpose of the concert was to raise funds for Athletics.

46. The Concert Events Description is still accurate to my knowledge.

47. asked if there was anything else I would like to add. I stated that there were questions I had as to what events transpired but, other than that, I did not have anything to add.

The foregoing is a true and accurate summary of my statement to the fact-finder.

Howard Shigeo Todo
HOWARD SHIGEO TODO

8/21/12
Date

Concert Events Description

6/25 - This was when I was first informed that this event was happening. Attached is the email from Ryan Akamine at OGC informing me that they were working on it and there was a short time frame to make the initial payment. I received this email as I was preparing for the Audit Committee presentation on Kualii Financial System. and coming in only for that meeting. I asked for more information, but to follow up at the time.

6/26 - By the time I followed up after the new Board member orientation the following morning, the money had been wired. See attached documents relating to the wire. The circumstances of requiring a wire on short notice concerned me, so I asked Kathy Cutshaw about this. She said she didn't know anything about it, but would check. That she didn't know about it concerned me further so I asked Ryan Akamine for the background and documents.

6/27 - Ryan Akamine sends me a copy, unsigned, of the agreement, which is titled "Agreement between University of Hawaii at Manoa and for the Use of Stan Sheriff Center" and says he is waiting for executed copies from Athletics. See his email and the executed agreement. He indicated to me that the agreement calls for insurance to protect UH from loss if the performance does not happen. His email asks Athletics for the insurance policy.

6/28 - After reading the agreement, I follow up with Kathy Cutshaw to find out whether Manoa Chancellor's office approved the agreement. That evening she emails me. See attached email and my response. She calls me and says that Virginia Hinshaw said she doesn't know anything about it, but that system knows all about it and approved a \$200,000 payment. How can she not know anything, but know that?

6/29 am - Kathy Cutshaw sends me an unsigned agreement between and the Athletic Department (see attached). Upon reading this, I meet with Ryan Akamine and voice my strong concerns. He indicates that he told Athletics not to be a signatory to that agreement. I reiterate my concerns about needing to have the insurance contract that per the agreement Athletics did sign with , that was supposed to provide to Athletics prior to commencement of pre-sale ticket sales. Ryan follows up with athletics and ultimately is told that they are working on it.

6/29 (Friday) - Later that day, Ryan emails me that OGC does have a legal services request for assistance with this agreement which was signed by Carl Clapp and Virginia Hinshaw on May 6, 2012. See attached emails. MB

7/2 (Monday) - I brief President Greenwood on the situation. She indicates that Virginia Hinshaw definitely knew about the concert because she responded earlier in June to a query from MRC regarding the concert. See attached email.

Applicable University Policies (attached):

Board Policy 8-1 - generally the President is authorized to sign contracts, and may delegate that authority to others.

Executive policy E10.101 - Authority to develop procedures for use of University-owned facilities delegated to Chancellors

Board Policy 10-1 - Source of Delegation in E10.101

Executive policy E10.201 - Delegation of responsibility for facilities use to Chancellors

Executive Policy E10.202 - UHM Special Events Center Use Policy - does not delegate signing authority for contracts regarding Stan Sheriff Arena from Chancellor to Athletics Director

Exhibit A

Administrative Policy A1.200 – Delegates authority for Manoa facilities use to the President, who at that time (2002), was the chief executive of Manoa campus as well as the system. Again, no delegation to Athletics Director is indicated.

Conclusion:

General contracts are authorized to be signed by the President. Facilities use contracts are delegated to Chancellors.

Summary:

The agreement was not reviewed by Manoa Chancellor's office or President's office or VP B&F prior to its signing.

There is no evidence that _____ actually ultimately had an agreement with _____ to perform at Stan Sheriff Arena on August 18.

From a financial standpoint, no analysis or projection of revenues and costs and estimated profits and related risks were provided to campus or system administration prior to signing of the agreement.

The insurance policy required by the agreement prior to commencement of pre-sale ticket sales has not been obtained.

Athletics nevertheless proceeded with the pre-sale of tickets.

The agreement is in the form of a facilities use agreement, but it contained a number of clauses that represented exposure for the university that are not in a normal facilities use agreement.

The payment of \$200,000 was requested through an AFP (Authorization for Payment) form. See attached for the form and related documents. The requisitioner was Rich Sheriff, the purchasing officer was Carl Clapp and the Fiscal Officer was Tiffany Kuraoka. Could this have been stopped by our system disbursing office? See attached memorandum for record by Accounts Payable Supervisor Alan Kimura, email to Paul Kobayashi from Carl Clapp and Executive Policy E8.106. At the end of the day, they felt that they had done enough inquiry and there were enough high level people involved including the Office of General Council that they released the wire. Nevertheless, the answer is yes, it could have been stopped by the disbursing office.

RE: Benefit Concert

Paul Kobayashi [pyk@hawaii.edu]

Sent: Monday, June 25, 2012 2:08 PM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]; Howard Todo (htodo@hawaii.edu)

Cc: Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio

Aloha Ryan,

Thank you for the notification. We are working Carl and Tiffany tax-wise making the initial deposit and payment.

Please call me if you have any additional comments or questions.

Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7181
Direct: 956-6463
Fax: 956-6497

From: Ryan Akamine [mailto:Ryan.Akamine@hawaii.edu]

Sent: Monday, June 25, 2012 1:47 PM

To: Howard Todo (htodo@hawaii.edu); Paul Kobayashi

Cc: Jim Donovan; Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio

Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall #10
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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Exhibit B

intended recipient, be aware that any disclosure, copying, distribution, or use of this E-mail or any attachment is prohibited. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Wednesday, June 27, 2012 4:34 PM

To: Howard Todo [htodo@hawaii.edu]

Cc: Paul Kobayashi [pyk@hawaii.edu]; Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp [cdapp@hawaii.edu]; Rich Sheriff (rsheff@hawaii.edu); Darolyn H. Lendlo

Attachments: 2012 Agreement for Use of ~1.pdf (70 KB) ; Agreement for Use of Non-P~1.pdf (11 KB)

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
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From: Ryan Akamine

Sent: Monday, June 25, 2012 2:29 PM

To: Howard Todo

Cc: Paul Kobayashi; Jim Donovan; Carl Clapp; Darolyn H. Lendlo

Subject: RE: Benefit Concert

Howard,

The first, I believe, relates to your annual filing for UH. If you need a copy of the SSC use agreement, let me know. You can get the resulting financials for the concert from Tiff. The second disclosure is a form that was brought to our attention by the UHF. It needs to be signed by the promoter and UH:

§ 467B-5.5. Commercial co-venturer's charitable sales promotions.

(a) All charitable sales promotions by a commercial co-venturer shall disclose the name of the commercial co-venturer.

(b) Prior to the commencement of any charitable sales promotion in this state conducted by a commercial co-venturer using the name of a charitable organization, the commercial co-venturer shall obtain the written consent of the charitable organization whose name will be used during the charitable sales promotion. The commercial co-venturer shall file a copy of the written consent with the department not less than ten days prior to the commencement of the charitable sales promotion within this state. An authorized representative of the charitable organization and the commercial co-venturer shall sign the written consent, and the terms of the written consent shall include the following:

(1) The goods or services to be offered to the public;

(2) The geographic area where, and the starting and final date when, the offering is to be made;

(3) The manner in which the name of the charitable organization is to be used, including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization;

(4) A provision for a final accounting on a per unit basis to be given by the commercial co-venturer to the charitable organization and the date when it is to be made; and

(5) The date when and the manner in which the benefit is to be conferred on the charitable organization.

(c) A final accounting for each charitable sales promotion shall be prepared by the commercial co-venturer following the completion of the promotion. A copy of the final accounting shall be provided to the attorney general not more than twenty days after the copy is requested by the attorney general. A copy of the final accounting shall be provided to the charitable organization not more than twenty days after the copy is requested by the charitable organization. The final accounting shall be kept by the commercial co-venturer for a period of three years, unless the commercial co-venturer and the charitable organization mutually agree that the accounting should be kept by the charitable organization instead of the commercial co-venturer.

HISTORY: L. 1993, c. 206, pt of § 1; am L. 2004, c. 93, § 6; am L. 2008, c. 175, § 5, effective July 1, 2008.

That's all I know of right now.

Ryan

Ryan M. Akamine
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and University General Counsel
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~~XXXXXXXXXXXXXXXXXXXX~~

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From: Howard Todo [mailto:htodo@hawaii.edu]
Sent: Monday, June 25, 2012 2:14 PM
To: Ryan Akamine
Cc: Paul Kobayashi; Jim Donovan; Carl Clapp; Darolyn H. Lendio
Subject: Re: Benefit Concert

Ryan, what are the required statutory disclosures, and who is handling those?

Howard

On 6/25/2012 2:08 PM, Paul Kobayashi wrote:

Aloha Ryan,
Thank you for the notification. We are working Carl and Tiffany towards making the initial deposit and payment.
Please call me if you have any additional comments or questions.
Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Ryan Akamine [mailto:Ryan.Akamine@hawaii.edu]
Sent: Monday, June 25, 2012 1:47 PM
To: Howard Todo (htodo@hawaii.edu); Paul Kobayashi
Cc: Jim Donovan; Carl Clapp (ccarl@hawaii.edu); Darolyn H. Lendio
Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine

Associate General Counsel
Office of Vice-President for Legal Affairs
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AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its intent and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E T H

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by , its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at 's expense. , furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by , its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide with parking passes for lower campus use by its personnel for the Event. agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. 's use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenue, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY will use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff; including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

In connection with the Event, _____ warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by _____, its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by _____ that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to _____ shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. _____, its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and _____, for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY,

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

CONSENT AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AND

This Consent Agreement, dated June 26, 2012, by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" ") is to establish that E has UNIVERSITY's consent to use UNIVERSITY's name(s), logo(s), and trademark(s) to promote the Benefit Concert (" BC").

W I T N E S S E T H

1. UNIVERSITY and entered into an agreement on June 12, 2012 ("Event Agreement") for 's use of the Stan Sheriff Center ("SSC") for the production of the Benefit Concert (" BC") on August 18, 2012, and possibly August 19, 2012. The BC is a fund-raising benefit for UNIVERSITY's athletic department ("UHMAD").
2. , with UHMAD's assistance, will sell tickets to the BC to donors of UHMAD and UNIVERSITY, and then to the general public. Ticket sales shall continue until they are sold-out.
3. UNIVERSITY grants a non-exclusive, non-assignable, non-transferable license to use UNIVERSITY's and UHMAD's name, logo, and trademark on marketing or press materials for the sole purpose of identifying that the BC is a fund-raising event for UHMAD. The names, logos and marks shall be used in the exact form, style and type prescribed by UNIVERSITY and shall remain the exclusive property of UNIVERSITY.
4. agrees to not disparage, or make any derogatory, false or misleading statements concerning UNIVERSITY or of any of its regents, officers or employees.
5. UNIVERSITY and have agreed to a rental fee for use of the SSC in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater. UNIVERSITY makes no representation as to the status of such payment for federal, state or local tax purposes with respect to , including qualification as tax deductible charitable contribution.

6. Pursuant to the Event Agreement, within a reasonable time after the conclusion of the BC, UNIVERSITY shall provide with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by . Within ten (10) days of receipt of said statement, shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

7. will prepare a final accounting for the BC. Upon request, a copy of the final accounting shall be provided to the attorney general not more than twenty (20) days after the request is made. Upon request, a copy of the final accounting shall be provided to UNIVERSITY not more than twenty (20) days after the request is made. shall keep the final accounting for a period of three years, unless and UNIVERSITY mutually agree that the accounting should be kept by UNIVERSITY.

8. This Consent Agreement does not constitute a partnership, joint venture for profit or for any other purpose, or employer or principal/agent relationship between and UNIVERSITY. This Consent Agreement also does not constitute a contract or agency agreement for to solicit or consult on the solicitation of, or collect contributions from others on behalf of UNIVERSITY. Neither nor UNIVERSITY has the right to obligate or bind the other in any manner whatsoever.

9. This Consent Agreement may be executed in two or more counterparts, each counterpart shall be considered an original, and all counterparts shall constitute one and the same document.

The parties have caused this Consent Agreement to be executed by their duly authorized officers below, on the date written above.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

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5. UNIVERSITY and have agreed to a rental fee for use of the SSC in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater. UNIVERSITY makes no representation as to the status of such payment for federal, state or local tax purposes with respect to , including qualification as tax deductible charitable contribution.

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8. This Consent Agreement does not constitute a partnership, joint venture for profit or for any other purpose, or employer or principal/agent relationship between . . . and UNIVERSITY. This Consent Agreement also does not constitute a contract or agency agreement for . . . to solicit or consult on the solicitation of, or collect contributions from others on behalf of UNIVERSITY. Neither . . . nor UNIVERSITY has the right to obligate or bind the other in any manner whatsoever.

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The parties have caused this Consent Agreement to be executed by their duly authorized officers below, on the date written above.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President



WRITTEN CONSENT FORM
 Commercial Co-Venturer and Charitable Organization
 (Haw. Rev. Stat. § 467B-5.5)

Date: June 30, 2012	
Name of Charitable Organization and FEIN: University of Hawaii 99-6009354	
Address of Charitable Organization: 2444 Dole Street Honolulu, HI 96822	
Name of Commercial Co-Venturer:	
Address of Commercial Co-Venturer:	
Email Address of Commercial Co-Venturer:	
Commencement Date of Charitable Sales Promotion: August 18, 2012, and possibly August 19, 2012	End Date of Charitable Sales Promotion: August 18, 2012, and possibly August 19, 2012
Description of Goods or Services Offered to the Public: Tickets to music concert.	Geographic Region/Location of Promotion: Stan Sheriff Center, University of Hawaii at Manoa
Manner in which the name of the Charitable Organization will be used (including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization): music concert is promoted as a fund-raiser for the University of Hawaii at Manoa Athletic Department. Part of ticket sale proceeds will go to the University of Hawaii at Manoa Athletic Department.	
<i>(Use separate sheet if necessary)</i>	
Does the Charitable Organization have the right to a final accounting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the Charitable Organization registered to solicit contributions in Hawaii with the Hawaii Attorney General's Office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date when final benefit will be conferred on charitable organization: September 1, 2012	Manner in which final benefit will be conferred on charitable organization? Draft or electronic payment.
Signature of Officer of Charitable Organization:	Signature of Officer of Commercial Co-Venturer:
Print Name: James J. Donovan, III Title: Director of Athletics	Print Name: _____ Title: President

INSTRUCTIONS

PLEASE RETURN COMPLETED FORM VIA MAIL/FACSIMILE TO: Department of the Attorney
General/Tax Division, 425 Queen Street, Honolulu, HI 96813. Facsimile: (808) 586-8116.

465020, 2.0000

UG-0009

TODD, H.

UNIVERSITY OF HAWAI'I, Excluded

Position No.: 89283

EXECUTIVE / MANAGERIAL
POSITION DESCRIPTION

*Establishment of new executive class approved by the Board of Regents on 11/18/04, effective 11/19/04.

Allocation:
VP for Budget & Finance/CFO*, S167, CUPA-HR Class: 301.02
Effective Date: 01/16/05 BU: 88
Classifier: Off Date: 01/13/05
FOR OHR USE ONLY

1. Name: Last Name First Middle Initial Vacant	4. Campus System
2. Title of Position VP for Administration & CFO	5. College/Office
	6. Department VP for Budget & Finance/CFO
3. Reports to (Name, Title, Position No.): , Interim President. Position #89058	7. Section
	8. Unit Manoa Campus

9. Attach the following:

- a. Detailed description of the duties and responsibilities and the percentage of time allotted to each group of duties. Include the kind and extent of authority vested in the position for decision making and for directing or controlling activities.
See attached
- b. List names, class titles and position numbers of all immediate subordinate positions.
See attached
- c. Description of the nature and extent of guidance and direction received.
See attached
- d. Description of the nature and extent of the check or review of work.
See attached
- e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public.
See attached

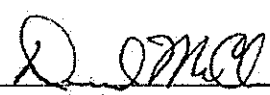
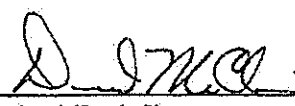
10. Statement to be attached by supervisor (optional):

- a. If description was prepared by employee, state any exceptions or additions. These should be resolved and communicated to the employee.
- b. What do you consider the most important duties of this position?

11. **Qualification Requirements.** Indicate the qualifications which you think should be required in this position. Keep the position itself in mind rather than the qualifications of the individual who may occupy it.

	Essential Qualifications	Desirable Qualifications
Education: general, special or professional	See attached	See attached
Experience: quantity & quality	See attached	See attached
Licenses, certificates, or registration:		
Special, knowledge, abilities, and skills:	See attached	See attached

12. **CERTIFICATION:** I certify that the foregoing information is accurate and complete.

_____ Employee's Signature	_____ Date	_____ Date	_____ Date
	1/2/05		1/2/05
_____ Supervisor's Signature	_____ Date	_____ Date	_____ Date

Reviewing Officer's Signature
(Senior Vice President, Vice President, Dean, Director, Provost)

Attachments: Description of Duties and Responsibilities
Table of Organization
Supervisor's attachment (optional)

9.a. DUTIES AND RESPONSIBILITIES

60% Serves as the Vice President for Budget and Finance/ Chief Financial Officer (VPBF/CFO) and advisor to the President. Plans, organizes, directs, evaluates, provides executive leadership through subordinate administrators the provision of all system wide financial management support functions including financial and fiscal operations (accounting, cashiering, disbursing, payroll, treasury); contracting, procurement, real property management; and bond system operations.

Provides leadership in developing, implementing and assessing the financial condition of the University with emphasis on enhancing revenue support and strategic planning. Ensures the proper infrastructure support and sound fiscal and financial conditions of the entire University system through the development of plans, policies, reporting requirements and compliance reviews.

40% Represents the President and the University with regard to system wide financial management matters in negotiations with federal, state and other agencies including matters such as bond and capital financing, and at meetings with the Board of Regents, executives, administrators, faculty and staff; and with Federal, State, municipal, community and private agencies and organizations.

9.b. Subordinates

As reflected in the current official organization chart.

9.c. Guidance Received

Work is performed with wide latitude to exercise judgment and initiative.

9.d. Review of Work

Work is reviewed by observation and analysis of results obtained.

9.e. Contact with Others

Work involves extensive contact with University administrators, faculty and staff of the University system; Board of Regents; legislators and staff; federal, state and other educational and public agencies; and the general public.

11. MINIMUM QUALIFICATIONS

Master's degree or equivalent training or experience; five (5) years of administrative, managerial experience in business, public administration, finance, accounting, auditing, management, etc. or related field. Knowledge of the modern principles and practices of public administration, finance, accounting, auditing, budgeting, etc.; knowledge of information technology capabilities; knowledge of organization and resource management. Ability to plan, organize and direct a large, complex and diverse support organization; establish and maintain effective working relationships with administrators, faculty, staff, legislators, state and federal officials and the general public; and the ability to communicate effectively with internal and external constituencies.

DESIRABLE QUALIFICATIONS

Experience as an administrator in management, financial accounting, budgeting, etc. in a large complex public post-secondary educational institution; working knowledge of State of Hawai'i laws and regulations relating to financing, budgeting, accounting, procurement, etc.; ability to work effectively in an administrative organization built around a fluid, team approach to management; knowledge of generally accepted accounting and reporting standards; experience in auditing; professional certification such as CPA, CMA, CIA, or CGFM; knowledge of federal contracts administration and reporting including A-133 regulations; knowledge of not-for-profit accounting and reporting standards; ability to manage and process a demonstrable commitment to service and support of research and teaching; grasp and articulation of federal accounting principles and financial operations in not-for-profit organizations; a minimum of ten years of experience in financial management positions, preferably in higher education; highly developed financial and analytical abilities; successful leadership in team building and change management coupled with an ability to work effectively in a consultative, decision-making culture; ability to work comfortably and effectively with the University's top managers on a variety of issues, both operational and strategic.

Date of Interview: July 23, 2012
Interviewee: Paul Kobayashi
Fact-Finder Conducting Interview:

1. I, Paul Y. Kobayashi, Jr., was interviewed by _____ on Monday, July 23, 2012.
2. The interview was conducted at the conference room of the University of Hawaii's Office of General Counsel.
3. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.
4. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.
5. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.
6. In preparation for this interview, I reviewed emails that I sent or that were sent to me regarding the concert, as well as attachments to those emails.
7. I am employed by the University as its Director – Financial Management and Controller. I have held this position continuously for two and a half years.
8. I report directly to Howard Todo ("Todo"), the University's Vice President for Budget and Finance and Chief Financial Officer.
9. Reporting directly to me are: James Kashiwamura (aka "JR") of the Disbursing and Payroll Office ("Disbursing"); Duff Zwald of the Office of Procurement and Real Property Management ("OPRPM"); Barbara Kawamoto of the Bursar's Office; and Karen Morimoto of the General Accounting and Loan Collection Office; Tammy Vandevender, the interim director of the Fiscal Services Offices; Neal Kumasaka, the Fiscal Officer; and Deborah Lee, my secretary. Under the Bursar's Office is the Treasury Office and the Cashier's Office. Also reporting to me on an informal basis are James Yoneda, the Bond System Controller, and Kenneth Lum, Tax Manager.

10. Generally, I am responsible for management of the various offices that are under my authority; establishing and setting internal accounting and financial controls; and coordinating external auditing and reporting.

11. I was shown Administrative Policy A8.025(3)(b). I am generally familiar with this policy. I was asked if I am a fiscal administrator within the meaning of that policy. I answered in the negative.

12. I was shown Administrative Policy A8.801. I am familiar with this policy. This policy does not apply directly to my position or job duties. The policy would apply to the director of Disbursing.

13. I was shown Administrative Policy A8.806. It is my understanding that, at a high level, this policy lays out the steps for processing a payment to a vendor.

14. There are three ways to procure and disburse funds: via (1) contract, (2) purchase order, or (3) authorization for payment (AFP). A contract spells out the terms of payment. A purchase order is essentially a "short form" contract. An AFP can be used for reimbursements or payment after goods or services have already been obtained. The best practice is to use an executed contract or purchase order.

15. In the normal course, a department or office within the University would prepare a requisition form for the purchase of goods or services. The approving officer in the requisitioning department or office would need to sign off on the form. The supporting documents required for the purchase depends on the type of goods/services involved and the amount requested. There is another Administrative Policy (other than A8.806) that specifies documentation needed for different types of transactions. If the requisition amount is below \$25,000, then the fiscal officer of the requisitioning department is responsible for ensuring that the pertinent supporting documents are obtained. If the amount is over \$25,000, the requisition is escalated to OPRPM for approval. OPRPM will review the requisition for compliance with the State Procurement Code and rules and UH Systemwide Administrative Procedures (APMs). Upon which, if acquisition is in conformance and compliance with the aforementioned, OPRPM would approve and issue a purchase order or contract. After OPRPM signs off on the purchase order, the requisitioning department would wait for the vendor to provide the service/goods and issue an invoice in accordance with the purchase order or contract. The originating department would submit the invoice along with supporting documentation (purchase order, packing slips, receiving reports, etc.) to Disbursement for payment. Disbursement will perform a final preaudit review with respect to the legality, propriety and proper authority on all payment transactions. In other words, they check to make sure all necessary signatures are obtained. However, it is neither Disbursement's nor OPRMP's responsibility to review the terms and conditions of any contract applicable to the transaction to ensure they have been complied with.

16. Disbursement is the office that actually remits the funds to the vendor.

17. The fiscal officer is the one who determines the account from which payment to the vendor will be made. By signing off on the requisition form and/or purchase order (as the

case maybe), the fiscal officer is certifying that the funds in the account are being used properly and that there are funds available.

18. The University's Office of General Counsel ("OGC") typically does not get involved in the disbursal process.

19. The \$200,000 wire transfer for the benefit concert was an "expenditure" and "disbursement" within the definition of those terms in Administrative Policy A8.801(3).

20. The \$200,000 transfer transaction was unusual in that it did not have to go through OPRPM for approval. The transfer was funded by the revolving fund of the Athletics Department ("Athletics"). There is an Executive Policy exempting expenditures from Athletics' revolving fund account from review by OPRPM. The transaction did go to Disbursement for payment processing, and Disbursement did conduct a preaudit review in the normal course.

21. My understanding is that the program manager in Athletics is Carl Clapp ("Clapp") or Jim Donovan.

22. The fiscal officer in Athletics is Tiffany Kuraoka ("Kuraoka").

23. On a Tuesday or Thursday in the week of June 11, 2012, JR in Disbursing received a request for a fund transfer from Athletics. JR had not responded to the request because he was too busy. This was near the end of the fiscal year and we were in the middle of transitioning to the new Kualii financial system. JR might have forwarded the email to me, but if he did, I did not act on it.

24. On or about Monday, June 18, 2012, I received an email from Richard Sheriff ("Sheriff") and Clapp indicating that they wanted to talk to me about an opportunity for Athletics. I was extremely busy at the time, so I did not respond to the request.

25. On or about Wednesday, June 20, 2012, I received an email from Kuraoka. Kuraoka explained that Athletics wanted to host an event at the Stan Sheriff Center. Kuraoka's email forwarded an email trail from Clapp. I did not respond to the email.

26. In the late morning of Friday, June 22, 2012, I received an email from Clapp saying that Athletics needed a wire transfer or check in connection with a concert for the benefit of the Department. The email forwarded an email that Sheriff sent to Clapp and others earlier that day indicating that tickets were being sold for the event. I realized then that the event Clapp was referring to was materializing, so I asked JR if he knew anything about it; he did not. I called Kuraoka that afternoon. She explained to me the event that the Athletics Department was planning. She said that they were planning to pre-sell tickets that coming weekend. I asked her if they had a contract in place. Kuraoka said yes, and that OGC was involved. I asked Kuraoka to send me a copy of the contract. Kuraoka sent the Facilities Use Agreement to me by email that afternoon. I verified whether the agreement was signed, which it was. I did not review any of the terms of the agreement at that time.

27. In the morning of Monday, June 25, 2012, I noticed on my phone while in a meeting that Clapp had sent me an email that morning stating that Athletics needed a transfer or check that day. That email prompted me to call Kuraoka. Kuraoka told me that Athletics had collected funds from ticket presales, and that a transfer of funds had to happen by Monday or Tuesday or else they would lose the performer for the concert. Kuraoka said that she had the payment information and was going to send it to Disbursing.

28. One of the issues I discussed with Kuraoka in our June 25 conversation was the need to create a new vendor code. A unique vendor code must be set up in our financial system in order for a disbursement to be made to that vendor. However, because we were in the middle of transitioning to a new financial system, we suspended the assignment of new vendor codes after June 15. New vendors would be inputted into the system after that date only by exception. I talked to JR and authorized him to set up the new vendor code requested by Athletics, and I advised Kuraoka to send the vendor documentation to Disbursing needed to set up the code (i.e., a W-9 form).

29. Another issue Kuraoka and I discussed was the method of transfer. Disbursement cuts checks only on Monday, Wednesday and Friday. By the time of our conversation (mid-morning on Monday), the cutoff time for issuing a check on Monday had already passed. Therefore, the earliest we could submit a check request would be Wednesday, June 27, which meant the check probably would not be issued until Thursday. Additionally, express mail to the east coast from Honolulu is an additional two days minimum. That did not meet the deadline conveyed to me by Kuraoka. Accordingly, we decided to use a wire transfer.

30. It is not an uncommon practice at the University to transfer funds via wire or ACH (electronically). The amount to be transferred – \$200,000 – also is not an unusually large amount to transfer via wire. I am not aware of special criteria that must be satisfied in order to make a wire transfer. I was shown Administrative Policy A.808. I am familiar with that policy, and I agree that the policy applies to wire transfers. I believe the policy was followed with respect to the transfer in question. I did not identify any particular “red flags” about the wire transfer. OGC was involved in the transaction, a contract was in place, and funds were available for the transfer, the payment request went through Disbursement’s pre-audit process.

31. After talking to Kuraoka, I sent an email to Clapp that afternoon to confirm that I received his email that morning and that Kuraoka and I had talked and come up with a plan of action to expedite the transfer to meet the time deadline. Clapp emailed me later that evening to thank me.

32. In the morning of Tuesday, June 26, 2012, after receiving a call from JR to confirm the wire was submitted and completed, I sent an email to Clapp and Kuraoka confirming that the wire payment for the \$200,000 deposit went out that morning and was confirmed by the bank. To the best of my recollection, I did not have any further involvement with the transfer request thereafter.

33. Some time after the wire transfer was completed, Todo told me that Ryan Akamine of OGC discussed an issue with him concerning proof of insurance. I forwarded to

Todo the copy of the Facilities Use Agreement that Kuraoka had sent to me on June 22, 2012 by email.

34. I was not tasked with ensuring compliance with the insurance provisions of the Facilities Use Agreement. My role was not to approve the payment to the vendor. Rather, I allowed a new vendor code to be set up to facilitate payment. The signatories to the contract are responsible for making sure there is compliance with the terms of the contract.

35. I am not aware of anyone in the departments I supervise instructing Athletics that no further disbursements for the benefit concert will be made until it is confirmed that insurance is in place.

36. Disbursing sent to me a packet of documents relating to the wire transfer, including the Wire Transfer Form, Wire Detail Report, Authorization For Payment form, the eFMIS printout, and the vendor's invoice. Although I typically do not receive a copy of such documents, I did receive them in this case because of the nature of the transaction and the insurance issue being raised. I might have asked for the payment documentation to make sure that Disbursing performed its preaudit function correctly. I do not remember whether I received the documents before or after I learned the concert would not go forward.

37. I was shown a copy of the Wire Transfer Form. I am familiar with the document.

38. I was shown a copy of the Wire Detail Report. I am familiar with the document. To the best of my knowledge, this document is a confirmation of the wire transfer. The document shows that the transfer went to a Bank of America account in New York. The document has a field entitled "Created By:" in which "ALANK" is listed. "ALANK" stands for Alan Kimura ("Kimura"), the accounts payable supervisor in Disbursing. The document also has a field entitled "Modified By:" in which "KARYN" is listed. "KARYN" stands for Karyn Yoshioka ("Yoshioka"), the manager for payroll in Disbursing. In Disbursing, there are three people who are authorized to execute a wire transfer. Yoshioka is one of them. The reason that Kimura and Yoshioka are both listed is that the person setting up the wire transfer cannot also be the one approving the transfer. In this case, Kimura set up the transfer and Yoshioka approved it.

39. I was shown a copy of the Authorization For Payment form. I am familiar with the document. The form had to be filled out before the \$200,000 wire transfer could be made. The department requesting the transfer request fills out the form. I was asked about the information appearing on the form prepared for the transfer in question.

- a. Sheriff is listed as "Requisitioner" and Clapp as "Purchasing Officer." Although the form does not show it, Sheriff and Clapp probably signed the form electronically online.
- b. I am unsure what "MA-A258234-00067" refers to, other than that "MA" stands for the Manoa campus.
- c. "MA-095608-2530" probably refers to the account from which the funds for the transfer are taken.

- d. I do not know the meaning of the term "Best Way" in the field labeled "Deliver Prepaid Via," although I have commonly seen that term used.
- e. I do not know what "R834500" in the field labeled "Doc Cross Ref" means. It could be referring to the original requisition form.
- f. I do not know what "SubCode 3400" means.
- g. "FO Code 00067" refers to Kuraoka's fiscal officer identification code.

40. The eFMIS printout shows multiple transactions with the description ". . ." Some of these transactions have a negative dollar value and some have a positive dollar value. . . pointed out to me that the sum of these transactions does not equal \$200,000. I do not know why that is the case.

41. I was shown a copy of an invoice from . . . I am familiar with this document. To the best of my knowledge, Disbursing wanted to see an invoice before executing the wire transfer as part of payment documentation.

42. I was shown a "Memorandum For Record" prepared by Kimura. The memorandum is dated June 25, 2012, but it actually was prepared approximately a week after that date. Kimura handed a hard copy of the memorandum to Todo and me at a meeting, and he also sent the memorandum to me via email. Kimura does not typically write these memoranda; he did in this case to document the event and issues encountered by Disbursement in executing the transfer.

43. Kimura's memorandum commented that he was concerned that the transfer involved prepayment of a large amount of money. Generally, prepayment of a contract from general funds is not allowed by statute. However, the transfer in this case used the revolving fund, so the prohibition did not apply.

44. Kimura also was uncertain why Athletics was using funds from the account for Aloha Stadium. He details his discussions about the issue with Karlec Hisashima of OPRPM and Michele Inouchi of Athletics. My understanding based on what Kimura reported about those conversations is that the ticket system was set up such that funds collected from ticket purchases would be deposited into the Aloha Stadium account. Athletics would transfer the funds from the Aloha Stadium account to the revolving fund. However, in this case, to expedite the transfer, the funds were disbursed directly from the Aloha Stadium account.

45. Kimura makes a comment in his memorandum that he "assumed a contract was in place to lock in the concert." He probably did not have a copy of the contract. Disbursing does not require a contract in hand before approving payment. OPRPM would require a contract before giving its approval, but this transaction did not have to go through OPRPM.

46. To the best of my recollection, I have not previously been involved in disbursements relating to external events hosted at an Athletics facility.

47. I do not know who would be responsible for making sure that the account to which the funds are being transferred is a legitimate escrow account. The responsibility would not fall on Disbursing. The responsibility could lie with the fiscal officer of the department originating the transfer request.

48. Likewise, I do not know who would be responsible for preparing escrow instructions. My staff was not tasked with that responsibility. Again, the responsibility could lie with the department originating the transfer request.

49. I do not know if the funds that were transferred have been taken out of the escrow account.

50. I have not spoken to Jim Donovan, Sheriff, Teri Chang, or Walter Watanabe about the wire transfer.

51. I was asked about the following names, none of which I recognize: _____, _____, _____, _____, _____, _____, and _____.

52. I was shown a copy of document called an "Engagement Memorandum Agreement." I have not seen this document before.

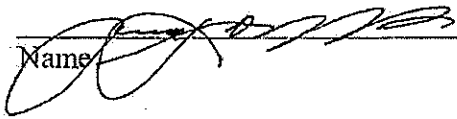
53. I learned that the _____ benefit concert would not go forward from reading the newspaper. I discussed it with Todo. He asked me to gather information pertaining to the transaction. He also asked me to contact Bank of Hawaii to attempt to recover the \$200,000. Bank of Hawaii did reach Bank of America, who confirmed that there were no funds left in the account to which the transfer was made. Bank of America contacted the owner of that account. The owner declined to return the funds.

54. I have not been asked to do anything in connection with the investigation other than to meet with _____.

55. I informed _____ that I have additional emails relating to the transaction in question. _____ told me that he let me know whether he will coordinate with OGC to get access to my emails or have me send the emails directly to him. I also have a timeline of events that I prepared. I will share that timeline with _____.

56. In closing, other than the last minute and urgency of the request for the transfer, my staff and I did not see anything out of the ordinary about the transfer. Disbursement carried out its function correctly. OGC had approved the contract for the event. All the necessary signatures had been obtained. At the time of the transfer, the transaction appeared to be legitimate with the promotion and pre-sale of the event on the web and media, the availability of funds and existence of vendor and payment documentation. There was no basis for my staff to reject the request for payment.

The foregoing is a true and accurate summary of my statement to the fact finder.

Name 

Date Aug 15, 2012

UNIVERSITY OF HAWAII, Excluded

Position No.: 89212

EXECUTIVE / MANAGERIAL
POSITION DESCRIPTION

Allocation: Dir of Fin Mgt & Controller, S173, Grade 14, CUPA 1040
Effective Date: 01/01/09 BU: 88
Classifier: DH Date: 12/03/08
FOR OHR USE ONLY

1. Name: Last Name First Middle Initial Miyake, Russell (Vacant as of 12/31/08)	4. Campus System Manoa Campus
2. Title of Position Dir. of Financial Mgt. & Controller	5. College/Office System
3. Reports to (Name, Title, Position No.): Howard Todo, VP for Budget & Finance, CFO, #89283	6. Department VP for Budget & Finance/CFO
	7. Section Financial Management Office
	8. Unit Manoa Campus

9. Attach the following: (See Attached)

- a. Detailed description of the duties and responsibilities and the percentage of time allotted to each group of duties. Include the kind and extent of authority vested in the position for decision making and for directing or controlling activities.
- b. List names, class titles and position numbers of all immediate subordinate positions.
- c. Description of the nature and extent of guidance and direction received.
- d. Description of the nature and extent of the check or review of work.
- e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public.

10. Statement to be attached by supervisor (optional):

- a. If description was prepared by employee, state any exceptions or additions. These should be resolved and communicated to the employee.
- b. What do you consider the most important duties of this position?

11. **Qualification Requirements.** Indicate the qualifications which you think should be required in this position. Keep the position itself in mind rather than the qualifications of the individual who may occupy it.

	Essential Qualifications	Desirable Qualifications
Education: general, special or professional	(See Attached)	
Experience: quantity & quality		
Licenses, certificates, or registration:		
Special, knowledge, abilities, and skills:		

12. **CERTIFICATION:** I certify that the foregoing information is accurate and complete.

Employee's Signature

Date

Howard L. Ash

Supervisor's Signature

and

Date

Howard L. Ash

Reviewing Officer's Signature
(Senior Vice President, Vice President,
Dean, Director, Provost)

11/26/08

Date

Attachments: Description of Duties and Responsibilities
Table of Organization
Supervisor's attachment (optional)

PROCESSED
NOV 23 2008

03-09/02

Position Description
Director of Financial Management and Controller, #89212

Introduction

The Director of Financial Management and Controller reports to the Vice President for Budget & Finance / Chief Financial Officer and is responsible for providing senior level planning, direction and coordination of the University's financial management functions. These services include systemwide administration and management of payroll and disbursing; financial accounting; procurement, real property and records management; treasury and cashiering; loan collections; fiscal support services; bond system operation; and assets management (including personal property management and endowment management).

Duties and Responsibilities

15% **Systemwide Payroll and Disbursing**

Directs the planning, management, administration and control of the University's systemwide payroll and disbursing system; insures that University operations conform with applicable federal, state, and University laws, rules, regulations, policies and procedures, as well as with accepted accounting and fiscal management principles and practices; directs the design and development of a University Payroll and Disbursing system independent of the State Department of Accounting and General Services while insuring that the system is capable of being integrated; directs through subordinate professional administrators the day-to-day payroll and disbursing operations; designs or directs the development and implementation of policies, procedures and practices which insure prudent fiscal management and operations; directs the preparation of summary reports or analyses in response to self-generated inquires or inquiries from University Executives and Administrators or federal or state agencies; serves as the University's technical representative on financial and accounting matters at meetings with University Executives, Administrators, the Board of Regents, Federal and State legislators and their staff, etc.; and directs the preparation and maintenance of appropriate guidelines and administrative procedures.

25% **Systemwide Accounting**

Directs the planning, management, administration, control and maintenance of the University's systemwide recording, controlling and reporting processes of the University's financial resources, in accordance with accepted principles, procedures and practices, through subordinate professional administrators; responsible for the preparation of annual financial statements for external audit purposes and coordinating with auditors for the conduct of such financial and compliance audits as may be required; directs the conduct of studies, analysis, evaluations of accounting and fiscal policies, procedures, practices, etc., including the design of computer generated reports and summaries; serves as the University's technical representative on accounting matters at

meetings with University Executives, Administrators, the Board of Regents, Federal and State agency Executives or representatives, auditors, legislators and their staffs, etc.; directs the preparation and maintenance of appropriate guidelines, administrative procedures, etc. relating to the University's accounting system and directs through subordinate professional administrators the University's student loan collection program including policy review and analysis of laws and rules governing operations; and directs the planning, management, monitoring and accounting of the University's endowment funds.

20% Procurement, Real Property, & Records Management

Directs the planning, organizing, management and control of the University-wide procurement, real property development and management, and records management operations. This responsibility includes directing the development, review, evaluation and implementation of major policies and procedures to ensure compliance with federal and State laws, rules and regulations, as well as Board of Regents' and Executive policies, relating to functional areas assigned. This position represents the University in State-wide procurement and property management matters, as well as before the Legislature and federal and State agencies. Drafting legislation and testifying before the Legislature in order to further the interests of the University is also a responsibility of the position. Conducts or directs investigations when public contracting laws appear to have been violated by University personnel. Consults with the Director of the Office of Procurement and Real Property Management on complex issues relating to competitive bidding.

Responsible for advising members of the Board of Regents and senior executives of the University on all matters relating to procurement and property management. Responds to inquiries from legislators and other government officials.

10% Treasury and Cashiering

Directs the administration, management, and control of the systemwide collection, receipting, and deposition of funds received by the University through subordinate professional administrators; directs the formulation of internal policies and procedures for the collection and deposit of funds at the University in accordance with applicable laws, rules, and regulations; oversees and administers the University's short-term investment program and cash management based on analysis of cash flow and market conditions. Directs, organizes and manages student receivables and collections.

20% Fiscal Support Services

Plans, directs, and coordinates the acquiring, implementing, development and support of the University's on-line financial system through subordinate professional administrators and oversees the evaluation, design, and implementation of enhancements to meet system users needs. Plans, organizes, directs, and formulates systemwide tax policies and procedures to comply with IRS rules and regulations to minimize the University's tax

exposure; provides guidance and leadership in justifying and defending the University's tax position. Directs the conduct of special studies, analyses, etc. relating to University fiscal operations and administration; collects data and prepares appropriate responses to inquiries from within and outside the University, e.g., legislator or staff; and maintains state-of-the-art information on fiscal operations, accounting systems, management information systems, auditing and accounting practices, etc., and keeps the University Executive and staff apprised of developments and applications affecting the University; organizes and coordinates the University's fiscal year-end closing.

5% Bond System Operations

Directs the planning, management, administration, coordination, and control of the issuance and sale of University bonds; conceives and formulates the execution of a comprehensive plan for all bond issues; evaluates procedural deficiencies and problems of the bond system and directs appropriate changes; resolves internal control issues of the University bond system by prescribing policies and procedures to effect change and improvement; initiates and directs studies, reviews, and analyses to insure bond issuances are consistent with applicable laws, rules, and regulations; guides and initiates studies on refinancing options; directs the evaluation of the size of the bond issues and bond projects' capability to repay the bond obligation.

5% Property Management

Directs the inventory of the University's capital and non-capital assets and maintains the University's fixed asset accounting system through professional subordinate administrators in order to administer, control and preserve the University's investment in property.

9.b. List names, class titles and position numbers of all immediate subordinate positions

Vacant, Secretary III, #15349
Neal Kumasaka, Institutional Support (Administrative Officer), #80173
Eric Hiyoto, Institutional Support (Director of GALC), #80150
Barbara Kawamoto, Institutional Support (Director of Bursar), #77243
Michael Wong, Institutional Support (Director of Disbursing & Payroll), #80158
Karen Morimoto, Institutional Support (Property Fund Manager), #80143
Henry Ito, Information Technology Specialist (Director of Fiscal Services), #79906
Duff Zwald, Institutional Support (Director of Procurement & Real Property Mgt., #77251

c. Description of the nature and extent of guidance and direction received.

General oral and written instructions. Expected to plan and execute own work schedule and projects. Performs work with widest latitude for exercising independent professional judgment and discretion. Periodic directives may be received to resolve extremely complex issues and concerns.

d. Description of the nature and extent of the check or review of work.

Expected to perform work independently. Review of work is general in nature.

e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public.

Extensive contacts with various universities and professional organizations, especially the Council on Government Relations, University Vice Presidents, Chancellors, Deans, Directors, staff as well as DAGS, B&F and the Legislature.

10. Statements to be attached by supervisor (optional):

None

11. **ESSENTIAL QUALIFICATIONS**

Education: General, special, or professional

Bachelor's degree in business administration, public administration, finance, accounting, or related field.

Experience: Quantity and quality

8 years of progressively responsible professional experience in financial management of which 5 years must have been in a supervisory capacity.

Licenses, certificates, or registration:

Not applicable.

Special knowledge, abilities, and skills:

Extensive knowledge of the principles and practices of financial and governmental accounting.

Demonstrated ability to communicate effectively orally and in writing, and ability to interact well with constituents.

Demonstrated ability to interpret applicable laws, regulations and policies.

Demonstrated ability to effectively lead and supervise employees.

Competency in the use of personal computers for spreadsheet, database, presentation, and word processing applications.

DESIRABLE QUALIFICATIONS

Education: General, special, or professional

Master's degree in business administration, public administration, finance, or accounting.

Experience: Quantity and quality

Extensive financial management experience at an institution of higher education, or state or city government agency.

Licenses, certificates, or registration:

Certified public accounting certificate

Special knowledge, abilities, and skills:

Date of Interview: August 9, 2012

Interviewee: Alan Kimura

Fact-Finder Conducting Interview:

1. I, Alan Tsutomu Kimura, was interviewed by _____ on August 9, 2012.
2. _____, a representative of the Hawaii Government Employees Association ("HGEA"), also was present at the interview.
3. The interview was conducted at the offices of the University Office of General Counsel in Bachman Hall, Room 110.
4. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the canceled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, MRC Greenwood and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.
5. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred. Accordingly, pursuant to the collective bargaining agreement covering my position, _____ of the HGEA was present at the interview. However, I understand that I am not currently charged with a violation of University policies.
6. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.
7. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.
8. In preparation for my interview, I reviewed documents relating to the \$200,000 wire transfer for the _____ benefit concert.
9. I am employed by the University as the Accounts Payable Supervisor in the Disbursement Office ("Disbursement"). I have been in this position since December 2004. Prior to that, I worked in the University's Office of Research Service for four years.
10. As the Accounts Payable Supervisor, I am responsible for the overall supervision of payments for the University system.
11. I report directly to James Kashiwamura ("JR"), the Director of Disbursement.

12. The following University employees report directly to me: Carolyn Kanemaru, the senior preaudit supervisor; Kaye Tanaka, the second preaudit supervisor; and Marilyn Anderson, the third preaudit supervisor. I also oversee the vendor maintenance group, which consists of Myron Tsukiyama and Beverly Tamashiro.

13. I am familiar with the Office of Procurement and Real Property Management, or "Procurement" for short. Procurement is responsible for review any type of contract that is above fiscal officer authority, or \$25,000. Procurement also handles leases. Disbursing is responsible for paying the bills.

14. asked if I am familiar with the term "fiscal administrators." I am not.

15. I am familiar with Administrative Procedure No. A8.801. This policy applies to my position and job duties.

16. For payment transactions exceeding \$25,000, the necessary supporting documentation would include a contract or a purchase order.

17. This transaction was for a prepayment, which is rare.

18. For a prepayment transaction, the supporting documentation required would include an invoice, documents supporting the invoice, and in lieu of a contract or purchase order, an Authorization For Payment form.

19. I am aware that departments sometimes engage in the practice of creating "dummy" or "pro forma" invoices. This practice occurs infrequently. I do not recall seeing a written policy or procedure that allows the practice. Therefore, I cannot say that the practice is appropriate based on the written policies. No one has ever told me specifically that the practice is appropriate. However, it is my understanding that the practice of creating pro forma invoices is acceptable. These are some examples of when Disbursing might accept a pro forma invoice created by a department:

- a. Suppose Leeward Community College ("LCC") entered into a contract to bring a performing group to the school. LCC needs to pay 50% of the contract value upfront as a prepayment in order to secure the performers. In lieu of an invoice, LCC would give Disbursing a written services agreement that spells out payment terms such as the amount due now and the balance due later. The services agreement would be signed by the performers' agent, the Fiscal Officer, and the theater manager. Disbursing would accept the written services agreement in lieu of an invoice.
- b. UH Press wants to rent tables at a book fair, and needs to make an upfront payment to the book fair organizer basically as a security deposit. UH Press would send to Disbursing a Requisition Order and an agreement outlining all the charges. The agreement would be signed by the book fair organizer and the Approving Authority.

- c. A University department received an original invoice from the vendor, made a copy of the invoice for its files, but lost the original invoice. In that instance, the department could make a copy of the invoice in their files and stamp a certification on it confirming that the document is an authentic copy of the original invoice. The Approving Authority also would submit an explanatory memorandum. If there is no memorandum, Disbursing would talk to the Fiscal Officer to get clarification.

20. The Approving Authority usually would submit the pro forma invoice with a memorandum clarifying that the activity related to the payment request is legitimate.

21. I do not recall an instance when the Athletics Department ("Athletics") has previously engaged the practice of submitting a pro forma invoice. However, I have seen other University departments engage in the practice, albeit infrequently.

22. In the case of the \$200,000 wire transfer, I did not see a contract. I did, however, see an invoice for the transaction. The invoice did not appear to be a "dummy" or "pro forma" invoice; it looked like a regular invoice from a vendor. Invoices normally do not have signatures, so the fact that this invoice had no signatures on it was not out of the ordinary. I did not have a conversation with anyone about the invoice.

23. I am familiar with the term "Program Manager." As the name implies, a Program Manager is the person who is in charge of a particular program.

24. I am familiar with the term "Fiscal Officer." I understand that Tiffany Kuraoka ("Kuraoka") is the Fiscal Officer for Athletics. Kuraoka works with Michelle Inouchi ("Inouchi") in the Athletics business office. I work with Inouchi more often than I do with Kuraoka.

25. Disbursing performs a preaudit review of a payment request to ensure there are sufficient funds for the payment and to verify that the payment is appropriate, i.e., that the request is supported by the required paperwork.

26. In the situation where the transaction exceeds \$25,000, Procurement would keep an original of the contract covering the transaction. Disbursement would receive a Form FMIS-41, which contains the necessary payment information and lists the amounts encumbered for the project. The FMIS-41 is signed by the Approving Authority and the Fiscal Officer. The contract is not attached to the FMIS-41. Therefore, Disbursing does not see a copy of the contract.

27. In a situation where the transaction does not go to Procurement for review, Disbursing would need to see a Requisition Form. The Requisition Form requires the signatures of the Approving Authority and the Fiscal Officer. By signing the requisition form, the Fiscal Officer is certifying that: (1) there are enough funds for the payment, and (2) the payment request is supported by the required documentation in view of the contract or purchase order.

28. For payment transactions for a performance event, if the expenditure exceeds the Fiscal Officer's authority (i.e., \$25,000), Procurement would check if there is a contract with the performer as part of its review.

29. The ultimate responsibility for making sure that contract conditions, including conditions relating to payment, are satisfied falls on the Fiscal Officer and the Approving Authority, whomever that happens to be (e.g., the director, dean, etc.).

30. I am aware of Executive Policy E.106, which I understand gives Athletics the ability to negotiate dollar amounts greater than \$25,000. Such transactions are not reviewed by Procurement.

31. The department requesting payment is the one who makes the call as to which account will be the source of funds for payment. Disbursing does not have oversight over which account to use. Disbursing just needs to know the ledger account and subcode to process the payment.

32. showed me a memorandum dated June 25, 2012. I recognize this document. I wrote the memorandum. I recognize my signature at the bottom of the document. I actually wrote the document on or about June 26, 2012..

33. No one asked me to write the memorandum. I wrote it as a memory jogger for myself. I do not normally write a memorandum for payment transactions. If something was different about a transaction, I would jot something down.

34. I shared the memorandum with my supervisor, JR. JR and I had another discussion about the memorandum after it came to light that the concert might not go forward. I do not recall having a meeting about the memorandum with anyone else. No one responded specifically to my memorandum.

35. Paul Kobayashi ("Kobayashi"), the Director - Financial Management and Controller, called a meeting with JR and me to get a copy of the wire transfer information for the \$200,000 transfer. This was a short meeting. I was not asked to do anything besides provide the wire transfer information. I do not recall discussing the contents of my memorandum at the meeting.

36. showed me a Wire Transfer Form dated June 25, 2012. I recognize this document. The complete document includes the following attachments: (1) Authorization For Payment form; (2) invoice; (3) Requisition Form; and (4) supporting documentation.

37. I am the one in Disbursing who is in charge of executing wire transfers for the University.

38. The wire transfer request caught my attention because it was for a prepayment of a large amount of money. The dollar amount of the transaction alone was enough to raise a flag for me, but that combined with the fact that was for a prepayment made it even more unusual.

39. It is not unusual to make prepayments to secure the performer, followed by a final payment after the performance, but those transactions are usually done by check. A check takes a little longer to process. A wire transfer, however, is instantaneous.

40. Wire transfers are frequently done at the University. However, the fact that the request was for wire transfer and a large amount was concerning.

41. As compared to payment by check, the only additional requirement applicable to wire transfers is that the transfer must be processed before 10:30 a.m. The required supporting documentation is the same as for a check request.

42. showed me Administrative Policy A8.808. I am familiar with the policy. The policy applies to wire transfers like the \$200,000 transfer. The \$200,000 transfer did not strictly comply with section 4.a. of the policy, which states that the "Department should coordinate with the Disbursing 2 days prior to the desired date of the wire transfer to ensure that the transfer can be processed without delay." I received the paperwork for the request on June 25 in the late afternoon, and Athletics needed the wire transfer done the next morning. However, this did not necessarily raise a red flag for me, and I was satisfied that there were enough funds and that the required documentation was in place before I made the transfer.

43. I have not seen a University department make that large of a payment to secure a performer. I also have not processed a payment to secure a performer via wire transfer.

44. Because the request from Athletics was for a wire transfer of \$200,000, on June 25, I called Kuraoka to inquire why Athletics needed the wire transfer the next day. I left a message for her, and she did not return my call. After I left the message, I sent an email to Kuraoka with a copy to Inouchi. Inouchi called me at 6-6:30 p.m. on June 25. We discussed my questions about the mismatch in codes on the Authorization For Payment form, as described in the second paragraph of my memorandum. showed me a copy of an Authorization For Payment Form that was stamped as received by the Disbursing Office on June 25, 2012. I recognize the document.

45. The University has general ledger (GL) accounts and subsidiary ledger (SL) accounts. Each type of ledger account has specific budget subcodes. The Authorization For Payment form submitted with the \$200,000 wire transfer request referenced a GL account with a SL account subcode. Inouchi explained to me that the subcode on the form was incorrect. She gave me the correct subcode.

46. I also asked Inouchi why they were using the GL account instead of the revolving account (the code for which starts with a "3") like they normally do. Inouchi explained that they had no time to transfer money from the GL to the revolving account.

47. The Authorization For Payment form is signed by the Fiscal Officer. By signing the form, the Fiscal Officer certifies that "sufficient funds are available in the accounts specified and that this payment is in accordance with applicable University policies and procedures." That certification runs parallel to the scope of Disbursing's final preaudit review under Administrative Policy A8.806 section 5.e. (a copy of which showed to me) of "the legality, propriety and proper authority on all payment transactions." In other words, by signing the Authorization For Payment form, the Fiscal Officer is certifying that the requested payment is legal, proper, and authorized. The certification also confirms that contract conditions, including conditions relating to payment, are satisfied.

48. The payment request documentation I received from Athletics included an eFMIS printout apparently showing deposits into the GL account. The total amount of deposits labeled " " appearing on the form do not total \$200,000, but there is a copy of a register receipt showing amounts adding up to \$203,251.00. I am not entirely sure if Inouchi told me during my conversation with her that they had enough funds from ticket presales to cover the transfer. In any event, I went online to verify if there were sufficient funds in the GL account, and confirmed that there were.

49. My understanding is that the funds to be used for the \$200,000 wire transfer were collected from ticket pre-sales.

50. I also called Karlee Hisashima, the deputy director of Procurement, to confirm whether Procurement had any contract for the transaction. She said not to her knowledge.

51. I did not see a copy of a contract between the University and before wiring the funds.

52. I made the \$200,000 wire transfer on June 26, 2012.

53. showed me a Wire Detail Report dated June 26, 2012. I recognize the document. The wire trace number on the document confirms that the wire transfer was completed.

54. I do not know what kind of account the funds were transferred to. I do not know if the receiving account was an escrow account.

55. The Wire Detail Report has a field for "Created By," and "ALANK" is typed into that field. That refers to me. There is also a field for "Modified By," and "KARYN" is typed into that field. That refers to Karyn Yoshioka, one of the releasing authorities in our office, i.e., a person with authority to release the transfer. If JR is not available, Ms. Yoshioka is the releasing authority. If both JR and Ms. Yoshioka are not available, Kobayashi can release the transfer.

56. I am not aware that the contract between the University and the concert promoter required there to be insurance in place before ticket sales began.

57. I do not know if the funds that were transferred were withdrawn.

58. I have heard the name only in the news. Based only on what I see in the news, I believe is affiliated with

59. I learned from the news that the concert might not go forward. I have talked to Kobayashi and JR about the concert not going forward.

60. I have not been tasked with looking into where the transferred funds went.

61. I have no records relating to the benefit concert other than what is in my office or on my office computer.

62. I have not been asked to do anything in connection with the investigation other than to meet with

63. I have no further comments at this time.

The foregoing is a true and accurate summary of my statement to the fact finder.

Name

Date

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KIRIWA, A.

Position: 0081613, INSTITUTIONAL SUPPORT

Approved Date & Time: 6/5/2008 4:22:18 PM

Effective Date: 6/16/2008

Position Information:

Band: B

Career Group: Institutional Support Group

Functional Title: FISCAL SPECIALIST,

Campus:

College/Office: ADMINISTRATION

Geographic Location: UH

Department: VP BUDGET & FINANCE/

Section: DISBURSING & PAYROLL

Unit: DISBURSING & PAYROLL

Bargaining Unit Code: 08

Employing Agency Code: 22501140

Supervisor: INSTITUTIONAL SUPPORT, 0080158

Account Code: G132

Duties and Responsibilities

- ** Provides technical advice, interpretations and/or makes effective recommendations regarding applicable policies, procedures and other administrative requirements to administrators, faculty and staff.
- Monitors the preaudit function of claims and contracts processing for the main campus and 9 geographically separated campuses/community colleges.
- ** Communicates both written and orally to correspondence and inquiries between State and Federal agencies, private vendors, students, etc.
- ** Establishes procedures to implement controls and compliances for Federal, State, and University rules and regulations.
- ** Conducts training workshops/orientation sessions to University fiscal officers and staffs.
- Develop, modify and update controls on the systemwide preaudit system to prevent payment improprieties
- ** Coordinates with other University departments for the tracking and payment eligibility of nonresident alien students, employees and nonemployees.
- ** Responsible for maintaining a broad environment of activities to identify and include all wages-in-kind in the employee's W-2 forms.
- ** Sets operating performance standards and monitors for compliance.
- Performs evaluations, resolves problems and generally carry out oversight responsibilities.
- ** Resolves operational and administrative matters in accordance with current policies, procedures, and directives as requested.
- ** Develops or improves procedures, makes recommendations, conducts inspections or audits in support of the program.
- ** Plans, directs, organizes and coordinates the activities of the systemwide vouchering section.
- ** Serves as the University's representative/liaison person on non resident alien issues and related tax matters.
- Other duties as assigned

Judgment Exercised

- Judgments in technical or functional specialty are recognized as accurate and are reviewed and monitored by higher level personnel to ensure adherence to accepted policies and procedures.
- Judgments and decisions impact the work of the specialty or program area.
- Judgments may impact the decisions of the immediate supervisor and/or higher level personnel.
- Judgments are recognized as sound, accurate, and knowledgeable and are generally accepted and followed after general review.
- Work is expected to result in the development of technically thorough, creative, and reliable products representative of high-quality program output.
- Judgments may impact information disseminated both up and down the chain of command regarding the specialized area.
- Judgments in a technical or functional specialty are generally recognized or accepted by management and peers as accurate and/or authoritative and are ordinarily followed after review by management.
- Judgments contribute to the development of new and/or improved techniques and procedures, approaches, equipment, materials, products, processes, tests and evaluation, or scientific methods.
- Judgments and decisions are relied upon to the extent that they affect technical approaches to a problem's solution, development, or test and evaluation.

Originality

- Develops, defines, or applies new or improved techniques, methods, practices, or strategies.
- Uses ingenuity to isolate, define, and characterize critical features of problems and recommended solutions.
- Applies new advances in techniques and methods to the solution of project problems.
- Presents adaptations or departs from accepted thought or theory to improve products in the specialty area.
- Coordinates resources in test and evaluation facilities to accomplish successful and timely completion of critical tests, evaluations, or tasks for programs.
- Originates plans, techniques, and/or procedures to apply existing knowledge to ideas, analyses, projects, and tests and evaluations.

Controls Over Position

- Guidance is given on unusual or complex problems and procedures as needed.
- General directions are received relative to objectives, critical issues, new concepts, and policy matters.
- The incumbent's supervisor is kept informed of general plans and progress of work.

Supervision Exercised

- Monitors, coordinates, or directs the work of lower level personnel, clerical assistants and/or student assistants.
- Coordinates the work of others in accomplishment of specific tasks. Determines task scope and methods of accomplishment; coordinates with subject matter specialists to check accuracy and to develop and express ideas.

Minimum Qualifications

Education and Professional Work Experience

- Possession of a baccalaureate degree in Business Administration or related fields and 4 year(s)

of progressively responsible professional experience with responsibilities for financial management; or equivalent education/training or experience.

Knowledge, Skills and Abilities

- Considerable working knowledge of principles, practices and techniques in the business process environment for a large organization as demonstrated by the broad knowledge of the full range of pertinent standard and evolving concepts, principles and methodologies.
- Considerable working knowledge and understanding of applicable federal and state laws, rules, regulations and theories and systems associated with the analysis of administrative problems and processes.
- Demonstrated ability to resolve wide ranging complex problems through the use of creative reasoning and logic to accurately determine the cause of the problems and the resolution of the problems in an effective, innovative and timely manner.
- Demonstrated ability to interpret and present information and ideas clearly and accurately in writing, verbally and by preparation of reports and other materials.
- Demonstrated ability to establish and maintain effective working relationships with internal and external organizations, groups, team leaders and members, and individuals.
- Demonstrated ability to operate a personal computer and apply word processing software.
- For supervisory work, demonstrated ability to lead subordinates, manage work priorities and projects, and manage employee relations.

Equivalencies

- Any equivalent combination of education and/or professional work experience which provides the required education, knowledge, skills and abilities as indicated.

Supplemental Minimum Qualifications

- Knowledge of cash management principles and techniques.
- Knowledge of accepted auditing standards and procedures.
- Ability to analyze financial transaction recording systems, to discern internal control and related problems, and to revise positions of complex accounting systems.

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May-2-2002

Date of Interview: July 18, 2012
Interviewee: Virginia S. Hinshaw
Fact-Finder Conducting Interview:

1. I, Virginia S. Hinshaw, was interviewed by _____ on Wednesday, July 18, 2012.

2. The interview was conducted in a conference room at the offices of the University's General Counsel in Bachman Hall, Room 109.

3. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.

4. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.

5. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

6. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.

7. I am a Chancellor Emeritus and a Professor at the John A. Burns School of Medicine, at the Manoa Campus of the University of Hawaii (the "University"). I was the Chancellor of the Manoa Campus for a period of five years, which five year period expired in June 2012.

8. As Chancellor for the Manoa campus, I reported directly to the President of the University.

9. As Chancellor, my job responsibilities did not typically include the approval of the use of University facilities. Those responsibilities were delegated by my office to the Vice Chancellor for Administration, Finance & Operations ("AFO"). I understand that the Vice Chancellor for AFO can and may have further delegated such responsibilities to others.

10. As Chancellor, my job responsibilities also do not typically include the approval of terms of facility use contracts. While the Chancellor's office likely has the authority to

override decisions of the Athletic department related to the use of the Stan Sheriff Center, I am not aware of any situation pursuant to which such authority was exercised.

11. I reviewed the policies and procedures a while back and have a general familiarity with the policies and procedures applicable to the use of the Stan Sheriff Center. Among other matters, it is my understanding that (i) there are certain standard fees relating to the use of the facility, and (ii) scheduling the use of the facility runs through the Athletic Department.

12. The Chancellor's office does not typically get involved in decisions related to the use of Stan Sheriff Center. The only event I recall my office being involved with was an electronics show involving Sony. I understand that Stan Sheriff Center is subject to certain restrictions, which limit competition between Stan Sheriff Center and the Neal Blaisdell Center. I worked with the University's Athletic Department to address such use restrictions in connection with the Sony event.

13. asked whether departments at the University other than the Athletic Department get involved in decisions regarding the use of Stan Sheriff Center. I stated that departments outside of the Athletic Department typically do not get involved with such decisions. I further stated that other programs may use the Stan Sheriff Center by working with the Athletic Department to schedule such uses.

14. With very limited exceptions, the Chancellor's office does not play any role in approving fundraisers for the Athletic Department. The exceptions would be events held at College Hill. The Chancellor's office is responsible for approving uses of College Hill. Therefore, if an Athletic Department event is to be held at College Hill, it must be approved by the Chancellor's office. With the exception of fund raising that may be held at College Hill, use of athletic and other facilities for fund-raising does not require the approval of the Chancellor's Office. The Chancellor's office may be involved in scheduling of fundraisers if the Chancellor's presence is needed at the fundraiser.

15. I do not know . I have never spoken to or exchanged emails with him. I never heard of any events. My only knowledge of is as a result of news events related to the Benefit Concert not going forward.

16. To my knowledge, no one in my office has spoken to or exchanged emails with

17. I have never heard of

18. I am not aware of anything anyone did at the University to investigate

19. I heard from Jim Donovan that Rich Sheriff was communicating with and knew the person who was working on arranging the Benefit Concert.

20. My only knowledge of and is as a result of news events related to the Benefit Concert not going forward.

21. I am not aware of anything anyone did at the University to investigate

22. I have never spoken to or emailed

23. I do not know if anyone at the University has spoken to

24. I have never heard of

25. I am not aware of anything anyone did at the University to investigate

26. I have never heard the name _____ and do not know him.

27. I have never heard the name _____ and do not know him.

28. _____ asked me about an email that I sent to Greenwood on June 19, 2012. A copy of the email is attached to this statement as Exhibit A. I recall sending the email in question. It was sent in response to a text or voice mail message that I received from Greenwood shortly before I sent the June 19, 2012 email, asking about what is going on with the concert. I no longer have the message on my phone. I was not involved with the concert. Therefore, after receiving the message, I contacted Jim Donovan and asked him to brief me on the matter. Jim stated that Rich Sheriff was connected with a person who had contact with _____. I asked Jim if permission from the City and County of Honolulu (the "City") to hold the event had been obtained. Jim stated that such permission had been obtained. I asked Jim if they were working with the University's Office of General Counsel. Jim stated that they were. After speaking to Jim, I sent the June 19, 2012 email to Greenwood.

29. The June 19, 2012 email makes reference to "appropriate permissions for the performance." This is a reference to the permission from the City for the performance.

30. The June 19, 2012 email makes reference to "Jim." That is a reference to Jim Donovan. I do not know when Jim first became involved with the concert. The information regarding the concert described in the email came from my discussion with Jim.

31. The June 19, 2012 email makes reference to Ryan Akamine being involved in every step. I did not have any discussion with Mr. Akamine about his role in the concert. It is my understanding that he worked on the contract with the agent for the concert. I am not aware if anyone else from the University's Office of General Counsel was involved with the concert. I was only given Mr. Akamine's name. It was reassuring to me to learn that Mr. Akamine was involved. In my experience, Ryan does competent work and understands athletics very well.

32. Greenwood did not ask me any questions regarding the concert or tickets in response to the email.

33. _____ asked me how I first learned about the concert. My recollection is that I received an email from AKA announcing the concert and that at or about the same time I received the email, I heard mention of the concert in the newspaper.

34. I am not familiar with who was responsible for negotiating the concert deal points on the University's behalf or the structure of the concert deal. From my discussions with Jim Donovan, I believe Jim estimated generating revenues of approximately \$100,000 to \$200,000 from the concert.

35. My approval for the concert was neither sought nor given. The decision to have the concert is a matter that falls within the authority of the Athletic Director's office. It is not a matter that required my approval. The concert was consistent with discussions that I had with Jim Donovan in the past. I have felt it important to bring the community to the University campus and the concert would achieve this.

36. I did not hear the concert being described as a "benefit" concert until I discussed the concert with Jim Donovan and he stated that it would be a "benefit" concert.

37. I was not involved at all in the decision to have the concert be a benefit concert and, to my knowledge, no one from my office was involved in the decision. I do not know who decided to have the concert be a benefit concert.

38. I am generally aware of discussions that have included AKA relating to the use of Stan Sheriff Center for fundraising events, but such discussions were not specifically in reference to a concert.

39. I was not involved in any discussions relating to the selection of dates for the concert.

40. I was not involved with ticket sales for the concert.

41. I do not know if any studies or analyses were performed by anyone at the University in connection with the concert. I did not task anyone to prepare such a study nor do I know if anyone was tasked to perform any study or analysis relating the concert.

42. I was shown a copy of an unsigned Engagement Memorandum Agreement. I had no role with respect to the document I was shown nor am I aware of anyone else who had a role with the preparation of the document. I had never seen the document prior to being shown it at the interview and I do not have any knowledge regarding the document.

43. I was shown a copy of the June 12, 2012, Facility Use Agreement. I heard about this agreement but had not seen it prior to being shown the document during my interview. I did not play any role in negotiating the terms of the agreement before it was signed. I had no role with respect to this agreement and, to my knowledge, no one in my office had any role with respect to the agreement. I did not review or comment on drafts of the agreement. I am generally aware that Ryan Akamine was involved in the preparation of the agreement. The agreement is signed by Carl Clapp on behalf of Jim Donovan. It is typical for Carl to sign documents for Jim when Jim is out of town.

44. I am not aware of any person or groups of persons who led the negotiations of the June 12, 2012 agreement on behalf of the University.

45. I am generally aware that the University made a wire transfer for the amount of \$200,000 in connection with the concert. My knowledge of the wire transfer is based on what I have read in the newspapers. I was not involved in any way with the wire transfer and, to my knowledge, no one in my office was involved with the wire transfer.

46. I first learned that the _____ Concert would not go forward sometime in early July. I was no longer serving as Chancellor by this time. I learned about these events mostly through the media.

47. Other than being interviewed by _____ for the purpose of the present investigation, I have not been tasked with any responsibilities relating to any investigations of any matters relating to the concert.

48. I am not aware of anyone who would personally benefit from this concert going forward.

49. Towards the end of the interview, _____ asked if there was anything else I would like to add. I stated that I found Jim Donovan and Rich Sheriff to be hard working, honest and devoted to the University of Hawaii, Manoa. Jim has done many good things for the University and knows the athletics business well. The concert seemed like a good thing to try. If the University has suffered harm, it seems to be the result of an honest mistake by those associated with the University, not the result of someone at the University doing something for personal gain.

The foregoing is a true and accurate summary of my statement to the fact-finder.

VIRGINIA S. HINSHAW

Date

From: Virginia Hinshaw <vhinshaw@hawaii.edu>
Sent: Wednesday, August 15, 2012 11:18 AM
To:
Subject: Re: Revised Witness Statement

I approve this statement - Virginia

Virginia S. Hinshaw
Chancellor Emeritus
Professor of Tropical Medicine, Infectious Diseases and Pharmacology
John A. Burns School of Medicine
651 Ilalo Street, MEB 402F
Honolulu, Hawaii 96813
Phone: (808) 692-1215
FAX: (808) 692-1267
Email: vhinshaw@hawaii.edu

On Aug 15, 2012, at 5:09 PM,

wrote:

Chancellor Hinshaw:

Attached is a further revised draft of the Witness statement which incorporates the changes noted in your email immediately below. The paragraphs that I changed based on the point raised in your email below are paragraphs 37, 43, and 45. Please let me know if any further revisions are needed. If not, and if the statement is now in a form that is acceptable to you, let me know if you are able to sign it and return it to me. Again, if you cannot sign it and return it, please send me an email confirming that the statement meets with your approval.

Thank you.

Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) is not intended, or written to be used, and cannot be used for the purpose of avoiding tax-related penalties under the Internal Revenue Code.

This message is intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or the agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, and no privilege is, or is intended to be waived. If you have received this communication in error, please notify us

CHANCELLOR OF THE UNIVERSITY OF HAWAII AT MĀNOA

INTRODUCTION

The University of Hawai'i at Mānoa celebrated its 100th anniversary in 2007 and is the flagship institution of the ten-campus University of Hawai'i system. A land-, sea- and space-grant institution with about 20,000 students, UH Mānoa is a doctoral research university (Carnegie RU/VH) with several professional schools, including law and medicine. The University's Chancellor is the chief executive officer of the institution and is responsible for all aspects of its operation. The Chancellor reports to the University of Hawai'i President and is a member of the President's senior executive team and of the Council of Chancellors.

The Chancellor provides both administrative and academic leadership to the campus. As the administrative leader, the Chancellor is expected to promote a system of shared governance that is based on the values of collegiality, transparency, and excellence. As the academic leader, the Chancellor is expected to foster a vibrant academic climate and support outstanding scholarship and innovation, cultivating an environment in which effective, creative teaching, research and application can flourish.

The University has a special responsibility to Hawaiians—the indigenous people of Hawai'i. The University is committed to developing Mānoa as a Hawaiian place of learning. In this context, the Chancellor works to increase Native Hawaiian student enrollment and success, and increase participation in the faculty, staff and administration.

As the Land-, Sea- and Space-Grant University for the State of Hawai'i and the only large research university in the state and in the Pacific, the University of Hawai'i at Mānoa plays a central role in economic development, civic engagement, and community outreach. The University is embedded in an island society that is also internationally connected, with special ties to the Pacific and to Asia.

DUTIES AND RESPONSIBILITIES

Serves as the chief executive officer of the University of Hawai'i at Mānoa. Provides executive leadership in academic affairs, research, graduate education, professional training, student affairs, athletics, administration, finance and budget, human resources including the promotion of diversity, equality and affirmative action, facilities management, capital improvements, and other aspects of developing, planning, administering, and managing the operations of the campus.

Administers and implements Board of Regents and Executive policies, system wide procedures and, as appropriate, promulgates campus directives and instructions for the University of Hawai'i at Mānoa.

May make recommendations to the President regarding system-level policies and procedures based on campus experiences or needs.

Administers and implements Board of Regents and Executive policies and procedures as they apply to Mānoa.

Provides executive leadership in the development and implementation of long-range plans, goals, and objectives to improve the quality of teaching, research, and administration in full compliance with accreditation standards and requirements.

Provides executive leadership in the campus' research training and graduate education programs; determines direction and priorities in response to existing and emerging research and training goals and initiatives; and provides collaborative leadership to advance innovation and technology system-wide.

Provides executive leadership and direction to administrators, faculty, and staff by establishing goals and objectives, and ensuring that day-to-day operations, administration and management are executed efficiently and in conformity with governing policies and procedures.

Allocates and reallocates resources, as appropriate, in conformity with institutional priorities, applicable laws, rules and policies.

Works with governance bodies and advisory groups, including the Mānoa Faculty Senate, which has primary responsibility for fundamental academic areas, representative student and staff groups, the Athletics Advisory Board, with Native Hawaiians (the Kualii Council), and other constituencies, to ensure effective and transparent systems of shared governance.

Designs and implements programs to ensure student diversity, access, and support for under-represented groups.

Provides executive leadership in raising funds and obtaining resources for UH Mānoa to enhance the ability of the institution to provide financial support for students, and to provide resources for innovative and creative enterprises, endowments, and academic programs and services.

Works with the President, other chancellors and other University executives and administrators in the planning, development and coordination of operations of the University of Hawai'i at Mānoa with those of the system and other campuses.

Keeps the President, and through the President, the Board of Regents, fully informed concerning the operations, needs and priorities of the University of Hawai'i at Mānoa.

Develops and oversees agreements, partnerships, and exchanges between the University of Hawai'i at Mānoa and other educational institutions and organizations, nationally and internationally.

Represents the University of Hawai'i at Mānoa to the Hawai'i legislature and other State and federal governmental bodies. Works with governmental agencies to advance Mānoa's programs. Develops and maintains effective relations with the community, legislature, other UH campuses, and other internal and external organizations.

Serves as the chief public voice, interpreter, liaison, and advocate for the University of Hawai'i at Mānoa, to internal and external constituencies.

Represents, promotes, and advances the University of Hawai'i at Mānoa by participating in state, national, and international organizations, and in civic and charitable organizations, serving as the official representative of UH Mānoa as appropriate.

QUALIFICATIONS

MINIMUM QUALIFICATION REQUIREMENTS

Earned doctorate or equivalent terminal degree from an accredited institution.

Attained the academic rank of full professor or have demonstrated a record of comparable professional experience prior to appointment.

Professional experience in academic administration at a university or college which included research and graduate education programs, and experience at the dean's level or comparable that involved designing and implementing programs and initiatives, or have demonstrated a record of comparable professional experience.

Distinguished record of scholarly achievement.

Demonstrated experience in high-level academic administration.

Demonstrated record of successful leadership in teaching, research, and service.

Ability to establish and maintain effective working relationships with administrators, faculty, staff, students, legislators, state and federal officials, and the general public.

Ability to communicate effectively with internal and external constituencies.

Ability to understand and work effectively in Hawai'i's multi-cultural society.

DESIRABLE QUALIFICATIONS

Administrative experience at a university with extensive research and graduate programs.

Administrative experience at a university in a multi-level university system, planning, developing, and articulating programs in a multi-institution state system that includes interfaces with other components of public education.

Experience with large-scale funded research programs, projects, or institutes.

Possess an understanding of the importance of empowering indigenous people and minorities in higher education.

Experience working effectively with students, governing boards, legislative bodies, government officials, and community and business leaders.

Experience with international education, especially within the Asia-Pacific region.

Experience and demonstrated record of success in raising funds.

Experience working effectively with faculty governance bodies, student governance organizations, and various advisory groups.

Experience in higher education finance.

Date of Interview: July 23, 2012
Interviewee: Kathleen Cutshaw
Fact-Finder Conducting Interview:

1. I, Kathleen Cutshaw, was interviewed by _____ on Monday, July 23, 2012.
2. The interview was conducted at a conference room on the second floor of Bachman Hall at the University of Hawaii.
3. _____, an associate of _____, was present at the interview.
4. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.
5. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.
6. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.
7. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.
8. I am the Vice Chancellor for Administration, Finance and Operations (VCAFO) for the Manoa Campus of the University. I have been employed by the University since February 1997 and have held the position of VCAFO for the Manoa campus of the University since January 2005. I oversee all budget, human resources, facilities, faculty housing, parking and bookstore matters for the Manoa Campus.
9. I report to Chancellor Tom Apple who became the Chancellor in June 2012. Virginia Hinshaw was the Chancellor before Tom Apple.
10. The following people or positions report to me: (1) Assistant Vice Chancellor for Facilities and Grounds (vacant), (2) Assistant Vice Chancellor for Physical, Environmental and Long Range Planning – Stephen Meder, (3) Director of Finance and Accounting – Sandy French,

(4) Director of Budget – Bob Nagao, (5) Director of Campus Services – Deborah Heubler, (6) Director of Human Resources – Tammy Kuniyoshi, and (3) internal support staff.

11. My job responsibilities do not include the approval of terms of facility use contracts. Facility use contracts are approved by the Assistant Vice Chancellor for Facilities and Grounds. This position is vacant. David Hafner was the Assistance Vice Chancellor for Facilities and Grounds previously.

12. I was asked whether the approval of facilities use contracts was delegated from the Chancellor's office to department heads. I researched and could not find any written delegation of this authority. In 2002, the President was also the Chancellor of the Manoa campus. In 2004, the first Chancellor of the Manoa campus was appointed and the Chancellor's office was created in 2004. The Chancellor's office is fairly new and it is possible that the delegation of authority occurred when the President and Chancellor's offices were combined. I do not have access to those records. I understand that Athletics has a pre-printed facility use contract form that is signed by the Athletics people. Authority seems to have been delegated to Athletics, but I do not know what policy gave Athletics autonomy over athletics facilities.

13. The Vice Chancellor's office has an organizational chart that can be found online. This should be current as of June 2011, because it needs to be updated every year by law.

14. I am not familiar with the policies and procedures applicable to the use of Stan Sheriff Center. Stan Sheriff Center is not a main campus area and therefore it is not under my purview. The long range master plan is under my purview.

15. I understand that Stan Sheriff Center is subject to a PRU, which restricts the use of Stan Sheriff Center to sports events. The City and County of Honolulu has an issue with competition between Stan Sheriff Center and the Neal Blaisdell Center and, therefore, Stan Sheriff Center would need to get Neal Blaisdell Center's consent before having events. This deal with Neal Blaisdell Center is not in writing, but is a gentleman's agreement.

16. During my tenure as Vice Chancellor I have never vetoed a decision regarding the use of Stan Sheriff Center. The Chancellor has the authority to stop a use at Stan Sheriff Center. The Athletics Department reports directly to the Chancellor. The Vice Chancellor has authority to review the use to determine if the use is proper. If the use is improper, the Vice Chancellor would report it to the Chancellor who would have the authority to stop the use.

17. The General Counsel's office does not play any role in decisions regarding the uses of Stan Sheriff Center.

18. My office does not play any role in approving fundraisers for the Athletics Department.

19. My office is not required to approve Athletics fundraising events. Nothing in Athletics goes through my office. Athletics reports to the Chancellor. Approval for fundraisers was probably delegated to the Athletics Department because I have not heard of Athletics asking for approval from the Chancellor.

20. I do not know . I have never spoken to or exchanged emails with him.
I have never heard of any events.
21. I have never heard of prior to June 26, 2012.
22. To my knowledge, no one in my office has spoken to or exchanged emails with
23. I am not aware of anything anyone did at the University to investigate
24. I do not know if was communicating with anyone at the University in
connection with the benefit concert.
25. I have never heard of prior to looking at documents after the
wire transfer occurred.
26. I looked up online and found that it is a Florida entity that
formed in February 2012.
27. I am not aware of anything anyone did at the University to investigate
28. I do not know . I learned of her name after June 26, 2012, when
Howard Todo called me to ask about the concert.
29. I have never spoken to or emailed.
30. I do not know if anyone at the University has spoken to
31. I have never heard of prior to June 26, 2012.
32. I am not aware of anything anyone did at the University to investigate
33. I have never heard the name and do not know him.
34. I have never heard the name and do not know him.
35. I was shown a copy of a document called Concert Events Description that was
prepared by Howard Todo. Exhibit A. I was directed to paragraph 6/26. I recall Howard Todo
asking me about a wire transfer on June 26, 2012. I recall telling Howard Todo that I knew
nothing about the wire transfer. I recall that Howard Todo was on vacation and when he returned
to work he learned of the wire transfer and was concerned. After my conversation with Howard
Todo I emailed Tiffany Kuraoka at Athletics. Tiffany Kuraoka did the AFP. I asked who
authorized this payment. Tiffany Kuraoka gave me an unsigned copy of the
contract. I asked why Tiffany Kuraoka would do an AFP based on an unsigned contract with

. My discussion with Howard Todo was the first time that I heard of the Benefit concert.

36. After my discussion with Howard Todo I emailed Deborah Ishii and asked about the concert. Deborah Ishii told me that she didn't know anything about it.

37. I emailed Carl Clapp about the concert and Carl Clapp told me that he just found out about the concert two weeks prior.

38. I learned that Ryan Akamine prepared the contract and the contract was signed.

39. I learned that there was no insurance rider attached to the contract.

40. I told Tiffany Kuraoka to not send any more payments because there was no insurance rider as required in the contract.

41. I gave copies of all emails that I had relating to the concert to .
These are attached as Exhibit B.

42. I was asked about Deborah Ishii's email to me on June 28, 2012, at 5:44 p.m. I do not know if Deborah Ishii verified this information or just assumed that the information she was giving me was correct. I do not know where Deborah Ishii is getting this information.

43. I was asked about my email to Howard Todo on June 28, 2012, at 6:28 p.m. where I wrote: "I have verified that you have been involved." I did not verify this. This was in Deborah Huebler's email and I assumed she was correct. After this email, Howard asked if we had the insurance.

44. I was asked about James Nishimoto's email to me regarding "briefing Tom" on June 28, 2012. I briefed Tom Apple prior to the July 3rd senior staff meeting, but I don't recall when. I briefed the Chancellor and the other Vice Chancellors at a senior staff meeting on July 3, 2012. At the senior staff meeting we had high levels of discussion regarding issues with the contract the authorization for payment of \$200,000.

45. I was asked about my email to Tiffany Kuraoka on June 28, 2012. I spoke to Tiffany Kuraoka on the phone and asked what authorization she had to issue the authorization for payment. Tiffany Kuraoka said that they collected money from pre-sale tickets in an agency account. She issued the authorization for payment for \$200,000 because she was told to do so. Tiffany Kuraoka did not say who instructed her to send the money. An agency account is a revenue account. A revenue account is an account that allows money to come in. Most accounts cannot take in money.

46. I did not talk to Chancellor Hinshaw about this because she was out of town during this time.

47. I was asked about my email to Carl Clapp on June 29, 2012, at 11:27 a.m. I called Carl Clapp to discuss the concert. Carl Clapp said he signed the agreement as directed by Jim Donovan. Carl Clapp told me that Neal Blaisdell Center approved of the concert at Stan Sheriff

Center. Carl said that he didn't know much about the concert until a week or two weeks prior to this email.

48. I do not know how the University became involved in the concert deal.

49. I do not know if there was someone on the University side responsible for negotiating the deal points.

50. I do not know anything about the structure of the deal, who would be involved and how the money would flow.

51. I did hear the concert being described as a "benefit" concert.

52. I was not involved at all in the decision to have the concert be a benefit concert. I learned of the concert on June 26, 2012.

53. I do not know if the Chancellor's office was involved in the concert.

54. I was not involved with ticket sales for the concert.

55. I was not involved with parking for the concert. It is not normal for anyone to contact my office for parking for events.

56. I do not know if any studies or analyses were performed by anyone at the University in connection with the concert. I asked Carl Clapp and Tiffany Kuraoka for a copy of the business plan and they both did not know of a business plan. To my knowledge, there is no policy that requires a business plan. I was curious to know of the cost-benefit analysis.

57. I do not know if anyone was tasked to perform any study or analysis relating the concert and I did not ask this question.

58. I was shown a copy of the June 12, 2012, Facility Services Agreement. I did not play any role in negotiating the terms of this agreement before it was signed. I had no role in this agreement. No one in my office had any role in this agreement. To my knowledge, Virginia Hinshaw had no role in this agreement.

59. I am not aware of any person or groups of persons who lead the negotiations of this agreement on behalf of the University.

60. The wire transfer of \$200,000 had already occurred by the time I became aware of the concert.

61. No one in my office was involved with the wire transfer.

62. I first learned that the Benefit Concert would not go forward at Jim Donovan's press conference on July 10, 2012. On July 11, 2012, Jim Donovan was put on

leave. On July 12, 2012, President Greenwood, at a meeting, said that we were not to talk to anyone about this because there will be an investigation.

63. I am not aware of anyone who would personally benefit from this concert going forward.

64. I was not tasked with any follow up at the meeting with President Greenwood on July 12, 2012.

65. I was asked if there was anything else I would like to add and I did not have anything further to add at the conclusion of the interview.

The foregoing is a true and accurate summary of my statement to the fact-finder.

Kathleen Cutshaw
KATHLEEN CUTSHAW

8/9/12
Date

Concert Events Description

6/25 - This was when I was first informed that this event was happening. Attached is the email from Ryan Akamine at OGC informing me that they were working on it and there was a short time frame to make the initial payment. I received this email as I was preparing for the Audit Committee presentation on Kualii Financial System, and coming in only for that meeting. I asked for more information, but to follow up at the time.

6/26 - By the time I followed up after the new Board member orientation the following morning, the money had been wired. See attached documents relating to the wire. The circumstances of requiring a wire on short notice concerned me, so I asked Kathy Cutshaw about this. She said she didn't know anything about it, but would check. That she didn't know about it concerned me further so I asked Ryan Akamine for the background and documents.

6/27 - Ryan Akamine sends me a copy, unsigned, of the agreement, which is titled "Agreement between University of Hawaii at Manoa and for the Use of Stan Sheriff Center" and says he is waiting for executed copies from Athletics. See his email and the executed agreement. He indicated to me that the agreement calls for insurance to protect UH from loss if the performance does not happen. His email asks Athletics for the insurance policy.

6/28 - After reading the agreement, I follow up with Kathy Cutshaw to find out whether Manoa Chancellor's office approved the agreement. That evening she emails me. See attached email and my response. She calls me and says that Virginia Hinshaw said she doesn't know anything about it, but that system knows all about it and approved a \$200,000 payment. How can she not know anything, but know that?

6/29 am - Kathy Cutshaw sends me an unsigned agreement between and the Athletic Department (see attached). Upon reading this, I meet with Ryan Akamine and voice my strong concerns. He indicates that he told Athletics not to be a signatory to that agreement. I reiterate my concerns about needing to have the insurance contract that per the agreement Athletics did sign with, that was supposed to provide to Athletics prior to commencement of pre-sale ticket sales. Ryan follows up with athletics and ultimately is told that they are working on it.

6/29 (Friday) - Later that day, Ryan emails me that OGC does have a legal services request for assistance with this agreement which was signed by Carl Clapp and Virginia Hinshaw on May 6, 2012. See attached emails. } AB

7/2 (Monday) - I brief President Greenwood on the situation. She indicates that Virginia Hinshaw definitely knew about the concert because she responded earlier in June to a query from MRC regarding the concert. See attached email.

Applicable University Policies (attached):

Board Policy 8-1 - generally the President is authorized to sign contracts, and may delegate that authority to others.

Executive policy E10.101 - Authority to develop procedures for use of University-owned facilities delegated to Chancellors

Board Policy 10-1 - Source of Delegation in E10.101

Executive policy E10.201 - Delegation of responsibility for facilities use to Chancellors

Executive Policy E10.202 - UHM Special Events Center Use Policy - does not delegate signing authority for contracts regarding Stan Sheriff Arena from Chancellor to Athletics Director

Exhibit A

Administrative Policy A1.200 – Delegates authority for Manoa facilities use to the President, who at that time (2002), was the chief executive of Manoa campus as well as the system. Again, no delegation to Athletics Director is indicated.

Conclusion:

General contracts are authorized to be signed by the President. Facilities use contracts are delegated to Chancellors.

Summary:

The agreement was not reviewed by Manoa Chancellor's office or President's office or VP B&F prior to its signing.

There is no evidence that _____ actually ultimately had an agreement with _____ to perform at Stan Sheriff Arena on August 18.

From a financial standpoint, no analysis or projection of revenues and costs and estimated profits and related risks were provided to campus or system administration prior to signing of the agreement.

The insurance policy required by the agreement prior to commencement of pre-sale ticket sales has not been obtained.

Athletics nevertheless proceeded with the pre-sale of tickets.

The agreement is in the form of a facilities use agreement, but it contained a number of clauses that represented exposure for the university that are not in a normal facilities use agreement.

The payment of \$200,000 was requested through an AFP (Authorization for Payment) form. See attached for the form and related documents. The requisitioner was Rich Sheriff, the purchasing officer was Carl Clapp and the Fiscal Officer was Tiffany Kuraoka. Could this have been stopped by our system disbursing office? See attached memorandum for record by Accounts Payable Supervisor Alan Kimura, email to Paul Kobayashi from Carl Clapp and Executive Policy E8.106. At the end of the day, they felt that they had done enough inquiry and there were enough high level people involved including the Office of General Council that they released the wire. Nevertheless, the answer is yes, it could have been stopped by the disbursing office.

Kathleen Cutshaw

From: Howard Todo <htodo@hawaii.edu>
Sent: Thursday, June 28, 2012 6:03 PM
To: Kathleen Cutshaw
Subject: Fwd: RE: Benefit Concert
Attachments: 2012 Agreement for Use of SSC by 2012.06.12 v.final.pdf; Agreement for Use of Non-Profit Name.pdf; htodo.vcf

Kathy, here's what I've gotten from Ryan.

Howard

----- Original Message -----

Subject: RE: Benefit Concert
Date: Wed, 27 Jun 2012 16:34:38 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, "Rich Sheriff (rsheriff@hawaii.edu)" <rsheriff@hawaii.edu>, "Darolyn H. Lendio" <lendio@hawaii.edu>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
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Kathleen Cutshaw

From: Debra Ishii <debrai@hawaii.edu>
Sent: Thursday, June 28, 2012 5:44 PM
To: Kathleen Cutshaw
Subject: Re: Athletics

sounds like Jim, Ryan, Rich, Carl have been in discussion --- not certain who has been from beginning. Not certain if Koa Anuenue event benefitting UH athletics or marketed some other way. Paul Kobayahis and Howard Todo's names were given as helping this move along.

looks like they had to sell the advanced tickets before promoter would take it on further. ticket holders were given opportunity to buy - from what i could find on their website.

sorry....

On Thu, Jun 28, 2012 at 5:22 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:
Don't know any details. Just got a call from Howard saying they are already working with a promoter for \$200k. And have sold advance tickets. Just thought you might know something. Not your problem. I will move it to nish :)

K

On Jun 28, 2012, at 5:15 PM, "Debra Ishii" <debrai@hawaii.edu<mailto:debrai@hawaii.edu>> wrote:

I don't recall - when is this supposed to happen?

On Thu, Jun 28, 2012 at 5:02 PM, Kathleen Cutshaw <<mailto:cutshaw@hawaii.edu>cutshaw@hawaii.edu<mailto:cutshaw@hawaii.edu>> wrote:

Do you know anything about a concert

Kathy

--

Debra Ann C. Ishii

Executive Assistant to the Chancellor

University of Hawai'i at Mānoa

2500 Campus Road

Hawai'i Hall 202

Honolulu, Hawai'i 96822

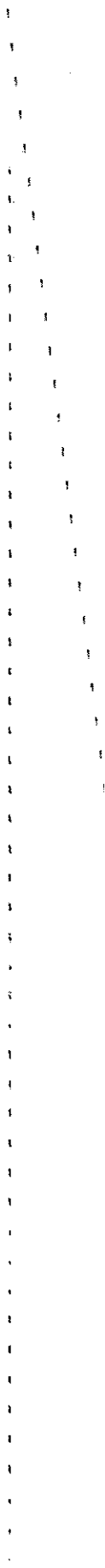
Phone: (808) 956-2697

Fax: (808) 956-4153

Email: <mailto:debrai@hawaii.edu> debrai@hawaii.edu <mailto:debrai@hawaii.edu>

--

Debra Ann C. Ishii
Executive Assistant to the Chancellor
University of Hawai'i at Mānoa
2500 Campus Road
Hawai'i Hall 202
Honolulu, Hawai'i 96822
Phone: (808) 956-2697
Fax: (808) 956-4153
Email: debrai@hawaii.edu



Kathleen Cutshaw

From: Howard Todo <htodo@hawaii.edu>
Sent: Thursday, June 28, 2012 6:26 PM
To: Kathleen Cutshaw
Subject: Re: Benefit Concert
Attachments: htodo.vcf

Let me be clear, Kathy, I'm only involved because I found out about it from OGC. Manoa Athletics initiated this and apparently has entered an agreement. So this is a Manoa issue. I'm telling you, because as such, I believe it is the Chancellor's office's responsibility. So you should most definitely not stand down, but rather insure that it is okay and is being properly authorized and executed, because of the exposure and risk.

Howard

On 6/28/2012 6:10 PM, Kathleen Cutshaw wrote:

I haven't verified that Virginia was informed and agreed to this. I have verified that you have been involved. If system has already moved forward, I am standing down.

Kathy

On Jun 28, 2012, at 6:03 PM, "Howard Todo" <htodo@hawaii.edu> wrote:

Kathy, here's what I've gotten from Ryan.

Howard

----- Original Message -----

Subject: RE: Benefit Concert
Date: Wed, 27 Jun 2012 16:34:38 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, "Rich Sheriff" (rsheriff@hawaii.edu)" <rsheriff@hawaii.edu>, "Daroly Lendio" <lendio@hawaii.edu>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Kathleen Cutshaw

From: James Nishimoto <jnish@hawaii.edu>
Sent: Thursday, June 28, 2012 9:42 PM
To: Kathleen Cutshaw
Subject: Re: Benefit Concert

Kathy

When briefing Tom, do we need to include representatives from Athletics and General Counsel to make their contribution of who's doing what and what commitments may have been made or expectations created.

Let me know how I can help.

Nish

On Thu, Jun 28, 2012 at 6:42 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:
Got to figure out facts and brief chancellor. I have no clue at this point who is doing what. And with what authority.

K

Begin forwarded message:

From: Howard Todo <htodo@hawaii.edu<mailto:htodo@hawaii.edu>>
Date: June 28, 2012 6:25:57 PM HST
To: Kathleen Cutshaw <cutshaw@hawaii.edu<mailto:cutshaw@hawaii.edu>>
Subject: Re: Benefit Concert

Let me be clear, Kathy, I'm only involved because I found out about it from OGC. Manoa Athletics initiated this and apparently has entered an agreement. So this is a Manoa issue. I'm telling you, because as such, I believe it is the Chancellor's office's responsibility. So you should most definitely not stand down, but rather insure that it is okay and is being properly authorized and executed, because of the exposure and risk.

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Kathy

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<<mailto:htodo@hawaii.edu>htodo@hawaii.edu<mailto:htodo@hawaii.edu>> wrote:

Kathy, here's what I've gotten from Ryan.

Howard

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Subject: RE: Benefit Concert

Date: Wed, 27 Jun 2012 16:34:38 -1000

From: Ryan Akamine

<<mailto:Ryan.Akamine@hawaii.edu><mailto:Ryan.Akamine@hawaii.edu>Ryan.Akamine@hawaii.edu<mailto:Ryan.Akamine@hawaii.edu>>

To: 'Howard Todo'

<<mailto:htodo@hawaii.edu><mailto:htodo@hawaii.edu>htodo@hawaii.edu<mailto:htodo@hawaii.edu>>

CC: 'Paul Kobayashi'

<<mailto:pyk@hawaii.edu><mailto:pyk@hawaii.edu>pyk@hawaii.edu<mailto:pyk@hawaii.edu>>, 'Jim Donovan'

<<mailto:jdonovan@hawaii.edu><mailto:jdonovan@hawaii.edu>jdonovan@hawaii.edu<mailto:jdonovan@hawaii.edu>>, 'Carl Clapp'

<<mailto:eclapp@hawaii.edu><mailto:eclapp@hawaii.edu>eclapp@hawaii.edu<mailto:eclapp@hawaii.edu>>,"

Rich Sheriff (<mailto:rsheriff@hawaii.edu>rsheriff@hawaii.edu<mailto:rsheriff@hawaii.edu>)"

<<mailto:rsheriff@hawaii.edu><mailto:rsheriff@hawaii.edu>rsheriff@hawaii.edu<mailto:rsheriff@hawaii.edu>>,"

Darolyn H. Lendio"

<<mailto:lendio@hawaii.edu><mailto:lendio@hawaii.edu>lendio@hawaii.edu<mailto:lendio@hawaii.edu>>

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Office of Vice-President for Legal Affairs

and University General Counsel

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(808) 956-2211 phone

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ryan.akamine@hawaii.edu<mailto:ryan.akamine@hawaii.edu>

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and delete this copy from your system. Thank you.

<2012 Agreement for Use of SSC by 2012.06.12 v.final.pdf>
<Agreement for Use of Non-Profit Name.pdf>
<htodo.vcf>

Kathleen Cutshaw

From: Kathleen Cutshaw
Sent: Thursday, June 28, 2012 6:54 PM
To: 'Tiffany Kuraoka'
Subject: concert

Hi there. Just learned about this and am greatly concerned. Can you fill me in on what is going on, dates, commitments and who is leading this. Did Virginia approve this?

Kathy

Kathleen Cutshaw

From: Virginia Hinshaw
Sent: Thursday, June 28, 2012 9:56 PM
To: Kathleen Cutshaw
Subject: Re: Fwd: Benefit Concert

I didn't know earlier but I have learned about it. They have the appropriate permissions from city and county folks (Blaisdell apparently couldn't handle that date too) and have worked with Ryan on it. I think we should be using the facility - will see if they make money. Virginia

Virginia S. Hinshaw
Chancellor
University of Hawaii at Manoa
2500 Campus Road
Hawaii Hall 202
Honolulu, HI 96822
Tel: 808-956-7651
Fax: 808-956-4153
Email: vhinshaw@hawaii.edu

From: Kathleen Cutshaw
Sent: Thursday, June 28, 2012 07:04 PM
To: Virginia Hinshaw
Subject: Fwd: Benefit Concert

What the heck is this. Did you know?

Kathy

Begin forwarded message:

From: Howard Todo <htodo@hawaii.edu>
Date: June 28, 2012 6:03:01 PM HST
To: Kathleen Cutshaw <cutshaw@hawaii.edu>
Subject: Fwd: RE: Benefit Concert

Kathy, here's what I've gotten from Ryan.

Howard

----- Original Message -----

Subject: RE: Benefit Concert
Date: Wed, 27 Jun 2012 16:34:38 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, 'Rich Sheriff' (rsheriff@hawaii.edu)" <rsheriff@hawaii.edu>, "Darolyn H.

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Kathleen Cutshaw

From: James Nishimoto <jnish@hawaii.edu>
Sent: Thursday, June 28, 2012 10:13 PM
To: Kathleen Cutshaw
Subject: Re: Benefit Concert

Kathy

You may want to give Tom a heads up about Howard's concern/position and your plan/efforts to get a handle on the situation. Howard might casually mention his concerns to Tom at tomorrow's biennium budget meeting.

Nish

On Thu, Jun 28, 2012 at 6:42 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:
Got to figure out facts and brief chancellor. I have no clue at this point who is doing what. And with what authority.

K

Begin forwarded message:

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Date: June 28, 2012 6:25:57 PM HST
To: Kathleen Cutshaw <cutshaw@hawaii.edu<mailto:cutshaw@hawaii.edu>>
Subject: Re: Benefit Concert

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On Jun 28, 2012, at 6:03 PM, "Howard Todo"
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Kathy, here's what I've gotten from Ryan.

Howard

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Subject: RE: Benefit Concert

Date: Wed, 27 Jun 2012 16:34:38 -1000

From: Ryan Akamine

<<mailto:Ryan.Akamine@hawaii.edu><mailto:Ryan.Akamine@hawaii.edu>Ryan.Akamine@hawaii.edu<mailto:Ryan.Akamine@hawaii.edu>>

To: 'Howard Todo'

<<mailto:htodo@hawaii.edu><mailto:htodo@hawaii.edu>htodo@hawaii.edu<mailto:htodo@hawaii.edu>>

CC: 'Paul Kobayashi'

<<mailto:pyk@hawaii.edu><mailto:pyk@hawaii.edu>pyk@hawaii.edu<mailto:pyk@hawaii.edu>>, 'Jim Donovan'

<<mailto:jdonovan@hawaii.edu><mailto:jdonovan@hawaii.edu>jdonovan@hawaii.edu<mailto:jdonovan@hawaii.edu>>, 'Carl Clapp'

<<mailto:cclapp@hawaii.edu><mailto:cclapp@hawaii.edu>cclapp@hawaii.edu<mailto:cclapp@hawaii.edu>>,"

Rich Sheriff (<mailto:rsheriff@hawaii.edu>rsheriff@hawaii.edu<mailto:rsheriff@hawaii.edu>)"

<<mailto:rsheriff@hawaii.edu><mailto:rsheriff@hawaii.edu>rsheriff@hawaii.edu<mailto:rsheriff@hawaii.edu>>,"

Darolyn H. Lendio"

<<mailto:lendio@hawaii.edu><mailto:lendio@hawaii.edu>lendio@hawaii.edu<mailto:lendio@hawaii.edu>>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine

Associate General Counsel

Office of Vice-President for Legal Affairs
and University General Counsel

University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

(808) 956-2211 phone

(808) 956-2109 fax

ryan.akamine@hawaii.edu<mailto:ryan.akamine@hawaii.edu>

CONFIDENTIALITY NOTICE:

This E-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this E-mail or any attachment is prohibited. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

Kathleen Cutshaw

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>
Sent: Friday, June 29, 2012 9:01 AM
To: Kathleen Cutshaw
Subject: Fwd: Scan from a Xerox Phaser MFP
Attachments: Scan 001.pdf

Hi Kathy,

Attached is the agreement that states the \$200,000 figure. I will check with Carl and Rich to see if they have a signed copy. Please let me know if you have any other questions.

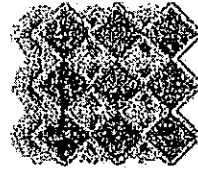
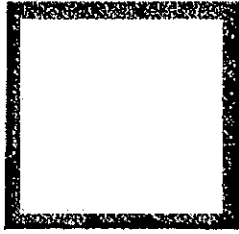
--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

----- Forwarded message -----

From: do_not_reply@hawaii.edu <do_not_reply@hawaii.edu>
Date: Fri, Jun 29, 2012 at 8:46 AM
Subject: Scan from a Xerox Phaser MFP
To: Tiffany <tkuraoka@hawaii.edu>

Please open the attached document. It was scanned and sent to you using a Xerox Phaser MFP. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.



ENGAGEMENT MEMORANDUM AGREEMENT

This AGREEMENT made this 16th day of April, 2012, by and between
 , whose address is
 for The Athletic Department of the University of
 Hawaii whose address is Athletic Department, University of Hawaii Lower
 Campus, Honolulu, Hawaii 96822 USA hereinafter referred to as
 "Company", and c/o , whose address is
 , in conjunction with
 ()
 , hereinafter referred to as the "Booking Agent".

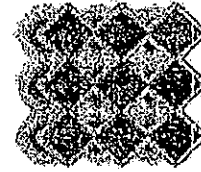
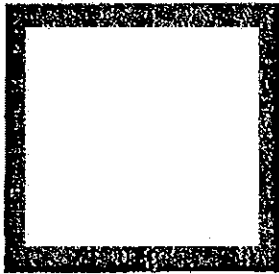
WHEREAS, Company engages the services of Booking Agent as the
 Booking Agent for a performance/s event scheduled for August 18, 2012
 at the Venue: Stan Sheriff Arena, University of Hawaii, Honolulu Hawaii,
 with a reserve on the nights of August 17/19 2012 hereinafter "The
 Event or Performance/s"; and

WHEREAS, Booking Agent to provide services as the Booking Agent for
 p.k.a. " " Event/Performance/s;

NOW, THEREFORE, it is agreed as follows:

1. Term: Company and Booking Agent to finalize the engagement points
 and date verbally agreed to by p.k.a. "
 " that shall commence upon signing of this Agreement and
 payment of the 'binder' for the Performance on August 18 2012 of
 US\$50,000.00 (US DOLLARS FIFTY THOUSAND) and continue through
 to wrap-up of The Event/Performance/s.

2. Services: Company shall provide all financing for The Event. Booking
 Agent shall arrange for artist's services for The Event/Performance/s, and
 Company shall provide funds to funds for those services by the
 Management contract.



3. Artists: As per Company request, Booking Agent is to secure
a.k.a.. " " for The
Event/Performance listed herein. As such, Booking Agent requires that
you remit a binder of FIFTY THOUSAND US Dollars (US\$50,000.00) for
pursuance of the Artist " ". Funds shall be transmitted
to an Escrow account via wire transfer as per the following instructions:

(YOUR COMPANY NAME/BINDER HOLDER)
(YOUR BANKING/BINDER HOLDERS FULL NAME AND ADDRESS)
(YOUR FULL ACCOUNT NUMBER/BINDER HOLDER)
(YOUR/BINDER HOLDERS SWIFT NUMBER)
(YOUR/BINDER HOLDERS IBAN NUMBER)

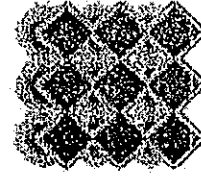
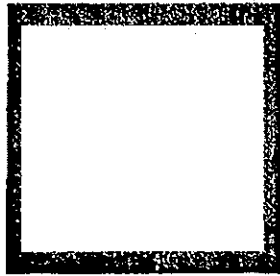
(a) Upon written acceptance of your offer, you will be issued a Contractual Agreement, in which upon signing a binder of 12.5% (\$50,000 US) of the total Artist fee shall be released to the Artist/Management. Once proof of transfer is received, the Management will release and forward the technical and hospitality requirements (rider) and promotional materials as requested.

(b) The rider will then be reviewed, finalized and agreed to by Company. The Company may announce the performance. The company will deposit the balance of the 50% (\$200,000 US) into Escrow for release to Artist Management.

(c) The Performance "binder" shall then be released to Booking Agents for booking fees/agency commission disbursements. Beneficiaries in this agreement for commissions are () and () to the sum of US\$40,000.00 (FORTY THOUSAND US DOLLARS) in total and () US\$10,000.00 (TENTHOUSAND US DOLLARS)

(d) Balance 50% (\$200,000) payable and due 2 weeks before the performance. Offer includes airfares r/t from USA not to exceed 17.

(e) These monies shall be deposited in an Escrow account created by Company in an accredited financial institution with the instructions thereto as directed by all parties to this agreement.



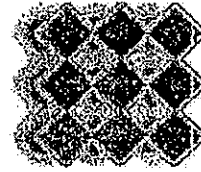
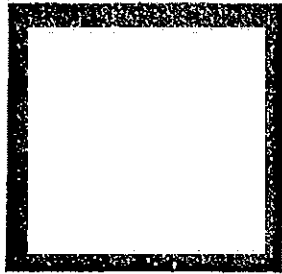
(f) If, at any point until the Performance is complete, all the funds deposited and/or dispersed shall be 100% refundable (minus Escrow fees) if the default is the responsibility of the Artist.

4. Notices: Any notice under this Agreement shall be in writing and shall be considered given when mailed by registered mail, return receipt requested, or by personal delivery, via messenger, or express mail delivery (with delivery confirmation) or facsimile to either party.

5. Entire Agreement; Amendments: This Agreement sets forth the major points between the parties and contains the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an Agreement in writing signed by the parties hereto.

6. Governing Law: This Agreement will be governed by the laws of the UNITED STATES OF AMERICA without regard to conflicts of laws principles.

7. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of HAWAII, UNITED STATES OF AMERICA



IN WITNESS WHEREOF, the parties enter this Agreement as of the date set forth above.

ATHLETIC DEPARTMENT
UNIVERSITY OF HAWAII

By: _____
Authorized Signatory/Date

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

Kathleen Cutshaw

From: Howard Todo <htodo@hawaii.edu>
Sent: Friday, June 29, 2012 9:38 AM
To: Kathleen Cutshaw
Subject: Fwd: concert
Attachments: Scan 001.pdf; htodo.vcf

Kathy, here's a copy of the signed contract which Paul emailed me.

Howard

AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its intent and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E T H

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices.
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenue, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY will use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations; blanket contractual liability; personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of 's indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of , its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist in producing a successful Event, agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of at the Event, for any reason whatsoever. represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :


28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: 
James J. Donovan III
for Director of Athletics

By: _____
President

Kathleen Cutshaw

From: Carl Clapp <cclapp@hawaii.edu>
Sent: Friday, June 29, 2012 11:27 AM
To: Kathleen Cutshaw
Subject: Re:

Kathy,

The Chancellor has been briefed. When you have a few minutes to discuss please call me at X6-4469 and I would be happy to share additional details with you.

Carl

On Thu, Jun 28, 2012 at 5:42 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:

Hi there

I have just heard about a concert athletics is putting on as a fund raiser. Can you enlighten me on any details. Has the chancellor been briefed.

Thanks

Kathy

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

Kathleen Cutshaw

From: Howard Todo <htodo@hawaii.edu>
Sent: Friday, June 29, 2012 1:55 PM
To: Kathleen Cutshaw
Subject: Fwd: Benefit Concert
Attachments: htodo.vcf

Kathy, see below. I asked for a copy but have been told it is client privileged. But since the client is you and Virginia signed it, a copy should be able to be obtained from the Chancellor's office or Athletics.

Howard

----- Original Message -----

Subject: Benefit Concert
Date: Fri, 29 Jun 2012 11:23:02 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: Howard Todo (htodo@hawaii.edu) <htodo@hawaii.edu>

Howard, we did get an LSR. It is signed by Carl Clapp for the department and by Chancellor Hinshaw on 05/06/12.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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Kathleen Cutshaw

From: Ryan Akamine
Sent: Friday, July 06, 2012 3:03 PM
To: Kathleen Cutshaw
Subject: Benefit Concert

FYI

Ryan M. Akamine
Associat  General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Thursday, July 05, 2012 1:44 PM
To: James J Donovan, III
Cc: Ryan Akamine; Carl Clapp
Subject: Fwd: Scanned AG Documnet

FYI

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From: _____
Date: Thu, Jul 5, 2012 10:39 am
Subject: Scanned AG Documnet
To: <rsheriff@hawaii.edu>

Rich ...

Told by insurance company the I will have the cancellation insurance in hand tomorrow.

Regards.

Kathleen Cutshaw

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>
Sent: Friday, July 06, 2012 3:43 PM
To: Kathleen Cutshaw
Subject: Re: concert

Hi Kathy,

Sorry I missed your call, I was with Paul and Sandy in the Steering Committee meeting. Yes, I will make sure that we do not process any further payments until the insurance rider has been executed.

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

On Fri, Jul 6, 2012 at 3:14 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:

> Hi Tiffany

>

> It is my understanding that the insurance rider has not been executed yet. Until this insurance issue has been finalized, you are not authorized to make any further payments to the promoter.

>

> I tried to give you (and Carl) a call but both of you are in meetings. Thus, the email.

>

> Thanks.

>

> Kathy

>

> Kathy Cutshaw

> Vice Chancellor for Administration, Finance & Operations University of

> Hawai'i at Manoa

> 2500 Campus Road

> Hawaii Hall 307

> Honolulu, HI 96822

> (808) 956-9190

>

>

Kathleen Cutshaw

From: Carl Clapp <cclapp@hawaii.edu>
Sent: Saturday, July 07, 2012 11:04 AM
To: Kathleen Cutshaw
Cc: Tiffany Kuraoka; Ryan Akamine; Howard Todo (htodo@hawaii.edu); Richard Sheriff
Subject: Re: concert

Kathy,

Just want to let you know I received your email and we will comply. I will let you know as soon as I have confirmation of the receipt of the documentation needed.

Mahalo,

Carl

On Fri, Jul 6, 2012 at 3:14 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:
Hi Tiffany

It is my understanding that the insurance rider has not been executed yet. Until this insurance issue has been finalized, you are not authorized to make any further payments to the promoter.

I tried to give you (and Carl) a call but both of you are in meetings. Thus, the email.

Thanks.

Kathy

Kathy Cutshaw
Vice Chancellor for Administration, Finance & Operations
University of Hawai'i at Manoa
2500 Campus Road
Hawaii Hall 307
Honolulu, HI 96822
(808) 956-9190

--
Carl R. Clapp
University of Hawai'i at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

KATHY CUTSHAW

UNIVERSITY OF HAWAII AT MĀNOA
POSITION DESCRIPTION

VICE CHANCELLOR FOR ADMINISTRATION,
FINANCE AND OPERATIONS

Position No.: 89354
Title of Position: Vice Chancellor for Administration, Finance and Operations
Reports to: Chancellor, University of Hawai'i at Mānoa
Position No. 89261
Campus: University of Hawai'i at Mānoa
Office: Office of the Chancellor

INTRODUCTION

The University of Hawai'i at Mānoa (UHM) is the premier institution of higher learning in the Pacific Basin and belongs to an international community of research universities. As the only research university of its kind in the State of Hawai'i, the University of Hawai'i at Mānoa plays an important role in providing Hawaiian, Asian, and Pacific perspectives to the higher education learning.

The University is committed to ensuring a positive and diverse learning environment that facilitates student academic success and promotes excellence in teaching, research, and service. The Vice Chancellor for Administration, Finance, and Operations (VCAFO) is a member of the Chancellor's executive leadership team and is charged with responsibility for directing the administrative operations and support services programs for the University and its satellite off-campus programs. Responsibilities include planning, direction-setting, coordination, and executive management of all administrative, financial, and physical plant operations of the University of Hawai'i at Mānoa. The Vice Chancellor is also an active supporter and proponent of the missions and goals of the University of Hawai'i and promotes the University's commitment to diversity and the indigenous people of Hawai'i.

Inherent in the Vice Chancellor's leadership role as a senior member of the Chancellor's team is the commitment and responsibility to ensure the advancement of the strategic plans of the University of Hawai'i at Mānoa as well as that of the University of Hawai'i system. While the Vice Chancellor is the executive staff representative for administration, finance, and operations, it is imperative that the overarching commitment be to the University of Hawai'i at Mānoa, the University of Hawai'i system, and academic excellence.

DUTIES AND RESPONSIBILITIES

Inherent in the Vice Chancellor's position is the responsibility for promoting the University's commitment to diversity, equity, and the indigenous people of Hawai'i. Given the unique character and location of the University of Hawai'i at Mānoa in the

Pacific region, the Vice Chancellor is expected to embrace the cultural values of the University's diverse constituencies; become readily knowledgeable about the islands, its people, and Hawaii's role in the international arena.

Plans, coordinates, and directs the administrative operations and support services programs for UHM and its satellite off-campus programs.

50%

- Provides executive leadership and direction through subordinate level program directors and administrators to ensure maintenance of infrastructure support to the Mānoa campus and its satellite off-campus programs.
- Develops and implements policies, procedures, reporting requirements, and compliance reviews.

Directs the administrative operations and support service programs that may include research support services, human resource management support services, financial management, budget preparation and administration, facilities operations, auxiliary services, capital improvements planning, ~~cashiering~~, facilities management, grounds management, campus security, environmental health and safety, transportation and parking services, food services, duplicating and mail services, administering long-range plans for the development of facilities to ensure that campus growth is consistent with the University's Master Plan and such other programs; e.g., bookstore operations, and support services that, while under the control of UHM, may be extended to other university systems.

45%

- Serves as the UHM representative on administrative and support services programs and operations.
- Advises the Chancellor and other senior executives on issues relating to UHM operations and support service programs, resources, campus development, etc.
- Serves on various executive committees to ensure that long-range program developments are integrated with the UH Master Plan and that infrastructure and external resources are available to support goals and objectives.
- Represents the Chancellor in negotiations with federal, state, other agencies, and system-wide offices on matters relating to UHM administrative matters such as reporting requirements, fiscal information system, human resource administration and information management, bond and capital financing, land acquisition, etc.

Performs other duties as may be assigned.

5%

IMMEDIATE SUBORDNATE POSITIONS

In accordance with the official organization chart.

NATURE AND EXTENT OF GUIDANCE AND DIRECTION RECEIVED

Work is performed under the executive direction of the Chancellor, University of Hawai'i at Mānoa, with wide latitude in the exercise of independent judgment and initiative to accomplish program goals as well as decision making under broad policy and general operational guidelines as set forth by the Board of Regents, President, and Chancellor.

NATURE AND EXTENT OF REVIEW OF WORK

Work is reviewed by the Chancellor on program results achieved.

DESCRIPTION OF CONTACTS AND OTHER DEPARTMENTS OR UNIVERSITY ORGANIZATIONS, OUTSIDE ORGANIZATIONS, AND THE GENERAL PUBLIC

Work involves considerable contact with senior executives, administrators, faculty and staff of the University system, Board of Regents members, legislators and their staffs, the general public, state, federal, other external agencies, and offices with system-wide responsibilities.

Minimum Qualification Requirements

- A Bachelor's degree in public administration, business administration, or other related field.
- Seven (7) years of professional work experience in directing the operations and support services of a large complex public institution, company, or government entity or a demonstrated record of comparable professional experience.
- Knowledge of the principles and practices of public administration, finance, personnel administration, and budgeting.
- Knowledge of facilities operations and management.
- Knowledge of organization and resource management.
- Ability to plan, organize, and direct large, complex, and diverse support organizations.
- Ability to establish and maintain effective working relationships with administrators, faculty, staff, legislators, state and federal officials, and the general public.

- Ability to communicate effectively with internal and external constituencies.

Desirable Qualification Requirements

- A Master's degree in public administration, business administration, or other related field.
- Experience as an administrator responsible for the direction and operations and support services of a large University that is accessed daily by 20,000 individuals.
- Knowledge of the programs, service support requirements, policies, and procedures associated with the day-to-day operations of a large university.

Date of Interview: July 31, 2012
Interviewee: Ryan Akamine
Fact-Finder Conducting Interview:

1. I, Ryan Akamine, was interviewed by _____ on Tuesday, July 31, 2012.
2. The interview was conducted at a conference room on the second floor of Bachman Hall at the University of Hawaii.
3. _____, an associate of _____, was present at the interview.
4. _____ explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled _____ benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. _____ advised me that he is an attorney in private practice with the law firm of _____. I understand that he is not representing the University as its attorney in this matter.
5. _____ disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.
6. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.
7. The University's prohibition against retaliation was also explained and I understand that I am prohibited from retaliating against any complaining employee, student or other witness who participates in this investigation.
8. I am an Associate General Counsel of the University of Hawaii. I have been employed by the University since 2004 and have held this position since then.
9. I report to Darolyn Lendio ("Lendio"), the Vice President for Legal Affairs and University General Counsel.
10. My job requires me to provide advice and counsel on legal matters. I do not implement, manage or perform contracts. I do not negotiate contracts. Negotiation of contracts is the client's responsibility; I document the terms of the negotiation.
11. No one reports to me. All legal department staff report to Lendio.

12. There are no written policies that apply to the General Counsel's office. As General Counsel, we know that our role is never to make a decision for our clients. The client makes the decision. We provide the client options, but do not make business decisions. Business decisions are handled by others who serve in an administrative capacity. As I understand it, this is the scope of my duties and responsibilities as Associate General Counsel. It is my understanding that my immediate supervisor, Darolyn Lendio ("Lendio"), views the scope of my duties and responsibilities in the same manner. The General Counsel's office advises and counsels clients on matters from a legal standpoint and nothing more.

13. In the past, when working on contractual matters for the UH Manoa Athletics Department, James Donovan ("Donovan") and Carl Clapp ("Clapp") would give me the business terms. I would provide the legal terms. I might comment on business terms, but only to confirm that the terms can be performed and carried out by the client. I do not change the business terms. I just confirm with my clients that the terms are correct and can be complied with. The essential terms of a contract are always provided by the client.

14. I am aware that there are policies that apply to the use of the Stan Sheriff Center (the "Center"). There is a hierarchy of groups who can use the Center.

15. Richard Sheriff ("Sheriff") and Donovan, in many instances, employ uses of the Center without consulting me. For example, I understand that New Hope Church has used the Center, but I have never seen any contract with New Hope Church. There have been other entities and individuals that have used the Center without my drafting a contract or agreement for their use.

16. There is a pre-printed contract form for the use of the Center, which is part of the Administrative Procedures of the University. This form was in place before I started. I would prepare longer agreements when the Center's uses started to change, such as the Toyota and Robotics events. I referred to University policies and risk management provisions in those contracts.

17. For the concert, I worked off of a prior Center use agreement form that I prepared for the Toyota and Robotics events.

18. I am never involved in the dispersal of funds process. The fiscal officers and financial department handle that.

19. I do not know about the procedures or processes for the dispersal of funds.

20. The Board of Regents policies state who is authorized to sign contracts and agreements. There is a delegation of authority from the Board of Regents to the President and another delegation from the President to the Chancellor. For some, there is a further delegation of authority from the Chancellor to the department head.

21. The process for determining who is authorized to sign contracts is determined by University policies.

22. Athletic fundraisers must comply with NCAA rules. Koa Anuenue usually is involved if money is being collected. Koa Anuenue is the UH Foundation's fundraising entity for the Athletics Department.

23. The concert was different from the typical fundraiser. The "benefit" aspect merely meant that the University would receive favorable terms on the rental agreement with the promoter. In a typical fundraiser, people would give money and get a receipt for their donation. In this case, people are buying tickets and the University receives a percentage of the ticket sales, but the percentage is part of the rental fee from the promoter.

24. I do not know if the University or athletic department dealt with (" ") prior to the discussions relating to the concert.

25. As I understand it, Sheriff brought the concept of the concert to the University. I asked Sheriff, "Who is ?" because I had never heard of him. Sheriff told me that was a well-known promoter. Sheriff wanted me to meet , but I declined. I told Sheriff that he would be negotiating the deal, so I did not have to meet .

26. I never met, nor spoke to . I sent limited emails to , usually at the direction of Sheriff.

27. I am not familiar with the entity . (" ").

28. I did not do anything to investigate , except look at the DCCA business name search website.

29. I do not know if Sheriff or anyone at the University did anything to investigate . I assume Sheriff did.

30. I did not task anyone to investigate . That was not my job.

31. I do not know if anyone was tasked with investigating . I presumed that Donovan and Sheriff made inquiries. I assumed that Sheriff would be the specific person to do the investigating because Sheriff brought the concert to Donovan.

32. I knew that Sheriff was communicating with and was communicating with Sheriff. I do not know if was communicating with anyone else at the athletic department or University.

33. I am not familiar with the entity called (" "). I did not investigate . I do not know if Sheriff or anyone at the University investigated . I did not task anyone to investigate .

34. I told Sheriff that the University cannot be a part of any third party agreement for the concert. The University could do a rental agreement. Sheriff asked if the University could be a promoter. I said probably not, since that was not what the University does, and Sheriff is not a promoter.

35. I am not familiar with the entity called (" "). I do not know anything about . I did not do anything to investigate , I do not know if Sheriff or anyone at the University investigated . I did not investigate .

36. I do not know who is.

37. I do not know who is.

38. I do not know who is.

39. I do not know how the University became involved in the concert deal. My sole contacts for the concert were Sheriff and Donovan. My primary contact was Sheriff. I sent some emails to Donovan, which included draft agreements. Sheriff would have been copied on those emails.

40. I do not know who at the University was contacted about the concert.

41. Sheriff was the first person who talked to me about the concert.

42. I am not familiar with the entity called .

43. I do not know who is.

44. It is my understanding that Sheriff or came up with the idea to make the concert a "benefit" for the Athletics Department.

45. My understanding of the deal was that was not putting on a concert to benefit the Athletics Department. was promoting the performance and wanted some of the proceeds to benefit the University. would allow part of his profits to go to the University to benefit the Athletics Department.

46. I do not know who decided on the dates for the concert, though it was Sheriff that provided me the dates that I put in the agreement.

47. I was not involved in the ticket sales.

48. No one in the General Counsel's office was involved in the concert announcement.

49. I was told that the promoter wanted to use the University's name and logos for the concert. I prepared an agreement in accordance with the Attorney General's office requirement, pursuant to statute, but later was provided a form from the Attorney General's office for consenting to such uses.

50. On June 25, 2012, I sent VP and CFO Howard Todo ("Todo") an email regarding the initial payment because I was told there was a short window for the payment. I may have sent this email in response to a request from Clapp.

51. To my knowledge, there have been no "benefit" concerts at the Center. As I stated earlier, the concert was not really a benefit concert, but a rental with favorable terms. The Center has held benefit events, like food and beer and wine tasting.

52. As I understand it, it was Donovan's decision to approve the concert at the Center. If University entities want to use the Center they can go straight to Sheriff or Donovan. Teri Chang ("Chang") is Sheriff's supervisor so she might also sign off on events, but Donovan would ultimately be involved. If I am involved in an event approved by Donovan, I would suggest to Donovan that he touch bases with the Chancellor, since the Chancellor is head of the campus.

53. I do not know if Sheriff or Donovan consulted the Chancellor for the concert. I did not speak to the Chancellor about the concert. I assumed that Sheriff and Donovan were in contact with the Chancellor because a Legal Services Request (LSR) related to the concert was initiated by the Athletics Department and signed by the Chancellor.

54. I do not know if the Chancellor was consulted regarding the MMA/K-1 martial arts event held at the Center.

55. showed me an email from Sheriff to Donovan on March 19, 2012. Exhibit A. Sheriff did not contact me about the concert at that time. Sheriff first contacted me around May 1, 2012, to help with a PRU issue related to a concert at the Center. I previously worked on the contracts for the Lakers, Toyota, K-1 and Robotics events. I was not involved in the contracts for the other events listed in the email. All business and financial terms of the contracts were left to Sheriff to decide. Sheriff decides how to staff each event. I was not aware of the MOU between the University and the City concerning commercial events at the Center. I became involved with what turned out to be the concert around May 1, 2012. That was when Sheriff asked me about the MOU. I told him that I was not aware of it. Sheriff asked for help with the PRU.

56. showed me an email string from June 25 through 27, 2012. Exhibit B. Todo asked me about the statutory disclosures raised in my email. I emailed Todo that the statutory disclosures related to the annual financial filing for the University and compliance with the commercial co-venturer statute.

57. There was a University executive policy allowing the Athletics Department to make discretionary payments. The policy was on the University's administrative procedures information system website.

58. I gave a redlined copy of the rental agreement between the first and last versions. Exhibit C. On page 4, paragraph 3, the dates were dictated to me from Sheriff. I added certain "dummy" business terms in the initial draft and Sheriff gave me his changes to those terms.

59. On page 4, paragraph 4, Donovan wanted a 10% amount inserted there. Usually there is a user fee, but Donovan wanted an event fee. I got this information from Donovan or from Donovan through Sheriff. I know that Donovan told Sheriff that he could pursue this project. Sheriff would not be able to pursue it without Donovan's approval.

60. On page 4, paragraph 5A, this concept was Sheriff's idea. In Sheriff's mind this was a University event and if it was characterized as a fundraiser then NBC would agree to the use. This concept was in line with how Sheriff and [redacted] wanted to handle the ticket sales.

[redacted] told Sheriff that he wanted to sell tickets to the University community first. I told Sheriff that there were ethics issues with selling to employees, but the University could sell to donors, such as the Koa Anuenue group, who were not University employees. I suggested that they sell through the fundraiser organization, Koa Anuenue, though apparently Sheriff had already contacted Koa Anuenue without my knowledge. I was not aware that presale tickets were offered to the corporate sponsors and the season ticket holders. I do not know how the corporate sponsors or season ticket holders got involved.

61. On page 4, paragraph 5B, Sheriff came up with the \$225,000 amount.

62. On page 8, paragraph 10, there is a requirement to obtain insurance before selling the presale tickets. I told Sheriff that there needs to be some protection if the University pays out money. Sheriff said that [redacted] could provide us non-performance insurance so I added that to the agreement. Sheriff told me to add the language that the insurance be obtained prior to the sale of presale of tickets. Sheriff was clear that he wanted the insurance earlier, before the sale of presale tickets, and not just before regular ticket sales.

63. The University's payment of money towards the performer was Sheriff's idea.

64. I do not know where the \$200,000 amount for the wire transfer came from because the contract refers to an amount of \$225,000.

65. [redacted] showed me an email from Sheriff to [redacted] on May 2, 2012. Exhibit D. In the email, on the top of the page, I told Sheriff that I thought he was going beyond his role. It appeared that Sheriff was representing himself as more than he should; like he was speaking for the entire University and not just as the Center manager.

66. [redacted] showed me an email from Donovan to Sheriff sent on May 3, 2012. Exhibit E. Donovan copied me on the email and stated that he was fine with Sheriff working with me on the [redacted] concert managed by [redacted] to benefit Athletics. At first Sheriff did not tell me who the performer was. Sheriff told me it was [redacted] after talking to me about the concert concept for a few days. In Sheriff's prior email to [redacted], Sheriff did not mention [redacted]. Sheriff said that he did not want to disclose the name of the performer too early.

67. [redacted] showed me an email from Sheriff to me sent on May 7, 2012, with a first draft of the contract. Exhibit F. In this email Sheriff appears to be putting himself out to be a promoter. Sheriff said here are "some points that the University and [redacted] would like to see in the first draft of the benefit concert contract." Sheriff appeared to hold himself out as speaking for the University or athletic department. I believe either Sheriff or [redacted] or both prepared the attached Event Management Agreement. I did not prepare that document.

68. [redacted] showed me an email from me to Sheriff and Donovan sent on May 9, 2012. Exhibit G. The attached Event Management Agreement was sent to me by Sheriff. I told Sheriff and Donovan that by statute, the University cannot indemnify a third party. The

University is not a promoter and the University cannot be a concert producer. I thought this should just be a rental of the Center and I spoke to Sheriff about that. The phone numbers on the Event Management Agreement are Sheriff's cell and office numbers. I did not put those phone numbers in the document.

69. _____ showed me an email from Sheriff to Donovan sent on May 10, 2012. Exhibit H. I was copied on this email as well as Jeannie Lee. Attached to the email are "Letter of Agreement/Contract talking points" and a draft letter from Donovan to _____. I did not prepare these documents. The "Letter of Agreement/Contract talking points" states that "UHAD will allow _____ to draw funds from presale tickets to make \$200,000 down payment to entertainer before tickets go on sale to public." I believe Sheriff drafted these documents. I commented on the "Letter of Agreement/Contract talking points." I did not comment on the draft letter of intent that Sheriff prepared for Donovan's signature.

70. _____ showed me an email to Sheriff from me sent on May 10, 2012. Exhibit I. I was out of the office on this day so I could not see the document that Sheriff sent to me. I told Sheriff that the University cannot indemnify _____ or _____, and if _____ requires an indemnity, it would be a deal breaker. Sheriff told me that _____ would insure and indemnify the University.

71. _____ showed me a signed letter from Donovan to _____ dated May 10, 2012. Exhibit J. I do not know why Donovan crossed out "_____" and wrote "_____" As I stated before, I do not get involved in contract negotiations. My job is to prepare the agreement itself, not administer and manage it.

72. _____ showed me an email from me to Sheriff sent on May 11, 2012. Exhibit K. Attached to the email is a redline showing my comments to the "Letter of Agreement/Contract to follow" talking points. My comments were only with respect to legal issues of liability and the rental fee amount, to ensure that Sheriff gets at least the same minimum rental fee obtained for past events.

73. _____ showed me an email from me to Donovan and Sheriff sent on May 24, 2012. Exhibit L. This is the first draft of the agreement. The paragraph above paragraph 11 on page 7 is new. This was a new provision that I added as a protection for the University: "Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawaii and the State of Hawaii[,] its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawaii and the State of Hawaii as additional insureds."

74. _____ showed me an email from Sheriff to me sent on May 30, 2012. Exhibit M. Sheriff kept pushing me to get the contract done. I did not email _____ during this time.

75. [redacted] showed me an email from me to Sheriff sent on May 30, 2012. Exhibit N. I was working on a draft of the agreement. I inserted dummy business terms and asked Sheriff and Donovan to provide actual numbers and terms.

76. [redacted] showed me an email from Sheriff to me sent on June 6, 2012. Exhibit O. Sheriff kept pushing me to finish the contract. I told him that I cannot finish the contract until he gives me all the terms. Sheriff stated that he had "a thought that [redacted] must have his non-performance insurance in place prior to any money being paid out for entertainers deposit." A similar requirement for the insurance was already in the contract.

77. [redacted] showed me an email from me to Donovan and Sheriff sent on June 6, 2012. Exhibit P. Attached to the email is version 5 of the agreement. I revised the agreement to change the fee structure to 10% of gross sales or 75% net after expenses after discussing this with Donovan. Donovan dictated these numbers and the minimum amounts he needed to make the agreement acceptable. The contract referenced a one night event, but Sheriff kept mentioning an additional night. I told him that he needed to get me the information if he wanted to add another night.

78. [redacted] showed me an email from me to Sheriff sent on June 7, 2012. Exhibit Q. The email shows comments from [redacted] that Sheriff forwarded to me. I do not know if Donovan was in direct discussions with [redacted]. Sheriff gave me all the terms for the contract, except for the 10% and 75% fee structure which came from Donovan. This email shows my comments to Sheriff about [redacted]'s comments. This is reflective of the nature of my involvement. I commented on legal issues and Donovan and Sheriff provided the business terms and requirements. I told Sheriff that the catering [redacted] wanted might not be possible because from a legal standpoint it may cause the University to breach its existing catering agreement.

79. [redacted] showed me an email from me to Sheriff sent on June 12, 2012. Exhibit R. Attached to the email is version 7 of the agreement. There were ethics issues concerning the sale of presale tickets to University employees. I copied Donovan because he was out of town. I removed references to ticket sales to affiliated groups that could include State employees because offering presale tickets to State employees could be a potential ethics violation.

80. [redacted] showed me an email from me to Sheriff sent on June 14, 2012. Exhibit S. Sheriff told me to send the contract to [redacted], Donovan and Clapp. I did this in the bottom email on page one. I stated that section 5 needed to be changed because [redacted] wanted tickets to be offered to donors, and this is why I added Koa Anuenue, the fundraising group. I removed the alumni association and other booster groups. I just referenced Koa Anuenue because this was an Athletics fundraiser, which meant that it had to go through Koa Anuenue, the Athletics Department fundraising group.

81. [redacted] showed me an email from Greenwood to Todo sent on July 2, 2012. Exhibit T. Chancellor Hinshaw emailed Greenwood and stated that I was involved in every step. It overstates my involvement to say that I was involved in every step. Actually, Hinshaw knew that I did not implement, administer or manage contracts and agreements.

82. [redacted] showed me an email from me to [redacted] and Donovan sent on June 26, 2012. Exhibit U. Attached to the email is a Consent Agreement Between University of Hawaii and [redacted] that I prepared. Na Koa, the UH Foundation football booster entity, received a letter from the Attorney General's office. Athletics asked me to meet with Na Koa and UH Foundation. I do not represent the UH Foundation. After the meeting, someone from the UH Foundation brought up the [redacted] concert. Joy Watanabe of the UH Foundation mentioned that if the promoter of the concert uses the University's name and logo, then a consent form must be filed with the Attorney General's office. I reviewed the statute and prepared the consent agreement. Later, I obtained a preprinted consent form from the Attorney General's office. I told Sheriff to use the preprinted form and not the consent agreement I prepared.

83. [redacted] showed me an email from me to Sheriff sent on June 29, 2012. Exhibit V. The bottom email sent on June 29, 2012, was prompted because Todo was in my office with a copy of the [redacted] Engagement Memorandum and Facility Contract. Todo did not know the details about the concert and was trying to figure out if the two agreements he had were compatible. I looked at the [redacted] Engagement Memorandum, which I knew should not have been signed by anyone at the University. I emailed Donovan, Clapp and Sheriff to make sure that no one signed that agreement. Todo asked me about the insurance policies mentioned in the Facility Contract, and why \$200,000 would have been wired instead of the \$225,000 referenced in the Facility Contract. I told Todo that I did not know why \$200,000 would be wired instead of \$225,000. I also emailed Sheriff to inquire if he obtained the insurance policies that was supposed to be provided by [redacted] prior to the sale of presale tickets. Sheriff emailed me four minutes later that he just spoke to [redacted] and [redacted] is working on the insurance.

84. [redacted] showed me an email from me to Kathleen Cutshaw ("Cutshaw") sent on July 6, 2012. Exhibit W. Cutshaw called me asking what was going on. I forwarded the latest emails between June 29 and July 6 to her. Sheriff knew he was supposed to get the non-performance insurance before the sale of presale tickets, and I reminded him. Clapp was usually good about following up with the provisions of Athletic Department agreements. It is not my role to administer and manage the Athletic Department's contracts and agreements. That role is served by persons who are the department administrators. I am not an Athletics Department administrator.

85. [redacted] showed me an email from me to Lendio sent on July 9, 2012. Exhibit X. This was an FYI that I spoke to Cutshaw. I stated in the email to Lendio that Cutshaw said there is nothing I can do if the client does not follow my advice of getting the insurance prior to presale ticket sales. In the email on page 2, I wrote that I told Sheriff that the liability insurance finally provided by [redacted] did not comply with the contract provisions. I told Cutshaw that the conditions in the rental contract were not being fulfilled.

86. [redacted] showed me an email from me to Sheriff on July 10, 2012. Exhibit Y. In the email I stated that [redacted] said he gave Sheriff a copy of his contract with [redacted]. I asked Sheriff for a copy. I did not talk to [redacted] about his contract with [redacted]. Lendio spoke to [redacted] on July 10, 2012, and she told me to follow up with Sheriff. Greenwood had instructed Lendio to call [redacted] to tell him that he was in breach of the contract with the University.

87. To my knowledge, there are no University policies and procedures that specifically say who is responsible for carrying out the terms and conditions of contracts and agreements. The Job descriptions state what employees are required to do, and whether their job includes implementing, managing and administering. The duty of attorneys in the General Counsel's office is to prepare and review contracts and agreements, but not to implement, manage, or administer contracts and agreements.

88. The Center manager has a lot of duties and obligations. It would seem that a person in that position needs to be sophisticated, trustworthy and diligent, as that person needs to negotiate, implement and manage the contracts and agreements pertaining to the Center.

89. I did not stand to receive any benefit from the concert going forward.

90. I do not know if there is a relationship between _____ and Sheriff other than the relationship as a result of the _____ concert.

91. _____ asked if there was anything else I would like to add. I stated that I did not have anything further to add.

The foregoing is a true and accurate summary of my statement to the fact-finder.

Ryan Akamine
RYAN AKAMINE

08/21/2012
Date



Potential Concert and the City & County MOU for the Stan Sheriff Center

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, March 19, 2012 12:33 PM

To: James J Donovan III [jdonovan@hawaii.edu]

Jim,

I was contacted by _____ about hosting a _____ concert (confidential) at the end of July or beginning of August. Let me know what you think about hosting this event.

I would also like to contact Ryan Akamine to see if he has any knowledge of the MOU that the Mayor and his staff spoke of. With your permission, I would like to pursue the following changes to that MOU.

The University of Hawai'i Athletic Department - Stan Sheriff Center will be allowed to host up to four (4) commercial events per year without prior approval from the City & County Department of Planning and Permitting. A traffic mitigation plan for these events will be held on file by DPP. (The four commercial events will not include any HHSAA State Championships, Honolulu Police Department Dare Days, Los Angeles Laker Training Camps and Exhibition Games, Western Region High School Robotics Competition, High School Graduations, New Hope Christian Fellowship Services, other non profit events and/or any event mandated by the Governor Office or UH Administration that are not of a commercial nature like the 1998 Miss Universe Pageant, 2012 Event.) The UH Athletics department will be allowed to carry over unused event waivers from year to year.

Let me know if you are comfortable pursuing the above mentioned changes and if there is anything you would like to add or delete.

Rich

--

EXHIBIT A

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

RE:

Benefit Concert

Subject: RE: Benefit Concert
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
Date: 6/27/2012 4:34 PM
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, "Rich Sheriff (rsheff@hawaii.edu)" <rsheff@hawaii.edu>, "Darolyn H. Lendio" <lendio@hawaii.edu>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Monday, June 25, 2012 2:29 PM
To: Howard Todo
Cc: Paul Kobayashi; 'Jim Donovan'; 'Carl Clapp'; Darolyn H. Lendio
Subject: RE: Benefit Concert

Howard,

The first, I believe, relates to your annual filing for UH. If you need a copy of the SSC use agreement, let me know. You can get the resulting financials for the concert from Tiff. The second disclosure is a form that was brought to our attention by the UHF. It needs to be signed by the promoter and UH:

§ 467B-5.5. Commercial co-venturer's charitable sales promotions.

(a) All charitable sales promotions by a commercial co-venturer shall disclose the name of the commercial co-venturer.

(b) Prior to the commencement of any charitable sales promotion in this state conducted by a commercial co-venturer using the name of a charitable organization, the commercial co-venturer shall obtain the written consent of the charitable organization whose name will be used during the charitable sales promotion. The commercial co-venturer shall file a copy of the written consent with the department not less than ten days prior to the commencement of the charitable sales promotion within this state. An authorized representative of the charitable organization and the commercial co-venturer shall sign the written consent, and the terms of the written consent shall include the following:

(1) The goods or services to be offered to the public;

(2) The geographic area where, and the starting and final date when, the offering is to be made;

(3) The manner in which the name of the charitable organization is to be used, including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization;

(4) A provision for a final accounting on a per unit basis to be given by the commercial co-venturer to the charitable organization and the date when it is to be made; and

(5) The date when and the manner in which the benefit is to be conferred on the charitable organization.

(c) A final accounting for each charitable sales promotion shall be prepared by the commercial co-venturer following the completion of the promotion. A copy of the final accounting shall be provided to the attorney general not more than twenty days after the copy is requested by the attorney general. A copy of the final accounting shall be provided to the charitable organization not more than twenty days after the copy is requested by the charitable organization. The final accounting shall be kept by the commercial co-venturer for a period of three years, unless the commercial co-venturer and the charitable organization mutually agree that the accounting should be kept by the charitable organization instead of the commercial co-venturer.

HISTORY: L 1993, c 206, pt of § 1; am L 2004, c 93, § 6; am L 2008, c 174, § 5, effective July 1, 2008.

That's all I know of right now.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs

RE: Benefit Concert.

and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Howard Todo [<mailto:htodo@hawaii.edu>]
Sent: Monday, June 25, 2012 2:14 PM
To: Ryan Akamine
Cc: Paul Kobayashi; 'Jim Donovan'; 'Carl Clapp'; Darolyn H. Lendio
Subject: Re: Benefit Concert

Ryan, what are the required statutory disclosures, and who is handling those?

Howard

On 6/25/2012 2:08 PM, Paul Kobayashi wrote:

Aloha Ryan,
Thank you for the notification. We are working Carl and Tiffany towards making the initial deposit and payment. Please call me if you have any additional comments or questions.
Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Ryan Akamine [<mailto:Ryan.Akamine@hawaii.edu>]
Sent: Monday, June 25, 2012 1:47 PM
To: Howard Todo (htodo@hawaii.edu); Paul Kobayashi
Cc: Jim Donovan; Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio
Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl

RE:

Benefit Concert

Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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—Attachments:—

2012 Agreement for Use of SSC by	2012.06.12 v.final.pdf	69.5 KB
Agreement for Use of Non-Profit Name.pdf		10.6 KB



AGREEMENT BETWEEN
UNIVERSITY OF HAWAI'I AT MANOA
AND AN ENTERTAINMENT
CORPORATION,
FOR THE USE OF STAN SHERIFF CENTER

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This Agreement, dated ~~May 29~~ June 12, 2012, is by and between the UNIVERSITY OF HAWAI'I AT MANOA ("UNIVERSITY") and AN ENTERTAINMENT CORPORATION (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its offer ~~intent~~ and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E I T H

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area

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AGREEMENT BETWEEN UNIVERSITY OF HAWAI'I AT MANOA
AND
AN ENTERTAINMENT CORPORATION,
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 9, 10 THROUGH 11, 12, 2012.
Page 1 of 13

- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices
- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, 's access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by , for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with 's use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with 's use of the SSC.

shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

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AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND
AN ENTERTAINMENT CORPORATION,
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 9th THROUGH 11th, 2012
Page 2 of 13

2. Use by _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

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3. Dates and Periods of Use. 's use of the SSC for its Event shall be on Thursday, August 9~~16~~, 2012, Friday, August 10~~17~~, 2012 and Saturday, August 11~~18~~, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than ~~July~~August 1, 2012. shall have access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC ~~on all Event days~~ from 7:00 a.m. during the periods of use.

4. User Event Fee. ~~There shall be no User Fee charged to -by the / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY, however, and shall donate~~ agree to a rent fee in the UNIVERSITY \$150,000 amount of 10% of the gross revenues from ticket sales or fifty percent 75% of the net revenue for the Event after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the for purchase by and through UNIVERSITY's students and employees athletics fundraising organization, Ahahui Koa Anuenue, on or about June 18, 2012.

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B. Revenues from Pre-Sale Tickets in an ~~the amount not to exceed \$200 of \$225,000.00~~ may be utilized by _____ to reserve and secure the talents and services of _____, the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by _____ to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY ~~shall~~ will use its best efforts to help _____ promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. _____ shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

B-C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ~~thirty (30)~~ ten (10) days of receipt of

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said statement, shall make its payment for expenses and fees to the UNIVERSITY. ~~Within thirty (30) days of receipt of said statement, shall also make and its donation payment to of the UNIVERSITY rent fee.~~

8. Disclaimer. acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law,

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of , or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND
AN ENTERTAINMENT CORPORATION;
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 9¹⁶ THROUGH 4¹⁸, 2012
Page 6 of 13

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A. shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. , during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of 's indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the -day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30

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AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND
AN ENTERTAINMENT CORPORATION,
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 8¹⁶ THROUGH 11¹⁸, 2012,
Page 7 of 13

days written notice has been given to the University of Hawai'i.

2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding

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being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

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16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither , its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

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21. Damage to Premises. agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If breaches this condition, UNIVERSITY is expressly authorized by to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of . Repairs by shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any

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AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND
LAN ENTERTAINMENT CORPORATION,
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 9¹⁶ THROUGH 44¹⁸, 2012.
Page 11 of 13

disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Athletic-Director of Athletics
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

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AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND
LAN-ENTERTAINMENT CORPORATION,
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 9th 2016 THROUGH 11th 2012.
Page 12 of 13

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

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AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND
AN ENTERTAINMENT CORPORATION,
FOR THE USE OF
STAN SHERIFF CENTER AUGUST 9TH THROUGH 11TH, 2012.
Page 13 of 13



Ryan Akamine

From: Ryan Akamine
Sent: Wednesday, May 02, 2012 3:14 PM
To: 'rsheriff@hawaii.edu'
Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Whoa. Rich, that went beyond what I thought you'd say.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Wednesday, May 02, 2012 12:41 PM
To:
Cc: Ryan Akamine
Subject: Benefit Concert for UH Athletics August 11, 2012

Thank you for our conversation today. As I have told you on the phone, the University of Hawaii Athletics Department has been approached by a local promoter who hosts a benefit concert for the Athletic Department at the Stan Sheriff Center. This will be a 100% profit after expenses benefit to the UH Athletics Department. The show date would be Saturday August 11, 2012. It is my understanding that the NBC is pursuing a different show for this date. The entertainer is a prominent mainland act. This will be a great opportunity for the UHAD to help towards balancing our budget.

Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Re: Benefit Concert for UH Athletics August 11, 2012

Jim Donovan [jdonovan@hawaii.edu]

Sent: Thursday, May 03, 2012 6:40 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: ryan.akamine@hawaii.edu

Rich:

I'm fine with you working with Ryan on a athletics.

concert managed by Bob Peyton to benefit UH

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

On May 3, 2012, at 9:00 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Jim,
I went to NBC to ask permission for UH to host the benefit concert. Below is the approval from . At this point are you OK with Ryan and I trying to formulate an agreement (per your review) with to host this event?

is very nervous that the group will book a deal in the mainland if we don't get something going soon.

I would like to have a draft already in the works for your review when you return from the mainland.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:

Date: Wed, May 2, 2012 4:35 pm

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard: You have our permission to proceed with the benefit booking

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 3:21 PM

To:

EXHIBIT E

University-674

Subject: Re: Benefit Concert for UH Athletics August 11, 2012.

Thank you for your assistance!

Rich

On Wed, May 2, 2012 at 2:56 PM,

Richard, I will get back to you by tomorrow

wrote:

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 1:08 PM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

We do not have any other events on lower campus on that date.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Wed, May 2, 2012 12:50 pm

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard: Is there any other sport activity that day?

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 12:42 PM

To:

Cc: Ryan M. Akamine

Subject: Benefit Concert for UH Athletics August 11, 2012

Thank you for our conversation today. As I have told you on the phone, the University of Hawaii Athletics Department has been approached by a local promoter who hosts a benefit concert for the Athletic Department at the Stan Sheriff Center. This will be a 100% profit after expenses benefit to the UH Athletics Department. The show date would be Saturday August 11, 2012. It is my understanding that the NBC is pursuing a different show for this date. The entertainer is a prominent mainland act. This will be a great opportunity for the UHAD to help towards balancing our budget.

Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Ryan Akamine

From: Richard Sheriff [rsheriff@hawaii.edu]
Sent: Monday, May 07, 2012 12:04 PM
To: Ryan Akamine
Subject: Benefit Concert.
Attachments: Event Management Contract UH- .doc

Ryan

Attached are some points that the University and I would like to see in the first draft of the benefit concert contract. Let me know what you think.

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

EVENT MANAGEMENT AGREEMENT

This agreement for the event management services described below made this day, May 4, 2012 between The Athletic Department of the University of Hawaii (hereinafter called the Producer) and independent contractor, _____, a Hawaii corporation (hereinafter called _____)

The Producer hereby engages _____ to perform Event Management Services (hereinafter called Services), as delineated in Sections 10 of this agreement for the hereby-outlined project:

1. Name of the Project: _____ Benefit Concert (BC);
2. Site of the Project: Stan Sheriff Center Multi-Use Arena;
3. Address of Project: University of Hawaii, Honolulu, Hawaii 96822
4. Date of the Project: Saturday August 11, 2012;
5. Type of Project: Benefit Concert for UH Athletics open to the public;
6. Event Management Services to be rendered by _____ : As delineated in Sec 10;
7. Fee agreed upon: \$22,500.00 (US)

Method of Payment

Cash, Cashier's Check, Local Business Check, or Wire Transfer.

DEPOSIT: \$7,500 (US) due with signed _____ Contract

BALANCE: Payable to _____ . In 3 equally spaced intervals, with any balance due settled 10 working days after the event.

8. INDEPENDENT CONTRACTOR: _____ acknowledges that they shall perform their obligations hereunder as independent contractors and NOT AS EMPLOYEES of the Producer. _____ further acknowledges that they are not on the Producer's payroll / Social Security / or tax withholding rolls.

9. THIS CONTRACT constitutes the sole, complete, and binding agreement between the Producer and _____

10. _____ . will, at the consent and direction of the Producer:

GENERATE a practical budget and adhere to it. (See Budget Addendum herewith attached);

Any budgets hereunder generated are _____'s professional estimate; unseen factors may cause the budget to change. The Producer will forward the artist "binder" (\$50,000.00) to a designated artist agent escrow account. This binder is 100% refundable should performer not execute the Artist contract. A binder fee of 10,000 will be paid from ticket revenue to _____. After the binder is paid the balance due to the artist is \$400,000? .

Upon sending the binder the Producer may announce the benefit to the members of Booster Clubs for VIP reservations and a possible pre / or post concert reception. _____ will use its best offices to provide _____ attendance at the event. The producer will be allowed to pre-sell tickets to the University staff, booster clubs and all season ticket holders.

Artist first deposit can be made from advance sales. Upon payment of the 1st artist deposit (\$225,000) the Producer may go on sale to the general public.

COORDINATE venue event services; to include, but not limited to: staging, sound, lights, ushers, ticket takers, configuration, house technicians, incidental rentals, box office (at the request of the Producer). Producer will use existing equipment (stage) and anything that will allow producer to keep expenses to a minimum

LAISON with _____ : to include venue use, rehearsal, technical needs, show transportation, required refreshments, etc.;

COORDINATE: required venue security, required liability and non-performance insurance;

EXECUTE: an effective advertising / Public Relations campaign within the delineated budget constraints, to include Radio, TV, Cable, print interviews, poster/flyer (and their distribution), Press Releases, Social Media and special appearances.

ONCE the event goes on sale to the general public, and there are adequate funds in the box office, the Producer shall allow _____, through an agreed system of Purchase Orders with accompanying vendor Invoices to have access to the box office for required deposits. These Purchase Order shall assigned line item numbers reflected in the attached budget.

_____ shall procure, as a budget expense item, a non-performance insurance policy covering all expenses and projected profits, should there be an artist cancellation at no fault of the Producer.

GOOD COUNSEL: _____ will be available for consultation and Implementation of off site project related services like Hotel, Freight and such other

services as mutually agreed, at the direction and expense of the Producer. Producer will be allowed to use established trade (hotel, airline) agreements when ever possible to help reduce over all expense.

IN CASE OF DEFAULT BY PRODUCER: Liquid damages of the Production will be plus reasonable attorneys fees and court costs. It is agreed that the Judicial Venue will be Honolulu, Hawaii. Producer hereby indemnifies of any and all liability in its management of this project while working as directed by the Producer.

15. PRODUCER'S REPRESENTATIVE: is hereby sanctioned to act as the Producer's representative in this project. This representation will be done at the advice and consent of the Producer. Producer shall generate a letter designating as its representative in this benefit promotion.

ALL FINANCIAL OBLIGATIONS OF THIS PROJECT ARE THE RESPONSIBILITY OF THE PRODUCER.

for the Athletic Department
University of Hawaii
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579



RE: BC

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Wednesday, May 09, 2012 5:39 PM

To: Richard Sheriff [rsheriff@hawaii.edu]; James J. Donovan III [jdonovan@hawaii.edu]

Cc: Darlyn H. Lendro

Attachments: Event Management Contract - 1.doc (44KB)

Rich and Jim,

There's an indemnity request in the attached, which we can't do. Also, if we are able to produce the event, there are issue of unrelated business taxable income. I'll continue to work on this.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 09, 2012 4:42 PM

To: James J. Donovan III; Ryan Akamine

Subject: BC

FYI

----- Forwarded message -----

From: <productions@aol.com>

Date: Wed, May 9, 2012 at 3:27 PM

Subject: Re: (no subject)

To: rsheriff@hawaii.edu

Rich ...

Need contract ASAP ...

Just got a call from Management/agent ... we need to finalize this week or we will lose it.

Thanks,

In a message dated 5/8/2012 11:11:05 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes, I think we are looking at your group putting up the binder fee. UH Legal Counsel is working on the contract.

Rich

On Sat, May 5, 2012 at 11:20 PM, <productions@aol.com> wrote:
Rich ...

Just to clarify one thing ...

Do you propose that the Booster Club come up with the 50k binder ...

or

My people come up with the 50k for a 10k service fee ?

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

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1. Name of the Project: Benefit Concert (BC);
2. Site of the Project: Stan Sheriff Center Multi-Use Arena;
3. Address of Project: University of Hawaii, Honolulu, Hawaii 96822
4. Date of the Project: Saturday August 11, 2012;
5. Type of Project: Benefit Concert for UH Athletics open to the public;
6. Event Management Services to be rendered by _____ : As delineated in Sec 10;
7. Fee agreed upon: \$22,500.00 (US)

Method of Payment

Cash, Cashier's Check, Local Business Check, or Wire Transfer.

DEPOSIT: \$7,500 (US) due with signed Stevie Wonder Contract

BALANCE: Payable to _____ . In 3 equally spaced intervals, with any balance due settled 10 working days after the event.

8. INDEPENDENT CONTRACTOR: _____ acknowledges that they shall perform their obligations hereunder as independent contractors and NOT AS EMPLOYEES of the Producer. _____ further acknowledges that they are not on the Producer's payroll / Social Security / or tax withholding rolls.

9. THIS CONTRACT constitutes the sole, complete, and binding agreement between the Producer and _____

10. _____ will, at the consent and direction of the Producer:

GENERATE a practical budget and adhere to it. (See Budget Addendum herewith attached);

Any budgets hereunder generated are _____'s professional estimate; unseen factors may cause the budget to change. The Producer will forward the artist "binder" (\$50,000.00) to a designated artist agent escrow account. This binder is 100% refundable should performer not execute the Artist contract. A binder fee of 10,000 will be paid from ticket revenue to _____. After the binder is paid the balance due to the artist is \$400,000?

Upon sending the binder the Producer may announce the benefit to the members of Booster Clubs for VIP reservations and a possible pre / or post concert reception.

_____ will use its best offices to provide _____ attendance at the event. The producer will be allowed to pre-sell tickets to the University staff, booster clubs and all season ticket holders.

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LAISON with _____ : to include venue use, rehearsal, technical needs, show transportation, required refreshments, etc.;

COORDINATE: required venue security, required liability and non-performance insurance;

EXECUTE: an effective advertising / Public Relations campaign within the delineated budget constraints, to include Radio, TV, Cable, print interviews, poster/flyer (and their distribution), Press Releases, Social Media and special appearances.

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_____ shall procure, as an budget expense item, a non-performance insurance policy covering all expenses and projected profits, should there be an artist cancellation at no fault of the Producer.

GOOD COUNSEL: _____ will be available for consultation and Implementation of off site project related services like Hotel, Freight and such other

services as mutually agreed, at the direction and expense of the Producer. Producer will be allowed to use established trade (hotel, airline) agreements when ever possible to help reduce over all expense.

IN CASE OF DEFAULT BY PRODUCER: Liquid damages of the Production will be plus reasonable attorneys fees and court costs. It is agreed that the Judicial Venue will be Honolulu, Hawaii. Producer hereby indemnifies BPE of any and all liability in its management of this project while working as directed by the Producer.

15. PRODUCER'S REPRESENTATIVE: is hereby sanctioned to act as the Producer's representative in this project. This representation will be done at the advice and consent of the Producer. Producer shall generate a letter designating as its representative in this benefit promotion.

ALL FINANCIAL OBLIGATIONS OF THIS PROJECT ARE THE RESPONSIBILITY OF THE PRODUCER.

for the Athletic Department
University of Hawaii
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579



Fwd: Benefit Concert for UH Athletics August 11, 2012

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, May 10, 2012 4:47 PM

To: James J. Donovan III [jdonovan@hawaii.edu]

CC: Ryan M. Akamine [Ryan.Akamine@hawaii.edu]; Jeannie Lee [jeannie@hawaii.edu]

Attachments: Benefit conc~1.doc (21 KB); Letter from JDIII.doc (32 KB)

Jim,

Below is _____'s response to my email. I talked to _____ and he is fine with promoting the concert himself as a UH benefit. I have attached the talking points for the contract. All he needs is a letter of intent from UH to provide him the dates to hold the concert. NBC, DES, DPP and Corp. Counsel have approved this event with rental fee and donation (listed below).

Please read the contract talking points to see if anything in there is a deal breaker. _____ does need a letter of intent by Friday May 11, in order to secure the date on _____ proposed tour.

I have also attached a draft of the letter of intent to hold the requested dates.

Let me know if you need anything else from me.

Rich

-----Forwarded message-----

From:

Date: Thu, May 10, 2012 at 11:40 AM

Subject: RE: Benefit Concert for UH Athletics August 11, 2012

To: Richard Sheriff <rsheriff@hawaii.edu>

I asked our Director and he approved.

This was the process we, (DES under Sid Quintal, Planning and Permitting, and Corp Counsel, the UH Athletic Department, and your lawyers) had agreed upon earlier as our mode of operations. The MOU between the University and the City has not been finalized with the University so this is the system in place

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Thursday, May 10, 2012 11:33 AM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Just to make sure we are on the same page. If we structure the deal with the promoter to pay us a flat rental fee and then make a donation to UH Athletics out of net profits then NBC, Auxiliary Enterprises, Mayor Carlisle Office and the Department of Planning and Permitting are still OK with the University of Hawaii - Athletics Department host this event.

Thanks for your time on this!

Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Benefit Concert for UH Athletics

Letter of intent of the University of Hawaii to make the Stan Sheriff Center available on August 9, 10 & 11 to _____ to Host: _____ Benefit concert for UH Athletics.

Letter of Agreement / Contract talking points

UHAD will make presale of tickets available to AKA, NaKoa, all other booster groups as well as UHAA, UH Foundation and UHAD/University of Manoa Staff.

UHAD will make available all resources to promote UHAD benefit concert.

_____ will indemnify and insure University of Hawaii for any losses due to non performance.

_____ to assume all risk associated with booking, promoting and production of this event. UHAD will provide as much assistance as possible with promoting presale and public sale of event.

UHAD will allow _____ to draw funds from presale tickets to make \$200,000 down payment to entertainer before tickets go on sale to public.

UHAD will allow _____ to draw funds from tickets sales to make remaining payment to entertainer and deposits on all services required to produce a successful benefit concert.

Rental Fee / Donation amount TBD

50/50 split after expenses

Set rental fee plus donation

May 10, 2012

Dear :

This letter is to confirm that the University of Hawaii will make the Stan Sheriff Center available for you to host the UH Athletics Benefit Concert on August 9, 10 & 11 2012. We are very excited about the opportunity to have such a great entertainer involved in a project to benefit UH Athletics. We appreciate the opportunity to offer presale tickets to all of the people who financially support UH Athletics as well being able to offer presale tickets to the rest of the University of Hawaii family.

You have our full support in making this benefit concert a truly outstanding event for all who attend. We will help support your efforts by providing as much access to our social media outlets and media trade that we can. We hope you will also involve any of our many corporate sponsors who would so choose to support this project.

We are particularly grateful for you coordinating a special meet and greet package with for up to 200 of our most loyal supporters.

From this point forward please work with Ryan Akamine, UH Legal Counsel, and Richard Sheriff Manager of the Stan Sheriff Center, to finalize the details of the rental and donation agreement.

Sincerely,

James J Donovan III
Director of Athletics
University of Hawaii



Re: Fwd: Benefit Concert for UH Athletics August 11, 2012

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, May 10, 2012 5:54 PM

To: rsheriff@hawaii.edu

Cc: jdonovan@hawaii.edu; ljeannie@hawaii.edu

Ok. That's what we'd want. I am not able to see the document you are referring to, so I was just saying that we would not be able to indemnify him.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Thursday, May 10, 2012 05:42 PM

To: Ryan Akamine

Cc: jdonovan@hawaii.edu <jdonovan@hawaii.edu>; ljeannie@hawaii.edu <ljeannie@hawaii.edu>

Subject: Re: Fwd: Benefit Concert for UH Athletics August 11, 2012

Ryan in the contract talking point is a requirement for _____ to insure and indemnify the University.

Rich

On Thu, May 10, 2012 at 4:54 PM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:
Jim and Rich,

I am out and can't see the attachment, but any indemnity from us to _____ is a deal breaker.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, May 10, 2012 04:47 PM
To: James J Donovan III <jjdonovan@hawaii.edu>
Cc: Ryan Akamine; Jeannie Lee <jeannie@hawaii.edu>
Subject: Fwd: Benefit Concert for UH Athletics August 11, 2012

Jim,
Below is [redacted]'s response to my email. I talked to [redacted] and he is fine with promoting the concert himself as a UH benefit. I have attached the talking points for the contract. All he needs is a letter of intent from UH to provide him the dates to hold the concert. NBC, DES, DPP and Corp. Counsel have approved this event with rental fee and donation (listed below).

Please read the contract talking points to see if anything in there is a deal breaker. [redacted] does need a letter of intent by Friday May 11, in order to secure the date on Mr. Wonders proposed tour.

I have also attached a draft of the letter of intent to hold the requested dates.

Let me know if you need anything else from me.

Rich

----- Forwarded message -----

From: [redacted]
Date: Thu, May 10, 2012 at 11:40 AM
Subject: RE: Benefit Concert for UH Athletics August 11, 2012
To: Richard Sheriff <rsheriff@hawaii.edu>

I asked our Director and he approved.

This was the process we, (DES under Sid Quintal, Planning and Permitting, and Corp Counsel, the UH Athletic Department, and your lawyers) had agreed upon earlier as our mode of operations. The MOU between the University and the City has not been finalized with the University so this is the system in place

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Sent: Thursday, May 10, 2012 11:33 AM

To: [redacted]
Subject: Re: Benefit Concert for UH Athletics August 11, 2012

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rental fee and then make a donation to UH Athletics out of net profits then NBC, Auxiliary Enterprises, Mayor Carlisle Office and the Department of Planning and Permitting are still OK with the University of Hawaii - Athletics Department host this event.

Thanks for your time on this!

Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822





Office of Intercollegiate Athletics • 1337 Lower Campus Road • Honolulu, Hawai'i 96822-2370

May 10, 2012

Dear :

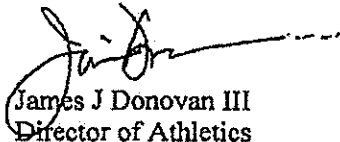
This letter is to confirm that the University of Hawaii will make the Stan Sheriff Center available for you to host the – UH Athletics Benefit Concert on August 9, 10 & 11, 2012. We are very excited about the opportunity to have such a great entertainer involved in a project to benefit UH Athletics. We appreciate the opportunity to offer presale tickets to all of the people who financially support UH Athletics as well being able to offer presale tickets to the rest of the University of Hawaii family.

You have our full support in making this benefit concert a truly outstanding event for all who attend. We will help support your efforts by providing as much access to our social media outlets and media trade that we can. We hope you will also involve our corporate sponsors who would so choose to support this project.

We are particularly grateful for you coordinating a special meet and greet package with for up to 200 of our most loyal supporters.

From this point forward please work with Ryan Akamine, UH Legal Counsel, and Richard Sheriff, Manager of the Stan Sheriff Center, to finalize the details of the rental and donation agreement.

Sincerely,



James J Donovan III
Director of Athletics
University of Hawaii

An Equal Opportunity/Affirmative Action Institution

EXHIBIT J

University-693

Benefit Concert for UH Athletics

Letter of intent of the University of Hawaii to make the Stan Sheriff Center available on August 9, 10 & 11 to _____ to Host _____ Benefit concert for UH Athletics.

Letter of Agreement / Contract to follow

UHAD will make presale of tickets available to AKA, NaKoa, all other booster groups as well as UHAA, UH Foundation and UHAD/University of Manoa Staff.

UHAD will make available all resources to promote UHAD benefit concert

_____ will indemnify and insure University of Hawaii for any and all liability arising from the benefit concert, including but not limited to any loses due to non performance.

_____ will be solely responsible for any and all refunds should an event cancellation arise.

_____ to assume all risk associated with booking, promoting and production of this event. UHAD will provide as much assistance as possible with promoting presale and public sale of event.

UHAD will allow _____ to draw funds from presale tickets to make \$200,000 down payment to entertainer before tickets go on sale to public.

UHAD will allow _____ to draw funds from tickets sales to make remaining payment to entertainer and deposits on all services required to produce a successful benefit concert.

Rental Fee amount \$TBD, but no less than what UHAD has charged for recent events, plus Donation TBD to UHAD.



FW: Fwd: Benefit Concert for UH Athletics August 11, 2012

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, May 11, 2012 4:01 PM
To: Richard Sheriff [rsheriff@hawaii.edu]
Cc: Jim Donovan (jdonovan@hawaii.edu); Jeannie Lee (ljeannie@hawaii.edu); Darolyn H. Lendio
Attachments: Benefit conc-1.doc (23 KB)

Rich, attached contains my recommended edits.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
2444 Dole Street, Bachman Hall 110
Honolulu, Hawaii 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Friday, May 11, 2012 3:08 PM
To: Ryan Akamine
Cc: jdonovan@hawaii.edu; ljeannie@hawaii.edu
Subject: Re: Fwd: Benefit Concert for UH Athletics August 11, 2012

On Fri, May 11, 2012 at 3:06 PM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Jim,

I just got off the phone with Ryan. He has reviewed the documents and we added a little language to the letter of agreement. He will review this email and confirm that in an email to you.

Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Benefit Concert for UH Athletics

Letter of intent of the University of Hawaii to make the Stan Sheriff Center available on August 9, 10 & 11 to _____ to Host _____ Benefit concert for UH Athletics.

Letter of Agreement / Contract to follow

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Rental Fee amount \$TBD, but no less than what UHAD has charged for recent events, plus Donation TBD to UHAD.



Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, May 24, 2012 5:18 PM
To: Jim Donovan (jdonovan@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu)
Cc: Darolyn H. Lendio; Garrett Halvdier
Attachments: 2012 Agreement for Use of ~1.doc (87 KB)

Jim and Rich, take a look at the attached and let me know your thoughts. Specifically look at the provisions about the dates and fees.

Rich, are you comfortable that the City has waived all dates?

Ryan M. Akamine
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Office of Vice-President for Legal Affairs
and University General Counsel
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AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND , AN ENTERTAINMENT
CORPORATION, FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated May 29, 2012, is by and between the
UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and
, AN ENTERTAINMENT CORPORATION
(" "), for the use of the Stan Sheriff Center to hold the
Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and
thanks for its offer and agreement to promote the
Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic
department.

WITNESSETH

1. Description of Premises. UNIVERSITY, for and in consideration of
the covenants and agreements to be performed by as contained in
this Agreement, hereby authorizes the use of the specific floor and ground
areas within the walls of Stan Sheriff Center ("SSC") by for the
purpose of the Benefit Concert ("Event") on the dates and
periods hereinafter set forth, with the right of ingress and egress to the
following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 9, 2012, Friday, August 10, 2012 and Saturday, August 11, 2012, during the times specified below.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than July 1, 2012. _____ shall have access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. _____ will be allowed access to the SSC on all Event days from 7:00 a.m.

4. User Fee. There shall be no User Fee charged to _____ by the UNIVERSITY, however, _____ shall donate to the UNIVERSITY \$150,000 or fifty percent of _____'s net revenue for the Event, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist _____'s promotion of the Event in the following manner:

A. Pre-Sale Tickets shall be made available to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees.

B. Revenues from Pre-Sale Tickets in an amount not to exceed \$200,000.00 may be utilized by _____ to reserve and secure the talents and services of _____, the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by _____ to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help _____ promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. _____ shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including

ushers, usher supervisors, support, parking and janitorial personnel. will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with , with UNIVERSITY to have the final say.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by . Within thirty (30) days of receipt of said statement, shall make its payment for expenses and fees to the UNIVERSITY. Within thirty (30) days of receipt of said statement, shall also make its donation payment to the UNIVERSITY.

8. Disclaimer. acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of , or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the _____ day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or

otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees. further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither , its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If breaches this condition, UNIVERSITY is expressly authorized by to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of. Repairs by shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Athletic Director
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To _____:

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be

supplemented and/or amended, but only if agreed to in a writing signed by
duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

, An Entertainment Corporation

By: _____
President

Re: Benefit Concert

Richard Sheriff [rsheff@hawaii.edu]

Sent: Wednesday, May 30, 2012 4:12 PM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Darolyn H. Lendio

Ryan,

I just spoke with [redacted]. The only item that he will need to pay in advance is the artist deposit (out of pre-sale funds). If Jim is OK with the language in the contract, then I think we are good to go. We are looking at starting the pre-sale next week around June 9 or 10 so I would like to get the contract finished and signed so we do not have to push back that date.

Thanks for all your help on this project.

Rich

On Tue, May 29, 2012 at 10:43 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Ok, let me make clarifications to the agreement and I'll circulate to you and Jim.

Ryan M. Akamine

Associate General Counsel

Office of Vice-President for Legal Affairs

and University General Counsel

University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

(808) 956-2211 phone

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ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Tuesday, May 29, 2012 10:41 AM
To: Ryan Akamine
Subject: Re: Benefit Concert

Ryan

The dates listed are two load in days August 9-10 and one show day August 11. If we sell out quickly we would look at a possible second show on 8/10. A second show has not been discussed with the city or NBC. The rest of the contract looks good. I am waiting to hear from [redacted] on any equipment that he might have put deposits on. That would be the last thing to include in the contract.

Rich

On Thu, May 24, 2012 at 5:18 PM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Jim and Rich, take a look at the attached and let me know your thoughts. Specifically look at the provisions about the dates and fees.

Rich, are you comfortable that the City has waived all dates?

Ryan M. Akamine

Associate General Counsel

Office of Vice-President for Legal Affairs

and University General Counsel

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Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Wednesday, May 30, 2012 4:42 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Darolyn H. Lendio

If there's a possibility for a second show, what will your terms be? By the way, in my draft agreement I just made numbers up, so you and Jim should look at that and decide if you want things changed. I will amend the draft and will wait to hear from you guys.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
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(808) 956-2211 phone
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Subject: Re: Benefit Concert

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Thanks for all your help on this project.

Rich

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Ryan M. Akamine

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ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Tuesday, May 29, 2012 10:41 AM
To: Ryan Akamine
Subject: Re: Benefit Concert

Ryan

The dates listed are two load in days August 9-10 and one show day August 11. If we sell out quickly we would look at a possible second show on 8/10. A second show has not been discussed with the city or NBC. The rest of the contract looks good. I am waiting to hear from on any equipment that he might have put deposits on. That would be the last thing to include in the contract.

Rich

On Thu, May 24, 2012 at 5:18 PM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:
Jim and Rich, take a look at the attached and let me know your thoughts. Specifically look at the provisions about the dates and fees.

Rich, are you comfortable that the City has waived all dates?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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and delete this copy from your system. Thank you.

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Ryan Akamine

From: Richard Sheriff [rsheff@hawaii.edu]

Sent: Wednesday, June 06, 2012 8:41 AM

To: Ryan Akamine

Subject: Concert contract

Ryan,

Do we have everything we need on the contract? I did have a thought that must have his non performance insurance in place prior to any money being paid out for entertainers deposit.

When will the benefit concert contract ready for pick up?

Jim will be out on vacation starting tomorrow, so I want to try to pick it up so he can sign it today.

Rich

Sent from my HTC on the Now Network from Sprint!

RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Wednesday, June 06, 2012 4:26 PM

To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff (rsheriff@hawaii.edu)

Cc: Darolyn H. Lendio; Carl Clapp (cclapp@hawaii.edu)

Attachments: 2012 Agreement for Use of ~1.pdf (54 KB); 2012 Agreement for Use of ~2.doc (89 KB)

Jim and Rich,

See version 5 attached. Most important change is to the fee structure; 10% of gross sales or 75% of net after expenses.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel

University of Hawai'i
2444 Dole Street, Bachman Hall 110
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From: Ryan Akamine
Sent: Wednesday, June 06, 2012 2:44 PM
To: Jim Donovan (jdonovan@hawaii.edu); 'Richard Sheriff'
Cc: Darolyn H. Lendio
Subject: RE: Benefit Concert

Jim and Rich,

See attached new draft following my discussion with Rich. Call me after you review.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel

University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Wednesday, June 06, 2012 2:08 PM
To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff
Cc: Darolyn Lendlo (lendlo@hawaii.edu)
Subject: Benefit Concert

Jim and Rich,

In addition to the budget from Rich, attached are copies of the same draft agreement in different forms. Note that I have only been discussing a one-night concert with Rich and the agreement does not say the concert is just one night. We should discuss this. Call me after you have read through the draft. 956-4376 or 286-6996.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
2444 Dole Street, Bachman Hall 110
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(808) 956-2211 phone
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From: Richard Sheriff [mailto:rsheff@hawaii.edu]
Sent: Tuesday, June 05, 2012 2:45 PM
To: Ryan Akamine
Subject: Fwd: (no subject)

Ryan,

Attached is the working budget for the expenses guideline as I said has agreed to the terms below. UHAD receiving \$22,500 in rent and \$22,500 in service fee, we will split 75%UHAD / 25% after expenses.

Let me know if you need anything else.

Rich

----- Forwarded message -----
From: Richard Sheriff <rsheriff@hawaii.edu>
Date: Tue, Jun 5, 2012 at 12:00 PM
Subject: Re: (no subject)
To: productions@aol.com

I was just waiting for you to confirm the dates, so we can add them to the contract. I also wanted to firm up the financial agreement. I am looking at asking our attorney to add the expenses as an attachment to be followed. Since we are billing this as a benefit for UH Athletics and I do have concerns that the City & County, DDP and NBC might request to review the financial agreement to make sure that this event is a UHAD Benefit, I was looking at the building Rental matching the fee at \$22,500 and having a 75 UH/25 split after expenses. Are those terms that you can live with.

Let me know your thoughts ASAP as Jim leaves for vacation on Friday and I want to get this to you before he leaves.

Rich

On Mon, Jun 4, 2012 at 11:55 PM, <productions@aol.com> wrote:
Rich ...

will be finalized for the 18/17 of August very shortly.

In the mean time, please send me over the Contract from UH ... I don't want to spend days waiting for something that I expected in my hands by now. Just in case there are some clauses that must be worked out.

Still looking at 6/16 for booster announcement and General public 2 weeks later ...

Is there seating chart for me to look at? I would like to do the ticket holds and tech kills.

We should be also working on finalizing ticket header.

Perhaps you could give us a list of ticket outlets and online ticket hours so we can prepare the social media blast.

Thanks

In a message dated 6/4/2012 10:39:31 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Any word yet?

On Fri, Jun 1, 2012 at 4:36 PM, <productions@aol.com> wrote:
One thing I can say ... We will not be using the 11.

In a message dated 6/1/2012 11:17:44 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND [REDACTED], AN ENTERTAINMENT
CORPORATION, FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 6, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and [REDACTED], AN ENTERTAINMENT CORPORATION (" [REDACTED]"), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks [REDACTED] for its offer and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

WITNESSETH

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by [REDACTED] as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by [REDACTED] for the purpose of the [REDACTED] Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized _____ representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by , its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at 's expense, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by , its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide with parking passes for lower campus use by its personnel for the Event. agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. 's use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. A second concert may be added on Friday, August 17, 2012, which will be memorialized by a separate agreement by the Parties.

shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. shall have access to the designated areas outlined in Section 1 of this Agreement

beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees, starting on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 may be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within thirty (30) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of . . . , or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. , during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

In connection with the Event, _____ warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by _____, its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to _____ shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. _____, its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and _____, for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither [redacted], its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. [redacted] agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If [redacted] breaches this condition, UNIVERSITY is expressly authorized by [redacted] to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and [redacted] agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that [redacted] shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of [redacted]. Repairs by [redacted] shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by [redacted] from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. [redacted] agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. [redacted] recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

, An Entertainment Corporation

By: _____
President

Ryan Akamine

From: Ryan Akamine
Sent: Thursday, June 07, 2012 2:45 PM
To: Richard Sheriff
Subject: RE: Benefit Concert Contract
Attachments: 2012 Agreement for Use of SSC by 2012.06.06 v.6.doc; 2012 Agreement for Use of
SSC by 2012.06.06 v.6.pdf

See below.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Thursday, June 07, 2012 2:06 PM
To: Ryan Akamine
Subject: Fwd: Benefit Concert Contract

Please see 's changes.

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:
Date: Thu, Jun 7, 2012 12:47 pm
Subject: Benefit Concert Contract
To: <rsheriff@hawaii.edu>

Rich ...

seems pretty straightforward.

Requested changes ...

The preamble should be to:

Changed in version 6.

Not

=====

I would "Like" our final settlement to be 10 days after final expenses are submitted. (industry standard).
Changed in version 6.

=====

You mentioned use of your stage ... that still an option? Up to you Rich.

=====

an assigned area for staff parking and truck parking. (Parking passes?) We say in the agreement that we will designate areas. Other than that is up to you Rich.

would like the dressing room catering to be optional for an outside contractor. I don't believe this is possible because of our existing cater agreement.

=====

The rental fee of 10% of the net ... vs 75% of the net,

The rental is based on a percentage of the adjusted gross (after state tax)

So your split would be 75% of the adjusted gross and my split would be 25%.

your part of the 75% would include the rental. Rich, tell me what is talking about. Does he want us to change something?

=====

we need to discuss how the booster/ VIP seating no host cocktails is going to happen.. Rich, this is for you guys to discuss.

In a message dated 6/6/2012 4:33:56 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Please review the contract and let me know if we are OK with the language.

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Tuesday, June 12, 2012 12:16 PM
To: Rich Sheriff (rshefff@hawaii.edu)
Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio
Attachments: 2012 Agreement for Use of ~1.pdf (54 KB)

Rich,

Attached please find version 7 with the changes we discussed. I'll take a look at whether there's an ethics issue concerning pre-sale tickets to UH affiliated groups. We'll discuss again soon.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
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(808) 956-2211 phone
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AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its intent and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

WITNESSETH

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees, starting on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 may be utilized by to reserve and secure the talents and services of ; the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY shall use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a

successful fund-raising Event; and return the SSC to its pre-Event status and condition. The expenses to include:

- A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.
- B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.
- C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

- A. When performance is prevented by operation of law.
- B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees of any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a

combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of [redacted] indemnify under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of [redacted] its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist [redacted] in producing a successful Event, [redacted] agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, [redacted] shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of [redacted] at the Event, for any reason whatsoever. [redacted] represents to UNIVERSITY that it can and will secure insurance to cover

this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws: shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees. further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials,

equipment, devices, processes, or dramatic rights furnished or used by
in connection with the Event. warrants that it has secured all
copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall
be made to or upon the SSC and the appurtenances herein authorized to
be used, without the written consent of UNIVERSITY. The use of the SSC
and its appurtenances by , its contractors or agents in any manner
other than that authorized herein shall be at all times subject to the
approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by
that no political activity or distribution of political materials shall be
conducted or permitted on University property or in the SSC during the
Event.

17. Rights Non-Assignable. This Agreement and the use herein granted
to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all
rules of the UNIVERSITY governing management, operation, and use of its
facilities, and of the University of Hawai'i are incorporated herein by
reference, and this Agreement is subject to the provisions of those rules
whether or not expressly mentioned in this Agreement. These rules can be
found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall
be operated by UNIVERSITY's food and beverage provider (hereafter
referred to as "University's Caterer") under contract with the
UNIVERSITY on the date of the Event. , its contractors, and
agents shall contract with University's Caterer for all such services
relating to the use of the SSC. All rebates, if any, received from
University's Caterer from these concessions shall be the sole
property of the UNIVERSITY, and , for itself and on behalf of its
contractors and agents, expressly waives any and all claims to any

such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
 University of Hawai'i at Manoa
 Office of Intercollegiate Athletics
 1337 Lower Campus Road
 Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President



FW: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, June 14, 2012 2:56 PM

To: Rich Sheriff (rsheff@hawaii.edu)

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio

Attachments: 2012 Agreement for Use of .pdf (70 KB)

Rich, sorry, forgot to copy you.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
2444 Dole Street, Bachman Hall 110
Honolulu, Hawaii 96822
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From: Ryan Akamine

Sent: Thursday, June 14, 2012 12:15 PM

To: (); Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Cc: Darolyn Lendio (lendio@hawaii.edu)

Subject: Benefit Concert

, Jim and Carl,

Please find attached the amended agreement for the proposed concert. This document is ready for execution. For your information, in the attached, Section 5. *Assistance by UNIVERSITY* needed to be changed to acknowledge that pre-sale assistance will be by and through the athletics department's fundraising organization.

To the extent that there will be filming involved and the parties are agreeable, we can prepare a separate agreement, but we need to know the details of what's intended. Please provide that as soon as possible.

Please let me know if you have any questions.

Thank you,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

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- Manager's and staff offices

- Training room
- Weight room
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Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

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B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

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A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenua, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

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B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of , its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist in producing a successful Event, agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of at the Event, for any reason whatsoever. represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/abis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and, for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by _____ or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President



'WU: CONCERT'

Subject: Fwd: Concert
From: MRC Greenwood <mrcgreen@hawaii.edu>
Date: 7/2/2012 1:06 PM
To: Howard Todo <htodo@hawaii.edu>

Begin forwarded message:

From: Virginia Hinshaw <vhinshaw@hawaii.edu>
Subject: Concert
Date: June 19, 2012 6:07:54 PM HST
To: "'mrcgreenwood@hawaii.edu'" <mrcgreen@hawaii.edu>

Jim has been working on this for a while - Ryan Akamine has been involved in every step. They have gotten appropriate permissions for the performance. Is there a specific question regarding the concert or tickets? Virginia

Virginia S. Hinshaw
Chancellor
University of Hawaii at Manoa
2500 Campus Road
Hawaii Hall 202
Honolulu, HI 96822
Tel: 808-956-7651
Fax: 808-956-4153
Email: vhinshaw@hawaii.edu

Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Tuesday, June 26, 2012 3:10 PM

To: (productions@aol.com); Jim Donovan (jdonovan@hawaii.edu)

Cc: Vince Baldemor (vince@kooariuenue.org); Carl Clapp (ccclapp@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu); Debbie Kutara (dkutara@hawaii.edu); Darolyn H. Lendo

Attachments: Agreement for Use of Non-Pw1.pdf (11 KB); S. 467B - 5.5 (2012).pdf (70 KB)

and Jim,

Attached please find a consent agreement for your execution. The need for such an agreement was brought to our attention by the University of Hawaii Foundation. I drafted the agreement to conform with the statutory provision, which I've also attached. Note that for purposes of promotion and marketing the names, logos and trademarks are limited to those associated with the University of Hawaii at Manoa campus and the athletic department. I've copied Debbie Kutara, our UH licensing person.

My understanding is that the executed agreement needs to be "filed" with the Attorney General's office by the "commercial co-venturer", which is . I'm trying to get clarification on the "filing" process. If you already know the process, , please let me know your understanding.

If the agreement is acceptable, please execute it and send it to me. It can be executed in counterparts, so separately executed agreements will be fine. Please be aware that the agreement will be a public document. If you have any questions, please feel free to contact me.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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CONSENT AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AND

This Consent Agreement, dated June 26, 2012, by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" ") is to establish that has UNIVERSITY's consent to use UNIVERSITY's name(s), logo(s), and trademark(s) to promote the Benefit Concert ("BC").

WITNESSETH

1. UNIVERSITY and entered into an agreement on June 12, 2012 ("Event Agreement") for 's use of the Stan Sheriff Center ("SSC") for the production of the Benefit Concert ("BC") on August 18, 2012, and possibly August 19, 2012. The BC is a fund-raising benefit for UNIVERSITY's athletic department ("UHMA").
2. , with UHMA's assistance, will sell tickets to the BC to donors of UHMA and UNIVERSITY, and then to the general public. Ticket sales shall continue until they are sold-out.
3. UNIVERSITY grants a non-exclusive, non-assignable, non-transferable license to use UNIVERSITY's and UHMA's name, logo, and trademark on marketing or press materials for the sole purpose of identifying that the BC is a fund-raising event for UHMA. The names, logos and marks shall be used in the exact form, style and type prescribed by UNIVERSITY and shall remain the exclusive property of UNIVERSITY.
4. agrees to not disparage, or make any derogatory, false or misleading statements concerning UNIVERSITY or of any of its regents, officers or employees.
5. UNIVERSITY and have agreed to a rental fee for use of the SSC in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater. UNIVERSITY makes no representation as to the status of such payment for federal, state or local tax purposes with respect to , including qualification as tax deductible charitable contribution.

6. Pursuant to the Event Agreement, within a reasonable time after the conclusion of the BC, UNIVERSITY shall provide with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by . Within ten (10) days of receipt of said statement, shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

7. will prepare a final accounting for the BC. Upon request, a copy of the final accounting shall be provided to the attorney general not more than twenty (20) days after the request is made. Upon request, a copy of the final accounting shall be provided to UNIVERSITY not more than twenty (20) days after the request is made. shall keep the final accounting for a period of three years, unless and UNIVERSITY mutually agree that the accounting should be kept by UNIVERSITY.

8. This Consent Agreement does not constitute a partnership, joint venture for profit or for any other purpose, or employer or principal/agent relationship between and UNIVERSITY. This Consent Agreement also does not constitute a contract or agency agreement for to solicit or consult on the solicitation of, or collect contributions from others on behalf of UNIVERSITY. Neither nor UNIVERSITY has the right to obligate or bind the other in any manner whatsoever.

9. This Consent Agreement may be executed in two or more counterparts, each counterpart shall be considered an original, and all counterparts shall constitute one and the same document.

The parties have caused this Consent Agreement to be executed by their duly authorized officers below, on the date written above.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

HRS § 467B-5.5

MICHIE'S HAWAII REVISED STATUTES ANNOTATED
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*** This document is current through 2012 Regular Session, Acts 1-100 ***

DIVISION 2. BUSINESS
TITLE 25. Professions And Occupations
CHAPTER 467B. Solicitation of Funds from the Public

Go to the Hawaii Code Archive Directory

HRS § 467B-5.5 (2012)

§ 467B-5.5. Commercial co-venturer's charitable sales promotions.

(a) All charitable sales promotions by a commercial co-venturer shall disclose the name of the commercial co-venturer.

(b) Prior to the commencement of any charitable sales promotion in this state conducted by a commercial co-venturer using the name of a charitable organization, the commercial co-venturer shall obtain the written consent of the charitable organization whose name will be used during the charitable sales promotion. The commercial co-venturer shall file a copy of the written consent with the department not less than ten days prior to the commencement of the charitable sales promotion within this state. An authorized representative of the charitable organization and the commercial co-venturer shall sign the written consent, and the terms of the written consent shall include the following:

(1) The goods or services to be offered to the public;

(2) The geographic area where, and the starting and final date when, the offering is to be made;

(3) The manner in which the name of the charitable organization is to be used, including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization;

(4) A provision for a final accounting on a per unit basis to be given by the commercial co-venturer to the charitable organization and the date when it is to be made; and

(5) The date when and the manner in which the benefit is to be conferred on the charitable organization.

(c) A final accounting for each charitable sales promotion shall be prepared by the commercial co-venturer following the completion of the promotion. A copy of the final accounting shall be provided to the attorney general not more than twenty days after the copy is requested by the attorney general. A copy of the final accounting shall be provided to the charitable organization not more than twenty days after the copy is requested by the charitable organization. The final accounting shall be kept by the

commercial co-venturer for a period of three years, unless the commercial co-venturer and the charitable organization mutually agree that the accounting should be kept by the charitable organization instead of the commercial co-venturer.

HISTORY: L. 1993, c. 206, pt. of § 1; am. L. 2004, c. 93, § 6; am. L. 2008, c. 174, § 5, effective July 1, 2008.

NOTES: Editor's note.

2008 Haw. Sess. Laws, Act 174, §§ 1 and 13, provides:

"SECTION 1. Hawaii has more than 5,000 charities and nonprofit organizations that employ 41,000 individuals who provide needed services to Hawaii residents. Hawaii charities have revenues over \$ 2,000,000,000 and pay over \$ 1,000,000,000 in wages. According to a study conducted in 2002, local residents made \$ 430,000,000 worth of cash and in-kind donations in one year to Hawaii and national charities.

"However, Hawaii is one of only 11 states that do not require charities to register with a state agency. Nonprofit experts have noted that Hawaii's oversight of charities is one of the weakest in the nation. According to a 2004 survey, Hawaii was ranked last in the number of state positions budgeted for charity oversight and enforcement. New York had 55 budgeted positions, Pennsylvania had 30 positions, and Oregon had nearly 20 positions. Hawaii has a single deputy attorney general who serves on a part-time basis to oversee charities in the state.

"Due to the absence of a registration system, the department of the attorney general may only pursue an investigation if an individual complains or questionable conduct is revealed and disclosed to the public. Recent news articles reported a pre-school with an enrollment of three hundred students had \$ 2,000,000 in annual revenues, paid a top executive \$ 250,000 annually, made an illegal \$ 100,000 loan to another officer whose spouse is another executive, and paid \$ 1,200 per month for two leased luxury cars for its husband and wife management team. New reports have revealed other instances of improper and illegal conduct by charities and leaders.

"The legislature finds that a registration system is needed for charities. A registration system will provide the State with valuable information on which nonprofit groups are raising funds, what programs these groups seek to fund, and how these groups are spending collected funds. Registration can help enforcement officials spot red flags, such as questionable transactions or compensation deals, and answer questions from the public. The review of annual filings may also serve as a deterrent to abuse. Before making a contribution, donors could find out if an organization is a legitimate charity and determine if the group has provided the State with information on its finances.

"The purpose of this Act is to:

"(1) Require charitable trusts and nonprofits to register and file annual financial reports with the attorney general;

"(2) Provide standards for registration of professional fund raising counsel and professional solicitors, and registration of charitable trusts and nonprofits;

"(3) Authorize the attorney general to conduct investigation on possible violations;

"(4) Prohibit contracting with unregistered solicitors;

"(5) Require submittal of a filing fee based on total revenue of organization; and

"(6) Appropriate funds to staff additional positions;"

"SECTION 13. "This Act shall take effect on January 1, 2009; provided that:

(1) Sections 5 through 9 of this Act shall take effect on July 1, 2008; and

"(2) Any charitable organization required to register under this Act shall file the annual financial report with the attorney general as provided in section 467B-6.5(a), Hawaii Revised Statutes, no later than eight months following the close of its 2008 taxable year, together with the fees prescribed by section 467B-6.5(d), Hawaii Revised Statutes."

The 2004 amendment, effective July 1, 2005, substituted "attorney general" for "director" in subsection (c).

The 2008 amendment, in the Introductory language of (b), added the second and third sentences; added (b)(1) through (b)(5); and made a stylistic change.

LexisNexis 50 State Surveys, Legislation & Regulations

Charitable Fundraising

HIERARCHY NOTES:

Div. 2, Tit. 25 Note

Div. 2, Tit. 25, Ch. 467B Note

Source: Hawaii > Find Statutes, Regulations, Administrative Materials & Court Rules > HI - Hawaii Revised Statutes Annotated | L

View: Full

Date/Time: Tuesday, June 26, 2012 - 9:03 PM EDT

In
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RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, June 29, 2012 11:01 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Rich, see Carl for the form that needs to sign. It's the short form from the AG's office. The insurance is key. Please follow-up. Remember that needs 2 insurance policies per our agreement. The one that protects us against non-performance was supposed to be in place and a copy provided to Jim BEFORE pre-sale tickets were sold.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Friday, June 29, 2012 10:58 AM

To: Ryan Akamine

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Subject: Re: Benefit Concert

Ryan,

I just spoke to . He is trying to get the AG form back to us today. is working on the insurance. He said the insurance is in the process and we will get a copy as soon as he has it.

Rich

On Fri, Jun 29, 2012 at 10:54 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Rich,

Good. Do you have the insurance policies? We were supposed to get it before pre-sale ticket sales commenced.

Ryan M. Akamine

EXHIBIT V

University-771

Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheff@hawaii.edu>]
Sent: Friday, June 29, 2012, 10:48 AM
To: Ryan Akamine
Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Subject: Re: Benefit Concert

Ryan,

No one from the University has signed an agreement with _____, Our agreement is with _____
(_____) only. I am trying to get a copy of _____ agreement with _____.

Rich

On Fri, Jun 29, 2012 at 10:38 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:
Jim, Carl and Rich,

I just want to make sure that no one has signed off on any "ENGAGEMENT MEMORANDUM AGREEMENT" generated by _____ or _____. Please reply ASAP.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Kathleen Cutshaw

From: Ryan Akamine
Sent: Friday, July 06, 2012 3:03 PM
To: Kathleen Cutshaw
Subject: Benefit Concert

FYI

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Thursday, July 05, 2012 1:44 PM
To: James J Donovan, III
Cc: Ryan Akamine; Carl Clapp
Subject: Fwd: Scanned AG Documnet

FYI

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From: _____
Date: Thu, Jul 5, 2012 10:39 am
Subject: Scanned AG Documnet
To: <rsheriff@hawaii.edu>

Rich ...

Told by insurance company the I will have the cancellation insurance in hand tomorrow.

Regards.



Ryan Akamine

From: Ryan Akamine
Sent: Monday, July 09, 2012 2:57 PM
To: Darolyn H. Lendio
Subject: RE: Benefit Concert

Just talked to Kathy. She said she spoke to Clapp, who said they were going to get both pieces of insurance in place hopefully today. Kathy said to tell you if you asked that she is staying on athletics about getting the insurance.

BTW, she said there was nothing more that I (me) could do if the client doesn't follow the advice (of getting the cancellation insurance).

From: Darolyn H. Lendio
Sent: Monday, July 09, 2012 1:59 PM
To: Ryan Akamine
Subject: RE: Benefit Concert

Can you call her on her cell and tell her over the telephone? Thanks

Darolyn H. Lendio
Vice President for Legal Affairs and
University General Counsel
University of Hawaii System
2444 Dole Street, Bachman 110
Honolulu, HI 96822

(808) 956-9901 (business)
(808) 956-2109 (facsimile)

lendio@hawaii.edu

From: Ryan Akamine
Sent: Monday, July 09, 2012 1:55 PM
To: Darolyn H. Lendio
Subject: RE: Benefit Concert

I told Kathy we did not have the cancellation insurance. If we are thinking about letting Kathy know what we know, then she should know or be told.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Darolyn H. Lendio
Sent: Monday, July 09, 2012 1:51 PM
To: Ryan Akamine
Subject: FW: Benefit Concert

Does Kathy know this? Should she know this?

Darolyn H. Lendio
Vice President for Legal Affairs and
University General Counsel
University of Hawaii System
2444 Dole Street, Bachman 110
Honolulu, HI 96822

(808) 956-9901 (business)
(808) 956-2109 (facsimile)

lendio@hawaii.edu

From: Ryan Akamine
Sent: Monday, July 09, 2012 12:38 PM
To: 'Rich Sheriff (rsheff@hawaii.edu)'
Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio
Subject: Benefit Concert

Rich,

The attached certificate of insurance does not comply with the contract provisions. The State of Hawaii and the University of Hawaii need to be named as additional insureds. should be able to get another copy quickly as the additional cost to obtain the additional insured certificate is nominal.

Here's the provision in the agreement:

10. Insurance and Indemnity (). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-

performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. , during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of 's indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of , its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist in producing a successful Event, agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i, its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of at the Event, for any reason whatsoever. represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

The last highlighted portion above is **separate** insurance that also needs to be obtained. At this point, is in breach of our agreement if he hasn't obtained the insurance and provided it to you. After you obtain the two insurance certificates, they should be forwarded to Risk Management.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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prohibited. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Monday, July 09, 2012 12:13 PM
To: James J Donovan III
Cc: Cari Clapp; Ryan Akamine
Subject: Fwd: (no subject)

Jim,

Attached is a copy of _____'s liability insurance for the _____ Concert on August 18th. He is working on the cancellation insurance policy confirmation. I will forward it to you as soon as I get it.

Rich

----- Forwarded message -----

From: <_____
Date: Fri, Jul 6, 2012 at 6:13 AM
Subject: (no subject)
To: rsheriff@hawaii.edu

Liability Ins

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Tuesday, July 10, 2012 2:58 PM

To: Rich Sheriff (rsheriff@hawaii.edu)

Cc: Jimi Donovan (jdonovan@hawaii.edu); Darolyn H. Lendio

Rich, said he gave you a copy of a contract he has with . Do you have a copy?
Can you send to me?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawaii
2444 Dole Street, Bachman Hall 110
Honolulu, Hawaii 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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Attachment 2

UNIVERSITY OF HAWAI'I, Excluded

Position No.: 89335

EXECUTIVE / MANAGERIAL
POSITION DESCRIPTION

Allocation: Univ Assoc General Counsel, 90409 (S116), M09-M (N)	
Effective Date: 12-16-2001	BU: 88
Classifier: <i>W01</i>	Date: 12/16/01
FOR OHR USE ONLY	

1. Name: Last Name First Middle Initial	4. Campus SW
2. Title of Position University Assistant General Counsel	5. College/Office
3. Reports to (Name, Title, Position No.): Walter S. Kirimitsu Senior Vice President for Legal Affairs & University General Counsel	6. Department Office of the Senior Vice President for Legal Affairs
	7. Section and University General Counsel
	8. Unit <i>Manoa Campus</i>

9. Attach the following:

- a. Detailed description of the duties and responsibilities and the percentage of time allotted to each group of duties. Include the kind and extent of authority vested in the position for decision making and for directing or controlling activities.
See attached
- b. List names, class titles and position numbers of all immediate subordinate positions.
none
- c. Description of the nature and extent of guidance and direction received.
General supervision and guidance; works independently.
- d. Description of the nature and extent of the check or review of work.
Work is reviewed for completeness, thorough legal research and results achieved.
- e. Description of the contacts with other departments or University organizations, with outside organizations, and with the general public. External and internal contact for purposes of legal research, case preparation and presentation, provision of legal services, advocacy and policy formulation.

10. Statement to be attached by supervisor (optional):

- a. If description was prepared by employee, state any exceptions or additions. These should be resolved and communicated to the employee.
- b. What do you consider the most important duties of this position?

3-0900583 NV:01
40 701440

11. **Qualification Requirements.** Indicate the qualifications which you think should be required in this position. Keep the position itself in mind rather than the qualifications of the individual who may occupy it.

	Essential Qualifications	Desirable Qualifications
Education: general, special or professional	Law degree from an accredited school of Law. CORRECTION <i>per D.H.C./Hof.</i>	
Experience: quantity & quality	<i>Eight</i> Five years of experience as licensed attorney. Experience must include legal research and writing, civil litigation, trial and appellate practice.	Experience in legal issues facing public institutions of higher learning, including contract administration, affirmative action, student affairs, athletics, intellectual property, real estate and commercial transactions.
Licenses, certificates, or registration:	Admission to the Hawai'i State Bar and licensed to practice before the Federal courts.	
Special, knowledge, abilities, and skills:	Ability to communicate effectively with diverse constituents in higher education. Ability to work effectively independently and to take directions from supervisor. Ability to communicate effectively in writing and verbally on diverse subject matters both in legal and academic setting.	

12. **CERTIFICATION:** I certify that the foregoing information is accurate and complete.

_____ Employee's Signature	_____ Date		
<i>Rita J. [Signature]</i>	<i>10/24/01</i>		
_____ Supervisor's Signature	_____ Date	_____ Reviewing Officer's Signature (Senior Vice President, Vice President, Dean, Director, Provost)	_____ Date

Attachments: Description of Duties and Responsibilities
Table of Organization
Supervisor's attachment (optional)

University Associate General Counsel
Office of University General Counsel
Position Description

I. INTRODUCTION

Position reports directly to the Senior Vice President for Legal Affairs and University General Counsel and is responsible for the provision of all legal advice and services to University executives and operating units.

II. MAJOR DUTIES AND RESPONSIBILITIES

A. Legal Services 55%

1. Responsible for providing all legal services to the Board of Regents, administrators, and the staff of the University.
2. Provides advice and counsel to senior level executives and administrators on all legal matters.
3. Reviews and approves as to legality and form contractual documents relating to acquisition or transfer of interests in land.
4. Furnishes legal opinions as requested by the Board of Regents and senior level executives, including legal memoranda and opinions.
5. Performs legal research.
6. Prepares and reviews legal documents.
7. Assists clients in drafting rules and policies.
8. Provides training on legal interpretations and issues to University administrators/staff.
9. Attends Board of Regents meetings, as appropriate, to provide information, case summaries, status reports of specific cases, etc.

B. Representation in courts, Administrative Hearings, Arbitrations and Legal Proceedings 45%

1. Represents the University in federal and state court in all litigation matters, including, but not limited to, such matters as civil suits, torts, contracts, employment, discrimination.
2. Represents the University in administrative hearings in selected issues brought before the Hawai'i Labor Relations Board, controversial cases before the Labor Appeals Board, and complaints heard by the Hawai'i Civil Rights Commission. May represent the University at other administrative hearings with regard to issues of unemployment compensation, disability compensation, workers' compensation, particularly in cases having impact on University policy or legal interpretations.

3. May represent the University in selected grievance and interest arbitrations.
4. Meets regularly with clients to prepare for cases and keeps University administration apprized of major cases.

C. Other Related Duties

5%

1. Maintains case records/statistics.
2. Keeps abreast of current case law and legal developments.
3. Keeps abreast of University policies and procedures; federal laws, rules, regulations, codes, and executive orders; State statutes, rules and executive directives.
4. Keeps the University General Counsel apprized of significant cases and projects.
5. Attends meetings with the President of the University, Board of Regents and University executives.
6. Provides status reports and responds to inquiries.

III. MINIMUM QUALIFICATION REQUIREMENTS

Law degree from an accredited school of law, admission to the Hawai'i State Bar, Federal District Court, and eight years as a licensed attorney. Experience must have included civil litigation, trial and appellate practice. Ability to communicate effectively with diverse constituents in higher education.

IV. DESIRABLE QUALIFICATIONS

Experience in legal issues facing public institutions of higher learning, including, but not limited to, litigation, contract administration, affirmative action, conflicts of interest, student affairs, athletics, intellectual property, human resources and employment issues, academic freedom, tenure issues, and University-Foundation related matters.



Date of Interview: July 26, 2012
Interviewee: Vince Baldemor
Fact-Finder Conducting Interview:

1. I, Vince Baldemor, was interviewed by [redacted] on Thursday, July 26, 2012.

2. The interview was conducted in a conference room on the first floor of the Athletics Department.

3. [redacted], an associate of [redacted] was present at the interview.

4. [redacted] explained that he had been appointed by the University to conduct a fact-finding investigation concerning the cancelled [redacted] benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012, to prepare a report, and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood ("Greenwood") and the University's Board of Regents. [redacted] advised me that he is an attorney in private practice with the law firm of [redacted]. I understand that he is not representing the University as its attorney in this matter.

5. [redacted] disclosed that my statements in this investigation could be used in the University's disciplinary process if the University determines that a violation of its policies has occurred.

6. The confidential nature of the investigation was explained and I was asked to refrain from discussing the investigation with those who do not have a legitimate reason to know about the investigation. I was advised that the facts gathered during the investigation, including the facts I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that such information and the fact-finding report may become available during the review process, grievance, arbitration or legal process.

7. I am the President of 'Ahahui Koa Anuenue ("AKA"), which is a University of Hawaii Foundation (the "Foundation") entity. I am an employee of the Foundation. AKA is a fundraising organization that supports the University of Hawaii at Manoa athletics. I have had this position for nine years.

8. AKA is a 501(c)(3) entity and is an affiliate partner with the Foundation. All AKA employees are employees of the Foundation.

9. As the President of AKA, I report to the Board of Directors of AKA, the Athletic Director and the President of the Foundation.

10. My job responsibilities include fundraising to support athletics.

11. The following people report to me: (1) Carol Gouveia ("Gouveia") (ticketing), (2) David Estermann (ticketing), (3) Wayne Vieira (ticketing), (4) Kim Fujiichi (booster club

activities), (5) Joyce Lau (booster club activities), and (6) Kelvin S hoji (planned gifts and endowments).

12. All fundraisers are first established by the department. The department initiates the fundraiser. The department discusses with AKA the fundraising plan and determines if the dates are available. The department discusses with the Athletic Director to determine if the Athletic Director is available on the date.

13. Typically, approval for a fundraiser is not required; the department needs to coordinate to ensure peoples' schedules work. Approval for a fundraiser might be required if it is large, such as the 100th anniversary of University of Hawaii football.

14. AKA would ask the General Counsel's office if certain fundraisers are legal. For example, AKA confirmed with General Counsel's office about having a casino night. AKA asked if there was any problem with having a casino night. Other than that, no other department is involved.

15. The Foundation website has policies relating to the Foundation, but there are no policies regarding appropriateness or approval of fundraisers.

16. AKA must be compliant with NCAA policies.

17. I do not know how the University became involved in the concert deal.

18. Sheriff was the "point person" for the concert deal.

19. I first learned about the concert on April 17, 2012. I received an email from Sheriff regarding a meeting with AKA.

20. I attended a meeting with Sheriff, but I could not answer any of Sheriff's questions about the event because I did not have any knowledge of the concert. Sheriff asked if AKA could sell tickets and take in money. I did not know the answer to this.

21. I do not know who on the side of the University was responsible for negotiating the deal points for the concert.

22. I do not know who came up with the idea that the concert would be a benefit for the Athletics Department.

23. No University policies applied to AKA for this concert because all credit card orders were taken to the ticket office for processing and depositing. AKA did not take in any money. As a result, disbursing policies were not triggered because no payments were made from AKA.

24. showed me an email string from Sheriff to me sent on April 17 and 18, 2012. Exhibit A. I recall receiving this email from Sheriff. Sheriff wanted to determine

how to pay the artist because he could not pay from the Athletics Department. Sheriff asked if AKA would pay from AKA funds. Sheriff attached a budget of the concert.

25. showed me an email from Sheriff to me and others sent on May 15, 2012. Exhibit B. On May 18, 2012, I attended a meeting with Sheriff, John McNamara, Teri Chang, and Walter Watanabe ("Watanabe"). Carl Clapp might have been present, but I do not recall. James Donovan ("Donovan") was not present. The meeting was an introduction to discuss the concert. I don't remember specifics of what was discussed. I believe we discussed how AKA would help sell tickets. We started to layout deadlines for ticket sales to AKA and corporate partners. Sheriff and gave us the deadlines for the ticket sales.

26. showed me an email from Sheriff to sent on May 30, 2012. Exhibit C. Mangers and higher ups were at the May 18, 2012, meeting. No administrative people were present.

27. showed me an email from Sheriff to me and others sent on May 31, 2012. Exhibit D. I recall receiving this email. Sheriff told us what the ticket limits were for each group. There was a change in the concert date, but this did not raise any red flags. This was better because it gave us more time.

28. showed me an email from Sheriff to me sent on June 10, 2012. Exhibit E. The email mentions a second meeting, but I did not attend a second meeting. I met only once.

29. showed me an email from me to sent on June 13, 2012. Exhibit F. Sheriff is the point person for the event. I believe that Sheriff had a relationship with . I would go to Sheriff for answers. I told , who wanted to donate air time for ads, to see Sheriff because he is the go-to guy for the concert. The bottom of the email references a meeting. This is an AKA Board meeting, not a concert related meeting.

30. showed me an email from Sheriff to John McNamara sent on June 14, 2012. Exhibit G. On the last page of the email is a draft AKA announcement. I did not prepare the draft announcement. I do not know who drafted the announcement. This is the normal process. Someone sends AKA a draft announcement and AKA revises it.

31. showed me an email from Gouveia to Sheriff sent on June 15, 2012. Exhibit H. AKA was asking Sheriff to ask Donovan to review and approve AKA's announcement. In this case, AKA did not directly ask Donovan to review and approve the announcements. There was a direct line between Sheriff and Donovan and AKA followed those procedures.

32. showed me an email from Gouveia sent on June 15, 2012. Exhibit I. The email discusses a letter and order form approved by Sheriff and Watanabe. What Gouveia means in the email is that Sheriff and Watanabe were informed of the letter and order form, but they did not approve them. The letter and order form was sent via email to AKA members on the Saturday after June 15, 2012.

33. showed me an email from to Sheriff sent on June 16, 2012. Exhibit J. This email string includes the email blast that went out to the AKA members. I did not decide on the deadline dates for the orders. Sheriff told me the deadlines. The deadlines were based on the contract and the ticket money would be used to make an advance payment. AKA funds were not being used to make a prepayment to the artist.

34. showed me an email from string that included emails sent on June 18 and 19, 2012. Exhibit K. I received a lot of phone calls on Monday, June 18, 2012, from University staff. The staff wanted to order tickets. I forwarded the AKA email to the staff. Then I realized that there might be State ethics considerations involved and I retracted my email and said that staff cannot preorder tickets.

35. showed me an email string that included an email from Sheriff to Clapp sent on June 22, 2012. Exhibit L. There is a reference to a \$200,000 mark. That was the payment needed to secure the artist. Sheriff told me that the University had to pay \$200,000 by a certain date.

36. showed me an email sent on June 26, 2012. Exhibit M. This was a second email blast to the Letterwinners Club Members, a booster club.

37. showed me an email from Carol Gouveia to Sheriff and others sent on June 26, 2012. Exhibit N. I wanted to offer complimentary parking to the high end ticket purchasers. I discussed parking for these purchasers at a meeting.

38. showed me a copy of a document called Engagement Memorandum Agreement. I have never seen this document before this interview. I had no role in negotiating the terms of this agreement. I do not know anything about it.

39. showed me a copy of a document called a Facilities Services Agreement. I have never seen this document before this interview. I had no role in negotiating the terms of this agreement. I do not know anything about it.

40. showed me paragraph 10 of the Facilities Services Agreement regarding insurance for non-performance by . I have never heard of an insurance provision.

41. showed me paragraph 5.A. of the Facilities Services Agreement regarding pre-sale tickets. I have never seen this provision before this interview. AKA would support a fundraiser for athletics.

42. AKA was not involved in the negotiations of the Facilities Services Agreement.

43. I was not involved in the making of the \$200,000 wire transfer payment.

44. I learned on either July 9 or 10, 2012 that the concert would not go forward. At this time tickets were already sold. I was shocked when I heard this.

45. I met and spoke to _____ only once, which occurred at the meeting on May 18, 2012.

46. I met and spoke to _____ only once, which occurred at the meeting on May 18, 2012.

47. I would not have received any benefit from the concert going forward.

48. I am not aware of anyone who would personally benefit from this concert going forward.

49. _____ asked if there was anything else I would like to add and I did not have anything to add at the conclusion of the interview.

The foregoing is a true and accurate summary of my statement to the fact-finder.

VINCE BALDEMOR

Date

RE: - 8/11/12

Baldemor, Vince [vince@koaanuenue.org]

Sent: Wednesday, April 18, 2012 4:24 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Can you provide a budget for the concert so I can schedule a meeting with you and others to take next steps? Thanks.

Vince

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Tuesday, April 17, 2012 5:11 PM

To: Baldemor, Vince

Subject: Fwd: - 8/11/12

Vincent,

It looks like the \$50,000 would be a down payment on the artist. All other expenses would be paid by the ticket sale revenue. The promoter would run everything and has asked us to promote through UH marketing trade, and ticket holder lists. He would ask a fee to coordinate everything, but it would be billed as a 100% UH Athletic Fundraiser.

Read the email string and let me know what you think.

Rich

----- Forwarded message -----

From: < >

Date: Tue, Apr 17, 2012 at 11:50 AM

Subject: Re: - 8/11/12

To: rsheriff@hawaii.edu

No ... I had thought that would be the Athletic Department ..

However...

Perhaps the alumni association would get involved but my experience is once a committee of any kind gets involved ... it falls apart.

or

I could possibly come up with the 50k via a partner ... but that would get me away from 100% athletic benefit.

I might be able to come up with the 50k ... but I would like to get it back out of cash flow.

Exhibit A

I would be the "promoter" on paper ... but the credibility of the Athletic Department gives me a Charitable rate in all media. In other words "a lot more bang for our bucks".

I would like the Department to be "face" of the benefit.

I had looked forward to getting a slot in the department and manage an ongoing revenue source for you.

All I can tell you this extraordinary deal I have negotiated is a because I have presented it to the act as a benefit ... the behind the scene deal can be just our business.

I want to make this happen ...

In a message dated 4/17/2012 11:10:10 A.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

Is the binder something you are taking care of?

Rich

On Tue, Apr 17, 2012 at 9:56 AM, <_____> wrote:
Sounds like we can make it work. ...

My desire is to make this a 100% Athletic department fundraiser. I would work for a fee (TBA). I can pay the expenses incrementally so other than the 50k binder ... we can take expenses of cash flow at the box office.

The 50K will go into a escrow account.

As we previously discussed I would "promote" it ... You would support it thru normal UH channels ... web sites ... VIP alumni packages ... press releases / participation in press conference, etc

You don't have to ask anyone for permission ... 8/11/12 is booked at the arena with a wrestling match.

So I am "compelled" to seek another venue ... i.e. the Stan Sheriff Center

My goal is to make this the first in a fundraising series.

In a message dated 4/17/2012 9:14:13 A.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

I, sorry I didn't get back to you yesterday. Jim has been in California for meetings. I just met with him this morning. We want to have the concert on the SSC, but due to some state procurement laws we will not be able to promote it. As I see it we now have a few options. We will either ask for a percentage or flat fee and have you handle everything.

1. We figure out a way to call it an Athletic Fundraiser.
2. I talk to the city to see if we can use one of our verbally agreed upon waivers from going thru the Department of Planning and Permitting traffic mitigation plan approval process.
3. We submit the event for DPP approval.

Let me know what you think.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: _____
Date: Tue, Apr 17, 2012 8:20 am
Subject: - 8/11/12
To: <rsheriff@hawaii.edu>

Good morning

Please take a hard look at the _____ agreement.

This is the product of months of negotiation.

I have to point out that it is the impeccable credibility of the Athletic Dept that we would be allowed by an artist of the caliber ... to go forward with an event based on a signed contract and 10% down.

Please talk to the AD so we can move forward.

Regards,

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Presale Meeting

Baldemor, Vince [vince@koaanuenue.org]

Sent: Tuesday, May 15, 2012 4:27 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

I'm available Friday...

Vince Baldemor
President
Ahahui Koa Anuenue
University of Hawaii-Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

808-956-4319 direct line
808-956-4598 fax

On May 15, 2012, at 11:22 AM, "Richard Sheriff" <rsheriff@hawaii.edu> wrote:

> Please let me know your availability on Friday May 18th or Monday May 23 for a
> meeting regarding presale of tickets for a UH Athletic Department Benefit Concert.
>
> Thanks,
>
> Rich
> --
> Richard Sheriff
> Manager - Stan Sheriff Center
> University of Hawaii
> 1355 Lower Campus Road
> Honolulu, Hawaii 96822
>

Exhibit B

Re: (no subject)

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Wednesday, May 30, 2012 11:38 AM

To:

All most everyone was at that meeting. Listed below are the groups that we have targeted.

Boosters - Vince Baldemor - AKA President -
vincentfb@hawaii.edu
(808)956-4319

Corporate Sponsors / HMail Club - John McNamara- Assoc. AD
External Affairs

"John McNamara"
<johnpm@hawaii.edu>
(808)956-9201

Season Ticket Holders/UH Athletic Department Staff
- Walter Watanabe - Ticket Manager
"Walter Watanabe" <wtwatana@hawaii.edu>
(808)956-4483

AD's Cabinet - Jeannie Lee
"Jeannie Lee" <ljeannie@hawaii.edu>
(808)956-4495

UH Letterwinners Club - Chandra "Chacha" Kinilau
kinilau@hawaii.edu
(808)956-6523

Are you going to produce an electronic flyer for us to send out to these

Exhibit C

groups?
Let me know if you need anything else.

Rich

On Wed, May 30, 2012 at 11:09 AM, <_____>

wrote:

Rich ...

It's time to start a dialogue with the Booster / Alumni groups ...

Could you give me a list of people we should work with ...

Names / phone numbers / email addresses and perhaps an introduction

Thank you

=====

I need to go over our "holds" with the seating charts

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, May 31, 2012 5:34 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [jeannie@hawaii.edu]

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

- AKA Members
- Corporate Partners
- AD's Cabinet
- All Booster Clubs
- Season Ticket Holders
- H-Mail Members
- UH Athletics Department Staff

Exhibit D

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Sunday, June 10, 2012 3:46 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]

Here is the update!

We are very close to finishing the Benefit Concert contract. I would like to meet this week Tuesday or Wednesday regarding pre-sale tickets to all of our groups that support UH Athletics.

The concert is scheduled for Saturday August 18th. We are holding both Friday August 17th and Sunday August 19th as possible second show dates.

I would like to firm up our pre-sale plan.

() is producing an email flyer for UH to send out to our target groups. I would like us to send this flyer out this Friday or Saturday and start taking ticket reservations on Monday June 18th.

has asked me to let him know how many people we plan on targeting for the pre-sale. Can everyone send me the total numbers of members of the target groups (AKA, Corporate Partners, Booster Clubs Members, Season Ticket holders, UH Staff Members and H-Mail members). If I have forgotten anybody please include the in your response.

Can you let me know your availability for a meeting on Tuesday June 12th or Wednesday June 13th.

Thanks,

Rich

Exhibit E

On Thu, May 31, 2012 at 5:34 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

AKA Members
Corporate Partners
AD's Cabinet
All Booster Clubs
Season Ticket Holders
H-Mail Members
UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

RE:

Baldemor, Vince [vince@koaanuenue.org]

Sent: Wednesday, June 13, 2012 2:33 PM

To:

Cc: rsheriff@hawaii.edu

– Thanks for the support. Rich Sheriff is the point on the event and can let us know how to best promote the concert. We will have more details once everything is finalized but this will be a big event for UH Athletics and appreciate anything you can do to help.

Thanks also for attending today's meeting. Talk with you soon.

Vince

From:

Sent: Wednesday, June 13, 2012 2:06 PM

To: Baldemor, Vince

Subject:

Vince-

would love to help out in the promotion of the concert at UH (date?). We would also love to have him come in for an interview (or go do the interview at wherever is convenient). Let me know how we can help out. IF there is a commercial that his team had that simply needs to be tagged, great. If not, maybe they will create one, or provide footage that we can use to create a :15 or :30 ad.

Exhibit F

Re: Special Benefit for UH Corporate Partners

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 14, 2012 4:31 PM
To: John McNamara [johnpm@hawaii.edu]
Cc: Walter Watanabe [wtwatana@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Carol Gouveia [cgouveia@hawaii.edu]; Baldemor, Vince [vince@koaanuenue.org]
Attachments: AHAHUI KOA ANUENUE members.doc (21 KB)

John,

Take a look at the AKA announcement, I think we should add some language in yours announcement about the Meet & Greet reception for the \$250 tickets.

Rich

On Thu, Jun 14, 2012 at 4:15 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

John,

If ever group buys the maximum what would be the total number of seats we are talking about?

R

On Thu, Jun 14, 2012 at 4:00 PM, John McNamara
<johnpm@hawaii.edu> wrote:

Looks good to me.

Is the arena seating schematic available?

Also, are you okay with the maximum ticket numbers in the e-mail below to the Corporate Partners?

Exhibit G

Thanks,

John

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, June 14, 2012 3:57 PM
To: John McNamara
Cc: Walter Watanabe; Baldemor, Vince; Brent Inouye; Aaron Mandich; Cory Enriques
Subject: Re: Special Benefit for UH Corporate Partners

John,

Can you review the event flyer and let me know what kind of changes you might want.

Rich

On Thu, Jun 14, 2012 at 2:15 PM, John McNamara <johnpm@hawaii.edu> wrote:

Please proof the "draft" e-mail below to the UH Corporate Partners and contact me with any revisions.

I have not yet received the attachments but they will be included in the e-mail blast to the Corporate Partners tomorrow.

Mahalo,

John

UH Corporate Partners,

We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on **Saturday, August 18**, in a special concert that will serve as a fundraiser for the UH Athletics Department (**see attached flyer**). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats.

There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (**see attached arena schematic**).

Based on your UH Corporate Partner level, you will be able to secure the following **maximum** number of tickets:

Diamond	40
Platinum	32
Koa	24
Kaimana	16
Kula	12
Makana	10

Ohana

10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

[http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?
tab=corporatepartnerprogram](http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corporatepartnerprogram)

We will need to receive a **firm** ticket number from you by **Wednesday, June 27**. After that date, you will be contacted about payment.

Please contact **Cory Enríques**, UH marketing assistant, at **956-9201** or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show,

John, Brent, Aaron, & Cory

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff

Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

AHAHUI KOA ANUENUE members,

We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the **Stan Sheriff Center on Saturday Evening, August 18, 2012** in a special concert that will serve as a benefit for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for AKA Members, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats. There are five different ticket prices, including;
\$250 includes a meet and greet reception with _____ in the Ed Wong Oceanic Business Class Lounge with food and beverages provided, \$125, \$99, \$85, & \$70 (see attached arena schematic).

We will start taking presale ticket reservation Monday June 17 on a first come first served basis. We will need to receive a firm ticket number from you by Wednesday, June 27 in order to prepare for the public sale.

Please contact return the attached order form or contact Carol Gouveia, AKA, at 956-6500 or XXXXXX@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, Vince, Carol, David, Kelvin & Wayne

Re: Concert Announcement

Carol Gouveia [cgouveia@hawaii.edu]

Sent: Friday, June 15, 2012 10:44 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: vincentb@hawaii.edu; Baldemor, Vince [vince@koaanuenue.org]

Good morning Rich,

I have drafted an email and order form and will be sending it to Vince for changes; will forward to you when approved. We also need confirmation that Jim approves.

Mahalo!

Carol.

Caroline M. A. Gouveia
Director, Premium Seating & Parking
` Ahahui Koa Anuenue
University of Hawai`i-Manoa Athletics
1337 Lower Campus Rd.
Honolulu, HI 96822
Phone: 956-6500 Fax: 956-4598
give online at www.KoaAnuenue.org

On Fri, Jun 15, 2012 at 10:33 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Carol / Vince - Please see the attached concert announcement. If you are planning to allow order by fax I will help you with an order form unless you already have something else you would like to work from.

Let me know.

Thanks,

Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Exhibit H

Concert

Carol Gouveia [cgouveia@hawaii.edu]

Sent: Friday, June 15, 2012 6:19 PM

To: Vince Baldemor [vince@KoaAnuenue.org]

Cc: Rich Sheriff [rsheriff@hawaii.edu]; Walter Watanabe [wtwatana@hawaii.edu]; Teri Chang [teric@hawaii.edu]

Attachments: LSP EMAIL D~1.docx (13 KB); - Order Form.doc (272 KB); Floor
Seatin~1.xls (36 KB); _Save_The_Date.jpg (51 KB)

Please see attachments for you to e-mail to all Sport Package donors. The letter and order form approved by Rich and Walter; let me know asap if any changes.

Enjoy your weekend!

Carol.

Caroline M. A. Gouveia
Director, Premium Seating & Parking
` Ahahui Koa Anuenue
University of Hawai`i-Manoa Athletics
1337 Lower Campus Rd.
Honolulu, HI 96822
Phone: 956-6500 Fax: 956-4598
give online at www.KoaAnuenue.org

Exhibit I

June 15, 2012

Aloha AKA Sport Package Members,

University of Hawaii Athletics is thrilled to announce that the legendary _____ will be performing at the Stan Sheriff Center on Saturday, August 18, 2012 in a special fundraising concert that will benefit the UH Athletics Department (see attached flyer). This rare concert in Hawaii is produced in association with _____

As a special thank you for your support, UH athletics is pleased to offer you, a most valued AKA Sport Package donor, the opportunity to secure the best seats available for this concert in advance of opening ticket sales to season ticket holders and the general public. Tickets are priced at \$250 (floor seats, includes VIP Reception in the Ed Wong Hospitality Suite), \$125, \$99, \$85 and \$70 plus a \$10 handling fee per ticket (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Seats at the \$250 level are limited to six (6) seats per Sport Package, based on availability and, if you are interested, orders should be placed as soon as possible. All other seats are limited to twenty (20) seats per Sport Package.

Pre-sale orders to Sport Package donors begin on Monday, June 18th and must be received by Friday, June 22nd to retain Sport Package priority for seat assignment. Ticket sales to all UH season ticket holders will begin on Saturday, June 23rd. MasterCard or Visa credit card payments accepted; no checks. Seats will be assigned by Sport Package priority and tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to AKA at 956-4598 or e-mail carol@KoaAnuenue.org to place your order. Contact the AKA office at 956-6500 should you have any questions or need assistance.

As we continue to work towards upgrading our program and adding benefits, we hope that offering you this opportunity to experience _____ up-front and in person demonstrates our sincere appreciation of your support. A sincere mahalo for all you do for our program!



Concert
August 18, 2012

Sport Package Ticket Order Form

Deadline: June 22, 2012

Member Name _____ Day phone _____

Address _____ CSZ _____

Floor Seats (limit 6 tickets, includes VIP Reception) _____ tickets @ \$260 (includes \$10 handling fee) = \$ _____

Limit of 20 seats per account for:

Remainder of Floor Seats & Riser to Row 13 _____ tickets @ \$135 (includes \$10 handling fee) = \$ _____

Lower Level Row 14 to Upper Level Row 7 _____ tickets @ \$109 (includes \$10 handling fee) = \$ _____

Upper Level Row 8-14 _____ tickets @ \$95 (includes \$10 handling fee) = \$ _____

Upper Level Row 15-17 _____ tickets @ \$80 (includes \$10 handling fee) = \$ _____

**Note: Seats will be assigned by Sport Package
Priority Order, Best Available**

TOTAL	\$ _____
-------	----------

CREDIT CARD PAYMENTS ONLY

Charge my credit card \$ _____

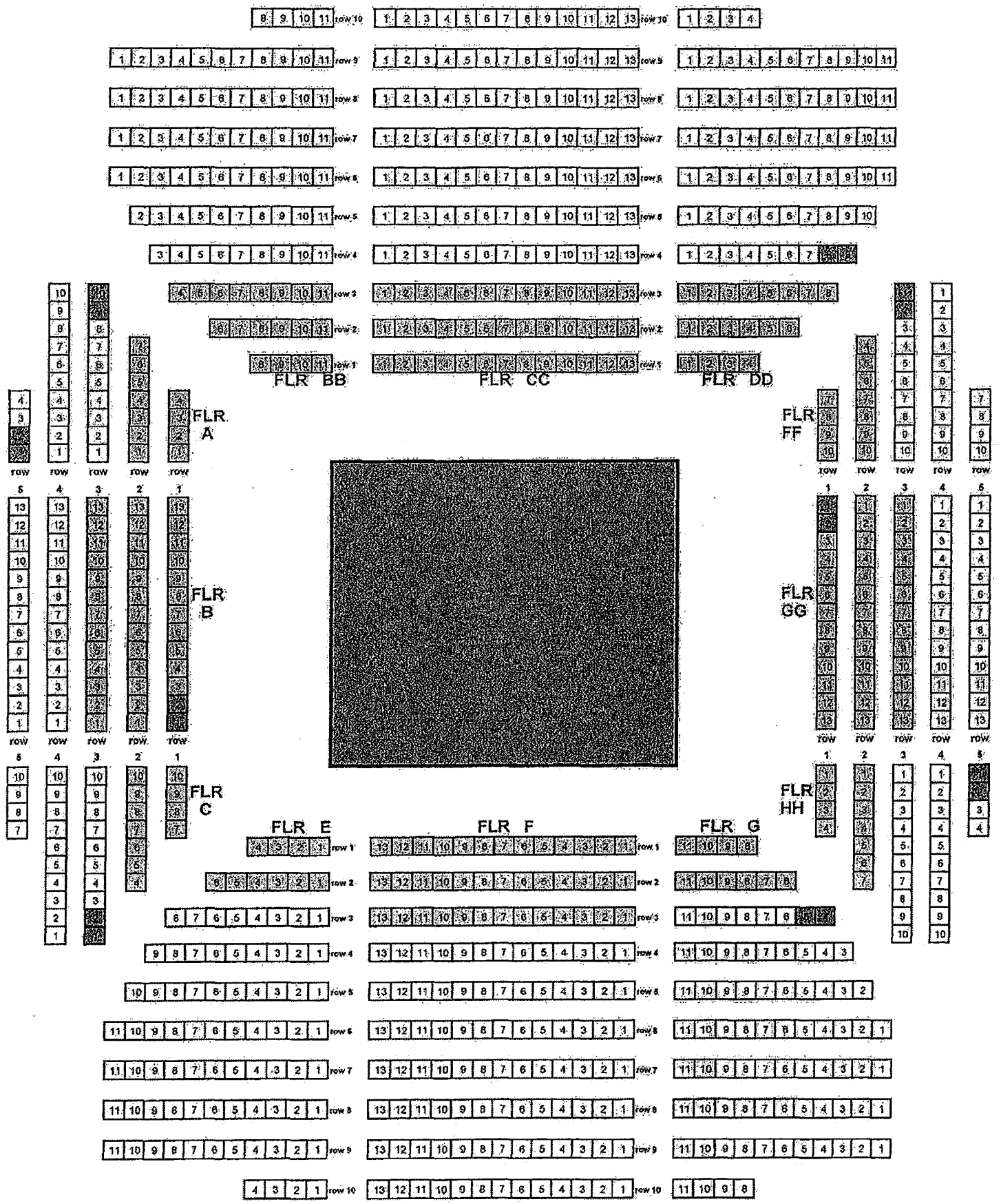
___ Visa ___ Master Card Acct. # _____ - _____ - _____ Exp date ____ / ____

Authorized signature _____ Date _____

Name on credit card _____

DEADLINE: ORDERS MUST BE RECEIVED BY FRIDAY, JUNE 22, 2012

Return form to:
carol@KoaAnuenue.org
Or
Fax to (808) 956-4598



SAT. AUGUST 18 8PM
Stan Sheriff Center
A Benefit Concert for UH Athletics

**Support our teams and experience the excitement of
a rare performance in Hawaii by this legendary performer!**

No Flash Cameras. In association with 

RE: * August 18, 2012 * Stan Sheriff Center

Sent: Monday, June 18, 2012 8:15 AM
To: Richard Sheriff [rsheriff@hawaii.edu]

Thanks. We have worked with _____ in the past.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Monday, June 18, 2012 8:14 AM
To:
Subject: Re: * August 18, 2012 * Stan Sheriff Center

That is great news. I will forward your contact info to _____ who is helping UH coordinate this event.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Mon, Jun 18, 2012 7:59 am
Subject: * August 18, 2012 * Stan Sheriff Center
To: "rsheriff@hawaii.edu" <rsheriff@hawaii.edu>

Rich-

As I told Vince, _____ would like to help out on the publicity for this event. We could create an ad or have _____ 's camp provide an ad to air...

From: Baldemor, Vince [mailto:vince@koaanuenue.org]
Sent: Saturday, June 16, 2012 1:16 PM
To: Baldemor, Vince
Subject: * August 18, 2012 * Stan Sheriff Center

June 16, 2012

Exhibit J

Aloha to the AKA family,

University of Hawaii Athletics is thrilled to announce that the legendary will be performing at the Stan Sheriff Center on Saturday, August 18, 2012 in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawaii is produced in association with

As a valued donor and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of opening ticket sales to season ticket holders and the general public.

Tickets are priced at \$250 (floor seats, includes VIP Reception in the Ed Wong Hospitality Suite), \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Seats at the \$250 level are limited to six (6) seats per Sport Package, based on availability and, if you are interested, orders should be placed as soon as possible. All other seats are limited to twenty (20) seats per Sport Package.

Pre-sale orders to Sport Package donors begin on Monday, June 18th and must be received by Friday, June 22nd to retain Sport Package priority for seat assignment.

Ticket sales to all UH season ticket holders will begin on Saturday, June 23rd. MasterCard or Visa credit card payments accepted; no checks. Seats will be assigned by Sport Package priority and tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail carol@KoaAnuenue.org to place your order. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome to Hawaii!

Vince Baldemor
President
Ahahui Koa Anuenue
University of Hawaii-Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org

FW: * August 18, 2012 * Stan Sheriff Center

owner-athletics-l@lists.hawaii.edu [owner-athletics-l@lists.hawaii.edu] on behalf of Baldemor, Vince [vince@KOAANUENUE.ORG]

Sent: Tuesday, June 19, 2012 10:53 AM

To: athletics-l@lists.hawaii.edu

Dear UH Athletics – Please disregard previous email and order form for tickets. I will be sending you the appropriate process to follow and corrected order form on how to purchase tickets for the concert. I apologize for the inconvenience.

Vince

808.956.4319 office

808.391.0723 cell

From: owner-athletics-l@lists.hawaii.edu [mailto:owner-athletics-l@lists.hawaii.edu] **On Behalf Of** Baldemor, Vince

Sent: Monday, June 18, 2012 1:43 PM

To: athletics-l@lists.hawaii.edu; Gouveia, Caroline; Estermann, David; Shoji, Kelvin; kim@nakoa.org; Lau, Joycelyn; Vieira, Wayne

Subject: * August 18, 2012 * Stan Sheriff Center

Dear UH Athletics – If interested in tickets, please fill out the attached form and get it to Carol in the AKA office. Thanks.

Vince

SAT. AUGUST 18 8PM
Stan Sheriff Center
A Benefit Concert for UH Athletics
Support our teams and experience the excitement of
a rare performance in Hawaii by this legendary performer!
No Flash Cameras. In association with [redacted]

Exhibit K

June 16, 2012

Aloha to the AKA family,

University of Hawaii Athletics is thrilled to announce that the legendary _____ will be performing at the Stan Sheriff Center on Saturday, August 18, 2012 in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawaii is produced in association with _____

As a valued donor and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of opening ticket sales to season ticket holders and the general public.

Tickets are priced at \$250 (floor seats, includes VIP Reception in the Ed Wong Hospitality Suite), \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Seats at the \$250 level are limited to six (6) seats per Sport Package, based on availability and, if you are interested, orders should be placed as soon as possible. All other seats are limited to twenty (20) seats per Sport Package.

Pre-sale orders to Sport Package donors begin on Monday, June 18th and must be received by Friday, June 22nd to retain Sport Package priority for seat assignment. Ticket sales to all UH season ticket holders will begin on Saturday, June 23rd. MasterCard or Visa credit card payments accepted; no checks. Seats will be assigned by Sport Package priority and tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail: carol@KoaAnuenue.org to place your order. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome Stevie Wonder to Hawaii!

Vince Baldemor
President
Ahahui Koa Anuenue
University of Hawaii-Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org

From:
Sent: Monday, July 09, 2012 9:41 PM
To:
Subject: Fwd: (no subject)
Attachments: EscrowAccountDetails.doc

From: rsheriff@hawaii.edu
To: , cclapp@hawaii.edu, tkuraoka@hawaii.edu
Sent: 7/9/2012 6:37:51 P.M. Hawaiian Standard Time
Subj: Fwd: (no subject)

Below is the confirmation that the \$200,000 was sent out. It was sent to the attached account. I will see if Carl or Tiffany have any other documentation on the wire transfer that they can send you.

Rich

----- Forwarded message -----
From: Richard Sheriff <rsheriff@hawaii.edu>
Date: Mon, Jul 9, 2012 at 6:29 PM
Subject: Re: (no subject)
To: _____

Paul Kobayashi pyk@hawaii.edu

Jun 26 (13 days ago)
to Carl, Tiffany, Michele, me, Walter

The wire payment for the deposit went out this morning and confirmed by the bank.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Exhibit L

Office: 956-7161

Direct: 956-5445

Fax: 956-9497

From: Carl Ciapp [mailto:cclapp@hawaii.edu]
Sent: Monday, June 25, 2012 10:56 PM

To: Paul Kobayashi
Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe
Subject: Re: Payment to for Benefit Concert

Mahalo!

Carl

On Mon, Jun 25, 2012 at 12:51 PM, Paul Kobayashi <pyk@hawaii.edu> wrote:

Aloha Carl,

Sorry for the delay in responding. We are five days away from fiscal year-end and the start of the new Kualii Financial System so it has gotten quite hectic with a lot of non-routine issues occurring – all at the same time. I wanted to confirm I received your request. Spoke with Tiffany today and we think we have a plan of action to get this done and to expedite. We will keep you posted.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Office: 956-7161

Direct: 956-5445

Fax: 956-9497

From: Carl Clapp [mailto:cclapp@hawaii.edu]

Sent: Monday, June 25, 2012 8:54 AM

To: Paul Kobayashi

Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe

Subject: Re: Payment to for Benefit Concert

Paul,

Good morning!

We have reached the point where the transfer/check is needed today. Tiffany is working with our Ticket Office to identify the account that the money is deposited into. How can all of us work together to accomplish this? This is an extraordinary opportunity for the Athletics Department to make a significant amount of money. I anticipate, if this opportunity is successful, that the Athletics Department will maximize the use of Stan Sheriff Center by occasionally allowing outside groups to use the facilities when it "benefits" UHM.

Thank you for your follow up with this and all of us are available to assist you.

Carl

On Fri, Jun 22, 2012 at 11:57 AM, Carl Clapp <cclapp@hawaii.edu> wrote:

Paul,

How can Tiffany and I assist you so that we can have this wire transfer/check ready to go in a timely manner?

We are facilitating the promoter with this concert that will benefit UHM Athletics and we have the opportunity to receive a significant amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: Richard Sheriff <rsheff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to _____ for _____ Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@kozaanvenue.org>, Walter Watanabe <wtwatana@hawaii.edu>

Carl

Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everthing in place to either wire transfer or have a check cut to overnight mail to the Ercow Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

-

Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

-

Carl R. Clapp

University of Hawaii at Manoa

----- Forwarded message -----

From: "Paul Kobayashi" <pyk@hawaii.edu>

Date: Tue, Jun 26, 2012 10:36 am

Subject: Payment to for Benefit Concert

To: "Carl Clapp" <cclapp@hawaii.edu>, "Tiffany Kuraoka" <tkuraoka@hawaii.edu>

Cc: "Michele Inouchi" <mkamina@hawaii.edu>, "Richard Sheriff" <rsheriff@hawaii.edu>, "Walter Watanabe" <wtwatana@hawaii.edu>

The wire payment for the deposit went out this morning and confirmed by the bank.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Office: 956-7161

Direct: 956-5445

Fax: 956-9497

On Mon, Jul 9, 2012 at 6:00 PM, <_____> wrote:

From: _____

To: _____

Sent: 7/9/2012 5:43:06 P.M. Hawaiian Standard Time

Subj: Re: (no subject)

I am at an ESPY event and cannot open the files on my blackberry. Will review them with management tomorrow

From: _____ [mailto:_____]

Sent: Monday, July 09, 2012 08:37 PM

To:

Subject: (no subject)

This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use dissemination, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please e-mail us at _____ or call _____

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

*** August 18 * Stan Sheriff Center**

Garlach, Stacia [Stacia.Garlach@uhfoundation.org]

Sent: Tuesday, June 26, 2012 1:11 PM

To: uhletwin@gmail.com

Attachments: concert seating price levels.pdf (272 KB) ; ~1.pjpeg (51 KB) - Booster Cl~1.pdf (16 KB) ; 80CFB50B-3757-4D02-9BE7-

Aloha! Please see message below from AKA President Vince Baldemor.

Thank you,
Stacia

Stacia Garlach

Director of Marketing & Communication, Alumni Relations

University of Hawai'i Foundation | 2444 Dole Street | Bachman 101 | Honolulu, HI 96822 | T 808.956.4551

<http://www.uhfoundation.org> | <http://uhalumni.org>

June 26, 2012

Dear Letterwinners Club Members,

University of Hawai'i Athletics is thrilled to announce that the legendary _____ will be performing at the Stan Sheriff Center on Saturday, August 18, 2012, in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawai'i is produced in association with _____

As a valued booster club member and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of ticket sales to the general public. Please send this form to your memberships and encourage them to purchase their tickets as soon as possible. Demand is high and this concert is expected to sell out.

Tickets are priced at \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Orders must be received at the AKA office by **this Thursday, June 28**, to ensure priority seating. Ticket sales to all UH season ticket holders began on Saturday, June 23, but AKA has an allotment of seats for booster club members. MasterCard or Visa credit card payments accepted; no checks. Tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail Carol@KoaAnuenue.org to place your order. The deadline for the tickets on the order form has been extended to Thursday, June 28. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome _____ to Hawai'i!

Vince Baldemor
President

Exhibit M

Ahahui Koa Anuenue
University of Hawai'i at Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

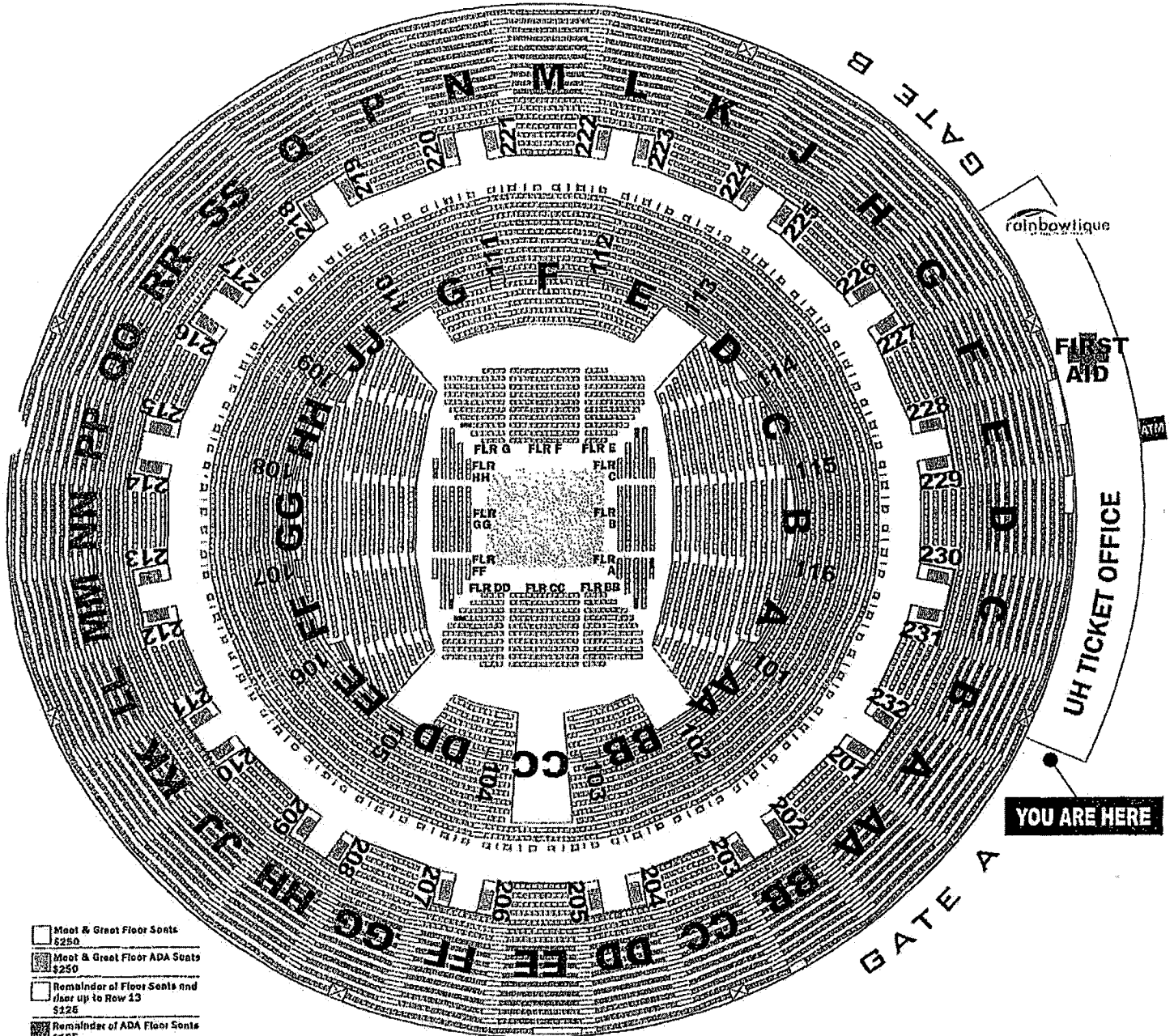
808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org



STAN SHERIFF CENTER

UNIVERSITY OF HAWAII



- Mezz & Great Floor Seats \$250
- Mezz & Great Floor ADA Seats \$250
- Remainder of Floor Seats and floor up to Row 13 \$125
- Remainder of ADA Floor Seats \$125
- Lower Level Row 14 to Upper Level Row 7 \$89
- Upper Level Rows 8-14 \$55
- Upper Level Rows 15-17 \$70

SECURITY
ENTRANCE
(GROUND LEVEL)



CONCERT

Stan Sheriff Center Arena

August 18, 2012

Booster Club Member Ticket Order Form

Name _____ Day phone _____
Address _____ City/zip _____
Email _____

Limit of 8 tickets, prices include \$10 handling fee per ticket

Floor seats (limited seating available)	__XX__ tickets @ \$260 = \$ SOLD OUT
Remainder of floor seats & Riser to Row 13	___ tickets @ \$135 = \$ _____
Lower Level Row 14 to Upper Level Row 7	___ tickets @ \$109 = \$ _____
Upper Level Row 8-14	___ tickets @ \$95 = \$ _____
Upper Level Row 15-17	___ tickets @ \$80 = \$ _____
	TOTAL DUE \$ _____

CREDIT CARD PAYMENTS ONLY

Visa ___ MasterCard Acct. # _____ - _____ - _____ Exp date ___/___

Authorized signature _____ Date _____

Name on credit card _____

DEADLINE: ORDERS MUST BE RECEIVED BY MONDAY, JUNE 25, 2012

Return form to:

Carol@KoaAnuenue.org, fax to (808) 956-4598 or visit

Ahahui Koa Anuenue Office, Room 307

Re: Meeting to Discuss Concert

Carol Gouveia [cgouveia@hawaii.edu]

Sent: Tuesday, June 26, 2012 5:02 PM

To: Richard Sheriff [rsheriff@hawaii.edu]; dnohara@hawaii.edu; Teri Chang [tch@hawaii.edu]

Cc: Vince Baldemor [vince@KoaAvenue.org]

2 p.m. Thursday, June 28 at first floor UHAD conference room
Have a good evening!

Caroline M. A. Gouveia
Director, Premium Seating & Parking
ʻAhaui Koa Avenue
University of Hawaiʻi-Manoa Athletics
1337 Lower Campus Rd,
Honolulu, HI 96822
Phone: 956-6500 Fax: 956-4598
give online at www.KoaAvenue.org

On Tue, Jun 26, 2012 at 4:53 PM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Carol,
What time?
Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: "Carol Gouveia" <cgouveia@hawaii.edu>

Date: Tue, Jun 26, 2012 9:01 am

Subject: Meeting to Discuss Concert

To: "Darryl Nohara" <dnohara@hawaii.edu>, "Teri Chang" <tch@hawaii.edu>, "Rich Sheriff" <rsheriff@hawaii.edu>

Cc: "Vince Baldemor" <vince@KoaAvenue.org>

Good morning,
Confirming meeting to discuss Concert scheduled for this Thursday, June 28 in UHAD Conference Room, first floor.
Mahalo,
Carol.

Caroline M. A. Gouveia
Director, Premium Seating & Parking
ʻAhaui Koa Avenue
University of Hawaiʻi-Manoa Athletics
1337 Lower Campus Rd,
Honolulu, HI 96822
Phone: 956-6500 Fax: 956-4598
give online at www.KoaAvenue.org

On Mon, Jun 25, 2012 at 2:45 PM, Darryl Nohara <dnohara@hawaii.edu> wrote:

Carol,

Thursday 2:00 PM only other day. Not available Friday.

Darryl



Darryl T. Nohara
Director • Auxiliary Services • Campus Services
University of Hawaiʻi at Mānoa
1951 East West Road • Honolulu, HI 96822

Exhibit N

Phone: 808.956.7819 • Fax: 808.956.9968

Email: djohann@hawaii.edu

www.hawaii.edu/auxent/auxiliaryservices/

From: Carol Gouveia [mailto:carolg@hawaii.edu]
Sent: Monday, June 25, 2012 11:12 AM
To: djohann@hawaii.edu; Teri Chang; Rich Sheriff
Cc: Vince Baldemor
Subject: Meeting to Discuss Concert

Good morning...

Vince would like to meet to discuss parking for

Concert. Please advise if you are able to meet this week at 2 p.m. either Tuesday, Thursday or Friday.

Please advise us to your availability.

Mahalo,

Carol.

Caroline M. A. Gouveia

Director, Premium Seating & Parking

Ahahui Koa Auenue

University of Hawai'i-Manoa Athletics

1337 Lower Campus Rd.

Honolulu, HI 96822

Phone: 956-6500 Fax: 956-4598

give online at www.KoaAvenue.org

Date of Interview: August 1, 2012

Interviewee:

Fact-Finder Conducting Interview:

1. I. was interviewed by on Wednesday, August 1, 2012.

2. The interview was conducted in a conference room at the offices of

3. explained that he was appointed by the University of Hawai'i ("University") to conduct a fact-finding investigation concerning the benefit concert at the Stan Sheriff Center (the "Center") that was scheduled for August 18, 2012; to prepare a report; and to submit the report to the decision-makers in this case, who are the University President, M.R.C. Greenwood and the University's Board of Regents. advised me that he is an attorney in private practice with the law firm of . I understand that does not represent the University as its attorney in this matter.

4. advised me that my statements could be used in the fact-finding report.

5. The confidential nature of the investigation was explained to me, and I was asked not to discuss the investigation with those who do not have a legitimate reason to know about the investigation. I advised that I did not intend to speak with the media. I was advised that all facts gathered during the investigation, including the facts that I provide, will be shared with those who need to know, such as the decision-makers and other responsible administrators, and that the information and the fact-finding report might become public.

6. I am a promoter and producer. I have been promoting and producing shows in Hawai'i for more than 40 years.

7. When I use the terms "produce" and "production," I mean that I do not put up the money to pay for the show. I am hired under a contract to put on the show for someone else. I am paid for my services.

8. When I use the terms "promote" and "promoter," I mean that I am putting up the money for the show. If the show is successful, I will share in the profits.

9. (" ") is my production company.

10. The benefit concert at the Center was supposed to be a production for the University.

11. In the 1970s, I produced a concert in Hawai'i for . In the 1980s, I was the promoter for a concert in Hawai'i. For this second show, the was 's agent.

12. For years, I had wanted to bring back to Hawai'i. At various times, I had tried to put something together, but the shows never worked out.

13. I knew that (" ") represented . I did not believe that 's representation was exclusive. My "booking bible" states that is self-managed.

14. In 2011, I was working with , who is a promoter in England, on various projects, including doing another Crater Festival at Diamond Head.

15. In this context, was brought up as a possible act, but he wanted \$1.1 million to do a show. A show at Diamond Head could not support such a high fee.

16. I was also looking into booking for a show on Maui. But I needed a second show on O'ahu to support the fee that was going to charge.

17. and I continued discussing and other acts. As our discussions continued, introduced me to , who was represented to be a principal with (" "). The transition from to occurred gradually and seemed natural to me. I cannot pinpoint a time when I stopped dealing with and started dealing with .

18. claimed to represent as his international agent and claimed to be dealing with , who I knew to be an attorney for ; who I knew to be a former president of ; and a third person who I was told was in direct contact with . I don't remember this third person's name.

19. I had never heard of or . To investigate 's claims and determine that was a legitimate agency, I checked

out and online and in the social media. I did this in 2011. I never met . Because had referred to me. I did not believe that any investigation was necessary.

20. Separately, I had always wanted to put on a show at the Center. I am a University graduate. And I believe that the Center is a wonderful and underused venue.

21. I had previously looked into putting on shows at the Center, but those shows did not pan out. I kept the Center in mind as a venue.

22. As my discussions with , I thought of putting on a show at the Center. I felt the Center was a perfect venue for a show because I could put him "in the round," meaning set up the stage on a large turntable in the middle of the Center, and have more than 10,000 available seats.

23. In March 2012, I approached Rich Sheriff about putting on a show at the Center.

24. I did not have a personal relationship with Mr. Sheriff. I had not previously worked with Mr. Sheriff. But I knew that he was the manager of the Center, and I had spoken with him casually at sporting events. In addition, Mr. Sheriff had shown me the Center before for various possible shows.

25. One of the shows that I had previously discussed with Mr. Sheriff was for . In 2008 or 2009, I had spoken with Mr. Sheriff about doing a benefit concert for U.S. Vets. Inc., which is a U.S. veterans group. Ultimately, the show did not happen.

26. When I reached out to Mr. Sheriff in March 2012, I had not seen him in years.

27. I did not know James Donovan. I might have met him. But we never worked together. And we do not have a personal relationship.

28. I did not know any of the other University employees who ultimately came to be involved with the benefit concert.

29. I wanted the concert to be a benefit for the University for several reasons. First, the University is my alma mater. I wanted to help. Second, I thought that presenting the concert as a benefit would make it easier to obtain City

approval for use of the Center. Third, I had to sell the benefit idea to [redacted]. I knew [redacted] wasn't going to perform a show at the same price for me as he would for the University. A benefit was the only way to have the kind of margins that I wanted. Finally, I needed access to the University's box office so that I could cover the artist's fees. I could not put on the show without the cash flow from the box office.

30. If this concert were successful for the University, I was interested in putting on more shows at the Center. In particular, I was interested in possibly being hired by the University as an employee and tasked with developing and putting on shows at the Center to earn additional revenue for the University. I hoped eventually to generate \$1,000,000 per year for the University through concerts at the Center.

31. Mr. Sheriff was immediately interested in the benefit concert idea. Mr. Donovan approved and wanted to pursue the idea. They wanted to profit more than a standard rental fee for the Center.

32. Mr. Sheriff was also receptive to making the production of shows a regular occurrence. No one promised me a job. The idea was that I would do the show, and then we would talk about going forward.

33. In the meantime, I was still negotiating with [redacted]. One issue was the transfer of money. [redacted] is based in Spain. I did not want to transfer money to a foreign account. [redacted] proposed using Florida as a depository. I don't recall why. It sort of just evolved. Perhaps it was because Florida was about midway between my time zone and [redacted]'s time zone.

34. I tried to set up an account in Florida, but the bank said that I would have to sign in person. I didn't want to fly to Florida.

35. We considered using [redacted]'s account. But he wanted to charge something like 1.5% of the transfer as a fee for the service.

36. [redacted] proposed using [redacted] of [redacted] (" [redacted]"). [redacted] offered to let us use his account without charge. I had never heard of [redacted] or [redacted]. I looked at [redacted]'s website, but I did not do anything to determine whether [redacted] and [redacted] were legitimate agents. There were no red flags. I knew we needed to be careful. I never met [redacted].

37. [redacted] and [redacted] entered into an agreement in May 2012. Exhibit I to this statement is a true and accurate copy of the agreement.

38. I negotiated the contract with . No one from the University was involved in any way.

39. The agreement contemplated two shows.

40. The total fees were a \$50,000 binder, a \$325,000 deposit due June 22, 2012 and a \$355,000 deposit due August 1, 2012.

41. These fees were for the Center and Maui shows. The total cost for the Center show was the \$50,000 binder and two \$200,000 deposits, for a total of \$450,000. did not require a separate binder for the Maui show.

42. The University knew that I was trying to do the Maui show as well.

43. The University also knew that there would be other expenses, such as airfare for . These expenses were supposed to come out of the box office.

44. It took a long time to get things done with the University. We lost the first dates that we were working with. But I was able to get new dates from and we went forward.

45. Throughout the discussions with the University, Mr. Sheriff was my primary point of contact. I knew that he was working with others at the University, including Mr. Donovan and lawyers. But Mr. Sheriff was the conduit for all communications.

46. Mr. Donovan might have been copied on emails. I do not remember. I had no calls or meetings with Mr. Donovan. I was supposed to meet with Mr. Donovan on April 25, 2012. The meeting did not happen. I don't know why.

47. I do not remember corresponding, speaking with or meeting Ryan Akamine. I do not know who he is.

48. I don't remember anyone else with the University.

49. I did attend a meeting at the University with various people on May 18, 2012. Mr. Sheriff was there. I don't remember who else attended. Exhibit 2 to this statement is a true and correct copy of what I understand to be the list of attendees.

50. We had to work through several issues. One issue was how to make the concert a benefit for the University. An idea was for the University and [redacted] to act as co-promoters. But this idea didn't work because of procurement issues.

51. Ultimately, Mr. Sheriff proposed a "hybrid" agreement pursuant to which I would rent the Center from the University. Instead of a flat fee, my rental fee would be a percentage of revenue from the concert. Originally, the percentage was going to be a share of net revenue. But to make sure the University earned something from the concert, Mr. Sheriff proposed that the rental fee be 75% of the net revenues or 10% of gross revenues, whichever amount was greater. There was no fee due before the concert. I agreed to these terms.

52. Another issue was the payment of the \$50,000 binder to [redacted].

53. We needed to pay the binder before we could start marketing tickets to boosters. Accordingly, the binder had to be paid out of existing cash.

54. Mr. Sheriff said that Mr. Donovan did not want the University to put up the binder money.

55. Mr. Sheriff and I talked about getting the money from boosters. But that idea didn't go anywhere.

56. I couldn't pay \$50,000. I tried different ways to get the binder. Eventually, I was able to obtain \$50,000 from [redacted], who is the accountant for friends of mine. I agreed to pay [redacted] \$10,000 in return for putting up the binder. I also agreed to give him a portion of my profits from the concert, though we didn't agree on any specific amount or percentage.

57. Mr. Sheriff knew that I had obtained the binder from a third party and that the binder would cost us \$10,000 as a show expense.

58. A third issue was the payment of the remaining \$400,000 artist's deposit, which had to be paid in two \$200,000 increments. We wanted to take the deposit out of cash flow—ticket sales—so there was no liability.

59. I had very little input on the contract terms. I had initially sent over a form contract that I had used for years. But the University drafted its own contract. It went through several drafts. I skimmed the terms.

60. I finally signed an agreement with the University in June 2012. Exhibit 3 to this statement is a true and correct copy of my agreement with the University.

61. One of the contract terms was cancellation insurance. I told Mr. Sheriff in April 2012 that I would get cancellation insurance. Cancellation insurance protects the promoter if the artist isn't able to perform the show. I wanted cancellation insurance for expenses and profit. My goal was zero possible liability for the University.

62. Including the insurance as a contract term and the timing of the insurance requirement were the University's ideas.

63. _____ was responsible for getting the cancellation insurance. To get cancellation insurance, I turned to CSI Special Event Insurance. I had worked with CSI for years. I contracted a guy there, _____, a long time before contract with the University was signed. _____ kept telling me that the insurance "would be here tomorrow." When the insurance did not arrive, _____ would tell me that it "just hadn't come yet." This is specialty insurance. Not every insurance company will write cancellation insurance. So I was just waiting.

64. I updated Mr. Sheriff about the cancellation insurance. I didn't update anyone else. He was the conduit for all information from me and all information to me. I assured Mr. Sheriff that the insurance was coming soon, that it was an ongoing process and that we were just waiting for a quote on how much we would pay. I was confident that the insurance was going to be in place.

65. The ticket sale dates were generally controlled by _____'s contract with _____ and _____. That contract contemplated sales to boosters and sales to the public on specific dates. Per my agreement with _____ and _____, no sales to the general public were supposed to occur until the first \$200,000 payment was made.

66. _____'s contract with _____ and _____ also required that money had to be in place as of a certain date. I was pushing the University to get the money to _____ so the deal didn't fall apart. We had the money from the box office. We needed to get the money to _____.

67. I knew the money went out from UH to _____ around June 25 or 26. The money went to an escrow account. That was important to me. The money had to go to _____'s people. I didn't verify that there were escrow instructions. I gave _____ approval to release the money. I was told that

's people got the money. I thought the money went to

68. I knew the insurance was not in place when the tickets went on sale. I knew the insurance was not in place when the University wired the money. But I wasn't really thinking about it. In my mind, the insurance was there, because I had done it hundreds of times before. It was just a matter of cost.

69. I did finally get a quote for the insurance. The quote was 1.5% or more of the face amount. That's really high. This was in early July 2012. I wanted to use additional box office money, as my contract with the University allowed, but the University refused. Mr. Sheriff told me that no additional expenses would be paid from the box office until we had cancellation insurance. The lawyers had made an issue of it. I couldn't get the insurance if I didn't have money to get it.

70. Exhibit 4 to the is statement is a true and correct copy of the insurance policy I could have obtained. I got a copy of the policy around July 10, 2012. But the policy was not put in place. By then, the University had already cancelled the concert.

71. I didn't want people to know how much money the University was going to make on the concert, because I was afraid that would find out and want "its cut."

72. Unfortunately, the University gave a press conference and announced how much money it would be making. As soon as I heard about that, I expected to get involved.

73. Pretty soon after that, contacted the University. I've known who is a principal with , for 25-30 years. He is usually the voice of reason.

74. In my opinion, just wanted money. With a little more time, the concert would have happened.

75. I believe that had known about the concert for weeks. It was all over the internet. got involved only when it found out how much money the University was going to make.

76. never told me that there was no deal to be made. I believe was negotiating. I still think there was a deal to be made.

77. But the University announced the concert was cancelled.

78. I wasn't consulted about cancelling the concert. I was told that there would be a staff meeting on July 9, 2012 and that I might receive a call. No one called me from the meeting.

79. Instead, two lawyers for the University called me. I told them not to cancel the concert and that cancelling the concert would jeopardize the deposit. They replied that the University wouldn't cancel the concert. I don't appreciate being lied to.

80. In the last conversations that I had with _____ and _____, they maintain that the money went to _____'s people.

81. _____ initially said that they would not refund the money because the University improperly cancelled the concert. But _____ has since said that if the University asks for the money, they will forward the request to _____'s people.

82. I relayed the message to the University.

83. I also advised _____ that I'm stepping out of it.

84. Everybody had the best of intentions and hoped to do this again in the future, a couple of times a year.

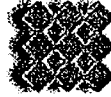
85. I tried to create a deal with minimum exposure to the University and maximum profit for the University.

86. Everyone worked hard a diligently and carefully

87. If this was a scam, I got scammed too. My money went first.

The foregoing is a true and accurate summary of my statement to the fact-finder.

Date 8/12/2012



As of 19 July 2012

PURCHASER

FOR: IN HONOLULU: THE UNIVERSITY OF HAWAII
ATHLETIC DEPARTMENT

FOR: IN MAUI: THE MAUI ARTS AND CULTURAL ENTER

MEMORANDUM OF UNDERSTANDING

Re: BOOKING AGREEMENT

ATTN:

The following is the agreement (the "Agreement") regarding the Booking Agent services of _____, located at _____, c/o agents _____ and _____ is hereby requested and authorized per _____ to book, engage, Booking Agent is represented by _____ of _____ Law Firm, hereinafter referred to as ("Booking Agent ") for its booking services in regard to book _____ for _____

AND

(hereinafter referred to as "Company(s), Buyer(s), Promoter(s)")

WITNESSED:

WHEREAS, Company(s) desires to retain, or continue to retain, the Booking Agent to provide certain services, and the Booking Agent is willing to provide such services, or continue to provide such services, to Company(s), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto, intending to be legally bound, hereby agree as follows but not limited to:

- 1. Engagement: The Company(s) hereby engages the Booking Agent, and the Booking Agent hereby accepts such engagement to act as a Booking Agent to the Company(s) on the terms and conditions set forth herein.

1(1.1) Company(s) hereby engages Booking Agent to provide services for Company(s) to assist Company(s) in securing an appearance and/or performance (the "Show") by the recording artist _____ hereinafter "Artist" and/or artist agent and/or authorized consultant artist representative, on a appearance and/or

Initials _____

Initials _____



performance on Friday, the 17th Day and Saturday, the 18th Day, the Month of August, the year 2012.

1.1. Company(s) hereby engages Booking Agent to provide services for Company(s) to assist Company(s) in securing a performance (the "Show(s))

1.2. LOCATION OF ENGAGEMENT:

1.2.1. UNIVERSITY OF HAWAII, HONOLULU, AND MAUI ARTS CENTER

1.3. DATE, TIME, LENGTH OF ENGAGEMENT:

1.3.1. Date: ~~Friday, 17th and Saturday, 18th Day of August, 2012~~

1.3.2. Length: ~~(TBD)~~

1.3.3. Show Time: ~~(TBD)~~

1.4. TYPE OF ENGAGEMENT:

1.4.1. CONCERT

1.5. Live Appearance and/or performance by ~~_____~~ with a

1.5.1. ADDITIONAL ARTIST ~~(TBD)~~

1.6. Sound Equipment, Sound Engineer cost ~~(TBD)~~

1.7. ADDITIONAL COSTS

1.7.1. FULL PAYMENT BOOKING FEES INCLUDE PAYMENT FOR Ground Transportation to & from airport. Buyer(s) agrees to provide a lawful, secure venue with all necessary permits to conduct the event. When applicable, promoter shall provide transportation in the way of plane ticket(s). All travel arrangements must be approved within fourteen (14) days prior the engagement.

1.8. Booking Agent shall negotiate all agreements, on behalf of the Company(s). Company(s) shall provide Booking Agent with funds in the amount of:

1.8.1. Seven Hundred and Thirty-Thousand, and Zero Dollars (USD \$730,000.00)

1.9. **DEPOSITS**

1.9.1. Special Provision(s) §(1.9.2 – 1.9.5) DEPOSITS amounts below will be used to secure the ARTIST performance and pay any deposits, booking fees and any other fees necessary to execute the afore-mentioned agreements.

~~1.9.2. Fifty Thousand Dollars (\$50,000.00 USD)~~

~~1.9.2.1. (THIS ARTIST BINDER AMOUNT HAS BEEN EXECUTED)~~

~~1.9.3. Three Hundred and Twenty-Five Thousand (\$25,000.00 USD) DUE 22nd of June, 2012~~

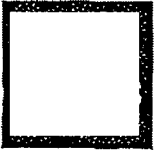
~~1.9.4. Three Hundred and Fifty-Five Thousand (\$355,000.00 USD) DUE 1st of August, 2012~~

1.10. ~~(FEES DO NOT INCLUDE PRODUCTION AND TRAVEL EXPENSES)~~

1.11. Bookings are not confirmed until deposit and contracts are received and deposits and receipt of booking confirmation has been agreed upon with Artist/ Artist Management,

Initials _____

Initials _____



1.12. If applicable ALL Company(s) are advised to get event cancellation insurance – Company(s) must have a signed contract with all attached MOUs--which Company(s) needs to present to the Insurance Company(s) to prove that Company(s) has actually contracted the Artist

1.13. (Special Provision(s) requested by COMPANY (S)

1.13.1.1. ARTIST SHALL RECORD ONE (1) ADVERTISEMENT, PROMOTE EVENT ON ARTIST SOCIAL MEDIA, (Any additional mentions TBD / subject to artist/management discretion)

1.13.2. Artist(s) and/or management agree purchaser may cease and desist any similar unauthorized marketing within a 50 Mile radius of said venue and performance date agreed upon in this agreement.

2. Warranties and Representations:

2.1. Booking Agent warrants and represents that (i) Booking Agent has the right to enter into this Agreement and to grant the services and rights granted by Booking Agent herein, (ii) Booking Agent is not subject to any disability, restriction or prohibition that would impair the performance of any of Booking Agent 's services and obligations contained herein.

2.2. Company(s) warrants and represents that (i) Company(s) is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, United States of America, and has full power and authority to execute, deliver and perform its obligations under this Agreement; (ii) Company(s) has taken all necessary and proper action for the execution and delivery of this Agreement, and this Agreement is a valid and binding obligation of Company(s) and is enforceable in accordance with its terms; (iii) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any government, governmental agency or court to which Providian or any of its assets or business is subject; and (iv) no materials, or any part thereof, supplied by us (or by anyone employed, contracted, engaged, furnished or supervised by us), shall infringe upon or violate any copyright, trademark, trade secret, or other proprietary rights of any third party.

3. Indemnification:

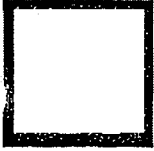
3.1. Indemnification by Booking Agent. Booking Agent agrees to hold harmless, defend and indemnify Company(s) from and against any loss, liability, suit, damage or expense, including legal fees, resulting from the performance or non-performance by Booking Agent of its obligations hereunder, or resulting from any act, omission or misrepresentation by Booking Agent , or from any negligent, tortious or unlawful conduct on the part of Booking Agent . Upon undertaking such defense, Booking Agent shall have the right to control such defense and the selection of counsel.

3.2. Indemnification by Company(s). Company(s) agrees to hold harmless, defend and indemnify Booking Agent from and against any loss, liability, suit, damage or expense, including legal fees, resulting from the performance or non-performance by Company(s) of its obligations hereunder, or resulting from any act, omission or misrepresentation by any officer, employee or authorized agent of Company(s), or from any negligent, tortious or unlawful conduct on the part of Company(s) or its officers, employees, or authorized agents. Company(s) further agrees Booking Agent agrees to indemnify, defend, and hold Booking Agent harmless from any suits or causes of action based on any claim by any third party that Company(s)'s material, or any part, thereof constitutes infringement or other violation of any copyright, trademark, trade secret, or other proprietary right of such third party. Upon undertaking such defense Company(s) shall have the right to control such defense and the selection of counsel.

4. Notices: Notices and all other communications to either party hereunder provided for in this Agreement shall be in writing

Initials _____

Initials _____



and shall be deemed to have been duly given when delivered by hand delivery, or mailed by certified or registered mail, return receipt requested, postage prepaid, or sent by Federal Express or similar overnight courier service.

4.1.1. If to the Booking Agent, to:

If to Company(s) to:

(Notice to Principle is notice to Agent)
(Notice to Agent is notice to Principle)

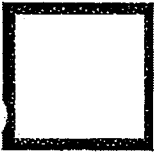
- 5. **General:** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by our Company(s) and the Booking Agent . No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 6. **Confidentiality:** "Confidential Information" shall mean trade secrets, proprietary information, and confidential knowledge and information of each party, respectively, which includes, but is not limited to, matters of a technical nature such as discoveries, ideas, work papers, strategies, components, programs, reports, studies, memoranda, correspondence, materials, manuals, records, data, technology, products, plans, research, service, design information, procedures, methods, documentation, policies, concepts, designs, graphics, computer programming code, specifications, techniques, models, diagrams, data bases, test data and know-how, and expressly including, without limitation, all matters of every kind relating to the Disclosing Party's business and revenue model, reporting methodology and formats, and matters of a business nature such as the identity of customers and prospective customers, suppliers, marketing techniques and materials, marketing and development. plans, sales and marketing data bases, pricing or pricing policies, financial information, plans for further development, and any other information of a similar nature not available to the public. In addition, Confidential Information shall include the Company(s)'s marketing and technological approaches employed on the World Wide Web that measure and improve content effectiveness analysis.
 - 6.1. During the Term, and for a further period of three (3) years thereafter, the Receiving Party shall not, without the prior written approval of the Disclosing Party, directly or indirectly: (i) reveal, report, publish, disclose or transfer any Confidential Information to any person or entity; or (ii) use any Confidential Information for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of the Receiving Party's obligations under this Agreement.
 - 6.2. The Receiving Party acknowledges and agrees that all Confidential Information and all technical information, reports, graphics, data, data bases, notes, and other documents and records, whether printed, typed, handwritten, videotaped, audiotaped, transmitted or transcribed on data files or on any other type of media, made available to the Receiving Party during the term of this Agreement are and shall remain the Disclosing Party's property and shall be delivered to the Disclosing Party on the termination of this Agreement or at any earlier time upon request of the Disclosing Party. The Booking Agent shall not retain copies of such Confidential Information, documents and records.
 - 6.3. Neither party shall remove any proprietary or other legends or restrictive notices contained or included in any Confidential Information.

7. **Miscellaneous One:**

7.1. Nothing contained herein shall constitute a partnership or a joint venture between Booking Agent and Company(s) and it is acknowledged that Booking Agent is performing Services hereunder as an independent contractor. Neither party

Initials _____

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hereto shall hold itself out contrary to the terms of this subparagraph, and our Company(s) shall not become liable for any representation, act or omission of the other contrary to the provisions hereof.

7.2. Neither party hereto shall be entitled to assign any of its rights or obligations hereunder without the express prior written consent of the other party, and any such purported assignment shall be null and void ab initio. Producer and Purchaser hereby agree to the following additional terms and conditions:

8. BILLING / ADVERTISING

8.1. HEADLINE ACT

8.1.1. Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist. Artist shall also have the right of approval of any and all other acts in the performance, their set times and set lengths.

8.1.2. SUPPORT ACT

8.1.2.1. If the Contract calls for Artist to perform as a support act, then Artist shall receive one hundred percent (100%) special guest star billing in any and all press releases, advertisements and other publicity including, but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph of any other support act shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

9. ADVERTISING

9.1. Purchaser and Artist Management and/or Booking agent shall have approval over all advertising and promotions, including, without limitation, ticket giveaways and radio. If requested by Artist, Purchaser agrees to use all ad mats, radio spots, photographs and other material provided by Artist. Upon sell out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.

10. CANCELLATION

10.1. Purchaser shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Artist, and/or Artist Management, and/or Booking Agent notice thereof at least sixty (60) days prior to the start of the Engagement. Cancellation Fee Schedule Addendum available upon request.

11. FORCE MAJEURE

11.1. If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall be

12. INCLEMENT WEATHER

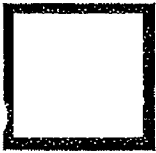
(12.1) Purchaser obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract and dates may be rescheduled.

(13. STAGING

(13.1) Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached in the Rider. If the Engagement is intended to be performed outdoors,

Initials _____

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Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate. The Honolulu concert shall be staged "in the round"

(14. CREATIVE CONTROL

(14.1) Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

(15. ANCILLARY RIGHTS

(15.1) RECORDING Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent. Purchaser shall deny entrance to the Venue to any persons carrying audio, film or video recording devices including, without limitation, patrons, press and Purchaser's staff. In furtherance thereof, Purchaser shall place large signs at all Venue entrances describing this prohibition. If Purchaser, its agents, employees or contractors reproduce or cause or allow to be reproduced, Artist's performance (or any part thereof) in film, tape or in any other form, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and copies thereof) to Producer at Purchaser's sole cost and expense. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, which are hereby reserved. Notwithstanding the foregoing, Producer shall have the sole and exclusive right to record (audio and/or visual) Artist's performance at no cost to Producer or Artist. Purchaser shall secure, at no cost to Producer or Artist, all approvals, consents and the like required by any third parties in connection therewith including, without limitation, those required by the Venue, and any unions or guilds.

(16. RIGHT OF PUBLICITY

(16.1) Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

(17. MERCHANDISING

(17.1) Producer, Management, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise"). Unless otherwise agreed to in writing, Producer shall retain one hundred percent (100%) of the gross receipts resulting from the sale of Artist's Merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising. Producer shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the Venue.

(18. CONCESSIONS

(18.1) The sale of food and drinks at the Engagement shall be limited to areas located outside of the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes sole liability for all damage or injury to persons or property in connection therewith.

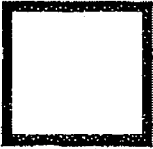
(19. SPONSORSHIP

(19.1) Purchaser / Venue Sponsors

(19.1)1. All forms of sponsorship secured or obtained by Purchaser and/or the Venue relating to the Engagement, whether part of an on-going series or specifically for the Engagement, are subject to the following: All such

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sponsorship must be approved by Artist Management and/or Booking Agent and/or Artist designated Producer not later than fourteen (14) days prior to the Engagement. To the extent afore mentioned consents to sponsorship as stated above, the terms of consent thereto shall be subject, in part, to the following conditions:

- (19.1)1.1. sponsorship shall not be used directly or indirectly to suggest that Artist, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s);
- (19.1)1.2. banners or other signage shall not be located within the performance area including any areas on, above, or near the stage; and
- (19.1)1.3. Artist shall retain creative approval over same. The term "sponsorship" as used herein, shall be given the broadest possible definition and shall include, without limitation, all use of or references to the name, logo or likeness (as applicable) of any product, service, business, person or any other entity (apart from the name or logo of Purchaser), whether or not Purchaser receives compensation in connection therewith.
 - (19.1)1.3.1. The foregoing shall include, without limitation, posters, handbills, newspaper and radio ads, promotional items, tickets and the like.
 - (19.1)1.3.2. Artist Sponsors Notwithstanding the foregoing, Artist shall have the right to secure sponsorship agreements in connection with the Engagement. Artist shall have the right (at no cost to Producer or Artist) to implement the terms thereof including, without limitation,
 - (19.1)1.3.3. the right to place banners or other signage within the Venue;
 - (19.1)1.3.4. cause said sponsors to be used in any promotions or advertisements relating to the Engagement; and
 - (19.1)1.3.5. retain creative approval over the implementation of same.

(20. **LIABILITY**

(20.1) Except as otherwise specifically provided herein, Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages related to or based upon the presentation or production of the Engagement.

(21. **ARTIST COMPS**

(21.1) Purchaser shall provide Artist with fifty (50) complimentary tickets or per advance for each performance of the Engagement, located in prime locations.

(22. **BREACH**

(22.1) Each of the terms and conditions of this MOU and Contract is necessary and essential for Artist, and/or Artist representative(s) full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the MOU or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Artist, and/or Artist representative shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Artist, and/or Artist representative(s) as partial compensation. If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Artist, and/or Artist representative(s) good faith opinion), Artist, and/or Artist representative(s) shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Artist, and/or Artist representative(s) shall have the right, without further obligation to Purchaser (i) to refuse to perform this Contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Artist, and/or Artist representative(s) as partial compensation; and (iv) Purchaser shall remain liable to Artist, and/or Artist representative(s) for the full contract price, including any percentage monies due. The

Initials _____

Initials _____



foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

(23. INDEPENDENT CONTRACTOR

(23.1) The relationship between Artist, and/or Artist representative(s) and Purchaser is that of independent contractors. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither party shall represent itself to third parties as such. Artist representative(s) and Artist shall not be liable in whole or in part for any obligation incurred by Purchaser in carrying out its obligations hereunder.

(24. INDEMNIFICATION

(24.1) Purchaser agrees to indemnify and hold harmless Artist, and/or Artist representative(s) and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

(25. TAXES

(25.1) Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Artist, and/or Artist representative(s) for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT"). Artist, and/or Artist representative(s) shall pay their own personal taxes.

(26. INTERNATIONAL TRAVEL

(26.1) If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist, and/or Artist representative(s) and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Artist, and/or Artist representative(s) (or to such location as directed by Artist, and/or Artist representative(s) in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist, and/or Artist representative(s) in connection therewith, such request shall be in writing and shall be made in a timely manner.

(27. INSURANCE

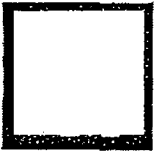
(27.1) Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Purchaser shall cause Producer, Artist and each of their respective agents and employees to be listed as additional insured's in connection with the foregoing insurance policies. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law. Purchaser shall provide certificates of insurance evidencing the above policies to Producer, at least fourteen (14) days prior to the start of the Engagement. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

(28. SECURITY

(28.1) Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the

Initials _____

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protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the Rider.

(29. LICENSES / PERMITS

(29.1) Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist's / Produce Artist, and/or Artist representative(s) exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Artist, and/or Artist representative(s) with evidence of the foregoing; provided that Artist, and/or Artist representative(s) failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Artist, and/or Artist representative(s) rights hereunder.

(30. ADDITIONAL REPRESENTATIONS AND WARRANTIES

(30.1) Purchaser represents and warrants that:
(30.1)1. it has the right and authority to enter into this MOU and Contract and to fully perform its obligations contained herein;
(30.1)2. it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party;
(30.1)3. all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and
(30.1)4. that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this MOU and Contract on behalf of the respective parties.

(31. RETURN OF CONTRACT

(31.1) Purchaser agrees to sign and return this MOU and Contract to Artist's agent, _____, within three (3) days from the date of the Contract; otherwise Artist, and/or Artist representative(s), _____TM Artist Agent shall have the right to cancel the Engagement upon notice thereof without liability. Artist, and/or Artist representative(s) failure to exercise its right cancel the Engagement upon the completion of said three (3) day period shall not be deemed a waiver of Artist, and/or Artist representative(s) right to cancel the Engagement at any time thereafter.

(32. MODIFICATION / ASSIGNMENT / MISC.

(32.1) This Agreement and/or Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Agreement and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this MOU or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist, and/or Artist representative(s) or the Engagement. Whenever there is any conflict between any provisions of this MOU and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this MOU and Contract shall be modified to the extent necessary to eliminate such conflict. This MOU and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

(33. NOTICES / CONSENTS

(33.1) All notices, consents, approvals, agreements and the like

Initials _____

Initials _____



given in connection with this MOU and Contract shall not be effective unless contained in a writing, signed by the party giving same.

(34. PARAGRAPH HEADINGS

(34.1) Paragraph headings are used herein for convenience only and shall not be used to interpret this MOU.

IN WITNESS WHEREOF the parties hereto have read and overstand the terms and conditions set forth in this MOU and agree to be bound by those terms and conditions where applicable, and have executed, or caused to be executed, this Memorandum of Understanding as of the date first written above.

FOR PURCHASER

By: _____
Title: President

19-Jul-12
DATE

For

Title: Sr. Account Executive

19-Jul-12
DATE

Initials _____

Initials _____

meetingattendees.txt

From: rsheriff@hawaii.edu
To: cclapp@hawaii.edu, vincentb@hawaii.edu, wtatana@hawaii.edu, johnpm@hawaii.edu, teric@hawaii.edu, ljeannie@hawaii.edu
Sent: 6/10/2012 3:46:58 P.M. Hawaiian Standard Time
Subj: Re: Benefit Concert Presale Meeting

Here is the update!

We are very close to finishing the Benefit Concert contract. I would like to meet this week Tuesday or Wednesday regarding pre-sale tickets to all of our groups that support UH Athletics. The concert is scheduled for Saturday August 18th. We are holding both Friday August 17th and Sunday August 19th as possible second show dates.

I would like to firm up our pre-sale plan. () is producing an email flyer for UH to send out to our target groups. I would like us to send this flyer out this Friday or Saturday and start taking ticket reservations on Monday June 18th.

has asked me to let him know how many people we plan on targeting for the pre-sale. Can everyone send me the total numbers of members of the target groups (AKA, Corporate Partners, Booster Clubs Members, Season Ticket holders, UH Staff Members and H-Mail members). If I have forgotten anybody please include the in your response.

Can you let me know your availability for a meeting on Tuesday June 12th or Wednesday June 13th.

Thanks,

Rich

AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its intent and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

WITNESSETH

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices.
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenue, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY will use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations; blanket contractual liability; personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever, _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees. further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Director of Athletics
University of Hawai'i at Manoa
Office of Intercollegiate Athletics
1337 Lower Campus Road
Honolulu, HI 96822

To :


28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

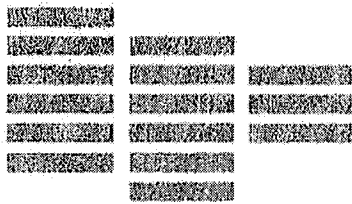
30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: 
for James J. Donovan III
Director of Athletics

By: _____
President



doodson
ENTERTAINMENT

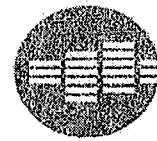


Exhibit 4

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Proposed Coverage Document

Doodson Insurance Brokerage of TX, LLC
2920 Taylor Street
Dallas, Texas 75226

Assured: **University of Hawaii Athletic Department**
Insured Event: **University of Hawaii Athletic Department Benefit**
Period: **TBA to 20 August 2012**
Cancellation & Non-Appearance Insurance (US/Canada)

This Insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii

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Period Terms Open:

The Terms contained in this document offered by potential Insurers are until 3 August 2012

Insurers reserve the right to amend the Terms and Conditions should instructions not be received by the above date, and failure to agree Terms may result in the offer being withdrawn.

No Cover Given:

No cover is given in respect of the risks described in the attached offer from Insurers.

Risks will not be bound without a written request from your office and confirmation of binding in turn being received from Doodson Broking Group.

Duty to disclose material information

Material information is information that would influence an insurer in deciding whether a risk is acceptable and, if so the premium, terms and conditions to be applied. Failure to disclose all such information could result in the policy being rendered void and as a result claims may not be paid.

Before inception of cover

All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any changes which may occur or come to light after a quotation has been given must also be notified.

After inception of cover

The duty of disclosure is re-imposed when there are changes or variations in cover and when the policy is renewed or extended. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in the policy must be notified at once.

Please contact us if you are in any doubt as to whether or not information might be material or if you have any concerns that Doodson Insurance Brokerage LLC and or Arthur Doodson (Brokers) limited might not be aware of all material information

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RISK DETAILS

UNIQUE MARKET REFERENCE: B11670tba

TYPE: Cancellation and Non-Appearance Insurance (USA/Canada)

ASSURED: University of Hawaii Athletic Department
Lower Campus Road
Stan Sheriff Center
Honolulu, Hawaii 92822

INSURED EVENT: University of Hawaii Athletic Department Benefit

PERIOD: From: TBA
To: 20 August 2012
both days inclusive standard local time at location of the Insured Performance or Event

INSURED PERFORMANCES OR EVENT(S) DATE(S): Between the 18 August and 19 August 2012

INSURED PERSON(S):

EVENT VENUE: Stan Sheriff Center, Hawaii

INTEREST: Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Assured for their Ascertained Net Loss should any Insured Performance(s) or Event(s) specified in the Schedule be necessarily Cancelled, Abandoned, Postponed, Interrupted or Relocated.

PERILS:

Death:	Insured
Accident Illness:	Insured
Unavoidable Travel Delay:	Insured
Venue Damage:	Insured
National Mourning:	Insured
Other Perils:	Insured

LIMIT OF INDEMNITY: USD 1,000,000.00 representing Full Revenue

DEDUCTIBLE: Nil

TERRITORIAL LIMITS: Worldwide

CONDITIONS: As defined in the GC(NAC) NMA 2746 (Amended) Policy wording as attached and any attached supplemental clauses.

SUBJECTIVITIES:

Condition/action that needs to occur	By Whom	By When
Declaration of Prior Commitments of	The Assured	At Inception
Provision of Travel Itinerary of	The Assured	At Inception
Details of any Essential Band Members	The Assured	At Inception

In the event that a subjectivity is not met it may affect the validity of this insurance

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- SUPPLEMENTAL CLAUSES:**
1. Terrorism Exclusion Clause NMA2920 (Amended)
 2. Biological or Chemical Materials Exclusion NMA2962
 3. Condition 4.6 of the policy is deleted.
 4. U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA S092
 5. Service of Process Nominee
 6. Service of Suit Clause (USA)
 7. SARS and/or Avian Flu and/or Swine Flu Exclusion
 8. Personal Incapacity Exclusion 7.3 (amended)
 9. Limited National Mourning Exclusion
 10. Named Person(s) Extension NMA 2845 (Amended)

NOTICES: Lloyd's Privacy Policy Statement - LSW 1135

CONDITIONS PRECEDENT: As stated in the wording, plus the following named Conditions Precedent:
It is a condition precedent to the liability of Insurers that all Insured persons have been fit and healthy for a period of thirty (30) days prior to Inception.

POLICY LANGUAGE: It is understood and agreed by both the Insurers and the Assured that the Policy language shall be English

NOTICE OF LOSS: Doodson Insurance Brokerage, LLC

SEVERAL LIABILITY: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

CHOICE OF LAW AND JURISDICTION: Law: This contract is subject to the Laws and Statutes of Hawaii

Jurisdiction: This contract is subject to the Jurisdiction of United States of America, as per Service of Suit Clause

PREMIUM: USD 17,500.00 plus applicable surplus lines tax and stamping fee calculated at a rate of 1.75%

NO CLAIMS BONUS: Nil

TAX(ES) PAYABLE BY THE INSURED AND ADMINISTERED BY INSURER(S): Nil

RECORDING, TRANSMITTING AND STORING INFORMATION: All documentation and information to be recorded and/or transmitted electronically and stored electronically in Doodson Broking Group's repositories.

INSURER CONTRACT DOCUMENTATION This contract details the contract terms entered into by the insurer(s) and constitutes the contract document.

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INFORMATION

(born , as), known by his stage name , is an American singer, songwriter, and multi-instrumentalist, a child prodigy who developed into one of the most creative musical figures of the late 20th century. , signed with at the age of eleven,¹ and continues to perform and record for to this day.

Tour History

has performed 143 shows between September 1999 and June 2012

Previous Losses

2004 – Free Concert cancelled as the nation was still in mourning for
31 Oct / 1 Nov 2008 – Cancelled to concerts in New Zealand – no reason given.

Prior Commitments

has no prior commitments to this event.

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NON-APPEARANCE (USA & CANADA) POLICY

The Marginal Notes are intended for guidance only.
They do not form part of this Insurance, nor do they claim to be an exact description of its meaning.

1. INSURING CLAUSE

Insuring Clause: 1.1 Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Assured for their Ascertained Net Loss should any Insured Performance(s) or Event(s) specified in the Schedule be necessarily Cancelled, Abandoned, Postponed, Interrupted or Relocated.

Provided that:

(1.1.1) the necessary Cancellation, Abandonment, Postponement, Interruption or Relocation is the sole and direct result of one or more of the perils described in 2.1 to 2.6 below and

(1.1.2) such peril is stated in the Schedule to be insured and

(1.1.3) such peril is beyond the control of:

- (i) the Assured and
- (ii) each and every Insured Person and

(1.1.4) the circumstance giving rise to the loss first occurs during the Period of Insurance stated in the Schedule.

Additional Costs: 1.2 This Insurance also indemnifies the Assured for proven additional costs or charges reasonably and necessarily paid by the Assured to avoid or diminish a loss herein insured.

Deductible: 1.3 This Insurance is subject to the deductible(s) stated in the Schedule which shall be borne by the Assured.

Maximum Liability: 1.4 The Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Performance or Event nor the aggregate Limit of Indemnity stated in the Schedule.

2. PERILS (only insured if stated in the Schedule)

Death: 2.1 DEATH of any Insured Person.

Accident Illness: 2.2 ACCIDENT to or ILLNESS of any Insured Person which, in the opinion of an independent medical practitioner approved by the Underwriters, entirely prevents any Insured Person from appearing or continuing to appear in any or all of the Insured Performance(s) or Event(s).

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- Unavoidable Travel Delay:** 2.3 UNAVOIDABLE TRAVEL DELAY as a result of travel arrangements being irrevocably altered, resulting in the inability of any Insured Person to be at the arranged Venue for the Insured Performance(s) or Event(s), provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the Insured Performance(s) or Event(s).
- Venue Damage:** 2.4 DAMAGE to or DESTRUCTION of the Venue at which the Insured Performance(s) or Event(s) is (are) to take place, which renders the Venue unavailable or unsuitable for the Insured Performance(s) or Event(s).
- National Mourning:** 2.5 NATIONAL MOURNING.
- Other Perils:** 2.6 ANY OTHER PERIL not listed in section 2.1, 2.2, 2.3, 2.4 and 2.5 and not specifically limited or excluded elsewhere in this Insurance.

3. DEFINITIONS

- Ascertained Net Loss:** 3.1 Ascertained Net Loss means such sums in excess of any deductible stated in the Schedule as represent:
 - (3.1.1) that part of the Expenses which have been irrevocably expended in connection with the Insured Performance(s) or Event(s), less such part of the Gross Revenue received or receivable less any savings the Assured is able to effect to mitigate such loss and
 - (3.1.2) the reduction in Profit (when Profit is insured and stated in the Schedule) which the Assured can satisfactorily prove would have been earned had the Insured Performance(s) or Event(s) taken place.
- Gross Revenue:** 3.2 Gross Revenue means all monies which would have been paid or payable to the Assured from every source arising out of the Insured Performance(s) or Event(s) had a loss not occurred.
- Expenses:** 3.3 Expenses means the total of all costs and charges which would have been incurred by the Assured in organizing, running and providing services for the Insured Performance(s) or Event(s) had a loss not occurred.
- Profit (when Insured):** 3.4 Profit (when insured) means the amount by which Gross Revenue exceeds Expenses.
- Cancellation:** 3.5 Cancellation or Cancelled means the inability to proceed with any or all of the Insured Performance(s) or Event(s) prior to commencement.
- Abandonment:** 3.6 Abandonment or Abandoned means the inability to complete any or all of the Insured Performance(s) or Event(s) once commenced.
- Postponement:** 3.7 Postponement or Postponed means the unavoidable deferment of any or all of the Insured Performance(s) or Event(s) to another time.

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- Interruption:** 3.8 Interruption or Interrupted means the inability of the Assured to keep open the whole or any part of the Insured Performance(s) or Event(s) after opening, followed by the reopening thereof.
- Relocation:** 3.9 Relocation or Relocated means the unavoidable removal of the Insured Performance(s) or Event(s) to another Venue.
- Insured Person:** 3.10 The Insured Person means only the individual(s) named in the Schedule.
- Participant:** 3.11 Participant means any party who performs or would perform any essential function needed for the successful fulfillment of the Insured Performance(s) or Event(s).
- Venue:** 3.12 Venue means the place(s) stated in the Schedule where the Insured Performance(s) or Event(s) is to be held.

4. CONDITIONS PRECEDENT

It is a condition precedent to the liability of the Underwriters that the Assured has:

- Truth of Statements:** 4.1 truthfully declared all material facts likely to influence a reasonable Underwriter in determining:
 - (4.1.1) whether or not to accept the risk or any subsequent amendment,
 - (4.1.2) the premium,
 - (4.1.3) the conditions, exclusions and limitations,
 having diligently made all necessary inquiries to establish those facts.
- Pre-existing Medical Conditions:** 4.2 (4.2.1) established to their best knowledge and belief after making diligent inquiry that no Insured Person has any physical, mental or medical condition or is undergoing any treatment, medical or otherwise, other than those advised to the Underwriters and agreed by them in writing, and that each Insured Person is fit to fulfil the commitments insured herein.
 - (4.2.2) accepted that any such pre-existing condition in (4.2.1) agreed by the Underwriters will only be covered hereunder if the Insured Person continues to follow any prescribed regime medical or otherwise essential to the Insured Person's well-being during the period of this Insurance.
- Other Pre-existing Conditions:** 4.3 (4.3.1) no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
 - (4.3.2) confirmed that no Insured Person has knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
- Premium Payment:** 4.4 paid the premium due in accordance with the written conditions of quotation contained in the Proposal Form and/or in the ensuing quotation.

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- Materiality of Information:** 4.5 declared that all information contained in the written Proposal Form or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Assured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein.
- Obligation to Rearrange:** 4.6 an obligation, where possible, to rearrange Cancelled or Abandoned Insured Performance(s) or Event(s) to another time in order to avoid or diminish a loss herein insured.

5. WARRANTIES

It is warranted that the Assured shall:

- Legal requirements:** 5.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- Necessary arrangements:** 5.2 make all necessary arrangements for the successful fulfilment of the Insured Performance(s) or Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
- Contractual requirements and authorizations:** 5.3 ensure that all necessary contractual arrangements have been made and confirmed in writing with the Assured and that all necessary authorizations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Performance(s) or Event(s).

6. GENERAL CONDITIONS

- False or Fraudulent Acts:** 6.1 Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever, shall render all claims hereunder forfeit.
- Due Diligence Clause:** 6.2 The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.
- Definitions:** 6.3 This Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or Schedule shall bear such meaning wherever it may appear.
- Compliance with Terms:** 6.4 The Assured shall observe and fulfill the terms and conditions contained herein or endorsed hereon.
- Permission for other Insurance:** 6.5 It is understood and agreed that no other Insurance shall be effected by the Assured to protect the interest insured hereunder without the prior written approval of the Underwriters. In the event that such other insurance is effected, the Underwriters reserve the right to amend the terms and conditions of this Insurance.

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- Under-insurance:** 6.6 The Assured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Profit if insured) for each Insured Performance or Event, without any allowance for recoveries, savings or waivers. Should the Assured fail to do so then the Underwriters will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses (and Profit if insured) for the relevant Insured Performance or Event.
- Premium and Expenses:** 6.7 The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
- No Return of Premium:** 6.8 The premium being prepaid and this Insurance non-cancelable there can be no return of premium unless otherwise stated in the Schedule.
- Maintenance of Records:** 6.9 The Assured shall maintain adequate records in connection with the subject matter insured hereunder.
- Salvage and Recoveries:** 6.10 All salvage, recoveries and payments due to the Assured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
- Subrogation:** 6.11 The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights.
- Condition for Legal Action:** 6.12 No suit shall be brought upon this Insurance unless the Assured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
- Assignment:** 6.13 This Insurance may not be assigned in whole or in part without the prior written consent of the Underwriters.
- Loss Payee:** 6.14 If the Loss Payee is other than the Assured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed in the Schedule as Loss Payee(s). Payment of such losses by the Underwriters to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Underwriters' obligations to the Assured and Loss Payee(s) in connection with said loss(es).
- Service of Suit:** 6.15 It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

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It is further agreed that service of process in such suit may be made upon the person or firm named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The said person or firm is authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Insurance, and hereby designate the person or firm named in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

Death, Accident, Illness:

7.1 DEATH, ACCIDENT, ILLNESS of any Individual person other than any Insured Person.

Non-appearance:

7.2 non-appearance at an Insured Performance or Event of any individual, other than an Insured Person.

Personal Incapacity:

7.3 non-appearance at an Insured Performance or Event of any Insured Person due to:

- (7.3.1) air travel other than travel as a passenger by a regular airline or multi-engined charter aircraft on a regular air route,
- (7.3.2) any hazardous activity, feat or performance,
- (7.3.3) insufficient voice quality, unless directly due to illness or disease contracted or bodily injury occurring during the Period of Insurance,
- (7.3.4) any known pre-existing, physical, psychological or medical condition unless otherwise agreed in writing by the Underwriters,
- (7.3.5) any pre-existing condition (7.3.4) agreed to by the Underwriters if the Insured Person fails to follow any medical or other prescribed regime,
- (7.3.6) their unreasonable or capricious behavior,
- (7.3.7) any condition not common to both sexes,

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- (7.3.8) any sexually transmissible diseases or their after effects,
- (7.3.9) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- Duty of Care:** 7.4 the Assured's or any Insured Person's lack of care, diligence or prudent behavior, the result of which would materially increase the risk, and/or likelihood of a loss, hereunder.
- Drugs:** 7.5 the illegal possession or illicit taking of drugs and their effects.
- Breach of Contract:** 7.6 any contractual dispute or breach by the Assured or any Insured Person.
- Alterations or Variation:** 7.7 alterations or variance of Insured Performance(s) or Event(s) without the prior approval of the Underwriters.
- Adverse Weather:** 7.8 adverse weather in respect of outdoor performances.
- Temporary Structures and the like:** 7.9 any Performance(s) or Event(s) in the open or under canvas or in a temporary structure unless expressly agreed by the Underwriters in writing.
- Unavailability of Venues:** 7.10 any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Assured at the inception of this Insurance or at the time of making the booking whichever is the later.
- Undeclared Expenses:** 7.11 Expenses which have not been declared to and agreed by the Underwriters.
- Reduced Attendance:** 7.12 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, or Relocation.
- Arrangements:** 7.13 the Assured or any Insured Person failing to:
 - (7.13.1) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - (7.13.2) make all necessary arrangements for the successful fulfilment of the Insured Performance(s) or Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
 - (7.13.3) ensure that all necessary contractual arrangements were made and confirmed in writing with the Assured and that all necessary authorizations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the Insured Performance(s) or Event(s).

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- Fraud:** 7.14 any fraud, misrepresentation or concealment by the Assured or any Insured Person.
- War Actual or Threatened:** 7.15 actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Civil Commotion:** 7.16 civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
- Customs Seizure:** 7.17 seizure or destruction under quarantine or customs regulations, confiscation, nationalization or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- National Service:** 7.18 the operation of any statute or law providing for compulsory national service.
- Government or Civil Intervention:** 7.19 any order for repatriation, internment, imprisonment, deportation from any country where the Insured Performance(s) or Event(s) is to be held which is the subject of this Insurance.
- Radioactive Contamination:** 7.20 (7.20.1) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 (7.20.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Seepage and/or Pollution and/or Contamination:** 7.21 seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss hereunder.
- Financial Causes:** 7.22 (7.22.1) withdrawal, insufficiency or lack of finance howsoever caused,
 (7.22.2) the financial failure of any venture,
 (7.22.3) lack of or inadequate receipts, sales or profits of any venture,
 (7.22.4) variations in the rate of exchange, rate of interest or stability of any currency,
 (7.22.5) financial default, insolvency, or failure to pay of any person, corporation or entity,
 all ((7.22.1) to (7.22.5)) whether a party to this Insurance or otherwise.
- Lack of Support:** 7.23 (7.23.1) lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,

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(7.23.2) lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Performance or Event.

Other Insurance: 7.24 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

8. CLAIMS PROCEDURE

It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

- 8.1 (8.1.1) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the name(s) designated in the attached Schedule;
- (8.1.2) confirm the facts in writing as soon as possible, with as much information as available;
- (8.1.3) make no admission of liability without the prior written consent of the Underwriters;
- (8.1.4) take all steps to minimize or avoid any loss hereunder;
- (8.1.5) provide the Underwriters or their appointed representatives with:
- (i) all necessary assistance in a timely manner,
 - (ii) all information required,
 - (iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
- (8.1.6) prove the loss to the satisfaction of the Underwriters;
- (8.1.7) forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.
- 8.2 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.

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So far as is in their power the Assured shall cause their employees and all other persons interested in the Insured Performance(s) or Event(s), to comply with the foregoing. No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defense which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.

- 8.3 as soon as is practicable render a signed and sworn proof of loss to the Underwriters or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
- 8.4 allow the Underwriters the right, if they so wish, to:
 - (8.4.1) take such steps as they deem necessary to prevent, mitigate or minimize a loss.
 - (8.4.2) take over and conduct the defense or settlement of claims made against the Assured that are covered by this Insurance.
 - (8.4.3) pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.
 - (8.4.4) require independent medical examination of any Insured Person who gives rise to a claim hereunder.

07/08/97
GC(NAC) (U.S.A. & CANADA)
NMA2746

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NAMED PERSON(S) EXTENSION

Exclusion 7.1 is amended to read as follows:

7.1 DEATH, ACCIDENT, ILLNESS of any individual person, other than an Insured Person, unless the non-appearance of the Insured Person is the sole and direct result of the sudden and unforeseen

1. death of
2. life threatening accident to
3. manifestation of life threatening illness to

either the Insured Persons' Mother, Father, Brother, Sister, Partner, Children or Step Children aged 65 or under. All such persons will be subject otherwise to the terms, conditions and exclusions of this insurance as if they were an Insured Person

It is further noted that

- a) For people aged 66 to 75 inclusive cover is restricted to accidental death only
- b) For people aged 76 or over cover is excluded hereunder
- c) It is noted and agreed any loss in respect of named persons under the age of 16 years, who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria is excluded.

However, no loss shall be payable hereunder consequent upon death, accident or illness arising from, traceable to or accelerated by any condition for which the Named Person(s) has received or been recommended medical attention.

NMA2845 (amended) / 154GS

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LIMITED NATIONAL MOURNING EXCLUSION

Excluding any loss arising directly or indirectly arising out of, contributed to by, or resulting from National Mourning, declared or otherwise, in respect of persons over 65 years of age.

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PERSONAL INCAPACITY EXCLUSION 7.3 (AMENDED)

Exclusion 7.3 "Personal Incapacity" is amended to read as follows;

- 7.3 non-appearance at an Insured Performance or Event of any Insured Person due to:
- (7.3.1) air travel other than travel as a passenger by a regular airline or chartered or privately owned aircraft,
 - (7.3.2) any hazardous activity, feat or performance at the Insured Performance(s). Further, the following hazardous activities are excluded outside of the Insured Performance(s): Sky-diving or sky-surfing, parachuting, driving or riding in any official and/or organised racing competition, rally or trial, rock-climbing or mountaineering normally involving the use of ropes or guides, potholing, bungee jumping, parasending, canyoning, hang-gliding, and skin-diving involving the aid of breathing apparatus other than whilst accompanied by and under instruction from a qualified instructor,
 - (7.3.3) insufficient voice quality, unless directly due to illness or disease contracted or bodily injury occurring during the Period of Insurance,
 - (7.3.4) death or disablement arising from, traceable to, or accelerated by a pre-existing condition. A pre-existing condition is any condition for which the Insured Person(s) have received or been recommended medical attention unless otherwise agreed in writing by Underwriters,
 - (7.3.5) any pre-existing condition (7.3.4) agreed to by the Underwriters if the Insured Person fails to follow any medical or other prescribed regime,
 - (7.3.6) their unreasonable or capricious behaviour,
 - (7.3.7) any pregnancy, childbirth, miscarriage or abortion,
 - (7.3.8) any sexually transmissible diseases or their after effects,
 - (7.3.9) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named

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SARS AND/OR AVIAN FLU AND/OR SWINE FLU EXCLUSION

Excluding any loss, expense or liability directly or indirectly arising out of, attributable to or resulting from Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or Swine Flu and/or any other flu variant recognised as a pandemic, whether phase 1,2,3,4,5 or 6 as determined by the World Health Organisation or the threat or fear thereof (whether actual or perceived).

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured

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TERRORISM EXCLUSION CLAUSE NMA2920 (Amended)

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism or fear thereof.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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U.S. Terrorism Risk Insurance Act of 2002 as amended**Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5092

21 December 2007

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SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the Service of Process Nominee as shown in the Schedule/Risk Details at the Nominee Address as shown in the Schedule/Risk Details, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above referred to Service of Process Nominee is authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured), to give a written undertaking to the Insured (or Reinsured), that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured), or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

24/4/86
114GS/NMA 1998

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SERVICE OF PROCESS NOMINEE

Mendes and Mount
445 South Figueroa Street
38th FL
Los Angeles
California 90071-1601
United States of America
114GS/NMA 1998

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LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

We, the Certain Underwriters at Lloyd's, London that have underwritten this insurance want you to understand how we protect the confidentiality of non-public personal information we collect about you.

INFORMATION WE COLLECT

We collect non-public personal information about you from the following sources:

- (a) Information we receive from you on applications or other forms;
- (b) Information about your transactions with our affiliates, others or us; and
- (c) Information we receive from a consumer-reporting agency.

INFORMATION WE DISCLOSE

We do not disclose any non public personal information about you to anyone except as is necessary in order to provide our products or services to you or otherwise as we are required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting etc.)

CONFIDENTIALITY AND SECURITY

We restrict access to non-public personal information about you to our employees, our affiliates' employees or others who need to know that information to service your account. We maintain physical, electronic, and procedural safeguards to protect your non-public personal information.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the agent/broker who handled this insurance.

05/01
L 1135

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SECURITY DETAILS

(RE)INSURERS LIABILITY: LMA3333
(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of whole

BASIS OF SIGNED LINES: In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed,

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SUBSCRIPTION AGREEMENT

SLIP LEADER: Markel Syndicate 3000 at Lloyds

BASIS OF AGREEMENT TO CONTRACT CHANGES: All Contract Changes to be agreed by all Insurers.
 Unless specified to the contrary **Contract Changes** Includes, but is not limited to, endorsements, alterations, amendments, deletions and special acceptances.

BASIS OF CLAIMS AGREEMENT: Lloyd's Insurers – Claims to be managed in accordance with the Lloyd's Claims Scheme (Combined) or as amended or any successor thereto.
 Bureau Company Insurers – Claims to be managed in accordance IUA Claims Agreement Practices.

CLAIMS AGREEMENT PARTIES: Claims to be agreed by the Slip Leader and Xchanging Claims Services, the bureau company insurer(s) and non-bureau company insurer(s).

CLAIMS ADMINISTRATION: Arthur Doodson (Brokers) Limited to notify the Insurers of claims advices from the Assured. Arthur Doodson (Brokers) Limited to appoint the Loss Adjuster(s) nominated by the Slip Leader or such other representative appointed by the Slip Leader. Where appropriate all Insurers to use their respective market CLASS system for claims agreement. The Insurers agree that if considered appropriate by Arthur Doodson (Brokers) Limited any claims hereunder (including claims related costs/fees) may be notified and administered via the Electronic Claims File ("ECF"). Arthur Doodson (Brokers) Limited to use e-mail and/or direct broking to distribute claim file information unless a claim is notified using ECF.

RULES AND EXTENT OF ANY DELEGATED CLAIMS AUTHORITY: Arthur Doodson (Brokers) Limited are authorised by the Insurers to collect and distribute claim payment. The Insurers do not delegate claims authority to any third parties.

EXPERT(S) FEES COLLECTION: Arthur Doodson (Brokers) Limited to collect fees.

SETTLEMENT DUE DATE: To Be Agreed

BUREAU ARRANGEMENTS: Arthur Doodson (Brokers) Limited may present de-linked accounts to Xchanging Ins-sure Services.
 If the Settlement Due Date is on a weekend or a bank holiday, the Insurers agree that this Date will be the next working day.
 This Contract may be submitted to Xchanging Ins-sure Services as agreed by the Insurers for processing directly or via the direct load facility with the X-changing Market Repository.
 For Bureau Company Insurers Xchanging Ins-sure Services are to pass this Contract to the Policy Department to remove it from the Unsigned Policy Report.

NON BUREAU ARRANGEMENTS: (For Non-Bureau Insurers) Arthur Doodson (Brokers) Limited is to issue closings to each Insurer and (either) send a cheque (or) settle on receipt of Insurers' Statement of Account on receipt of premium from Assured.

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INSURER SCHEDULE

Market Syndicate 3000 at Lloyds	50%
Cathedral Syndicate 2010 at Lloyds	50%
Total	100%

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FISCAL AND REGULATORY

TAX PAYABLE BY INSURER(S): Nil

COUNTRY OF ORIGIN: United States of America

OVERSEAS BROKER: See Surplus Lines Broker

SURPLUS LINES BROKER: Doodson Insurance Brokerage, LLC
509 South Exeter Street
Suite 500,
Baltimore, MD 21202

STATE OF FILING: Hawaii

LICENCE INFORMATION:

US CLASSIFICATION: US Surplus Lines

ALLOCATION OF PREMIUM TO CODING: PN – 100%

FSA CLIENT CLASSIFICATION: Commercial Customer

IS THE BUSINESS SUBJECT TO DISTANCE MARKETING DIRECTIVE?: No

Risk No:	University of Hawaii Athletic Department	UMR: B11670tba	Doc Ref: (OM MRC)	Page: 31 of 31
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BROKER REMUNERATION AND DEDUCTIONS

FEE PAYABLE BY CLIENT: None

TOTAL BROKERAGE:

Fee Basis	No
Retail Brokerage	15.0%
Wholesale Brokerage	2.5%
Subscription Market Brokerage	7.5%

Doodson Broking Group has disclosed where required the existence and amount of any fee and/or premium commission paid or payable for this placement

OTHER DEDUCTIONS FROM PREMIUM: None

Date of Interview: August 10, 2012

Interviewee:

Fact-Finder Conducting Interview:

1. I, _____, was interviewed by _____ on Friday, August 10, 2012.
2. The interview was conducted over the telephone.
3. _____ explained that he had been appointed by the University of Hawai'i ("University") to conduct a fact-finding investigation concerning the _____ benefit concert.
4. I loaned money to _____ ("_____") for the planned concert at the Center.
5. I knew that _____ owns _____.
6. I learned from a mutual friend that _____ needed money for the concert. This friend asked me to loan the money to _____. I did not know _____. I did not meet _____. And I did not discuss the loan, the concert or anything else with _____. I would rather not identify the friend who asked me to make the loan.
7. My friend told me that the deal was legitimate.
8. I entered into a written loan agreement with _____. Pursuant to the loan agreement, I wired \$50,000 to _____ ("_____"). I suggested that the loan agreement be provided by _____.
9. I looked up the company _____ on the internet.
10. I received wiring instructions for the transfer through my friend.
11. I wired \$50,000 to the account number provided for _____.
12. I received confirmation that the wire had been sent. I did not receive confirmation that the money had been received.
13. My friend provided periodic updates regarding the concert. For example, I was told about the progress of the ticket sales.
14. I found out that the concert would not go forward when I read about it in the paper.
15. I have followed up with my friend about the loan.
16. I have not had direct contact with _____ or _____.
17. The FBI has not been in touch with me.

The foregoing is a true and accurate summary of my statement to the fact-finder.

8/17/12
Date

Re: Confidential

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Saturday, March 17, 2012 7:46 PM

To:

This is perfect timing, we just met with the Mayor about relaxing the requirements on the C & C use policy. I am preatty confident we can make this happen. Getting Thursday, Friday Saturday dates In July / August is no problem. Let me run this by Jim and I will get back to you ASAP. How soon would you need a definate confirmation? Thank you for thinking of UH!

Rich

On Sat, Mar 17, 2012 at 7:41 PM, <_____> wrote:
called again ...

Looking for a date in June / July / August a day before to do the drag-in would be helpful but not critical,

Show night would be best on Friday ... Saturday or Sunday.

Mahalo,

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Potential Concert and the City & County MOU for the Stan Sheriff Center

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, March 19, 2012 12:33 PM

To: James J Donovan III [jdonovan@hawaii.edu]

Jim,

I was contacted by _____ about hosting a _____ concert (confidential) at the end of July or beginning of August. Let me know what you think about hosting this event.

I would also like to contact Ryan Akamine to see if he has any knowledge of the MOU that the Mayor and his staff spoke of. With your permission, I would like to pursue the following changes to that MOU.

The University of Hawai'i Athletic Department - Stan Sheriff Center will be allowed to host up to four (4) commercial events per year without prior approval from the City & County Department of Planning and Permitting. A traffic mitigation plan for these events will be held on file by DPP. (The four commercial events will not include any HHSAA State Championships, Honolulu Police Department Dare Days, Los Angeles Laker Training Camps and Exhibition Games, Western Region High School Robotics Competition, High School Graduations, New Hope Christian Fellowship Services, other non profit events and/or any event mandated by the Governor Office or UH Administration that are not of a commercial nature like the 1998 Miss Universe Pageant, 2012 _____ Event.) The UH Athletics department will be allowed to carry over unused event waivers from year to year.

Let me know if you are comfortable pursuing the above mentioned changes and if there is anything you would like to add or delete.

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

**EX PARTE MOTION FOR DEFAULT JUDGMENT; DECLARATION;
EXHIBIT(S) 1 THROUGH 2; AFFIDAVIT OF COUNSEL
RE: ATTORNEY'S FEES; ORDER GRANTING EX PARTE
MOTION FOR DEFAULT JUDGMENT**

TWO-SIDED FORM
Form #1DC17

IN THE DISTRICT COURT OF THE FIRST CIRCUIT HONOLULU DIVISION STATE OF HAWAII	
Plaintiff(s) International Alliance of Theatrical Stage Employees, Local 665	
Defendant(s)	
Against Defendant(s):	

FILED
DISTRICT COURT OF
THE FIRST CIRCUIT

2010 OCT 12 A 8:07

LEGAL DOCUMENTS
Reserved for Court Use CLERK REGISTRAR

Civil No. 1RC09-1-12640	Filing Party(ies)/Filing Party(ies)' Attorney (Name, Attorney Number, Firm Name (if applicable), Address, Telephone and Facsimile Numbers)
--------------------------------	--

EX PARTE MOTION FOR DEFAULT JUDGMENT

Plaintiff(s) moves for an Order Granting Default Judgment against Defendant(s) on the grounds that Defendant(s) has failed to answer, appear or otherwise defend, and the time to otherwise move or plead has expired and has not been extended in this action.

This motion is made pursuant to District Court Rules of Civil Procedure, Rule 55(b)(2), and is based upon the attached Declaration(s), Exhibit(s) 1 through 2, and records and files herein.

Date: 10/7/10	Signature of Filing Party(ies)/Filing Party(ies)' Attorney: Print/Type Name:
---------------	---

DECLARATION

I have read this Motion, know the contents and verify that the statements are true to my personal knowledge and belief. **I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF HAWAII THAT THE FOLLOWING IS TRUE AND CORRECT:**

- I am the Plaintiff or associated with Plaintiff(s) as Attorney of Record and submit this based upon personal knowledge and information from business records maintained in the ordinary course of business and from entries made therein at or near the time of the events so recorded.
- The following are facts why the Motion should be granted (attach continuation sheet if necessary).
Defendant defaulted on past due amount owed to the Plaintiff.
- Attached hereto as Exhibits 1 through 2 are true and correct copies of the documents in support of Plaintiff(s)' claims for judgment against Defendant(s) as named.
- Based upon your Declarant's experience as Attorney of Record the amount of damages sustained by Plaintiff(s) is fair and reasonable.
- Plaintiff(s) has incurred additional costs of \$ 8258.56 for Attorney fees, interest, costs.
- Defendant(s) is not an infant or incompetent person; default of Defendant(s) has been entered by the Court for failure to appear for Answer or to otherwise defend; Defendant(s) is not in the military service of the United States as defined by the Soldier's and Sailor's Civil Relief Act of 1940 or any amendments thereto; the amount due is justly due and owing and no part thereof has been paid; and the disbursements sought to be taxed have been made or incurred thereon.

Date: 10/7/10	Signature of Declarant: Print/Type Name:
---------------	---

12:57

08/21/09

BEUTY AND THE BEAST

August 21, 2009

UNION MEMBER		WEEK #1		WEEK #2		TOTAL
		1,074.41		443.84		1,518.25
		249.31		124.66		373.97
		506.55		178.80		685.35
		0.00		178.80		178.80
		249.31		124.66		373.97
		0.00		178.80		178.80
		0.00		124.66		124.66
		506.55		178.80		685.35
		0.00		131.10		131.10
		926.02		465.74		1,391.76
		492.86		281.62		774.48
		124.66		124.66		249.32
		1,180.01		514.25		1,694.26
		859.22		346.15		1,205.37
		506.55		0.00		506.55
		458.85		0.00		458.85
		506.55		0.00		506.55
		163.88		0.00		163.88
		1,285.63		514.25		1,799.88
		958.88		470.81		1,429.69
TOTAL PAYROLL		10,049.24		4,381.60		14,430.84
Benefits						
	H&W	15%	1,507.39		657.24	2,164.63
	Annuity	8%	803.94		350.53	1,154.47
	Trust Fund	1%	100.49		43.82	144.31
TOTAL Benefits			2,411.82		1,051.58	3,463.40

Exhibit 1

Total due payro plus interes

benefits total due plus interest

Grand total: \$17,894.24

6. The Company will not discriminate against the Union Steward for the proper performance of his duties. Such as but not limited to: reporting crew workcalls, providing daily summaries and time-sheets, cost estimates, protocol of reports, grievances.

7. The Company and the Union agree that no individual or Employee will be discriminated against because of race, color, creed, religion, national origin, sex sexual preference or Union affiliation.

8. The terms and conditions of this contract are joint and several, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the contract shall not hereby fail or be rendered null and void and inapplicable, but shall continue in full force and effect, and only the illegal clause shall be rendered null and void and severed from this contract.

9. It is agreed that each technician has the right not to cross a lawful picket line. Technicians who exercise this right shall not be disciplined nor held liable for damages. However, any technician who exercises this right will not be paid for work that the technician did not perform.

10. The Company shall provide parking spaces and/or reimburse the cost of parking for all Employee(s) covered within the Agreement during the period of their employment.

ARTICLE XIII

EMPLOYER'S FINANCIAL RESPONSIBILITY

1. In order to protect Employees covered by this Agreement in their wages, hours, and conditions of employment, the Union may require of any Employer with its principal place of business:

1.1. Outside the State of Hawaii, or

1.2. Inside the State of Hawaii which cannot demonstrate a net worth of \$50,000 or more; or

1.3. Inside the State of Hawaii which has not been regularly engaged in the legitimate theater business for a period of two years immediately prior to the date of this Agreement.

1.4. Any Company which has an inability to pay according to terms herein is required;

To post a bond from a financially responsible and duly licensed and recognized insurance carrier or bonding company, not to exceed \$10,000.00, to be posted prior to supplying employees to such company or post a cash bond Two (2) times the Expected Payroll. Or the company will set up a Box Office Assignment with the City and County management and the Union to cover for all costs pertaining to the Union's labor.

1.5. A payroll company utilized. The company may use one of their own choosing or one can be recommended by the union.

interest
owed as of
orig
AI

1.6. Payment will be received no later than 7 days after the last day of the performance or as per the applicable Laws of the State of Hawaii. There will be an additional \$20.00 fee per day / per person on payments not received within 10 days of the last day worked.

1.7. The Employer will pay any and all costs incurred by a member related to pay checks from the Company deemed to have insufficient funds.

ARTICLE XIV

GRIEVANCE AND ARBITRATION

~~In the event of a grievance arising out of the terms and conditions of this contract, the parties agree that every effort shall be made to settle such grievance as harmoniously as possible through the following procedures. A grievance shall be defined as a claim or allegation made by an employee to the Union that the Employer had violated or is violating the Provisions of this agreement:~~

1.1. Step 1. When a grievance arises between the parties, the designated representative or steward shall meet and hold informal discussions within ten (10) business days after the incident in dispute or within ten (10) business days of the time the employee or the union could have reasonably acquired knowledge of such grievance.

1.2. Step 2. If the parties are unable to resolve the matter informally, the grieving party shall reduce the dispute to writing and serve a copy by certified mail on the opposing party.

1.3. Step 3. If, after the grievance is reduced to writing, the parties are still unable to informally resolve the grievance, within seven (7) business days, the union's Business Agent and the Company's General Manager or their designees shall meet to discuss an arbitrator to be selected by both parties hereto, whose decision shall be final and binding upon all parties.

1.4. Step 4. If, after it becomes apparent that arbitration will be necessary, the parties are unable, within ten (10) days, to agree upon a impartial arbitrator, either party may request the Federal Mediation and Conciliation Service to furnish a list of nine name from which the impartial arbitrator shall be selected. The method of selection of the impartial arbitrator from the list of names shall be by Union Representatives and the Employer Representatives alternately striking a name from the list with the last remaining name being selected as the Arbitrator.

1.5. Step 5. The expenses of the Arbitrator shall be borne half by the Union and half by the Employer.

1.6. Step 6. No Arbitrator shall have the authority to add to, delete from, or modify any of the Terms of this agreement.

ARTICLE XVI

LENGTH OF AGREEMENT

This agreement shall become effective upon signing by both the Union and the Company from "July 15, 2009" and shall continue in full force effect until "August 10, 2009", and/or until All Wages are Paid in Full for "Beauty & The Beast On Ice"

ALL OF THE ENCLOSED CONTRACT PERCENTAGES SHALL BE PAID ON ALL GROSS WAGES PAYABLE TO THE FOLLOWING. "All contributions for: IATSE Local 665 Health & Welfare, IATSE Local 665 Annuity Trust Fund, and IATSE Local 665 Training Trust Fund are due no later than (10) ten business days following the performance, otherwise a 10% liquidated damages will be assessed".

All Contributions are to be forwarded to:

IATSE Mixed Local 665, 875 Waimanu St. Suite #610 Honolulu, HI. 96813

All payments and other information concerning the **HEALTH & WELFARE** and the **ANNUITY TRUST FUNDS** will be coordinated by **GROUP PLAN ADMINISTRATORS, INC., 222 SOUTH VINEYARD STREET, PH4, HONOLULU, HI 96813.** Phone (808) 523-9411.

Company: _____, an Entertainment Corporation

Event: BEAUTY & THE BEAST ON ICE

Contact: _____

Title: President

Address: _____

Email: _____

Phone Number: Office: _____ Fax: _____ Cell: _____

Authorized Company Signature: [Signature] Date: 7/16/09

_____ Date: 7/16/09

Business Representative, I.A.T.S.E. Local 665

International Alliance of Theatrical Stage Employees, Moving Picture Technicians Artists and Allied Crafts of the United States, Its Territories and Canada, Mixed Local No. 665, Honolulu, Hawaii, AFL-CIO.

DECLARATION REGARDING ATTORNEYS' FEES AND COSTS; EXHIBITS

IN THE DISTRICT COURT OF THE FIRST CIRCUIT HONOLULU DIVISION STATE OF HAWAII	
Plaintiff(s) International Alliance of Theatrical Stage Employees, Local 665	Reserved for Court Use Civil No. 1RC09-1-12640
Defendant(s)	Filing Party/Attorney Name, Attorney Number (if applicable), Address, Telephone and Fax Numbers

DECLARATION REGARDING ATTORNEYS' FEES AND COSTS

I declare that I am the attorney for the prevailing party, and I request an award of attorneys' fees pursuant to Hawai'i Revised Statutes [check all that apply]:

- § 607-14 (assumpsit);
 § 666-14 (summary possession);
 § 514A-94 (condominium association);
 Other [specify statute] § _____

The amount of the judgment (principal and interest) is anticipated to be \$ 17,894.24.

I. ATTORNEY'S FEES (Select A or B)*

*PLEASE NOTE: In addition to completing section A or B below, you must attach as Exhibit 1 an itemized report of the time spent on the action and to be spent to obtain a final written judgment, the hourly rates, a brief description of the work performed, and the total fees requested:

A. Fee Based on an Hourly Rate.

I have expended and am likely to expend to obtain a final judgment the following hours at the rate specified below.

Hours: _____ x Hourly Rate: \$ _____

Total Fees = \$ 0.00

B. Fee Based on an Agreed-Upon Fee (Explain the fee agreement below).

The attorney's fee incurred in this action is not based on an hourly rate. The agreed-upon fee is \$ 3,640.00.

TOTAL FEES REQUESTED: \$ 3,640.00

DECLARATION REGARDING ATTORNEYS' FEES AND COSTS (continued)

II. OTHER COSTS

I request an award of costs for actual disbursements itemized below pursuant to Hawai'i Revised Statutes [check all that apply]:

§607-9; Other [specify statute]: \$ _____

I have attached as Exhibit 2 true copies of invoices and/or receipts for the requested costs.

***PLEASE NOTE:** Do not include filing fees, service costs or mileage in your request for other costs. Such costs should be reflected on the Judgment form but do not require additional court approval.

<u>Item</u>	<u>Amount Requested</u>
n/a	

TOTAL OTHER COSTS REQUESTED: \$ 0.00

I DECLARE UNDER PENALTY OF LAW THAT THE FOREGOING IS TRUE AND CORRECT.

Date: 10/7/10	Signature of Declarant: Print/Type Name:
---------------	---

ORDER

Approved and so Ordered: Attorney's Fees: \$ 1,684.00 Other Costs: \$ _____.

GERALD H. KIBE 

Judge

In accordance with State and Federal disability laws, if you require an accommodation for a disability when working with a court program, service, or activity, please contact the District Court Administration Office at PHONE NO. 538-5121, FAX 538-5233, or TTY 539-4853 at least ten (10) working days before your proceeding, hearing, or appointment date.

For Civil-related matters, please call 538-5151 or visit the District Court Service Center at 1111 Alakea Street, 3rd Floor.

February 15, 2010

**CONFIDENTIAL & PRIVILEGED
ATTORNEY-CLIENT COMMUNICATION**

VIA EMAIL

ATTN:

Business Representative
Local 665
875 Waimanu Street
Suite 610
Honolulu, Hawaii 96813

Re: Retainer Agreement

Dear :

This letter is intended to confirm the engagement of this law firm for the purposes of pursuing collection of money owed to Local 665 members by

Union employees provided services and have not been paid.

We have agreed to provide this service for you at an hourly rate of \$200.00 per hour with an initial retainer of \$3,500.00 plus 4% GE Tax for total of \$3,640.00. Upon your approval, any additional fee for experts/consultants will be billed directly to you.

It is our practice to line item bill our clients for fees and costs (photocopying charges, long distance telephone charges, recording and registration fees, process server fees, consulting and expert fees with prior notice, and other similar costs) and general excise taxes payable on such fees and costs on a monthly basis. You have thirty (30) days from the receipt of the invoice to register any questions and/or objections to the line items listed on said invoice. After said thirty day period, questions regarding the billing will be deemed waived.

Payment on our invoices is to be upon receipt of the invoice. If the bill is not paid within such 30-day period, interest will be charged at the rate of one percent (1%) per

"Exhibit A"

University-907

month on the unpaid balance. In addition, if we incur collection costs, we will expect to be reimbursed for any costs of collection, including court costs and reasonable attorneys' fees.

The normal hourly rate for _____ is \$200.00 per hour. The hourly rate of the associates is \$135.00 per hour and \$85.00 per hour for paralegal services, plus the Hawaii general excise tax. The hourly rates are subject to change with notice. This agreement will be valid for the period of our engagement.

If the above is agreeable with you, please sign in the space provided for below and return an executed copy of this letter for our files. If you have any questions, please feel free to contact the undersigned.

We appreciate your decision to engage this firm and we will certainly do our utmost to justify your confidence and to render quality legal services. We look forward to a long and mutually satisfactory relationship.

Best regards,

WORKING COPY

READ, APPROVED AND ACCEPTED this
_____ day of _____, 2010.

WORKING COPY

June 24, 2010

IATSE, Local 665 v.

: 1RC09-1-12640

February 10, 2010 - present

DESCRIPTION	HRS	AMOUNT
2/10/10 - Conference with general counsel regarding fee dispute	1.2	\$240.00
2/12/10 - Conference with Union leader and review of all labor- worker hourly files and materials, and actual union contract with productions	3.3	\$660.00
2/15/10 - Draft retainer, open chard copy file and computer file.	0.8	\$160.00
2/16/10 - Attend court hearing and obtain default judgment	0.7	\$140.00
2/19/10 - Draft documents and conference with general counsel regarding potential issues with collection	1.5	\$300.00
3/3/10 - Final draft of documents and submitted same to court	0.6	\$120.00
<i>Subtotal: 8.1 HRS @ \$200.00 p/hr</i>	8.1	\$1,620.00
<i>GE Tax: 4%</i>		\$64.00
Total		\$1,684.00

U.S. v. ...

**ORDER GRANTING EX PARTE
MOTION FOR DEFAULT JUDGMENT**

The Court having reviewed and considered the Ex Parte Motion for Default Judgment, the pleadings filed and the evidence presented, and being satisfied that the material allegations of the Complaint, together with damages, have been proven, now, therefore,

IT IS ORDERED, ADJUDGED AND DECREED, that the Ex Parte Motion for Default Judgment be and the same is granted. Default Judgment in favor of Plaintiff(s) and against Defendant(s) shall enter as follows:

Principal Amount	\$	17,894.24
Interest	\$	4,473.56
Attorney's Fees	\$	3,640.00 1,684.00
Costs of Court	\$	120.00
Sheriff's Fees	\$	25.00
Sheriff's Mileage	\$	0.00
Other Costs	\$	0.00
 Total Default Judgment Amount	\$	<u>26,152.80</u> 24,196.80

Date: **OCT 12 2010**

Judge of the above-entitled Court

GERALD H. KIBE

SEAL

in accordance with the **Americans with Disabilities Act** if you require an accommodation for your disability, please contact the District Court Administration Office at PHONE NO. 538-5121, FAX 538-5233, or TTY 539-4853 at least ten (10) working days in advance of your hearing or appointment date. For Civil related matters, please call 538-5151.

Default Entered Against the Above-named Defendant(s)
on 11/19/2010

N. RAGMAT **SEAL**

Clerk, District Court of the Above Circuit, State of Hawai'i

I certify that this is a full, true and correct copy of the original on file in this office.

[Signature]

Clerk, District Court of the Above Circuit, State of Hawai'i



Non-Criminal Case Information Screen

1CC11-1-002863

Case Title: DEUTSCHE BANK NATL TST CO VS ETAL
 Initiation Date: 11-21-2011 Initiation Type: P Confidential Code: N
 Initiator I.D.: A7664 Division: 1C21 Court: C
 Cause of Action: FORECLOSURE Nature of Action: 02501
 Section Code:
 Trial Type: Trial Judge: Court Costs: 0000000000
 Consolidation Code:
 Case Disposition: Case Termination: Case Termination Date: 00-00-0000
 Orig. Agency: Lower Court Case:
 Taxation Dist.: Tax Appeal Source:
 Gen. Ex. Tax Amt.: 0000000000 Gen. Ex. Tax No.: Tax Key:
 Property Location:
 Comments: DEUTSCHE BANK NATL TRUST CO

Party List Document List Court Minutes List

ATTACHMENT 48

Re: (no subject)

Sent: Tuesday, March 27, 2012 4:15 PM

To: rsheriff@hawaii.edu

Rich ...

That works for me ...

I have worked under that format many times ...

Starwood Hotels (Sheraton Waikiki) and had such an arrangement for me to produce and promote all their New Years Eve Shows for over ten years.

Starwood was always pleased with the successes. It worked well

I worked with their marketing team to create a 360 degree promotion ... they covered all their angles and I covered everything else.

I will present you with a line item budget ... then set up an invoice system for deposits ... etc.

The leverage that you have is that you control the box office. I will try to space artist deposits ... so you pay most of the artist's fees out of cash flow.

May I assume the 3 dates we discussed ... June 23 / July 28 / Aug 10 & 11 are still open ... with the August dates being preferred ?

Give me a couple days to change gears ... and at your convenience ... we can meet.

I can always email over preliminary spreadsheets for discussion.

In a message dated 3/27/2012 3:11:59 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I met with Jim, what are the possibilities of UH Athletics getting involved as the promoter of this event and hiring you to help promote it for us. Jim's thought are that if we are listed as the promoter and it is an event the UH Athletics is hosting then we have no limitations with the C & C PRU. Let me know your thoughts on this and what we would be looking at financially to make this happen.

Rich

On Fri, Mar 23, 2012 at 10:45 AM, <_____>

wrote:

- : Thanks for the quick response ...
- : OK ... I'll push for 10/11 ... of course we have to fit into 's tour.
- : Cheers,

In a message dated 3/23/2012 10:35:42 A.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

We have home Volleyball that week, but nothing on Sept 21 or Oct 5 & 6

I would prefer Aug 10 and 11 as first choice.

On Fri, Mar 23, 2012 at 10:31 AM, <_____> wrote:

I sent 's camp ... (as a beginning)

Saturdays June 23
July 28
Aug 11 (and 10)

=====

One another note ...

What is happening at the venue on Sept 14 and/or 15 and/or 16.

Aloha ...

August 11th Stan Sheriff

Sent: Tuesday, April 03, 2012 4:42 PM
To: rsheriff@hawaii.edu
Attachments: Stan Sheriff 8-11-1~1.xls (33 KB)

Rich ...

As you remember I have been working on a Sheriff / date since 2008.

I was the promoter who did him last in Hawaii. That was over 15 years ago, three shows at the NBC Arena ... with over 18,000 tickets sold.

The following has been verbally agreed to by 's management.

The contract would be generated and signed under th name of the UH Athletic Department.

Here is an over view of the current deal points.

1. Flat guarantee of \$450,000 (US)
2. Released as follows: \$50,000 binder / \$180,000 w/signed contract / \$220,000 balance before the show (TBA)
3. 17 air fares from USA (a couple 1st class) I have working relationship with Hawaiian Airbut I am sure yours is better.
4. Hotel rooms (gets a 2 bedroom suit ... for he and his valet). I work closely with of the Sheraton Waikiki ...he has frequently been a sponsor and at least given me very favorable rates.

The fact that will be a 100% benefit for the UH Athletic Department has incredible power.

5. I enclose an estimated budget.for your review. The numbers are realistic ... but with the benefit angle ... I am sure they can be tightened across the board.

6. I have put the capacity at 10,000 ... however I have asked that he play "in the round" which will maximize the Capacity of the venue (11,000).

My thought is that you could take the 250-500 best seat ... add a reception (which I must clear with []) These VIP packages could be offered to you best donors.

7, BUDGET:

I spent several years in the Budget Department of the City and County ... and my budgeting skills are broadly acknowledged.

I have evolved a very straightforward mechanism for dealing with clients ... for whom I produce / promote events.

a) You approve a line item working budget. (see attached).

b) When an expenditure needs to be done ... I will have the vendor generates an invoice. Then I will generate a PURCHASE ORDER that covers the vendor invoice and assigns it to a line item in the working budget.

You will then cut a check to the proper amount to the vendor and periodically ... i will pick up checks from the Department and hand carry them to the vendor. I find that this works best to kept everyone's eye on the project ... and gives me someone on one evaluation time.

This system has worked well with the Sheraton Waikiki ... for whom I have produced New Years Eve and

<https://owa.hawaii.edu/owa/?ae=Item&t=IPM.Note&id=RgAAAACVPmk1eYDZRaRk9F...> 7/18/2012

Convention events.

My goal is to keep money in the hands of the University for as long as possible.

I see a net profit for the Department of at least 250K.

I do take into account the vast marketing resources of the Department. I will work closely with your marketing people to "dove-tail" all efforts and make sure all bases are covered.

=====

's usual fee is a guarantee vs 10% of the net proceeds //which ever is greater.

Of course, as mentioned, if there was a temporary full time position open with the department ... that would work.

This first time around we can do a straight services contract. I need to get to work on this project immediately.

We usually charge the Sheraton 10% of the artist's fee but for the UH I see half of that.

I would like to see \$22,500 ... tax included versus 10% of the net settled after the show.

would be a contractor. Any "casual" labor would be under our umbrella and not be a burden to the Department in any way.

Your will note a line item for insurance. I assume the Department has extensive liability Insurance (to which for this project would like to be added as additional insured)

However, I also get "non performance insurance" ... insuring against acts of God / travel / health / etc., If the insurance is invoked we would build in your profit in the final accounting.

=====

would propose the following schedule"

April 15th	\$7,500
May 15th	5,000
June 15th	5,000
July 15th	5,000
	=====
	\$22,500

August 15th final review / settlement.

I have found it best if you can give me a personal liaison within your department ... to whom I can give Purchase orders and pick up checks for vendor delivery.

Marketing wise ... we would delineate areas of responsibility to make sure all bases are covered.

I herewith attach my proposed "working budget".

'Best regards,

VENUE : Sheriff Arena
 DATE : August 11, 2012

It#		Sheriff
	TALENT	
1	Main Act	450,000.00
2	support	
3	Ground Trans	5,000.00
4	Catering	7,500.00
	FACILITY	
5	Rent 5%	
6	Equip Rent	1,500.00
7	Clean / Dam	
8	Technician	250.00
9	Furniture	
10	Piano Tuner	250.00
	Chairs	
	PRODUCTION	
12	Sound	25,000.00
13	Monitors	
14	Lights	25,000.00
15	St Gear	2,500.00
16	Staging	10,000.00
17	Fork	1,000.00
18	Electric	2,000.00
19	Trucking	1,500.00
20	Rigging	3,000.00
21	Soft Goods	2,500.00
22	Telephone	
23	Sp Efx	
24	Video	10,000.00
	BOX OFFICE	
25	Hall Costs	5,000.00
26	Tick Print	
27	Visa/MC	
	STAFFING	
28	Stagehands	15,000.00
29	Ushers/Tick	2,500.00
30	Police	2,000.00
31	Priv Sec	4,000.00
32	Peer Sec	
33		22,500.00
34	Fee Labor	2,500.00
35	Payroll	
	OTHER	
36	Insurance	3,500.00
37	Fee	
38	Hotel	20,000.00
39	Airfares	15,000.00
40	Misc	500.00
	TOTAL EXP	689,500.00

It# printed : July 18, 2012 9:04 AM
 days out : 24

 Sheriff

It#		
	ADVERTISING	
41	Radio	
42		
43		
44	T.V.	
45		
46	Print	
47		
48	Posters	
49	Flyers	
50		
51		
52	Radio Prod	
53	TV Prod	
54	Print Prod	
55	Passes	
56		
57	Adv Total	50,000.00

TICKET	PRINTED	SOLD
\$0.00	0	0.00
\$125.00	1,500	187,500.00
\$99.00	5,000	495,000.00
\$85.00	2,000	170,000.00
\$70.00	1,500	105,000.00
	*****	*****
	10,000.00	957,500.00
	*****	*****

GROSS REV	957,500.00
4.71 % TAX	45,098.25
ADJ GROSS	912,401.75
HALL RENT	0.00
TOTAL EXP	689,500.00
GROSS PROF (LOSS)	222,901.75
BREAK \$	800,441.14
BREAK TIKS	8,360

Copyright . 2007

Fwd: August 11th Stan Sheriff

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, April 05, 2012 10:55 AM

To: James J Donovan III [jdonovan@hawaii.edu]

Attachments: Stan Sheriff 8-11-1~1.xls (33 KB)

Jim,

Attached are the proposed budget figures for the concert.
Take a look and then we can discuss if we would like to proceed with
UH hosting this event or a straight rental to

Rich

----- Forwarded message -----

From: <_____>

Date: Tue, Apr 3, 2012 at 4:42 PM

Subject: August 11th Stan Sheriff

To: rsheriff@hawaii.edu

Rich ...

As you remember I have been working on a Sheriff / date since 2008.

I was the promoter who did him last in Hawaii. That was over 15 years ago, three shows at the NBC Arena ... with over 18,000 tickets sold.

The following has been verbally agreed to by 's management.

The contract would be generated and signed under th name of the UH Athletic Department.

Here is an over view of the current deal points.

1. Flat guarantee of \$450,000 (US)

2. Released as follows: \$50,000 binder / \$180,000 w/signed contract / \$220,000 balance before the show (TBA)

3. 17 air fares from USA (a couple 1st class) I have working relationship with Hawaiian Airbut I am sure yours is better.

4. Hotel rooms (gets a 2 bedroom suit ... for he and his valet). I work closely with of the Sheraton Waikiki ...he has frequently been a sponsor and at least given me very favorable rates.

The fact that will be a 100% benefit for the UH Athletic Department has incredible power.

5. I enclose an estimated budget for your review. The numbers are realistic ... but with the benefit angle ... I am sure they can be tightened across the board.

6. I have put the capacity at 10,000 ... however I have asked that he play "in the round" which will maximize the Capacity of the venue (11,000).

My thought is that you could take the 250-500 best seat ... add a reception (which I must clear with []) These VIP packages could be offered to you best donors.

7, BUDGET:

I spent several years in the Budget Department of the City and County ... and my budgeting skills are broadly acknowledged.

I have evolved a very straightforward mechanism for dealing with clients ... for whom I produce / promote events.

a) You approve a line item working budget. (see attached).

b) When an expenditure needs to be done ... I will have the vendor generates an invoice. Then I will generate a PURCHASE ORDER that covers the vendor invoice and assigns it to a line item in the working budget.

You will then cut a check to the proper amount to the vendor and periodically ... i will pick up checks from the Department and hand carry them to the vendor. I find that this works best to kept everyone's eye on the project ... and gives me someone on one evaluation time.

This system has worked well with the Sheraton Waikiki ... for whom I have produced New Years Eve and Convention events.

My goal is to keep money in the hands of the University for as long as possible.

I see a net profit for the Department of at least 250K.

I do take into account the vast marketing resources of the Department. I will work closely with your marketing people to "dove-tail" all efforts and make sure all bases are covered.

=====

's usual fee is a guarantee vs 10% of the net proceeds //which ever is greater.

Of course, as mentioned, if there was a temporary full time position open with the department ... that would work.

This first time around we can do a straight services contract. I need to get to work on this project immediately.

We usually charge the Sheraton 10% of the artist's fee but for the UH I see half of that.

I would like to see \$22,500 ... tax included versus 10% of the net settled after the show.

would be a contractor. Any "casual" labor would be under our umbrella and not be a burden to the Department in any way.

Your will note a line item for insurance. I assume the Department has extensive liability Insurance (to

which for this project would like to be added as additional insured)

However, I also get "non performance insurance" ... insuring against acts of God / travel / health / etc., If the insurance is invoked we would build in your profit in the final accounting.

=====

would propose the following schedule"

April 15th	\$7,500
May 15th	5,000
June 15th	5,000
July 15th	5,000
	=====
	\$22,500

August 15th final review / settlement.

I have found it best if you can give me a personal liaison within your department ... to whom I can give Purchase orders and pick up checks for vendor delivery.

Marketing wise ... we would delineate areas of responsibility to make sure all bases are covered.

I herewith attach my proposed "working budget".

'Best regards,

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

VENUE : Sheriff Arena
 DATE : August 11, 2012

*****	*****	*****	*****
It#		Sheriff	
	TALENT		
1	Main Act	450,000.00	
2	support		
3	Ground Trans	5,000.00	
4	Catering	7,500.00	
	FACILITY		
5	Rent 5%		
6	Equip Rent	1,500.00	
7	Clean / Dam		
8	Technician	250.00	
9	Furniture		
10	Piano Tuner	250.00	
	Chairs		
	PRODUCTION		
12	Sound	25,000.00	
13	Monitors		
14	Lights	25,000.00	
15	St Gear	2,500.00	
16	Staging	10,000.00	
17	Fork	1,000.00	
18	Electric	2,000.00	
19	Trucking	1,500.00	
20	Rigging	3,000.00	
21	Soft Goods	2,500.00	
22	Telephone		
23	Sp Efx		
24	Video	10,000.00	
	BOX OFFICE		
25	Hall Costs	5,000.00	
26	Tick Print		
27	Visa/MC		
	STAFFING		
28	Stagehands	15,000.00	
29	Ushers/Tick	2,500.00	
30	Police	2,000.00	
31	Priv Sec	4,000.00	
32	Peer Sec		
33		22,500.00	
34	Fee Labor	2,500.00	
35	Payroll		
	OTHER		
36	Insurance	3,500.00	
37	Fee		
38	Hotel	20,000.00	
39	Airfares	15,000.00	
40	Misc	500.00	
	TOTAL EXP	689,500.00	

It# printed : July 17, 2012 12:00 PM
 days out : 25

 Sheriff

ADVERTISING

41	Radio		
42			
43			
44	T.V.		
45			
46	Print		
47			
48	Posters		
49	Flyers		
50			
51			
52	Radio Prod		
53	TV Prod		
54	Print Prod		
55	Passes		
56			
57	Adv Total	50,000.00	

TICKET	PRINTED	SOLD
\$0.00	0	0.00
\$125.00	1,500	187,500.00
\$99.00	5,000	495,000.00
\$85.00	2,000	170,000.00
\$70.00	1,500	105,000.00

10,000.00 957,500.00

GROSS REV	957,500.00
4.71 % TAX	45,098.25
ADJ GROSS	912,401.75
HALL RENT	0.00
TOTAL EXP	689,500.00
GROSS PROF (LOSS)	222,901.75
BREAK \$	800,441.14

#VALUE! BREAK TIKS 8,360

Copyright . 2007

Re: / 8-11-12

Sent: Monday, April 16, 2012 8:56 PM
To: rsheriff@hawaii.edu
Attachments: BinderHonolulu~1.doc (503 KB)

herein attached is a final draft of booking contract ... for
your review

Ready to pull the trigger

Aloha

In a message dated 4/9/2012 10:48:34 A.M. Hawaiian Standard Time,
rsheriff@hawaii.edu writes:

I am waiting to hear back from Jim. From reading through the
information we would be on the hook for \$50,000 up front everything
else we can pay out of ticket sale revenue correct?

I will press Jim for an answer.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Mon, Apr 9, 2012 8:56 am
Subject: / 8-11-12
To: <rsheriff@hawaii.edu>

Rich ...

Hope you had a pleasant Easter ...

Just checking in on the event.

As I said / Management has approved the date and is waiting to move forward.

This is a great deal and a very positive move for the Athletic Department.

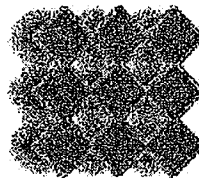
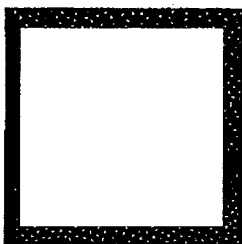
I outlined my usual deal with beneficiaries ... but nothing is written in stone.

Just let me know what you feel comfortable with and we will make it happen.

When I do budgets I am always on the conservative side ... and the finals are always best price scenarios.

Looking forward to a very successful collaboration.

Best regards,



ENGAGEMENT MEMORANDUM AGREEMENT

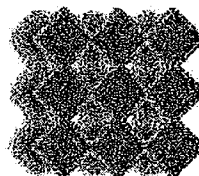
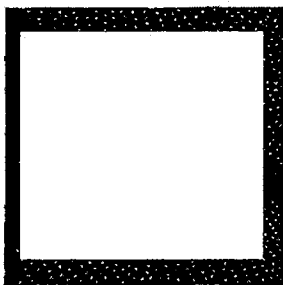
This AGREEMENT made this 16th day of April, 2012, by and between
, whose address is
for The Athletic Department of the University of
Hawaii whose address is Athletic Department, University of Hawaii Lower
Campus, Honolulu, Hawaii 96822 USA hereinafter referred to as
"Company", and c/o , whose address is
, in conjunction with
()
, hereinafter referred to as the "Booking Agent".

WHEREAS, Company engages the services of Booking Agent as the
Booking Agent for a performance/s event scheduled for August 11 2012
at the Venue: Stan Sheriff Arena, University of Hawaii, Honolulu Hawaii,
with a reserve on the night of August 10 2012 hereinafter "The Event
or Performance/s"; and

WHEREAS, Booking Agent to provide services as the Booking Agent for
p.k.a. " " Event/Performance/s;

NOW, THEREFORE, it is agreed as follows:

1. Term: Company and Booking Agent to finalize the engagement points
and date verbally agreed to by p.k.a. "
" that shall commence upon signing of this Agreement and
payment of the 'binder' for the Performance on August 11 2012 of
US\$50,000.00 (US DOLLARS FIFTY THOUSAND) and continue through
to wrap-up of The Event/Performance/s.
2. Services: Company shall provide all financing for The Event. Booking
Agent shall arrange for artist's services for The Event/Performance/s, and
Company shall provide funds to funds for those services by the
Management contract.



3. Artists: As per Company request, Booking Agent is to secure a.k.a.. " " for The Event/Performance listed herein. As such, Booking Agent requires that you remit a binder of FIFTY THOUSAND US Dollars (US\$50,000.00) for pursuance of the Artist " ". Funds shall be transmitted to an Escrow account via wire transfer as per the following instructions:

(YOUR COMPANY NAME/BINDER HOLDER)
(YOUR BANKING/BINDER HOLDERS FULL NAME AND ADDRESS)
(YOUR FULL ACCOUNT NUMBER/BINDER HOLDER)
(YOUR/BINDER HOLDERS SWIFT NUMBER)
(YOUR/BINDER HOLDERS IBAN NUMBER)

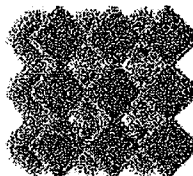
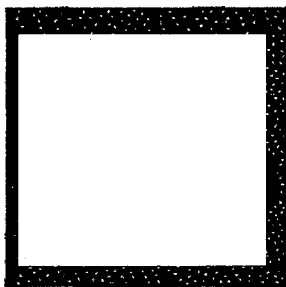
(a) Upon written acceptance of your offer, you will be issued a Contractual Agreement, in which upon signing a binder of 12.5% (\$50,000 US) of the total Artist fee shall be released to the Artist/Management. Once proof of transfer is received, the Management will release and forward the technical and hospitality requirements (rider) and promotional materials as requested.

(b) The rider will then be reviewed, finalized and agreed to by Company. The Company may announce the performance. The company will deposit the balance of the 50% (\$200,000 US) into Escrow for release to Artist Management.

(c) The Performance "binder" shall then be released to Booking Agents for booking fees/agency commission disbursements. Beneficiaries in this agreement for commissions are () and () to the sum of US\$40,000.00 (FORTY THOUSAND US DOLLARS) in total and () US\$10,000.00 (TENTHOUSAND US DOLLARS)

(d) Balance 50% (\$200,000) payable and due 2 weeks before the performance. Offer includes airfares r/t from USA not to exceed 17.

(e) These monies shall be deposited in an Escrow account created by Company in an accredited financial institution with the instructions thereto as directed by all parties to this agreement.



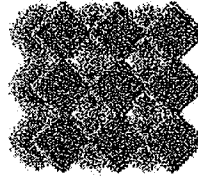
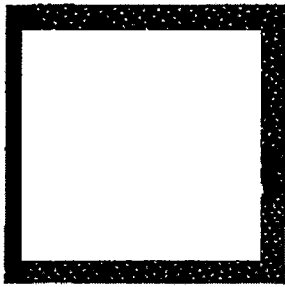
(f) If, at any point until the Performance is complete, all the funds deposited and/or dispersed shall be 100% refundable (minus Escrow fees) if the default is the responsibility of the Artist.

4. Notices: Any notice under this Agreement shall be in writing and shall be considered given when mailed by registered mail, return receipt requested, or by personal delivery, via messenger, or express mail delivery (with delivery confirmation) or facsimile to either party.

5. Entire Agreement; Amendments: This Agreement sets forth the major points between the parties and contains the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an Agreement in writing signed by the parties hereto.

6. Governing Law: This Agreement will be governed by the laws of the UNITED STATES OF AMERICA without regard to conflicts of laws principles.

7. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of HAWAII, UNITED STATES OF AMERICA



IN WITNESS WHEREOF, the parties enter this Agreement as of the date set forth above.

**ATHLETIC DEPARTMENT
UNIVERSITY OF HAWAII**

By: _____
Authorized Signatory/Date

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

Re: ' - 8/11/12

Sent: Tuesday, April 17, 2012 4:15 PM

To: rsheriff@hawaii.edu

Rich ...

With regard to traffic ...

How can a sold out Wahine Volleyball Game have any more impact on the community than a Concert?

The lower campus has thousands of more parking spaces than Blaisdell.

The logic defies me.

But as I said 8/11/12 is booked at the Blaisdell.

I checked this the first thing ... talked to head of booking.

In a message dated 4/17/2012 9:14:13 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

, sorry I didn't get back to you yesterday. Jim has been in California for meetings. I just met with him this morning. We want to have the concert on the SSC, but due to some state procurement laws we will not be able to promote it. As I see it we now have a few options. We will either ask for a percentage or flat fee and have you handle everything.

1. We figure out a way to call it an Athletic Fundraiser.
2. I talk to the city to see if we can use one of our verbally agreed upon waivers from going thru the Department of Planning and Permitting traffic mitigation plan approval process.

3. We submit the event for DPP approval.

Let me know what you think.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Tue, Apr 17, 2012 8:20 am

Subject: - 8/11/12

To: <rsheriff@hawaii.edu>

Good morning

Please take a hard look at the agreement.

This is the product of months of negotiation.

I have to point out that it is the impeccable credibility of the Athletic Dept that we would be allowed by an artist of the caliber ... to go forward with an event based on a signed contract and 10% down.

Please talk to the AD so we can move forward.

Regards,

Concert

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Tuesday, April 17, 2012 7:42 PM

To: James J Donovan III [jdonovan@hawaii.edu]

Jim,

I have had a few meetings with Vince Baldemore's group that he has put together to do some fundraising concerts. Would you be OK with me taking the Concert to that group to see if they would be interested in trying to host it as a fundraiser for the athletic department?

Let me know what you think.

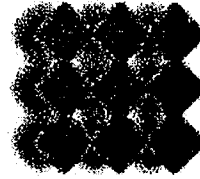
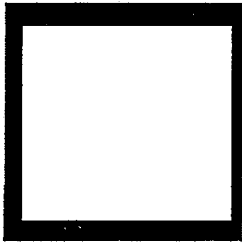
Rich

Sent from my iPad

Sent: Monday, April 30, 2012 11:59 AM
To: rsheriff@hawaii.edu; rsheriff7@gmail.com
Cc:
Attachments: BinderHonolulu~1.doc (533 KB)

Need to get this done ... this week

Cheers



ENGAGEMENT MEMORANDUM AGREEMENT

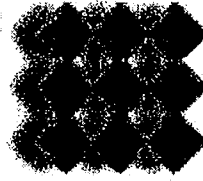
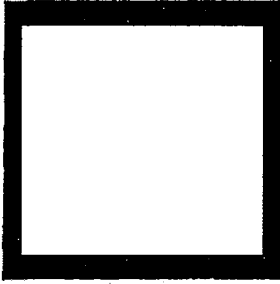
This AGREEMENT made this 22nd day of April, 2012, by and between
() for The Athletic Department of the
University of Hawaii whose address is Athletic Department, University of
Hawaii Lower Campus, Honolulu, Hawaii 96822 USA hereinafter referred
to as "Company", and c/o , whose address
is , in conjunction with
()
, hereinafter referred to as the "Booking Agent".

WHEREAS, Company engages the services of Booking Agent as the
Booking Agent for a performance/s event scheduled for August 11 2012
at the Venue: Stan Sheriff Arena, University of Hawaii, Honolulu Hawaii,
with a reserve on the night of August 10 2012 hereinafter "The Event
or Performance/s"; and

WHEREAS, Booking Agent to provide services as the Booking Agent for
p.k.a. " " Event/Performance/s;

NOW, THEREFORE, it is agreed as follows:

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and date verbally agreed to by p.k.a. "
" that shall commence upon signing of this Agreement and
payment of the 'binder' for the Performance on August 11 2012 of
US\$50,000.00 (US DOLLARS FIFTY THOUSAND) and continue through
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Agent shall arrange for artist's services for The Event/Performance/s, and
Company shall provide funds to funds for those services by the
Management contract.



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(YOUR COMPANY NAME/BINDER HOLDER)
(YOUR BANKING/BINDER HOLDERS FULL NAME AND ADDRESS)
(YOUR FULL ACCOUNT NUMBER/BINDER HOLDER)
(YOUR/BINDER HOLDERS SWIFT NUMBER)
(YOUR/BINDER HOLDERS IBAN NUMBER)

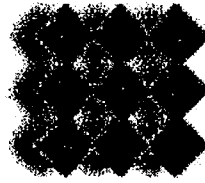
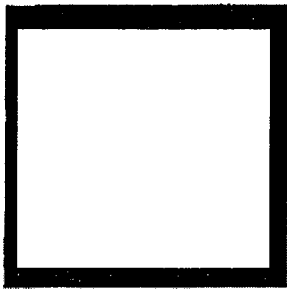
(a) Upon written acceptance of your offer, you will be issued a Contractual Agreement, in which upon signing a binder of 12.5% (\$50,000 US) of the total Artist fee shall be released to the Artist/Management. Once proof of transfer is received, the Management will release and forward the technical and hospitality requirements (rider) and promotional materials as requested.

(b) The rider will then be reviewed, finalized and agreed to by Company. The Company may announce the performance to "Boosters" and MACC Sponsors only. Upon 50% per cent deposit being received and fully executed agreement tickets will go on sale to the public. The company will deposit the balance of the 50% (\$200,000 US) into Escrow for release to Artist Management.

(c) The Performance "binder" shall then be released to Booking Agents for booking fees/agency commission disbursements. Beneficiaries in this agreement for commissions are () and () to the sum of US\$40,000.00 (FORTY THOUSAND US DOLLARS) in total and () US\$10,000.00 (TENTHOUSAND US DOLLARS)

(d) Balance 50% (\$200,000) payable and due 2 weeks before the performance. Offer includes airfares r/t from USA not to exceed 17.

(e) These monies shall be deposited in an Escrow account created by Company in an accredited financial institution with the instructions thereto as directed by all parties to this agreement.



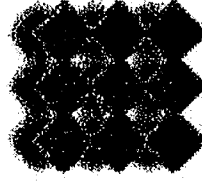
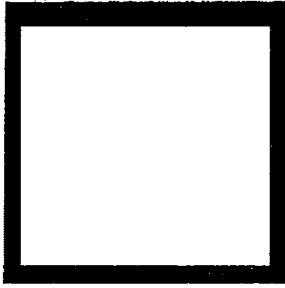
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4. Notices: Any notice under this Agreement shall be in writing and shall be considered given when mailed by registered mail, return receipt requested, or by personal delivery, via messenger, or express mail delivery (with delivery confirmation) or facsimile to either party.

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IN WITNESS WHEREOF, the parties enter this Agreement as of the date set forth above.

**UNIVERSITY OF HAWAII
ATHLETIC DEPARTMENT**

By: _____
Authorized Signatory/22 April 2012

By: _____
Authorized Signatory/22 April 2012

BOOKING AGENT

By: _____
Authorized Signatory/22 April 2012

BOOKING AGENT

By: _____
Authorized Signatory/22 April 2012

Fwd: Benefit Concert for UH Athletics August 11, 2012

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, May 03, 2012 9:00 AM

To: James J Donovan, III [jdonovan@hawaii.edu]

Jim,

I went to NBC to ask permission for UH to host the benefit concert. Below is the approval from . At this point are you OK with Ryan and I trying to formulate an agreement (per your review) with to host this event?

is very nervous that the group will book a deal in the mainland if we don't get something going soon.

I would like to have a draft already in the works for your review when you return from the mainland.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:

Date: Wed, May 2, 2012 4:35 pm

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard: You have our permission to proceed with the benefit booking

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 3:21 PM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Thank you for your assistance!

Rich

On: Wed, May 2, 2012 at 2:56 PM,

Richard. I will get back to you by tomorrow

wrote:

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 1:08 PM

To:

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

We do not have any other events on lower campus on that date.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Wed, May 2, 2012 12:50 pm

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard: Is there any other sport activity that day?

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 12:42 PM

To:

Cc: Ryan M. Akamine

Subject: Benefit Concert for UH Athletics August 11, 2012

Thank you for our conversation today. As I have told you on the phone, the University of Hawaii Athletics Department has been approached by a local promoter to host a benefit concert for the Athletic Department at the Stan Sheriff Center. This will be a 100% profit after expenses benefit to the UH Athletics Department. The show date would be Saturday August 11, 2012. It is my understanding the the-NBC is pursuing different show for this date. The entertainer is a prominent mainland act. This will be a great opportunity for the UHAD to help towards balancing our budget.

Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

--
Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

Re: Benefit Concert for UH Athletics August 11, 2012

Jim Donovan [jdonovan@hawaii.edu]

Sent: Thursday, May 03, 2012 6:40 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: ryan.akamine@hawaii.edu

Rich:

I'm fine with you working with Ryan on a concert managed by to benefit UH athletics.

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

On May 3, 2012, at 9:00 AM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Jim,
I went to NBC to ask permission for UH to host the benefit concert. Below is the approval from . At this point are you OK with Ryan and I trying to formulate an agreement (per your review) with to host this event?

is very nervous that the group will book a deal in the mainland if we don't get something going soon.

I would like to have a draft already in the works for your review when you return from the mainland.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:

Date: Wed, May 2, 2012 4:35 pm

Subject: Benefit Concert for UH Athletics August 11, 2012

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard You have our permission to proceed with the benefit booking

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Wednesday, May 02, 2012 3:21 PM

To:

ATTACHMENT 58

Subject: Re: Benefit Concert for UH Athletics August 11, 2012

Thank you for your assistance!

Rich

On Wed, May 2, 2012 at 2:56 PM, wrote:
Richard. I will get back to you by tomorrow

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Wednesday, May 02, 2012 1:08 PM
To:
Subject: Re: Benefit Concert for UH Athletics August 11, 2012

We do not have any other events on lower campus on that date.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Wed, May 2, 2012 12:50 pm
Subject: Benefit Concert for UH Athletics August 11, 2012
To: "Richard Sheriff" <rsheriff@hawaii.edu>

Richard: Is there any other sport activity that day?

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Wednesday, May 02, 2012 12:42 PM
To:
Cc: Ryan M. Akamine
Subject: Benefit Concert for UH Athletics August 11, 2012

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Please confirm that the City & County of Honolulu and NBC are in full support of the University of Hawaii and UH Athletics hosting this benefit concert at the Stan Sheriff Center.

We truly appreciate your assistance with this great opportunity. Please respond as soon as possible as finalizing this event is time sensitive.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Honolulu and Maui....

Sent: Saturday, May 05, 2012 8:58 PM
To: rsheriff@hawaii.edu
Attachments: Event Management draft ~1.doc (40 KB)

Here are answers.

In a message dated 5/5/2012 7:06:51 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Take a loog at afew notes and questions on the contract that you sent over. Please provide me responses where needed. I think we are getting close.

Rich

On Fri, May 4, 2012 at 7:45 PM, <_____> wrote:
Thanks Rich ...

These deal points would be in the agreement between you (Athletic Department) and me () ?

Correct?

The working agreement I sent you several weeks ago would be a good starting point.

I will resend.

Regards,

In a message dated 5/4/2012 12:40:50 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

We are working on the contract, Please send me a list of points that you would like to see included in it.

Rich

On Wed, May 2, 2012 at 11:44 AM, <_____> wrote:
Not to be bother ... but I don't want to lose the deal ...

If you remember several years ago ... quoted me 750k for a date in Honolulu ... I have been able to get Honolulu down by three hundred thousand dollars.

The Blaisdell is not available ..

Lets get this done this week.

Regards,

From: _____
To: _____
Sent: 5/2/2012 10:36:14 A.M. Hawaiian Standard Time
Subj: Honolulu and Maui...

Dear _____,

I hope you are feeling much better :)

How are we doing with _____ ? _____ is asking us if we are going to
commit and close.

Kindest regards,

Any offers to artistes, agents, promoters and/or venues are without prejudice and subject to a written
and signed contract.

_____ are not responsible for the compliance by Contractors or Artists with their respective
obligations although we take all normal precautions. _____ are acting as agents and not as
principal and as such accepts no liabilities for any acts, failures, errors and omissions on part of the
principal.

The information in this Internet e-mail (and any attachments) is confidential, may be legally privileged
and is intended solely for the Addressee(s) named above. If you are not the intended recipient, or the
employee or agent responsible for delivering it to the intended recipient, then any dissemination or
copying of this e-mail (and any attachments) is prohibited and may be unlawful. If you received this e-
mail in error, please immediately notify us by e-mail or telephone, then delete the message. Thank
you.

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii

1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

EVENT MANAGEMENT AGREEMENT

This agreement for the event management services described below made this day, May 4, 2012 between The Athletic Department of the University of Hawaii (hereinafter called the Producer) and independent contractor, _____, a Hawaii corporation (hereinafter called _____)

The Producer hereby engages _____ to perform Event Management Services (hereinafter called Services), as delineated in Sections 10 of this agreement for the hereby-outlined project:

1. Name of the Project: _____ Benefit Concert (BC);
2. Site of the Project: Stan Sheriff Center Multi-Use Arena;
3. Address of Project: University of Hawaii, Honolulu, Hawaii 96822
4. Date of the Project: Saturday August 11, 2012;
5. Type of Project: Benefit Concert for UH Athletics open to the public;
6. Event Management Services to be rendered by _____ : As delineated in Sec 10;
7. Fee agreed upon: \$22,500.00 (US)

Method of Payment

Cash, Cashier's Check, Local Business Check, or Wire Transfer.

DEPOSIT: \$7,500 (US) due with signed _____ Contract

BALANCE: Payable to _____ . In 3 equally spaced intervals, with any balance due settled 10 working days after the event.

8. **INDEPENDENT CONTRACTOR:** _____ acknowledges that they shall perform their obligations hereunder as independent contractors and NOT AS EMPLOYEES of the Producer. _____ further acknowledges that they are not on the Producer's payroll / Social Security / or tax withholding rolls.

9. **THIS CONTRACT** constitutes the sole, complete, and binding agreement between the Producer and _____ .

10. _____ . will, at the consent and direction of the Producer:

GENERATE a practical budget and adhere to it. (See Budget Addendum herewith attached);

Any budgets hereunder generated are _____'s professional estimate; unseen factors may cause the budget to change. The Producer will forward the artist "binder" (\$50,000.00) to a designated artist agent escrow account. This binder is 100% refundable should performer not execute the Artist contract. (I want to see if we can add the binder fee for your group into the contract as an expense?) (After the binder is paid does that mean that the balance due to the artist is \$400,000?) The 50k binder is part of the 450k ... the balance is 400k after the binder is paid.

Upon sending the binder the Producer may announce the benefit to the members of Booster Clubs for VIP reservations and a possible pre / or post concert reception. _____ will use its best offices to provide _____ attendance at the event.

Upon payment of the 1st artist deposit (\$225,000) the Producer may go on sale to the general public. (Will the Producer be allowed to sell tickets prior to this 1st payment in order to use ticket revenue to make this payment?) The agreement I have in place with _____ Management / Booking agent is that the UH Booster Club / Alumni Assoc be allowed to pre-sell tickets to its membership ... take reservations and deposits ... then use this money to cover the 1st deposit.

AFTER THE 1ST DEPOSIT IS PAID ... THEN WE GO ON SALE TO THE GENERAL PUBLIC.

COORDINATE venue event services; to include, but not limited to: staging, sound, lights, ushers, ticket takers, configuration, house technicians, incidental rentals, box office (at the request of the Producer). (I would like to discuss details with you if we can use our stage to reduce costs and approach some of the vendors (Rhema/Theatrix/Eggshell) that do a lot of work in the SSC to give us a rock bottom price for this benefit) These are the same contractors I use. I suggest I get an initial bid from each vendor AND THEN ... ONCE I GET A NUMBER ... YOU CALL THEM UP AND USE YOUR LEVERAGE TO GET EVEN LOWER PRICES.

I ASSUME THAT YOUR STAGE IS ADEQUATE. I AM GETTING TO AGREE TO PLAY IN THE "ROUND" ... IN WHICH CASE MIGHT NEED TO PUT A TURNTABLE ON A FIXED STAGE (YOURS) ... IT IS WHAT I DID LAST TIME WHEN I DID THE SHOWS AT THE ARENA.

THIS GIVES US A CAPACITY OF MORE LIKE 11,000

LAISON with _____ : to include venue use, rehearsal, technical needs, show transportation, required refreshments, etc.;

COORDINATE: required venue security, required liability and non-performance insurance;

EXECUTE: an effective advertising / Public Relations campaign within the delineated budget constraints, to include Radio, TV, Cable, print interviews, poster/flyer (and their distribution), Press Releases, Social Media and special appearances.

ONCE the event goes on sale to the general public, and there are adequate funds in the box office, the Producer shall allow _____, through an agreed system of Purchase Orders with accompanying vender Invoices to have access to the box office for required deposits. This Purchase Order shall assigned line item numbers reflected in the attached budget.

_____ shall procure, as a budget expense item, a non-performance insurance policy covering all expenses and projected profits, should there be an artist cancellation at no fault of the Producer.

GOOD COUNSEL: _____ will be available for consultation and Implementation of off site project related services like Hotel, Freight and such other services as mutually agreed, at the direction and expense of the Producer. Producer Will be allowed to use established trade agreements when ever possible to help reduce over all expense. **ABSOLUTLY ...**

IN CASE OF DEFAULT BY PRODUCER: Liquid damages of the Production will be plus reasonable attorneys fees and court costs. It is agreed that the Judicial Venue will be Honolulu, Hawaii. Producer hereby indemnifies _____ of any and all liability in its management of this project while working as directed by the Producer.

15. PRODUCER'S REPRESENTATIVE: _____ is hereby sanctioned to act as the Producer's representative in this project. This representation will be done at the advice and consent of the Producer. Producer shall generate a letter designating _____ as its representative in this benefit promotion.

ALL FINANCIAL OBLIGATIONS OF THIS PROJECT ARE THE RESPONSIBILITY OF THE PRODUCER.

For the Athletic Department

**. University of Hawaii
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579**

Ryan Akamine

From: Richard Sheriff [rsheriff@hawaii.edu]
Sent: Monday, May 07, 2012 12:04 PM
To: Ryan Akamine
Subject: Benefit Concert.
Attachments: Event Management Contract UH- doc

Ryan

Attached are some points that the University and would like to see in the first draft of the benefit concert contract. Let me know what you think.

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

EVENT MANAGEMENT AGREEMENT

This agreement for the event management services described below made this day, May 4, 2012 between The Athletic Department of the University of Hawaii (hereinafter called the Producer) and independent contractor, _____, a Hawaii corporation (hereinafter called _____)

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1. Name of the Project: _____ Benefit Concert (BC);
2. Site of the Project: Stan Sheriff Center Multi-Use Arena;
3. Address of Project: University of Hawaii, Honolulu, Hawaii 96822
4. Date of the Project: Saturday August 11, 2012;
5. Type of Project: Benefit Concert for UH Athletics open to the public;
6. Event Management Services to be rendered by _____ : As delineated in Sec 10;
7. Fee agreed upon: \$22,500.00 (US)

Method of Payment

Cash, Cashier's Check, Local Business Check, or Wire Transfer.

DEPOSIT: \$7,500 (US) due with signed _____ Contract

BALANCE: Payable to _____ . In 3 equally spaced intervals, with any balance due settled 10 working days after the event.

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9. THIS CONTRACT constitutes the sole, complete, and binding agreement between the Producer and _____ .

10. _____ . will, at the consent and direction of the Producer:

GENERATE a practical budget and adhere to it. (See Budget Addendum herewith attached);

Any budgets hereunder generated are _____'s professional estimate; unseen factors may cause the budget to change. The Producer will forward the artist "binder" (\$50,000.00) to a designated artist agent escrow account. This binder is 100% refundable should performer not execute the Artist contract. A binder fee of 10,000 will be paid from ticket revenue to _____. After the binder is paid the balance due to the artist is \$400,000?)

Upon sending the binder the Producer may announce the benefit to the members of Booster Clubs for VIP reservations and a possible pre / or post concert reception. _____ will use its best offices to provide _____ attendance at the event. The producer will be allowed to pre-sell tickets to the University staff, booster clubs and all season ticket holders.

Artist first deposit can be made from advance sales. Upon payment of the 1st artist deposit (\$225,000) the Producer may go on sale to the general public.

COORDINATE venue event services; to include, but not limited to: staging, sound, lights, ushers, ticket takers, configuration, house technicians, incidental rentals, box office (at the request of the Producer). Producer will use existing equipment (stage) and anything that will allow producer to keep expenses to a minimum

LAISON with _____ : to include venue use, rehearsal, technical needs, show transportation, required refreshments, etc.;

COORDINATE: required venue security, required liability and non-performance insurance;

EXECUTE: an effective advertising / Public Relations campaign within the delineated budget constraints, to include Radio, TV, Cable, print interviews, poster/flyer (and their distribution), Press Releases, Social Media and special appearances.

ONCE the event goes on sale to the general public, and there are adequate funds in the box office, the Producer shall allow _____, through an agreed system of Purchase Orders with accompanying vendor Invoices to have access to the box office for required deposits. These Purchase Order shall assigned line item numbers reflected in the attached budget.

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GOOD COUNSEL: _____ will be available for consultation and Implementation of off site project related services like Hotel, Freight and such other

services as mutually agreed, at the direction and expense of the Producer. Producer will be allowed to use established trade (hotel, airline) agreements when ever possible to help reduce over all expense.

IN CASE OF DEFAULT BY PRODUCER: Liquid damages of the Production will be plus reasonable attorneys fees and court costs. It is agreed that the Judicial Venue will be Honolulu, Hawaii. Producer hereby indemnifies of any and all liability in its management of this project while working as directed by the Producer.

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ALL FINANCIAL OBLIGATIONS OF THIS PROJECT ARE THE RESPONSIBILITY OF THE PRODUCER.

for the Athletic Department
University of Hawaii
Lower Campus
Honolulu, Hawaii 96822
Tel: 808 956-6955
Cell: 808 479-2579

Re: (no subject)

Sent: Wednesday, May 09, 2012 3:27 PM

To: rsheriff@hawaii.edu

Rich ...

Need contract ASAP ...

Just got a call from Management/agent ... we need to finalize this week or we will lose it.

Thanks,

In a message dated 5/8/2012 11:11:05 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes, I think we are looking at your group putting up the binder fee. UH Legal Counsel is working on the contract.

Rich

On Sat, May 5, 2012 at 11:20 PM, <_____>

wrote:

: Rich ...

: Just to clarify one thing ...

: Do you propose that the Booster Club come up with the 50k binder ...

or

My people come up with the 50K for a 10k service fee ?

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822



Office of Intercollegiate Athletics • 1337 Lower Campus Road • Honolulu, Hawaii 96822-2370

May 10, 2012

Dear :


This letter is to confirm that the University of Hawaii will make the Stan Sheriff Center available for you to host the – UH Athletics Benefit Concert on August 9, 10 & 11, 2012. We are very excited about the opportunity to have such a great entertainer involved in a project to benefit UH Athletics. We appreciate the opportunity to offer presale tickets to all of the people who financially support UH Athletics as well being able to offer presale tickets to the rest of the University of Hawaii family.

You have our full support in making this benefit concert a truly outstanding event for all who attend. We will help support your efforts by providing as much access to our social media outlets and media trade that we can. We hope you will also involve our corporate sponsors who would so choose to support this project.

We are particularly grateful for you coordinating a special meet and greet package with for up to 200 of our most loyal supporters.

From this point forward please work with Ryan Akamine, UH Legal Counsel, and Richard Sheriff, Manager of the Stan Sheriff Center, to finalize the details of the rental and donation agreement.

Sincerely,


James J. Donovan III
Director of Athletics
University of Hawaii

An Equal Opportunity/Affirmative Action Institution

ATTACHMENT 62

University-955

RECEIVED

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

LEGAL SERVICES REQUEST FORM - For Menoa Requests 12 MAY -4 P5:47

Date: May 3, 2012 MANOA CHANCELLOR'S OFFICE
Requestor/Contact Name: Richard Sheriff
Campus - School/College - Department: Intercollegiate Athletics
Phone No.: (808) 956-6958 Facsimile No.: (808) 9566908
Email: _____

- Nature of Request**
Summarize your request and the nature of the University's involvement, (e.g. contract review, respond to a subpoena, request for legal opinion, etc.). Attach any relevant documents. *(Please use another sheet if you need more space.)*
Help UH Athletic Department with the legalities of the Stan Sheriff Center PRU in regards to a benefit concert for the department.
- Date for Response**
Indicate the date by which a response is desired.
Monday May 7, 2012
- Do you wish for a written opinion or oral response?**
Oral response.

Requests must be approved by Dean/Director & Vice Chancellor (Chancellor if direct report).

<u>[Signature]</u> Dean/Director Signature	<u>Carol Clapp</u> Type Dean/Director Name	<u>5/1/12</u> Date
<u>[Signature]</u> Vice Chancellor(VC)/Chancellor Signature	<u>Virginia S. Hinchey</u> Type VC / Chancellor Name	<u>5/4/12</u> Date

Please submit the completed form via mail/facsimile/hand delivery to:
Darolyn H. Lendio
Vice President for Legal Affairs
and University General Counsel
2444 Dole Street, Bachman 110
Honolulu, Hawaii 96822
Facsimile No.: (808) 956-2109

This request is a confidential communication and should be treated as such. Indicate "Confidential" on the envelope and/or the facsimile cover sheet.

Manoa (Revised 9/30/09)

From:
Sent: Monday, July 09, 2012 10:42 PM
To:
Subject: Fwd:

This was in May

From:
To:
Sent: 5/15/2012 9:11:37 P.M. Hawaiian Standard Time
Subj: Re:

Thanks , I really hope that is within the next 24 hours as my client for is getting very impatient, I did mention that I had another offer coming in for but as I thought, it wont be looked at till I move one way or another re Hawaii :{{

On Tue, May 15, 2012 at 11:20 PM, < > wrote:
Waiting for money to hit my account ...

In a message dated 5/15/2012 10:14:47 A.M. Hawaiian Standard Time, _____ writes:

Morning

We have to get this deal totally completed before Friday start of business US day in Miami. It's been going on way too long and we're not looking 'real' We're at the last 2 hurdles let's put this to bed please.

On Mon, May 14, 2012 at 9:23 PM, < > wrote:
OK

In a message dated 5/14/2012 5:41:22 A.M. Hawaiian Standard Time, _____ writes:

Good morning

Hope you had a lovely weekend. Looking forward to receiving the contract and the Escrow transfer, once the transfer has been made if you can send me a copy of the transaction we should be able to move on this while it is clearing in Miami. Once we've secured for the UH then i'll confirm this with and he can go ahead with his booking.

Kindest regards,

Any offers to artistes, agents, promoters and/or venues are without prejudice and subject to a written and signed contract.

are not responsible for the compliance by Contractors or Artists with their respective obligations although we take all normal precautions. are acting as agents and not as principal and as such accepts no liabilities for any acts, failures, errors and omissions on part of the principal.

The information in this Internet e-mail (and any attachments) is confidential, may be legally privileged and is intended solely for the Addressee(s) named above. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, then any dissemination or copying of this e-mail (and any attachments) is prohibited and may be unlawful. If you received this e-mail in error, please immediately notify us by e-mail or telephone, then delete the message. Thank you.

--
Kindest regards,

From:
Sent: Monday, July 09, 2012 10:46 PM
To:
Subject: Fwd: (no subject)

From:
To:
Sent: 5/18/2012 1:37:13 P.M. Hawaiian Standard Time
Subj: Re: (no subject)

Well you know them better than me and I'm sure they wouldn't say that everything is fine and dandy, that the show/s are going ahead and funds are being sent without it being true, there would be no point. We have definitely worked very hard on this and both deserve to see the shows going ahead.

On Fri, May 18, 2012 at 10:57 PM, <_____> wrote:
I am just a stuck as you are ...

As I said 10 seconds after I have the money ... you will know.

I am very very pissed ...

You and I worked too hard to lose it now.

In a message dated 5/18/2012 10:36:23 A.M. Hawaiian Standard Time, _____ writes:

OK _____, I'll do my best and so will _____ to accommodate everyone.
Let's see what today brings.

On Fri, May 18, 2012 at 9:53 PM, <_____> wrote:

...

Here's where I am at ...

I can appreciate you have other obligations ...

I have talked to everyone today ...

I am told "universally" that the binder money is done and on its way.

I have heard that for the last 3 days.

I am under great pressure also ... anything that additional pressure from our clients creates does not change reality.

I have told everyone to stop talking & just send me the money.

So>>>> WHAT I NEED FOR YOU TO DO IS TO COME UP WITH A DROP-DEAD DATE WHEN HAWAII IS NOT GOING TO WORK ANY MORE.

THENNN ... WHEN THAT POINT COMES ... YOU EMAIL ME AND I WILL CANCEL HAWAII.

I AM PUTTING PRESSURE ON ALL AREAS THAT I CAN ...

WHEN THE DROP-DEAD POINT COMES ... I WILL CONTACT EVERYONE ... APOLIGIZE AND MOVE ON.

NO AMOUNT OF PRESSURE IS GOINT TO GET THE MONEY SOONER.

I WAS TOLD THAT I WOULD HAVE THE MONEY WEDNESDAY.

I TALKED TO MY PEOPLE TODAY AND THEY SAID THEIR LAWYER WAS SENDING IT TO ME.

AS I SAID ... TOO DAMN MANY... BLOODY LAWYERS.

THESE PEOPLE SEEM TO MAKE DECISIONS IN 3 OR 4 DAY TIME PERIODS ... WE MOVE IN HOURS.

EVERYONE TRYING TO GET A "TASTE" ... WHEN THE WHOLE DEAL IS RUNNING OUT OF TIME.

IT SEEMS LIKE EVERYONE IS THINKING HAS TOO MUCH TIME INVESETED IN THIS PROJECT ... TO BLOW IT OFF ... THEY ARE WRONG.

I AM FRUSTREATED AND READEY TO PULL THE PLUG MYSELF.

AS I SAID MY PEOPLE SAID EVERYTHING IS OK ... GREAT JUST FINE

EXCEPT I HAVE NOT SENT YOU THE MONEY.

IN THENEXT FEWDAYS ... THE VENUE EXPECTS ME TO SIGN A CONTRACT ... I WAS LOOKING FORWARD TO A BRIGHT FUTURE FOR US AND THE VENUE.

r

--
Kindest regards,

Any offers to artists, agents, promoters and/or venues are without prejudice and subject to a written and signed contract.

..... are not responsible for the compliance by Contractors or Artists with their respective obligations although we take all normal precautions. are acting as agents and not as principal and as such accepts no liabilities for any acts, failures, errors and omissions on part of the principal.

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Ryan Akamine

From: Richard Sheriff [rsheriff@hawaii.edu]
Sent: Thursday, May 10, 2012 10:37 AM
To: Ryan Akamine
Subject: Fwd: / 8-11-12
Attachments: BinderHonolulu- UH FINAL.doc

----- Forwarded message -----

From: <>
Date: Mon, Apr 16, 2012 at 8:56 PM
Subject: Re: / 8-11-12
To: rsheriff@hawaii.edu

herein attached is a final draft of booking contract ... for your review

Ready to pull the trigger

Aloha

In a message dated 4/9/2012 10:48:34 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I am waiting to hear back from Jim. From reading through the information we would be on the hook for \$50,000 up front everything else we can pay out of ticket sale revenue correct?

I will press Jim for an answer.

Rich

Sent from my HTC on the Now Network from Sprint

----- Reply message -----

From:
Date: Mon, Apr 9, 2012 8:56 am
Subject: / 8-11-12
To: <rsheriff@hawaii.edu>

Rich ...

Hope you had a pleasant Easter ...

Just checking in on the event.

As I said / Management has approved the date and is waiting to move forward.

This is a great deal and a very positive move for the Athletic Department.

I outlined my usual deal with beneficiaries ... but nothing is written in stone.

Just let me know what you feel comfortable with and we will make it happen.

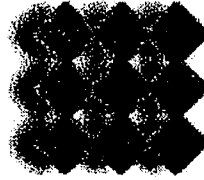
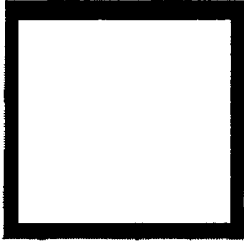
When I do budgets I am always on the conservative side ... and the finals are always best price scenarios.

Looking forward to a very successful collaboration.

Best regards,

—
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

7/17/2012



ENGAGEMENT MEMORANDUM AGREEMENT

This AGREEMENT made this 16th day of April, 2012, by and between
, whose address is
for The Athletic Department of the University of
Hawaii whose address is Athletic Department, University of Hawaii Lower
Campus, Honolulu, Hawaii 96822 USA hereinafter referred to as
"Company", and c/o , whose address is
, in conjunction with
()
, hereinafter referred to as the "Booking Agent".

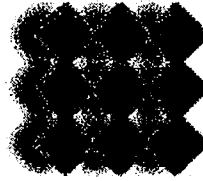
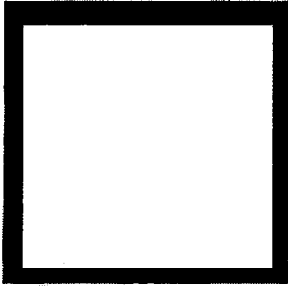
WHEREAS, Company engages the services of Booking Agent as the
Booking Agent for a performance/s event scheduled for August 11 2012
at the Venue: Stan Sheriff Arena, University of Hawaii, Honolulu Hawaii,
with a reserve on the night of August 10 2012 hereinafter "The Event
or Performance/s"; and

WHEREAS, Booking Agent to provide services as the Booking Agent for
p.k.a. " " Event/Performance/s;

NOW, THEREFORE, it is agreed as follows:

1. Term: Company and Booking Agent to finalize the engagement points
and date verbally agreed to by p.k.a. "
" that shall commence upon signing of this Agreement and
payment of the 'binder' for the Performance on August 11 2012 of
US\$50,000.00 (US DOLLARS FIFTY THOUSAND) and continue through
to wrap-up of The Event/Performance/s.

2. Services: Company shall provide all financing for The Event. Booking
Agent shall arrange for artist's services for The Event/Performance/s, and
Company shall provide funds to funds for those services by the
Management contract.



3. Artists: As per Company request, Booking Agent is to secure
a.k.a.. " " for The
Event/Performance listed herein. As such, Booking Agent requires that
you remit a binder of FIFTY THOUSAND US Dollars (US\$50,000.00) for
pursuance of the Artist ". Funds shall be transmitted
to an Escrow account via wire transfer as per the following instructions:

(YOUR COMPANY NAME/BINDER HOLDER)
(YOUR BANKING/BINDER HOLDERS FULL NAME AND ADDRESS)
(YOUR FULL ACCOUNT NUMBER/BINDER HOLDER)
(YOUR/BINDER HOLDERS SWIFT NUMBER)
(YOUR/BINDER HOLDERS IBAN NUMBER)

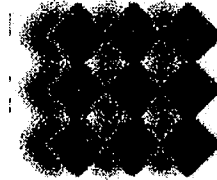
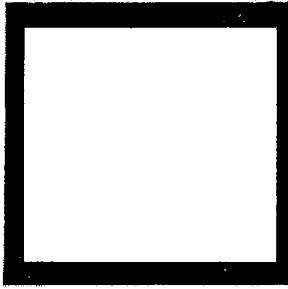
(a) Upon written acceptance of your offer, you will be issued a Contractual Agreement, in which upon signing a binder of 12.5% (\$50,000 US) of the total Artist fee shall be released to the Artist/Management. Once proof of transfer is received, the Management will release and forward the technical and hospitality requirements (rider) and promotional materials as requested.

(b) The rider will then be reviewed, finalized and agreed to by Company. The Company may announce the performance. The company will deposit the balance of the 50% (\$200,000 US) into Escrow for release to Artist Management.

(c) The Performance "binder" shall then be released to Booking Agents for booking fees/agency commission disbursements. Beneficiaries in this agreement for commissions are () and () to the sum of US\$40,000.00 (FORTY THOUSAND US DOLLARS) in total and () US\$10,000.00 (TENTHOUSAND US DOLLARS)

(d) Balance 50% (\$200,000) payable and due 2 weeks before the performance. Offer includes airfares r/t from USA not to exceed 17.

(e) These monies shall be deposited in an Escrow account created by Company in an accredited financial institution with the instructions thereto as directed by all parties to this agreement.



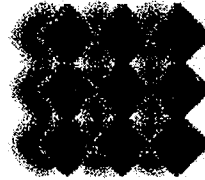
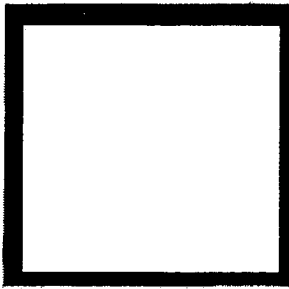
(f) If, at any point until the Performance is complete, all the funds deposited and/or dispersed shall be 100% refundable (minus Escrow fees) if the default is the responsibility of the Artist.

4. Notices: Any notice under this Agreement shall be in writing and shall be considered given when mailed by registered mail, return receipt requested, or by personal delivery, via messenger, or express mail delivery (with delivery confirmation) or facsimile to either party.

5. Entire Agreement; Amendments: This Agreement sets forth the major points between the parties and contains the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an Agreement in writing signed by the parties hereto.

6. Governing Law: This Agreement will be governed by the laws of the UNITED STATES OF AMERICA without regard to conflicts of laws principles.

7. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of HAWAII, UNITED STATES OF AMERICA



IN WITNESS WHEREOF, the parties enter this Agreement as of the date set forth above.

**ATHLETIC DEPARTMENT
UNIVERSITY OF HAWAII**

By: _____
Authorized Signatory/Date

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

BOOKING AGENT

By: _____
Authorized Signatory/Date

Re: Final Seat Pricing Levels

Sent: Wednesday, May 23, 2012 3:49 PM

To: rsheriff@hawaii.edu

Rich .

Looks right to me ... should have contract signed tomorrow.

Cheers,

In a message dated 5/23/2012 2:12:14 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I have finalized the pricing levels they are listed below

252 @ \$250 - Meet & Greet Floor Seats

2278 @ \$125 - Remainder of Floor Seats and riser up to row 13

4271 @ \$99 - Lower Level Row 14 to Upper Level Row 7

2848 @ \$85 - Upper Level Row 8-14

1458 @ \$70 - Upper Level Rows 15, 16, & 17

I will have ticket office finish building the show and I will check with our UH Legal Counsel to see where we are on the contract.

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, May 24, 2012 5:18 PM
To: Jim Donovan (jdonovan@hawaii.edu); Rich Sheriff (rsheff@hawaii.edu)
Cc: Darolyn H. Lendio;
Attachments: 2012 Agreement for Use of ~1.doc (87 KB)

Jim and Rich, take a look at the attached and let me know your thoughts. Specifically look at the provisions about the dates and fees.

Rich, are you comfortable that the City has waived all dates?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

CONFIDENTIALITY NOTICE:

This E-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this E-mail or any attachment is prohibited. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

AGREEMENT BETWEEN UNIVERSITY OF HAWAII AT MANOA
AND _____, AN ENTERTAINMENT
CORPORATION, FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated May 29, 2012, is by and between the
UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and
_____, AN ENTERTAINMENT CORPORATION
("_____"), for the use of the Stan Sheriff Center to hold the
Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and
thanks _____ for its offer and agreement to promote the
Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic
department.

W I T N E S S E T H

1. Description of Premises. UNIVERSITY, for and in consideration of
the covenants and agreements to be performed by _____ as contained in
this Agreement, hereby authorizes the use of the specific floor and ground
areas within the walls of Stan Sheriff Center ("SSC") by _____ for the
purpose of the _____ Benefit Concert ("Event") on the dates and
periods hereinafter set forth, with the right of ingress and egress to the
following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 9, 2012, Friday, August 10, 2012 and Saturday, August 11, 2012, during the times specified below.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than July 1, 2012. _____ shall have access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. _____ will be allowed access to the SSC on all Event days from 7:00 a.m.

4. User Fee. There shall be no User Fee charged to _____ by the UNIVERSITY, however, _____ shall donate to the UNIVERSITY \$150,000 or fifty percent of _____'s net revenue for the Event, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist _____'s promotion of the Event in the following manner:

A. Pre-Sale Tickets shall be made available to UNIVERSITY's athletic booster groups, as well as the UHAA, UH Foundation and the UNIVERSITY's students and employees.

B. Revenues from Pre-Sale Tickets in an amount not to exceed \$200,000.00 may be utilized by _____ to reserve and secure the talents and services of _____, the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by _____ to make additional payments to entertainers and service providers necessary for producing a successful Event.

D. UNIVERSITY shall use its best efforts to help _____ promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. _____ shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including

ushers, usher supervisors, support, parking and janitorial personnel.
will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within thirty (30) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY. Within thirty (30) days of receipt of said statement, _____ shall also make its donation payment to the UNIVERSITY.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the _____ day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or

otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees. further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither , its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. : agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If breaches this condition, UNIVERSITY is expressly authorized by to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of . Repairs by shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any disputes shall be resolved by a state court of competent jurisdiction in Honolulu, Hawai'i.

26. Waiver. No failure to exercise, and no delay in exercising on the part of either party, any privilege, power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right or power hereunder.

27. Notices. Any notice or communication made pursuant to, under or by virtue of this Agreement must be in writing (whether or not so stated) and sent either by personal delivery or sent by registered or certified mail, return receipt requested, nationally recognized overnight courier service, by facsimile transmission or by email. Notices must be sent to a party at the address noted below:

To UNIVERSITY: Athletic Director
 University of Hawai'i at Manoa
 Office of Intercollegiate Athletics
 1337 Lower Campus Road
 Honolulu, HI 96822

To :

28. Individual Authority. The individuals executing this document represent that they have full authority to bind their respective party to the terms of this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be

supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

, An Entertainment Corporation

By: _____
President

August 11th Stan Sheriff

Sent: Tuesday, April 03, 2012 4:42 PM
To: rsheriff@hawaii.edu
Attachments: Stan Sheriff 8-11-1~1.xls (33 KB)

Rich ...

As you remember I have been working on a Sheriff / date since 2008.

I was the promoter who did him last in Hawaii. That was over 15 years ago, three shows at the NBC Arena ... with over 18,000 tickets sold.

The following has been verbally agreed to by 's management.

The contract would be generated and signed under th name of the UH Athletic Department.

Here is an over view of the current deal points.

1. Flat guarantee of \$450,000 (US)
2. Released as follows: \$50,000 binder / \$180,000 w/signed contract / \$220,000 balance before the show (TBA)
3. 17 air fares from USA (a couple 1st class) I have working relationship with Hawaiian Airbut I am sure yours is better.
4. Hotel rooms (gets a 2 bedroom suit ... for he and his valet). I work closely with of the Sheraton Waikiki ...he has frequently been a sponsor and at least given me very favorable rates.

The fact that will be a 100% benefit for the UH Athletic Department has incredible power.

5. I enclose an estimated budget.for your review. The numbers are realistic ... but with the benefit angle ... I am sure they can be tightened across the board.

6. I have put the capacity at 10,000 ... however I have asked that he play "in the round" which will maximize the Capacity of the venue (11,000).

My thought is that you could take the 250-500 best seat ... add a reception (which I must clear with []) These VIP packages could be offered to you best donors.

7, BUDGET:

I spent several years in the Budget Department of the City and County ... and my budgeting skills are broadly acknowledged.

I have evolved a very straightforward mechanism for dealing with clients ... for whom I produce / promote events.

a) You approve a line item working budget. (see attached).

b) When an expenditure needs to be done ... I will have the vendor generates an invoice. Then I will generate a PURCHASE ORDER that covers the vendor invoice and assigns it to a line item in the working budget.

You will then cut a check to the proper amount to the vendor and periodically ... i will pick up checks from the Department and hand carry them to the vendor. I find that this works best to kept everyone's eye on the project ... and gives me someone on one evaluation time.

This system has worked well with the Sheraton Waikiki ... for whom I have produced New Years Eve and

<https://owa.hawaii.edu/owa/?ac=Item&t=IPM.Note&id=RgAAAACVPmk1eYDZRaRk9F...> 7/18/2012

Convention events.

'My goal is to keep money in the hands of the University for as long as possible.

I see a net profit for the Department of at least 250K.

I do take into account the vast marketing resources of the Department. I will work closely with your marketing people to "dove-tail" all efforts and make sure all bases are covered.

=====

's usual fee is a guarantee vs 10% of the net proceeds //which ever is greater.

Of course, as mentioned, if there was a temporary full time position open with the department ... that would work.

This first time around we can do a straight services contract. I need to get to work on this project immediately.

We usually charge the Sheraton 10% of the artist's fee but for the UH I see half of that.

I would like to see \$22,500 ... tax included versus 10% of the net settled after the show.

would be a contractor. Any "casual" labor would be under our umbrella and not be a burden to the Department in any way.

Your will note a line item for insurance. I assume the Department has extensive liability Insurance (to which for this project would like to be added as additional insured)

However, I also get "non performance insurance" ... insuring against acts of God / travel / health / etc., If the insurance is invoked we would build in your profit in the final accounting.

=====

would propose the following schedule"

April 15th	\$7,500
May 15th	5,000
June 15th	5,000
July 15th	5,000
	=====
	\$22,500

August 15th final review / settlement.

I have found it best if you can give me a personal liaison within your department ... to whom I can give Purchase orders and pick up checks for vendor delivery.

Marketing wise ... we would delineate areas of responsibility to make sure all bases are covered.

I herewith attach my proposed "working budget".

'Best regards,

Concert

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, April 19, 2012 2:57 PM

To:

Jim is very concerned about the following clause.

2. Released as follows: \$50,000 binder / \$180,000 w/signed contract / \$220,000 balance before the show (TBA)

What if ticket sales are not able to match these numbers \$180,000 w/signed contract. What date are we looking at, one week, two weeks, three weeks into ticket sales?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: - 8/11/12

Sent: Tuesday, April 17, 2012 11:50 AM

To: rsheriff@hawaii.edu

No ... I had thought that would be the Athletic Department ..

However...

Perhaps the alumni association would get involved but my experience is once a committee of any kind gets involved ... it falls apart.

or

I could possibly come up with the 50k via a partner ... but that would get me away from 100% athletic benefit.

I might be able to come up with the 50k ... but I would like to get it back out of cash flow.

I would be the "promoter" on paper ... but the credibility of the Athletic Department gives me a Charitable rate in all media. In other words "a lot more bang for our bucks".

I would like the Department to be "face" of the benefit.

I had looked forward to getting a slot in the department and manage an ongoing revenue source for you.

All I can tell you this extraordinary deal I have negotiated is a because I have presented it to the act as a benefit ... the behind the scene deal can be just our business.

I want to make this happen ...

In a message dated 4/17/2012 11:10:10 A.M. Hawaiian Standard Time,

rsheriff@hawaii.edu writes:

Is the binder something you are taking care of?

Rich

On Tue, Apr 17, 2012 at 9:56 AM, <_____>
wrote:

Sounds llke we can make it work. ...

My desire is to make this a 100% Athletic department fundraiser. I would work for a fee (TBA).
I can pay the expenses incrementally so other than the 50k binder ... we can take expenses
of cash flow at the box office.

The 50K will go into a escrow account.

As we previously discussed I would "promote" it ... You would support it thru normal UH
channels ... web sites ... VIP alumni packages ... press releases / participation in press
conference, etc

You don't have to ask anyone for permission ... 8/11/12 is booked at the arena with a
wrestling match.

So I am "compelled" to seek another venue ... i.e. the Stan Sheriff Center

My goal is to make this the first in a fundraising series.

In a message dated 4/17/2012 9:14:13 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu
writes:

, sorry I didn't get back to you yesterday. Jim has been
in California for meetings. I just met with him this morning.
We want to have the concert on the SSC, but due to some
state procurement laws we will not be able to promote it. As I
see it we now have a few options. We will either ask for a
percentage or flat fee and have you handle everything.

1. We figure out a way to call it an Athletic Fundraiser.
2. I talk to the city to see if we can use one of our verbally
agreed upon waivers from going thru the Department of
Planning and Permitting traffic mitigation plan approval
process.
3. We submit the event for DPP approval.

Let me know what you think.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: _____
Date: Tue, Apr 17, 2012 8:20 am
Subject: - 8/11/12
To: <rsheriff@hawaii.edu>

Good morning

Please take a hard look at the _____ agreement.

This is the product of months of negotiation.

I have to point out that it is the impeccable credibility of the Athletic Dept that we would be allowed by an artist of the caliber ... to go forward with an event based on a signed contract and 10% down.

Please talk to the AD so we can move forward.

Regards,

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road

Honolulu, Hawaii 96822

FINANCING AGREEMENT

This agreement is for the financing described below made this day May 25, 2012 between Hawaii based corporation, (herein after called Producer) and (Hereinafter called Financier).

The agent for _____ shall be _____ : Managing Director (Hereinafter called Agent).

The Financier hereby lends _____ the sum of \$60,000, for the purpose of financing the Binder for the Honolulu performance of _____ herein outlined event.

1. Name of Event: _____ Concert, a benefit for the University of Hawaii Athletic Department. (Hereinafter called Event);
2. Place of Event: Stan Sheriff Center (Herein after called SSC);
3. Address of Event: Stan Sheriff Center, Lower Campus, Honolulu, Hawaii 96822
4. Date(s) of Event: August 11, 2012.
5. Hours of events: August 11, 2012 Time 8:00 PM
6. Type of Event: Public Event / Benefit Concert

Financier's deposit schedule: Upon agreement / Week of May 25, 2012 / \$60,000

The deposit shall be made (wired) to _____ / _____, corporate account (instructions herein attached). The loan shall be in the amount of \$60,000 US Dollars: \$50,000 to _____ and \$10,000 to _____.

The Producer will deposit the Binder in a Client Escrow Account which will not be released to _____'s Agent until the Performance Contract is executed.

Term: The principle of the loan will become due 5 days after the tickets go on sale to the public (on or about, June 16th).

Consideration: In consideration for the use of the \$60,000, The Producer agrees to pay the Financier 25% of the amount financed (\$15,000).

Repayment

The principal is to be paid to the Financier out of the University of Hawaii Box Office. The Box office will pay the Financier directly out of the Box Office proceeds from the specific event listed above by way of a University of Hawaii / State of Hawaii Check. _____ will provide Financier sales statements. It is understood that the repayment of the principal will be made from the first \$200,000 of ticket sales. It is issued to the Financier at his address _____

listed in the contract. The Financier and Producer / Producer Agent may make other arrangements, by mutual agreement.

The 20% Interest on the loan (\$15,000 US) will become due 2 business days after the Event and shall be paid via a University of Hawaii / State of Hawaii Check.

The Producer has the option of payment of interest before the above date.

Insurance

The Event shall also acquire "Non-Performance Insurance". This Insurance covers Event costs incurred and completes repayment to the Financier of the Principle and interest to cover all contingencies causing the Event not to happen. These adverse contingencies include equipment failure, travel and shipping problems, Acts of God and nature. This insurance is considered a show expense and the final premium will be included in the budget. will BE named AN additional insured.

Should the event cancel, the Financier will have the \$60,000 returned to him immediately.

Indemnify

hereby indemnifies the Lender from all liability with regard to this event.

The Financier has no exposure in this event and does not have any responsibility for the costs reflected in the Event Budget. The relationship between the parties in this agreement is strictly Producer and Financier.

The Producer is not an employee of the Financier. The Financier has no responsibility for payroll, taxes, Social Security or workman's compensation.

Financier Privileges

As a courtesy to the Financier, the Producer will make available for the Financier's employees and clients complementary 10 VIP ticket packages ... or as mutually agreed.

The parties hereby agree:

Acknowledged by

OUTGOING WIRE TRANSFER Bank Name: AMERICAN SAVINGS B

Wire Created by UserID: _____ Date: 5/29/2012 Time: 11:10:16
 Branch: 0052 Name: MAIN AT BISHOP SQUARE Phone #: 95274325
 Amount: 50,000.00 USD WIRE FEE AMOUNT: 45.00
 In: Amount: _____ In: Currency: _____ Exchange Rate: _____
 Account #: _____
 Customer Name: _____ Phone #: _____
 Address 1: _____ Address 2: 844 QUEEN ST
 City, State, Zip: HONOLULU, HI 96813-5204

BANK INFORMATION

Destination Bank Name: BK AMER NYC Bank ABA: 026009593
 Destination Bank Address 1: _____
 Destination Bank Address 2: _____
 Destination Bank Address 3: _____
 Beneficiary Bank Name: BANK OF AMERICA, N.A., NY Bank ABA: 026009593
 Beneficiary Bank Address 1: _____
 Beneficiary Bank Address 2: NEW YORK, NY -

CUSTOMER (BENEFICIARY) INFORMATION

Beneficiary Name to Credit: _____
 Account Number to Credit: _____
 Beneficiary Address 1: _____
 Beneficiary Address 2: _____
 City, State, Zip: _____
 Other Information: _____
 Bank to Bank Info: _____

BSA INFORMATION

Tax ID #: _____ Drivers License #: _____ State: _____
 Name: _____ SSN #: _____
 Address 1: _____ Address 2: _____
 City: HONOLULU State, Zip: HI - 96813
 Comments: PAYING CLIENT
 If this wire is being made on behalf of someone else, need true originator's
 Tax ID #: _____ Drivers License #: _____ Alien ID #: _____
 Passport #: _____ Country of Issuance: _____
 Customer Signature: _____ Date: 5/29/12

Ryan Akamine

From: Richard.Sheriff [rsheff@hawaii.edu]
Sent: Wednesday, May 30, 2012 4:12 PM
To: Ryan Akamine
Cc: Jim Donovan (jdonovan@hawaii.edu); Darolyn H. Lendio
Subject: Re: Benefit Concert

Ryan,
I just spoke with . The only item that he will need to pay in advance is the artist deposit (out of pre-sale funds). If Jim is OK with the language in the contract, then I think we are good to go. We are looking at starting the pre-sale next week around June 9 or 10 so I would like to get the contract finished and signed so we do not have to push back that date.

Thanks for all your help on this project.

Rich

On Tue, May 29, 2012 at 10:43 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Ok, let me make clarifications to the agreement and I'll circulate to you and Jim.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
[\(808\) 956-2211](tel:(808)956-2211) phone
[\(808\) 956-2109](tel:(808)956-2109) fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Tuesday, May 29, 2012 10:41 AM
To: Ryan Akamine
Subject: Re: Benefit Concert

Ryan

The dates listed are two load in days August 9-10 and one show day August 11. If we sell out quickly we would look at a possible second show on 8/10. A second show has not been discussed with the city or NBC. The rest of the contract looks good. I am waiting to hear from on any equipment that he might have put deposits on. That would be the last thing to include in the contract.

Rich

On Thu, May 24, 2012 at 5:18 PM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Jim and Rich, take a look at the attached and let me know your thoughts. Specifically look at the provisions about the dates and fees.

Rich, are you comfortable that the City has waived all dates?

Ryan M. Akamine

Associate General Counsel

7/17/2012

Office of Vice-President for Legal Affairs
and University General Counsel

University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

(808) 956-2211 phone

(808) 956-2109 fax

ryan.akamine@hawaii.edu

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--
Richard Sheriff

Manager -- Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

7/17/2012

Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

7/17/2012

Re: Benefit Concert Presale Meeting

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, May 31, 2012 5:34 PM

To: Carl Clapp [cclapp@hawaii.edu]; vincentb@hawaii.edu; Walter Watanabe [wtwatana@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]

To all-

agent has asked the possibility of us moving the benefit concert from August 11 to August 18. If all goes well and we add a second show that, it would be on August 17. I will keep you posted.

Rich

On Wed, May 30, 2012 at 12:00 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

To all -

We need to determine what "ticket limits" we will offer the selected groups for the presale of - UH Athletics Benefit Concert tickets on August 11, 2012, if any. The targeted groups are

AKA Members

Corporate Partners

AD's Cabinet

All Booster Clubs

Season Ticket Holders

H-Mail Members

UH Athletics Department Staff

We are looking at starting the presale around June 8,9 or 10. Let me know if anyone has any thoughts on limiting tickets or offering it as unlimited?

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: (no subject)

Sent: Friday, June 01, 2012 12:45 PM

To: rsheriff@hawaii.edu

I'll let you know ... the second I hear back from _____'s camp

Thanks,

In a message dated 6/1/2012 11:17:44 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Let me know as soon as we are set for the move to August 18th so I can notify everyone around here.

On Wed, May 30, 2012 at 8:27 PM, <_____> wrote:

Rich ...

I have been asked by _____'s people to see if there is another Saturday night after the 8/11 date.

They want to see if there is a date that gives them a bit more time ...

We have taken a bit too long ... Sorry ... see what you can come up with.

We would like a Friday / Saturday night situation ...

In a message dated 5/30/2012 5:08:00 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

What are the terms for a second show? Our attorney is asking, and I can't remember the specifics?

On Wed, May 30, 2012 at 5:00 PM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

The rigging capacity is the same whether we use it or not since it is permanent and can not be completely removed.

On Wed, May 30, 2012 at 4:29 PM, <_____> wrote:

Thanks ...

I do not see any problem with the SB ... if it doesn't have advertising ...

Only if it significantly limits the load factor.

Re: shooting the show ... Just thinking of additional revenue ...

In a message dated 5/30/2012 3:48:58 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The new main scoreboard does not have any advertising on it. Each side is 12' x 21' full LED video. The advertising that we do on it is all virtual.

I will check on shooting the show, I do not think it will be a problem,

Rich

On Wed, May 30, 2012 at 3:27 PM, <_____> wrote:

OK

I'll see what the contract says about signs ... advertising.

By the way ... just thinking out loud ... If I shot the show (video) what is the usual deal with the UH?

In a message dated 5/30/2012 2:43:22 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I would think we would want to use the video screens of the scoreboard. When we used them for _____ they were a lot clearer and sharper than the video screens they had behind stage. If you are worried about lighting, any truss and lights can work around it.

Let me know your thoughts.

Rich

On Wed, May 30, 2012 at 12:48 PM, <_____> wrote:

Question ...

Will the score board be taken up high or removed?

In a message dated 5/30/2012 11:46:09 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Per your email, the only item that we will need immediate payment for is the entertainer deposit. Also as I look at the budget do you think we should split out the entertainer fee into two categories

Entertainer fee - \$400,000

Entertainer retainer fee - \$60,000

This might help us down the road as we settle.

Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
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Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

RE: UHAD Benefit Concert

Sent: Thursday, May 31, 2012 10:53 AM
To: Richard Sheriff [rsheriff@hawaii.edu]

Rich: The move will be fine.

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, May 31, 2012 10:52 AM
To:
Subject: Re: UHAD Benefit Concert

I must be losing my mind, you are correct we are looking at moving from August 11 to August 18.

I am so sorry for the mix up.

Rich

On Thu, May 31, 2012 at 10:35 AM,

< > wrote:

Richard I am fine with it. I thought the Concert we talked about was in August. Is this different/

From: Richard Sheriff [mailto:rsheriff@hawaii.edu]
Sent: Thursday, May 31, 2012 10:28 AM
To:
Subject: Fwd: UHAD Benefit Concert

Sorry I miss read my booking calendar we would only be able to move the concert back one week due to the start of women's

volleyball June 11th to June 18th.
Rich

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

(

(no subject)

Sent: Sunday, July 01, 2012 3:21 PM
To: rsheriff@hawaii.edu; rsheriff7@gmail.com
Attachments: - Agreement1word97f~1.doc (457 KB)

/ Contract

FYI



As of 19 July 2012

PURCHASER

FOR: IN HONOLULU: THE UNIVERSITY OF HAWAII
ATHLETIC DEPARTMENT

FOR: IN MAUI: THE MAUI ARTS AND CULTURAL ENTER

MEMORANDUM OF UNDERSTANDING

Re: BOOKING AGREEMENT

ATTN:

The following is the agreement (the "Agreement") regarding the Booking Agent services of _____, located at _____, c/o agents _____ and _____ is hereby requested and authorized per _____ to book, engage, Booking Agent is represented by _____ of _____ Law Firm, hereinafter referred to as ("Booking Agent ") for its booking services in regard to book _____ for

AND

(hereinafter referred to as "Company(s), Buyer(s), Promoter(s)")

WITNESSED:

WHEREAS, Company(s) desires to retain, or continue to retain, the Booking Agent to provide certain services, and the Booking Agent is willing to provide such services, or continue to provide such services, to Company(s), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto, intending to be legally bound, hereby agree as follows but not limited to:

I. Engagement: The Company(s) hereby engages the Booking Agent, and the Booking Agent hereby accepts such engagement to act as a Booking Agent to the Company(s) on the terms and conditions set forth herein.

1(1.1) Company(s) hereby engages Booking Agent to provide services for Company(s) to assist Company(s) in securing an appearance and/or performance (the "Show") by the recording artist, _____ hereinafter "Artist" and/or artist agent and/or authorized consultant artist representative, on a appearance and/or

Initials _____

Initials _____



performance on Friday, the 17th Day and Saturday, the 18th Day, the Month of August, the year 2012.

- 1.1. Company(s) hereby engages Booking Agent to provide services for Company(s) to assist Company(s) in securing a performance (the "Show(s))
- 1.2. LOCATION OF ENGAGEMENT:

1.2.1. UNIVERSITY OF HAWAII, HONOLULU, AND MAUI ARTS CENTER

- 1.3. DATE, TIME, LENGTH OF ENGAGEMENT:

1.3.1. Date: ~~Friday, 17th and Saturday, 18th Day of August, 2012~~

1.3.2. Length: ~~(TBD)~~

1.3.3. Show Time: ~~(TBD)~~

- 1.4. TYPE OF ENGAGEMENT:

1.4.1. CONCERT

- 1.5. Live Appearance and/or performance by ~~(2)~~ _____ with a

1.5.1. ADDITIONAL ARTIST ~~(TBD)~~

- 1.6. Sound Equipment, Sound Engineer cost ~~(TBD)~~

- 1.7. ADDITIONAL COSTS

1.7.1. FULL PAYMENT BOOKING FEES INCLUDE PAYMENT FOR Ground Transportation to & from airport. Buyer(s) agrees to provide a lawful, secure venue with all necessary permits to conduct the event. When applicable, promoter shall provide transportation in the way of plane ticket(s). All travel arrangements must be approved within fourteen (14) days prior the engagement.

- 1.8. Booking Agent shall negotiate all agreements, on behalf of the Company(s). Company(s) shall provide Booking Agent with funds in the amount of:

1.8.1. Seven Hundred and Thirty-Thousand, and Zero Dollars (USD \$730,000.00)

- 1.9. DEPOSITS

1.9.1. Special Provision(s) ~~\$(1.9.2 - 1.9.5)~~ DEPOSITS amounts below will be used to secure the ARTIST performance and pay any deposits, booking fees and any other fees necessary to execute the afore-mentioned agreements.

~~1.9.2. Fifty Thousand Dollars (\$50,000.00 USD)~~

~~1.9.2.1. (THIS ARTIST BINDER AMOUNT HAS BEEN EXECUTED)~~

~~1.9.3. Three Hundred and Twenty-Five Thousand (\$325,000.00 USD) DUE 22nd of June, 2012.~~

~~1.9.4. Three Hundred and Fifty-Five Thousand USD (\$355,000.00 USD) DUE 1st of August, 2012.~~

- 1.10. ~~(FEES DO NOT INCLUDE PRODUCTION AND TRAVEL EXPENSES)~~

- 1.11. Bookings are not confirmed until deposit and contracts are received and deposits and receipt of booking confirmation has been agreed upon with Artist/ Artist Management,

Initials

Initials



1.12. If applicable ALL Company(s) are advised to get event cancellation insurance – Company(s) must have a signed contract with all attached MOUs--which Company(s) needs to present to the Insurance Company(s) to prove that Company(s) has actually contracted the Artist

1.13. (Special Provision(s) requested by COMPANY (S)

1.13.1.1. ARTIST SHALL RECORD ONE (1) ADVERTISEMENT, PROMOTE EVENT ON ARTIST SOCIAL MEDIA, (Any additional mentions TBD / subject to artist/management discretion)

1.13.2. Artist(s) and/or management agree purchaser may cease and desist any similar unauthorized marketing within a 50 Mile radius of said venue and performance date agreed upon in this agreement.

2. **Warranties and Representations:**

2.1. Booking Agent warrants and represents that (i) Booking Agent has the right to enter into this Agreement and to grant the services and rights granted by Booking Agent herein, (ii) Booking Agent is not subject to any disability, restriction or prohibition that would impair the performance of any of Booking Agent 's services and obligations contained herein.

2.2. Company(s) warrants and represents that (i) Company(s) is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, United States of America, and has full power and authority to execute, deliver and perform its obligations under this Agreement; (ii) Company(s) has taken all necessary and proper action for the execution and delivery of this Agreement, and this Agreement is a valid and binding obligation of Company(s) and is enforceable in accordance with its terms; (iii) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any government, governmental agency or court to which Providian or any of its assets or business is subject; and (iv) no materials, or any part thereof, supplied by us (or by anyone employed, contracted, engaged, furnished or supervised by us), shall infringe upon or violate any copyright, trademark, trade secret, or other proprietary rights of any third party.

3. **Indemnification:**

3.1. **Indemnification by Booking Agent.** Booking Agent agrees to hold harmless, defend and indemnify Company(s) from and against any loss, liability, suit, damage or expense, including legal fees, resulting from the performance or non-performance by Booking Agent of its obligations hereunder, or resulting from any act, omission or misrepresentation by Booking Agent, or from any negligent, tortious or unlawful conduct on the part of Booking Agent. Upon undertaking such defense, Booking Agent shall have the right to control such defense and the selection of counsel.

3.2. **Indemnification by Company(s).** Company(s) agrees to hold harmless, defend and indemnify Booking Agent from and against any loss, liability, suit, damage or expense, including legal fees, resulting from the performance or non-performance by Company(s) of its obligations hereunder, or resulting from any act, omission or misrepresentation by any officer, employee or authorized agent of Company(s), or from any negligent, tortious or unlawful conduct on the part of Company(s) or its officers, employees, or authorized agents. Company(s) further agrees Booking Agent agrees to indemnify, defend, and hold Booking Agent harmless from any suits or causes of action based on any claim by any third party that Company(s)'s material, or any part, thereof constitutes infringement or other violation of any copyright, trademark, trade secret, or other proprietary right of such third party. Upon undertaking such defense Company(s) shall have the right to control such defense and the selection of counsel.

4. **Notices:** Notices and all other communications to either party hereunder provided for in this Agreement shall be in writing

Initials _____

Initials _____



and shall be deemed to have been duly given when delivered by hand delivery, or mailed by certified or registered mail, return receipt requested, postage prepaid, or sent by Federal Express or similar overnight courier service.

4.1.1. If to the Booking Agent, to:

If to Company(s) to:

(Notice to Principle is notice to Agent)
(Notice to Agent is notice to Principle)

5. **General:** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by our Company(s) and the Booking Agent. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
6. **Confidentiality:** "Confidential Information" shall mean trade secrets, proprietary information, and confidential knowledge and information of each party, respectively, which includes, but is not limited to, matters of a technical nature such as discoveries, ideas, work papers, strategies, components, programs, reports, studies, memoranda, correspondence, materials, manuals, records, data, technology, products, plans, research, service, design information, procedures, methods, documentation, policies, concepts, designs, graphics, computer programming code, specifications, techniques, models, diagrams, data bases, test data and know-how, and expressly including, without limitation, all matters of every kind relating to the Disclosing Party's business and revenue model, reporting methodology and formats, and matters of a business nature such as the identity of customers and prospective customers, suppliers, marketing techniques and materials, marketing and development, plans, sales and marketing data bases, pricing or pricing policies, financial information, plans for further development, and any other information of a similar nature not available to the public. In addition, Confidential Information shall include the Company(s)'s marketing and technological approaches employed on the World Wide Web that measure and improve content effectiveness analysis.
 - 6.1. During the Term, and for a further period of three (3) years thereafter, the Receiving Party shall not, without the prior written approval of the Disclosing Party, directly or indirectly: (i) reveal, report, publish, disclose or transfer any Confidential Information to any person or entity; or (ii) use any Confidential Information for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of the Receiving Party's obligations under this Agreement.
 - 6.2. The Receiving Party acknowledges and agrees that all Confidential Information and all technical information, reports, graphics, data, data bases, notes, and other documents and records, whether printed, typed, handwritten, videotaped, audiotaped, transmitted or transcribed on data files or on any other type of media, made available to the Receiving Party during the term of this Agreement are and shall remain the Disclosing Party's property and shall be delivered to the Disclosing Party on the termination of this Agreement or at any earlier time upon request of the Disclosing Party. The Booking Agent shall not retain copies of such Confidential Information, documents and records.
 - 6.3. Neither party shall remove any proprietary or other legends or restrictive notices contained or included in any Confidential Information.

7. **Miscellaneous One:**

7.1. Nothing contained herein shall constitute a partnership or a joint venture between Booking Agent and Company(s) and it is acknowledged that Booking Agent is performing Services hereunder as an independent contractor. Neither party

Initials _____

Initials _____



hereto shall hold itself out contrary to the terms of this subparagraph, and our Company(s) shall not become liable for any representation, act or omission of the other contrary to the provisions hereof.

7.2. Neither party hereto shall be entitled to assign any of its rights or obligations hereunder without the express prior written consent of the other party, and any such purported assignment shall be null and void ab initio. Producer and Purchaser hereby agree to the following additional terms and conditions:

8. BILLING / ADVERTISING

8.1. HEADLINE ACT

8.1.1. Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist. Artist shall also have the right of approval of any and all other acts in the performance, their set times and set lengths.

8.1.2. SUPPORT ACT

8.1.2.1. If the Contract calls for Artist to perform as a support act, then Artist shall receive one hundred percent (100%) special guest star billing in any and all press releases, advertisements and other publicity including, but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph of any other support act shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

9. ADVERTISING

9.1. Purchaser and Artist Management and/or Booking agent shall have approval over all advertising and promotions, including, without limitation, ticket giveaways and radio. If requested by Artist, Purchaser agrees to use all ad mats, radio spots, photographs and other material provided by Artist. Upon sell out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.

10. CANCELLATION

10.1. Purchaser shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Artist, and/or Artist Management, and/or Booking Agent notice thereof at least sixty (60) days prior to the start of the Engagement. Cancellation Fee Schedule Addendum available upon request.

11. FORCE MAJEURE

11.1. If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall be

12. INCLEMENT WEATHER

(12.1) Purchaser obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract and dates may be rescheduled.

13. STAGING

(13.1) Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached in the Rider. If the Engagement is intended to be performed outdoors,

Initials _____

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Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate. The Honolulu concert shall be staged "in the round"

(14. **CREATIVE CONTROL**

(14.1) Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

(15. **ANCILLARY RIGHTS**

(15.1) RECORDING Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent. Purchaser shall deny entrance to the Venue to any persons carrying audio, film or video recording devices including, without limitation, patrons, press and Purchaser's staff. In furtherance thereof, Purchaser shall place large signs at all Venue entrances describing this prohibition. If Purchaser, its agents, employees or contractors reproduce or cause or allow to be reproduced, Artist's performance (or any part thereof) in film, tape or in any other form, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and copies thereof) to Producer at Purchaser's sole cost and expense. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, which are hereby reserved. Notwithstanding the foregoing, Producer shall have the sole and exclusive right to record (audio and/or visual) Artist's performance at no cost to Producer or Artist. Purchaser shall secure, at no cost to Producer or Artist, all approvals, consents and the like required by any third parties in connection therewith including, without limitation, those required by the Venue, and any unions or guilds.

(16. **RIGHT OF PUBLICITY**

(16.1) Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

(17. **MERCHANDISING**

(17.1) Producer, Management, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise"). Unless otherwise agreed to in writing, Producer shall retain one hundred percent (100%) of the gross receipts resulting from the sale of Artist's Merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising. Producer shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the Venue.

(18. **CONCESSIONS**

(18.1) The sale of food and drinks at the Engagement shall be limited to areas located outside of the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes sole liability for all damage or injury to persons or property in connection therewith.

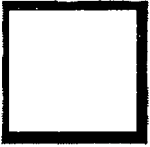
(19. **SPONSORSHIP**

(19.1) Purchaser / Venue Sponsors

(19.1)1. All forms of sponsorship secured or obtained by Purchaser and/or the Venue relating to the Engagement, whether part of an on-going series or specifically for the Engagement, are subject to the following: All such

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sponsorship must be approved by Artist Management and/or Booking Agent and/or Artist designated Producer not later than fourteen (14) days prior to the Engagement. To the extent afore mentioned consents to sponsorship as stated above, the terms of consent thereto shall be subject, in part, to the following conditions:

- (19.1)1.1. sponsorship shall not be used directly or indirectly to suggest that Artist, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s);
- (19.1)1.2. banners or other signage shall not be located within the performance area including any areas on, above, or near the stage; and
- (19.1)1.3. Artist shall retain creative approval over same. The term "sponsorship" as used herein, shall be given the broadest possible definition and shall include, without limitation, all use of or references to the name, logo or likeness (as applicable) of any product, service, business, person or any other entity (apart from the name or logo of Purchaser), whether or not Purchaser receives compensation in connection therewith.
 - (19.1)1.3.1. The foregoing shall include, without limitation, posters, handbills, newspaper and radio ads, promotional items, tickets and the like.
 - (19.1)1.3.2. Artist Sponsors Notwithstanding the foregoing, Artist shall have the right to secure sponsorship agreements in connection with the Engagement. Artist shall have the right (at no cost to Producer or Artist) to implement the terms thereof including, without limitation,
 - (19.1)1.3.3. the right to place banners or other signage within the Venue;
 - (19.1)1.3.4. cause said sponsors to be used in any promotions or advertisements relating to the Engagement; and
 - (19.1)1.3.5. retain creative approval over the implementation of same.

(20. LIABILITY

(20.1) Except as otherwise specifically provided herein, Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages related to or based upon the presentation or production of the Engagement.

(21. ARTIST COMPS

(21.1) Purchaser shall provide Artist with fifty (50) complimentary tickets or per advance for each performance of the Engagement, located in prime locations.

(22. BREACH

(22.1) Each of the terms and conditions of this MOU and Contract is necessary and essential for Artist, and/or Artist representative(s) full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the MOU or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Artist, and/or Artist representative shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Artist, and/or Artist representative(s) as partial compensation. If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Artist, and/or Artist representative(s) good faith opinion), Artist, and/or Artist representative(s) shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Artist, and/or Artist representative(s) shall have the right, without further obligation to Purchaser (i) to refuse to perform this Contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Artist, and/or Artist representative(s) as partial compensation; and (iv) Purchaser shall remain liable to Artist, and/or Artist representative(s) for the full contract price, including any percentage monies due. The

Initials _____

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foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

(23. INDEPENDENT CONTRACTOR)

(23.1) The relationship between Artist, and/or Artist representative(s) and Purchaser is that of independent contractors. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither party shall represent itself to third parties as such. Artist representative(s) and Artist shall not be liable in whole or in part for any obligation incurred by Purchaser in carrying out its obligations hereunder.

(24. INDEMNIFICATION)

(24.1) Purchaser agrees to indemnify and hold harmless Artist, and/or Artist representative(s) and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

(25. TAXES)

(25.1) Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Artist, and/or Artist representative(s) for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT"). Artist, and/or Artist representative(s) shall pay their own personal taxes.

(26. INTERNATIONAL TRAVEL)

(26.1) If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist, and/or Artist representative(s) and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Artist, and/or Artist representative(s) (or to such location as directed by Artist, and/or Artist representative(s) in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist, and/or Artist representative(s) in connection therewith, such request shall be in writing and shall be made in a timely manner.

(27. INSURANCE)

(27.1) Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Purchaser shall cause Producer, Artist and each of their respective agents and employees to be listed as additional insured's in connection with the foregoing insurance policies. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law. Purchaser shall provide certificates of insurance evidencing the above policies to Producer, at least fourteen (14) days prior to the start of the Engagement. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

(28. SECURITY)

(28.1) Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the

Initials _____

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protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the Rider.

(29. LICENSES / PERMITS

(29.1) Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist's / Produce Artist, and/or Artist representative(s) exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Artist, and/or Artist representative(s) with evidence of the foregoing; provided that Artist, and/or Artist representative(s) failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Artist, and/or Artist representative(s) rights hereunder.

(30. ADDITIONAL REPRESENTATIONS AND WARRANTIES

(30.1) Purchaser represents and warrants that:

- (30.1)1. it has the right and authority to enter into this MOU and Contract and to fully perform its obligations contained herein;
- (30.1)2. it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party;
- (30.1)3. all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and
- (30.1)4. that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this MOU and Contract on behalf of the respective parties.

(31. RETURN OF CONTRACT

(31.1) Purchaser agrees to sign and return this MOU and Contract to Artist's agent, _____, within three (3) days from the date of the Contract; otherwise Artist, and/or Artist representative(s), TM Artist Agent shall have the right to cancel the Engagement upon notice thereof without liability. Artist, and/or Artist representative(s) failure to exercise its right cancel the Engagement upon the completion of said three (3) day period shall not be deemed a waiver of Artist, and/or Artist representative(s) right to cancel the Engagement at any time thereafter.

(32. MODIFICATION / ASSIGNMENT / MISC.

(32.1) This Agreement and/or Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Agreement and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this MOU or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist, and/or Artist representative(s) or the Engagement. Whenever there is any conflict between any provisions of this MOU and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this MOU and Contract shall be modified to the extent necessary to eliminate such conflict. This MOU and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

(33. NOTICES / CONSENTS

(33.1) All notices, consents, approvals, agreements and the like

Initials _____

Initials _____



given in connection with this MOU and Contract shall not be effective unless contained in a writing, signed by the party giving same.

(34. PARAGRAPH HEADINGS

(34.1) Paragraph headings are used herein for convenience only and shall not be used to interpret this MOU.

IN WITNESS WHEREOF the parties hereto have read and overstand the terms and conditions set forth in this MOU and agree to be bound by those terms and conditions where applicable, and have executed, or caused to be executed, this Memorandum of Understanding as of the date first written above.

FOR PURCHASER

By: _____
Title: President

19-Jul-12
DATE

For

Title: Sr. Account Executive

19-Jul-12
DATE

Initials _____

Initials _____

Ryan Akamine

From: Richard Sheriff [rsheff@hawaii.edu]

Sent: Wednesday, June 06, 2012 8:41 AM

To: Ryan Akamine

Subject: Concert contract

Ryan,

Do we have everything we need on the contract? I did have a thought that must have his non performance insurance in place prior to any money being paid out for entertainers deposit. When will the benefit concert contract ready for pick up?

Jim will be out on vacation starting tomorrow, so I want to try to pick it up so he can sign it today.

Rich

Sent from my HTC on the Now Network from Sprint!

Ryan Akamine

From: Ryan Akamine
Sent: Wednesday, June 06, 2012 4:26 PM
To: 'Jim Donovan (jdonovan@hawaii.edu)'; 'Richard Sheriff'
Cc: Darolyn H. Lendio; Carl Clapp (ccclapp@hawaii.edu)
Subject: RE: Benefit Concert
Attachments: 2012 Agreement for Use of SSC by 2012.06.06 v.5.pdf; 2012 Agreement for Use of SSC by 2012.06.06 v.5.doc

Jim and Rich,

See version 5 attached. Most important change is to the fee structure; 10% of gross sales or 75% of net after expenses.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Wednesday, June 06, 2012 2:44 PM
To: Jim Donovan (jdonovan@hawaii.edu); 'Richard Sheriff'
Cc: Darolyn H. Lendio
Subject: RE: Benefit Concert

Jim and Rich,

See attached new draft following my discussion with Rich. Call me after you review.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone

(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Wednesday, June 06, 2012 2:08 PM
To: Jim Donovan (jdonovan@hawaii.edu); Richard Sheriff
Cc: Darolyn Lendio (lendio@hawaii.edu)
Subject: Benefit Concert

Jim and Rich,

In addition to the budget from Rich, attached are copies of the same draft agreement in different forms. Note that I have only been discussing a one-night concert with Rich and the agreement does not say the concert is just one night. We should discuss this. Call me after you have read through the draft. 956-4376 or 286-6996.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Tuesday, June 05, 2012 2:45 PM
To: Ryan Akamine
Subject: Fwd: (no subject)

Ryan,

Attached is the working budget for the expenses guideline as I said has agreed to the terms below. UHAD receiving \$22,500 in rent and \$22,500 in service fee, we will split 75%UHAD / 25% after expenses.

Let me know if you need anything else.

Rich

----- Forwarded message -----

From: Richard Sheriff <rsheriff@hawaii.edu>

Date: Tue, Jun 5, 2012 at 12:00 PM

Subject: Re: (no subject)

To:

I was just waiting for you to confirm the dates, so we can add them to the contract.

I also wanted to firm up the financial agreement. I am looking at asking our attorney to add the expenses as an attachment to be followed.

Since we are billing this as a benefit for UH Athletics and I do have concerns that the City & County, DDP and NBC might request to review the financial agreement to make sure that this event is a UHAD Benefit, I was looking at the building Rental matching the fee at \$22,500 and having a 75 UH/ 25 split after expenses. Are those terms that you can live with.

Let me know your thoughts ASAP as Jim leaves for vacation on Friday and I want to get this to you before he leaves.

Rich

On Mon, Jun 4, 2012 at 11:55 PM, <.....> wrote:

Rich ...

will be finalized for the 18/17 of August very shortly.

In the mean time, please send me over the Contract from UH ... I don't want to spend days waiting for something that I expected in my hands by now. Just in case there are some clauses that must be worked out.

Still looking at 6/16 for booster announcement and General public 2 weeks later ...

Is there seating chart for me to look at? I would like to do the ticket holds and tech kills.

We should be also working on finalizing ticket header.

Perhaps you could give us a list of ticket outlets and online ticket hours so we can prepare the social media blast.

Thanks

In a message dated 6/4/2012 10:39:31 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Any word yet?

On Fri, Jun 1, 2012 at 4:36 PM, <.....> wrote:

One thing I can say ... We will not be using the 11.

In a message dated 6/1/2012 11:17:44 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Contract

Sent: Saturday, June 09, 2012 9:53 AM

To: rsheriff@hawaii.edu

This is OK ... I hope scenario 1 works out where I can give some extra money to you guys ...

I want everyone to be happy ... so we can do more ...

Monday is a holiday for you guys ???? right

In a message dated 6/9/2012 6:06:26 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

This is the best way I can explain what we want to do with the financials,

Scenario 1

Gross Rev \$1,114,719
Adj Gross \$1,062,215
Expenses \$698,500 This includes your \$22,500
Gross Profit \$363,715
UHAD 75% = \$272,786
25% = \$90,929 + \$22,500 Fee
total = \$113,429 - anything donated to UHAD

Scenario 2 - if ticket sales are lower than expected Estimated 8030 tickets sold

Gross Rev \$834,750
Expenses \$698,500 This includes your \$22,500 and \$39,316 in state taxes
Gross Profit \$105,933
UHAD 10% Gross = \$83,475
= \$22,458 + \$22,500 Fee
total = \$44,958

Does this explain better that we want 10% of the gross up to the point that 75% of the net is higher than 10% of the gross. At the point that 75% of the net after expenses is higher than 10% of the gross.

I think that number where the calculations would jump from 10% of Gross to 75% of adjusted net is around \$844,000 in ticket sales which is roughly around a combination of 8,280 tickets sold.

Let me know if you are OK with this financial agreement. I think this is the last point to finalize in order to finish the contract. In all scenarios you will put your \$22,500 as a budgeted expense.

Thanks,

Rich

On Fri, Jun 8, 2012 at 3:05 PM, <_____> wrote:
I think I understand.

You want the 10% rental ... deducted as an expense then split the net 75/25.

I guess that would be OK if ... I could leave the 22,500 as a production expense.

so it would be rent vs 75% whichever is greater

and

22,500 vs 25% which ever is greater ??? Just making sure I have been covered for my time.

if it was a perfect situation ... my 22500 and your rent would go away ... and It would be just an 75/25 split. ?????????????????? right?????

The difference would be 10k less for me.

In a message dated 6/8/2012 10:00:14 A.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

Yes I understand what you are saying, Jim just wanted to protect UH. I just sent you what we would like the terms to be, I fully expect the show to get to the 75% category but if it does not, we would like to take our 10% before the adjusted gross. Again I think we will end up settling exactly how you have it listed below (75% of the adjusted net).

Let me know your thoughts! If you want to go 10% of adjust gross or 75% of adjusted net WHICH EVER IS GREATER, I can see what I can do!

I do believe when all is said and done we will be in the 75% range not the 10% range.

Rich

On Fri, Jun 8, 2012 at 9:38 AM, <_____> wrote:
Rich ...

As mentioned ...

The rent / net question I had was ...

Lets say the gross is 1,000,000 the state tax is .0472 or 47,200

The adjusted gross would be 1,000,000 minus 47,200 = 952,800
(this is the way the Blaisdell calculates rent ... after tax)

the it would 95,280 rent ...

The 95,280 would be part of the 75% ...

So once UH share goes past the 95,280then it would go to a straight 75% / 25% split of the net ???

In a message dated 6/6/2012 4:33:56 P.M. Hawaiian Standard Time, rsheff@hawaii.edu writes:

Please review the contract and let me know if we are OK with the language.

Rich

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

-
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

-
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Benefit Concert Contract

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Tuesday, June 12, 2012 2:46 PM

To:

Cc: Baldemor, Vince [vince@koaanuenue.org]; John McNamara [johnpm@hawaii.edu]; Walter Watanabe [wtwatana@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]; Teri Chang [teric@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]

Attachments: AKA_primary_logo_final.jpg (769 KB)

I have talked top the three major groups listed below about the email flyer that we will send out on Friday June 15th. We will start taking payment for ticket reservations on Monday June 18th. All pre-sale tickets need to be paid for by Wednesday June 27th. PUBLIC SALE of remaining tickets will commence on Monday July 2nd.

We are looking at a tiered ticket service fee per ticket to cover our ticket service services and credit card fees. Below are the specific groups and their requests. I have also included the information for the public sale. Please send us the proofs as soon as possible in case any one wants to make changes.

Let me know if you need any other information.

Thanks,

Rich

Ticket Prices

\$250

\$125

\$99

\$85

\$70

AKA- Ahahui Koa Anuenue and All UH Booster Clubs -Ticket limit 8 per customer

Contact Information

AKA Office 808.956.6500

Fax: 808.956.4598

Email: contactAKA@koaanuenue.org

Website: www.koaanuenue.org

(logo Attached)

CORPORATE PARTNER PROGRAM -

The UHCPP would like a generic event flyer. The will make specific ticket information available on each individual email. They have 72 companies who take part in or Corporate Partner Program. They will have 8 different ticket limit categories.

We also have almost 80,000 members of H-Mail that we might offer a maximum of 2 tickets each.

SEASON TICKET HOLDERS - UH STAFF - UH Box office

(808)944-2697

Stan Sheriff Center - Box Office

30,000 season ticket holders ticket limit 8 per customer

300 staff members ticket limit TBD.

PUBLIC SALE - July 2, 2012 Ticket limit 8 per customer

Stan Sheriff Center - Box Office

Campus Center - UH Manoa

Rainbowtique - Ward Centre

944-2697 - Phones

etickethawaii.com - Website



'A H A H U I K O A Ā N U E N U E



'A H A H U I K O A Ā N U E N U E

FW: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, June 14, 2012 2:56 PM
To: Rich Sheriff (rsheff@hawaii.edu)
Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio
Attachments: 2012 Agreement for Use of ~1.pdf (70 KB)

Rich, sorry, forgot to copy you.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Thursday, June 14, 2012 12:15 PM
To: ; Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)
Cc: Darolyn Lendio (lendio@hawaii.edu)
Subject: Benefit Concert

, Jim and Carl,

Please find attached the amended agreement for the proposed concert. This document is ready for execution. For your information, in the attached, Section 5. *Assistance by UNIVERSITY* needed to be changed to acknowledge that pre-sale assistance will be by and through the athletics department's fundraising organization.

To the extent that there will be filming involved and the parties are agreeable, we can prepare a separate agreement, but we need to know the details of what's intended. Please provide that as soon as possible.

Please let me know if you have any questions.

Thank you,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks for its intent and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E I H

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by for the purpose of the Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenuue, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY will use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

n connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawaii.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither , its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If breaches this condition, UNIVERSITY is expressly authorized by to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of . Repairs by shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

Fwd: Benefit Concert

Carl Clapp [cclapp@hawaii.edu]

Sent: Thursday, June 14, 2012 8:25 PM

To: James Donovan [jdonovan@hawaii.edu]

Attachments: 2012 Agreement for Use of ~1.pdf (70 KB)

Jim,

I know that Ryan has reviewed this and I am fine with signing for you (already added \$200,000 to the budget). You ok with me signing?

Carl

----- Forwarded message -----

From: Richard Sheriff <rsheriff@hawaii.edu>
Date: Thu, 14 Jun 2012 18:04:18 -1000
Subject: Fwd: FW: Benefit Concert
To: Carl Clapp <cclapp@hawaii.edu>

Carl,

We are looking at making the concert ticket presale announcement tomorrow. is sending me a signed copy of this agreement. Can I get a signed copy from you to send to him tomorrow.

Thanks,

Rich

----- Forwarded message -----

From: Richard Sheriff <rsheriff@hawaii.edu>
Date: Thu, Jun 14, 2012 at 6:02 PM
Subject: Fwd: FW: Benefit Concert
To:

The concert agreement is attached.

Thanks,

Rich

Ryan M. Akamine****

Associate General Counsel****

Office of Vice-President for Legal Affairs ****

and University General Counsel****

****University** of **Hawai'i*****

****2444 Cole Street****, Rasmuson Hall 110****

****Honolulu**, **Hawai'i** **96822*****

(808) 956-2211 phone****

(808) 956-2109 fax****

ryan.akamine@hawaii.edu ****

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and delete this copy from your system. Thank you.

From: **Ryan Akamine**

Sent: Thursday, June 14, 2012 12:15 PM

To: ; **Jim Donovan** (

jdonovan@hawaii.edu); **Carl Clapp** (cclapp@hawaii.edu)

Cc: **Darolyn Lendio** (lendio@hawaii.edu)

Subject: Benefit Concert****

** **

, Jim and Carl, ****

** **

Please find attached the amended agreement for the proposed concert. This document is ready for execution. For your information, in the attached, Section 5. Assistance by UNIVERSITY* needed to be changed to acknowledge that pre-sale assistance will be by and through the athletics department's fundraising organization. ****

** **

To the extent that there will be filming involved and the parties are agreeable, we can prepare a separate agreement, but we need to know the details of what's intended. Please provide that as soon as possible. ****

** **

Please let me know if you have any questions. ****

** **

Thank you, ****

Ryan ****

** **

Ryan M. Akamine****

Associate General Counsel****

Office of Vice-President for Legal Affairs ****

and University General Counsel****

****University** of **Hawai`i*****

****2444 Dole Street****, Bachman Hall 110****

****Honolulu**, **Hawai`i** **96822*****

(808) 956-2211 phone****

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and delete this copy from your system. Thank you.

** **

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff

Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Sent from my mobile device

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637

www.hawaiiathletics.com
www.hawaiiathletics.com

AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and (" "), for the use of the Stan Sheriff Center to hold the Benefit Concert pursuant to the terms and conditions herein.

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W I T N E S S E T H

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- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
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shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, _____'s access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by _____, for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with _____'s use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify _____ of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with _____'s use of the SSC.

_____ shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by _____. _____ agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. _____ understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to _____'s use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____'s expense. _____ furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____'s use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist 's promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenue, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of , the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY will use its best efforts to help _ _ _ promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____'s input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____, during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____, its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

Re: Benefit Concert

Jim Donovan [jdonovan@hawaii.edu]

Sent: Friday, June 15, 2012 7:17 AM

To: Carl Clapp [cclapp@hawaii.edu]

Carl:

As long as OGC has approved final draft, please sign on my behalf.

Also, please thank Rich again for me for all his hard work on this -- & I will thank him again when I return from vacation.

Thanks!

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

On Jun 15, 2012, at 2:25 AM, Carl Clapp <cclapp@hawaii.edu> wrote:

> Jim,
>
> I know that Ryan has reviewed this and I am fine with signing for you
> (already added \$200,000 to the budget). You ok with me signing?
>
> Carl
>
> ----- Forwarded message -----
> From: Richard Sheriff <rsheriff@hawaii.edu>
> Date: Thu, 14 Jun 2012 18:04:18 -1000
> Subject: Fwd: FW: Benefit Concert
> To: Carl Clapp <cclapp@hawaii.edu>
>
> Carl,
> We are looking at making the concert ticket presale announcement tomorrow.
> is sending me a signed copy of this agreement. Can I get a
> signed copy from you to send to him tomorrow.
>
> Thanks,
>
> Rich
>
> ----- Forwarded message -----
> From: Richard Sheriff <rsheriff@hawaii.edu>
> Date: Thu, Jun 14, 2012 at 6:02 PM
> Subject: Fwd: FW: Benefit Concert
> To:
>
>
> The concert agreement is attached.
>
> Thanks,

>
> Rich
>
> Ryan M. Akamine****
>
> Associate General Counsel****
>
> Office of Vice-President for Legal Affairs ****
>
> and University General Counsel****
>
> ****University** of **Hawai'i*****
>
> ****2444 Dole Street****, Bachman Hall 110****
>
> ****Honolulu**, **Hawai'i** **96822*****
>
> (808) 956-2211 phone****
>
> (808) 956-2109 fax****
>
> ryan.akamine@hawaii.edu ****
>
> ****
>
> *CONFIDENTIALITY NOTICE:*
>
> *This E-mail and any attachments are confidential and*****
>
> *may be protected by legal privilege. If you are not the*****
>
> *intended recipient, be aware that any disclosure, copying,*****
>
> *distribution, or use of this E-mail or any attachment is*****
>
> *prohibited. If you have received this E-mail in error,*****
>
> *please notify us immediately by returning it to the sender*****
>
> *and delete this copy from your system. Thank you.*
>
> ****

> -----
>
> *From:* **Ryan Akamine**
> *Sent:* Thursday, June 14, 2012 12:15 PM
> *To:* ; **Jim Donovan** (
> jdonovan@hawaii.edu); **Carl Clapp** (cclapp@hawaii.edu)
> *Cc:* **Darolyn Lendlo** (lendlo@hawaii.edu)
> *Subject:* Benefit Concert****

>
> ** **
>
> , Jim and Carl, ****
>
> ** **

>
> Please find attached the amended agreement for the proposed concert. This
> document is ready for execution. For your information, in the attached,
> Section *5. Assistance by UNIVERSITY* needed to be changed to acknowledge

> that pre-sale assistance will be by and through the athletics department's
> fundraising organization. ****

> ** **

> To the extent that there will be filming involved and the parties are
> agreeable, we can prepare a separate agreement, but we need to know the
> details of what's intended. Please provide that as soon as possible. ****

> ** **

> Please let me know if you have any questions. ****

> ** **

> Thank you, ****

> Ryan ****

> ** **

> Ryan M. Akamine****

> Associate General Counsel****

> Office of Vice-President for Legal Affairs ****

> and University General Counsel****

> ****University** of **Hawai'i*****

> ****2444 Dole Street****, Bachman Hall 110****

> ****Honolulu**, **Hawai'i** **96822*****

> (808) 956-2211 phone****

> (808) 956-2109 fax****

> ryan.akamine@hawaii.edu ****

> ****

> *CONFIDENTIALITY NOTICE:*

> *This E-mail and any attachments are confidential and****

> *may be protected by legal privilege. If you are not the****

> *intended recipient, be aware that any disclosure, copying,****

> *distribution, or use of this E-mail or any attachment is****

> *prohibited. If you have received this E-mail in error,****

> *please notify us immediately by returning it to the sender****

> *and delete this copy from your system. Thank you,*

> ****

>
> ** **

>

>

>

> --

> Richard Sheriff
> Manager - Stan Sheriff Center
> University of Hawaii
> 1355 Lower Campus Road
> Honolulu, Hawaii 96822

>

>

>

> --

> Richard Sheriff
> Manager - Stan Sheriff Center
> University of Hawaii
> 1355 Lower Campus Road
> Honolulu, Hawaii 96822

>

> --

> Sent from my mobile device

>

> Carl R. Clapp
> University of Hawaii at Manoa
> Associate Athletics Director
> Office: (808) 956-4469
> FAX: (808) 956-4637

> www.hawaiiathletics.com

> www.hawaiiathletics.com

> <2012 Agreement for Use of SSC by 2012.06.12 v.final.pdf>

Re: (no subject)

Sent: Thursday, June 14, 2012 9:28 AM

To: rsheriff@hawaii.edu

Liability Insurance with UH as additional insured ... 1m or 2 m ?

UH address please

In a message dated 6/14/2012 8:44:59 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes please send it to me so we can start the paperwork so it will be ready. Per the contract we will need the insurance in place before any money is released.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 8:37 am

Subject: (no subject)

To: <rsheriff7@gmail.com>, <rsheriff@hawaii.edu>

In order to expedite the 200k ... would you like me to write a request NOW ... so we can do it as quickly as possible?

Re: (no subject)

Sent: Thursday, June 14, 2012 12:06 PM

To: rsheriff@hawaii.edu

They like one name on the policy ...

If I just put you name on it ... The balance of the money will come back to me after UH is paid back plus expenses.

In a message dated 6/14/2012 9:38:28 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The requirements for insurance are listed in the contract. I do not have a copy with me. We are most concerned with the nonperformance portion if we are having money paid out prior to the show. Ryan should be sending you a final copy today for your signature.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 9:28 am

Subject: (no subject)

To: <rsheriff@hawaii.edu>

Liability Insurance with UH as additional insured ... 1m or 2 m ?

UH address please

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Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 8:37 am

Subject: (no subject)

To: <rsheriff7@gmail.com>, <rsheriff@hawaii.edu>

In order to expedite the 200k ... would you like me to write a request NOW ... so we can do it as quickly as possible?

Re: Email Flyers

Sent: Thursday, June 14, 2012 2:25 PM
To: rsheriff@hawaii.edu
Attachments: _Save_The_Date.jpg (51 KB)

this is something I am talking about with
In a message dated 6/14/2012 2:14:18 P.M. Hawaiian Standard Time,
rsheriff@hawaii.edu writes:

As long as I get an invoice and request for the check soon, we should
be able to have the check ready to go on public sale.

The insurance just needs to be in place before public sale in July. I do
understand why UH Legal Counsel wants it that way. They do not
want Athletics to be on the hook for \$200,000 that has left the
department.

I will send you the what we plan send out., prior to anything being
sent to our boosters.

I am still waiting on your release info and email poster.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:
Date: Thu, Jun 14, 2012 1:11 pm
Subject: Email Flyers
To: <rsheriff@hawaii.edu>

do not.... automatically send out email blast ...

I need to look it over ...

This insurance (getting it immediately has thrown me a curve ball ...

Not getting deposit money ... in a timely manner, ill slow things down

In a message dated 6/14/2012 9:40:51 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

If you can include a generic press release with the event poster so our folks have a base to work from , that would be great.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 8:17 am

Subject: Email Flyers

To: <rsheriff@hawaii.edu>

Public Sale : Aloha Stadium ?

Charge by phone?

In a message dated 6/14/2012 7:38:04 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

, not sure what info you want. I do not think the flyer has to be to specific for each group since each one will send their specific information in their email along with the flyer. I will get you what ever you want if you can tell me what other info you would need or want to include.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Wed, Jun 13, 2012 8:11 pm

Subject: Email Flyers

To: <rsheriff@hawaii.edu>

I need a step by step procedure for each of the 3 versions of the email blast

In a message dated 6/13/2012 6:40:16 P.M. Hawaiian

Standard Time, rsheriff@hawaii.edu writes:

John,
Can you forward the Corporate Partner Logo and
an H logo to _____, The ones I have are not
very good resolution.

Thanks,

Rich

----- Forwarded message -----

From: **Richard Sheriff** <rsheriff@hawaii.edu>

Date: Wed, Jun 13, 2012 at 6:31 PM

Subject: Re: Email Flyers

To: _____

The groups are listed below along with the logos at
the bottom. We want 2 flyers for both the AKA
group and the Corporate Partner group.

One flyer with \$250 Meet and Greet and one with
out \$250 ticket for AKA
the \$125 / \$99 / \$85 / \$70 price levels on both
flyers

One flyer with \$250 Meet and Greet and one with
out \$250 ticket for AKA
the \$125 / \$99 / \$85 / \$70 price levels on both
flyers

The season ticket holder flyer should be with only
the \$125 / \$99 / \$85 / \$70 price levels

Thanks,

Rich

AKA- Ahahui Koa Anuenue and All UH Booster Clubs -Ticket limit 8 per customer

Contact Information

AKA Office 808.956.6500

Fax:

808.956.4598

Email: contactAKA@koaanuenue.org

Website: www.koanuenue.org

(logo Attached) AKA

CORPORATE PARTNER PROGRAM -

The UHCPP would like a generic event flyer. They will make specific ticket information available on each individual email. They have 72 companies who take part in or Corporate Partner Program. They will have 8 different ticket limit categories. We also have almost 80,000 members of H-Mail that we might offer a maximum of 2 tickets each.

(logo Attached) Corporate Partner

SEASON TICKET HOLDERS - UH Box office

(808)944-2697

etickethawaii.com

Stan Sheriff Center - Box Office

PUBLIC SALE - July 2, 2012 Ticket limit 8 per customer

Stan Sheriff Center - Box Office

Campus Center - UH Manoa

Rainbowtique - Ward Centre

944-2697 - Phones

etickethawaii.com - Website

--

SAT. AUGUST 18 8PM

Stan Sheriff Center

A Benefit Concert for UH Athletics

Support our teams and experience the excitement of a rare performance in Hawaii by this legendary performer!

No Flash Cameras. In association with 

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Email Flyers

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Thursday, June 14, 2012 2:45 PM

To:

The insurance just needs to be in place prior to money leaving the department.

This is the Corporate Partner email Please review

UH Corporate Partners, We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on Saturday, August 18, in a special concert that will serve as a fundraiser for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats. There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (see attached arena schematic). Based on your UH Corporate Partner level, you will be able to secure the following maximum number of tickets: Diamond

40

Platinum	32
Koa	24
Kaimana	16
Kula	12
Makana	10
Ohana	10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corporatpartnerprogram We will need to receive a firm ticket number from you by Wednesday, June 27.

After that date, you will be contacted about payment.

Please contact Cory Enriques, UH marketing assistant, at 956-9201 or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, John, Brent, Aaron, & Cory

Re: Email Flyers

Sent: Thursday, June 14, 2012 3:07 PM

To: rsheriff@hawaii.edu

Well its a little like the chicken or the egg.

I will send you and Invoice and ... perhaps you can prepare the 200k check,

Non performance insurance is specially insurance ,,,

I have applied for it this afternoon.

It should be in place tomorrow, In the mean time please get the check in the "pipeline"

Non Performance insurance can only have one primary "insured". I have put it under the UH Athletic Department.

I trust you enough that if the money (minus your expenses and advances) will come back to

Obviously I have 50k of mine in this show already,

When you are happy I we can do the reservations and deposited.

In a message dated 6/14/2012 2:45:37 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The insurance just needs to be in place prior to money leaving the department.

This is the Corporate Partner email Please review

UH Corporate Partners, We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on Saturday, August 18, in a special concert that will

serve as a fundraiser for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats. There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (see attached arena schematic). Based on your UH Corporate Partner level, you will be able to secure the following maximum number of tickets:

Diamond	40
Platinum	32
Koa	24
Kaimana	16
Kula	12
Makana	10
Ohana	10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corpoanteater We will need to receive a firm ticket number from you by Wednesday, June 27.

After that date, you will be contacted about payment.

Please contact Cory Enriques, UH marketing assistant, at 956-9201 or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, John, Brent, Aaron, & Cory

Fwd: Concert

Carl Clapp [cclapp@hawaii.edu]

Sent: Monday, June 18, 2012 4:28 PM

To: pyk@hawaii.edu

Cc: Richard Sheriff [rsheriff@hawaii.edu]; Tiffany Kuraoka [tkuraoka@hawaii.edu]; Teri Chang [teric@hawaii.edu]

Paul,

When you have minute, Rich and I would like to discuss the opportunity described below with you.

Mahalo,

Carl

----- Forwarded message -----

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>

Date: Fri, Jun 15, 2012 at 12:15 PM

Subject: Concert

To: James Kashiwamura <jkashiwa@hawaii.edu>

Cc: Carl Clapp <cclapp@hawaii.edu>, Richard C Sheriff <rsheriff@hawaii.edu>

JR,

I was just informed by Rich Sheriff, Stan Sheriff Center Manager and Carl Clapp that the department is looking to have a concert in the Stan Sheriff Center in August. In order to have this concert they would need to have a \$200,000 check cut to the performer late next week or the following week. The funds for the \$200,000 is to come from advance ticket sales which should begin shortly. Please let me know if this is possible to process. Thanks.

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

--

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

*** August 18, 2012 * Stan Sheriff Center**

owner-athletics-l@lists.hawaii.edu [owner-athletics-l@lists.hawaii.edu] on behalf of Baldemor, Vince [vince@koaanuenue.org]

Sent: Monday, June 18, 2012 1:42 PM

To: athletics-l@lists.hawaii.edu; Gouveia, Caroline [carol@koaanuenue.org]; Estermann, David [david@koaanuenue.org]; Shoji, Kelvin [kelvin@koaanuenue.org]; kim@nako.org; Lau, Joycelyn [joyce@koaanuenue.org]; Vieira, Wayne [wayne@koaanuenue.org]

Attachments: - Order Form.pdf (90 KB) ; concert seating price levels.pdf (272 KB)

Dear UH Athletics – If interested in tickets, please fill out the attached form and get it to Carol in the AKA office. Thanks.

Vince

SAT. AUGUST 18 8PM
Stan Sheriff Center
A Benefit Concert for UH Athletics

Support our teams and experience the excitement of
a rare performance in Hawaii by this legendary performer!

No Flash Cameras. In association with [redacted]

June 16, 2012

Aloha to the AKA family,

University of Hawaii Athletics is thrilled to announce that the legendary [redacted] will be performing at the Stan Sheriff Center on Saturday, August 18, 2012 in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawaii is produced in association with [redacted]

As a valued donor and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of opening ticket sales to season ticket holders and the general public.

Tickets are priced at \$250 (floor seats, includes VIP Reception in the Ed Wong Hospitality Suite), \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Seats at the \$250 level are limited to six (6) seats per Sport Package, based on availability and, if you are interested, orders should be placed as soon as possible. All other seats are limited to twenty (20) seats per Sport Package.

Pre-sale orders to Sport Package donors begin on Monday, June 18th and must be received by Friday, June 22nd to retain Sport Package priority for seat assignment. Ticket sales to all UH season ticket holders will begin on Saturday, June 23rd. MasterCard or Visa credit card payments accepted; no checks. Seats will be assigned by Sport Package priority and tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail order@KoaAnuenue.org to place your order. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome to Hawaii!

Vince Baldemor
President
Ahahul Koa Anuenue
University of Hawaii-Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org



Concert
August 18, 2012

Sport Package Ticket Order Form
Deadline: June 22, 2012

Member Name _____ Day phone _____

Address _____ CSZ _____

Floor Seats (limit 6 tickets, includes VIP Reception) _____ tickets @ \$260 (includes \$10 handling fee) = \$ _____

Limit of 20 seats per account for:

Remainder of Floor Seats & Riser to Row 13 _____ tickets @ \$135 (includes \$10 handling fee) = \$ _____

Lower Level Row 14 to Upper Level Row 7 _____ tickets @ \$109 (includes \$10 handling fee) = \$ _____

Upper Level Row 8-14 _____ tickets @ \$95 (includes \$10 handling fee) = \$ _____

Upper Level Row 15-17 _____ tickets @ \$80 (includes \$10 handling fee) = \$ _____

Note: Seats will be assigned by Sport Package
Priority Order. Best Available

TOTAL	\$ _____
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CREDIT CARD PAYMENTS ONLY

Charge my credit card \$ _____

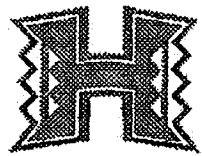
___ Visa ___ MasterCard Acct. # _____ - _____ - _____ Exp date ____/____

Authorized signature _____ Date _____

Name on credit card _____

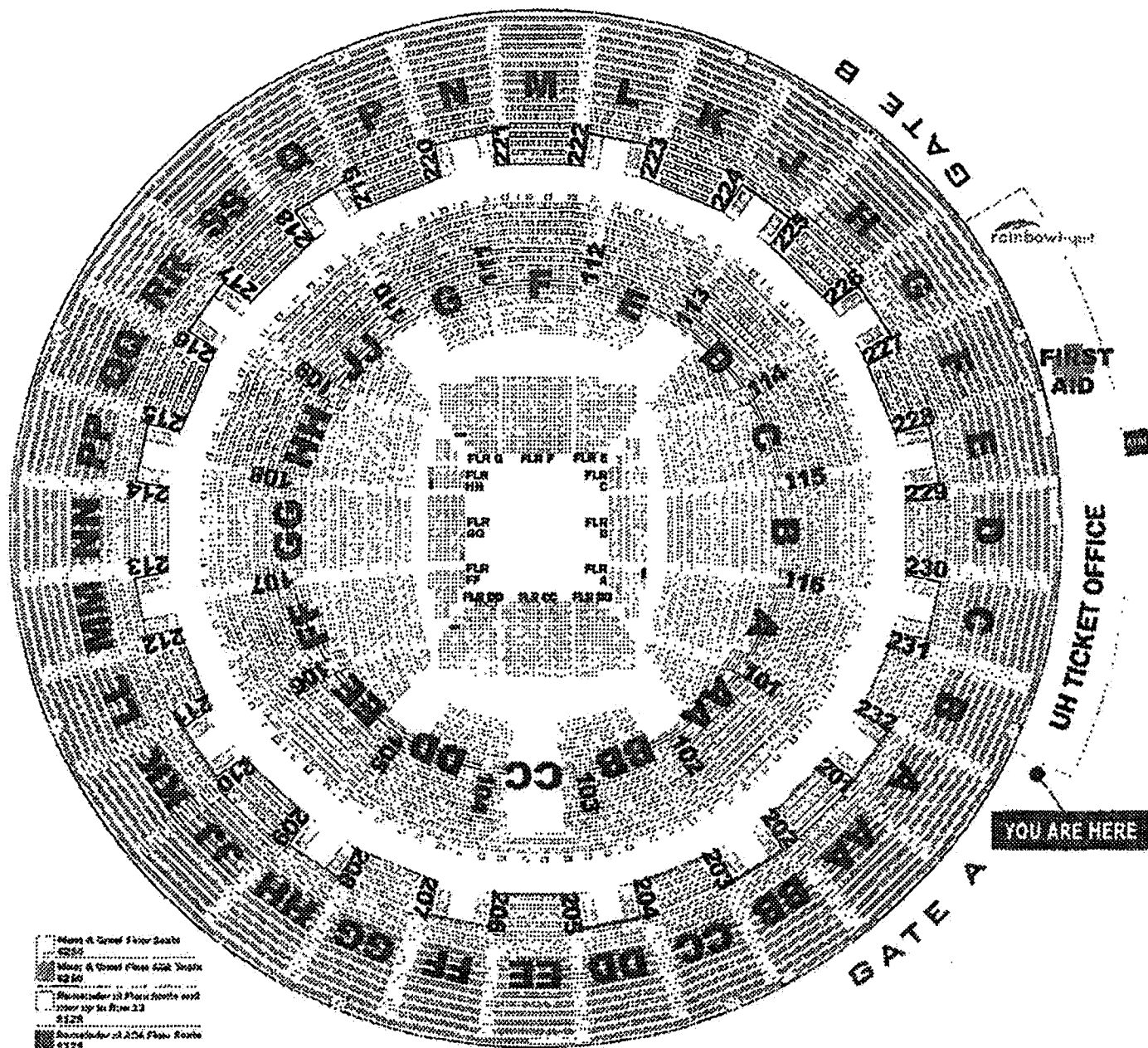
DEADLINE: ORDERS MUST BE RECEIVED BY FRIDAY, JUNE 22, 2012

Return form to:
carol@KoaAnuenue.org
Or
Fax to (808) 956-4598



STAN SHERIFF CENTER

UNIVERSITY OF HAWAII



- 10000 & Grand Floor Seats
\$250
- 10000 & Grand Floor Club Seats
\$250
- 10000 & Grand Floor Club Seats
\$250
- 10000 & Grand Floor Club Seats
\$250
- 10000 & Grand Floor Club Seats
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- 10000 & Grand Floor Club Seats
\$250
- 10000 & Grand Floor Club Seats
\$250

SECURITY ENTRANCE
10000 & Grand Floor Club Seats

Fwd: Special Benefit for UH Corporate Partners

Brent Inouye [bkinouye@hawaii.edu]

Sent: Monday, June 18, 2012 9:52 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc:

Attachments: _Save_The_Date.jpg (177 KB) ; concert seating price levels.pdf (272 KB)

Rich,

Here is the e-mail that was sent out on Friday afternoon to all of the UH Corporate Partners. Let us know if you have any questions.

Thanks,

Brent

UH Corporate Partners,

We truly appreciate the incredible support you provide the University of Hawai'i Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that the legendary _____ will be performing in the Stan Sheriff Center on **Saturday, August 18**, at 8:00 p.m. in a special concert that will serve as a fundraiser for the UH Athletics Department (*see attached flyer*). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats.

There are five different ticket prices (*see attached arena schematic*):

- **\$250** (*includes a VIP Reception in the Ed Wong Oceanic Business Class Lounge with food and beverages provided*)*
- **\$125**
- **\$99**
- **\$85**
- **\$70**

**there are only 119 seats available in the \$250 section, so these seats will be assigned by Corporate*

Partner level on a first-come, first-serve basis.

Based on your UH Corporate Partner level, you will be able to secure the following maximum number of total tickets:

- Diamond - 40
- Platinum - 32
- Koa - 24
- Kaimana - 16
- Kula - 12
- Makana - 10
- Ohana - 10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corporatpartnerprogram

We will need to receive a **firm** ticket number from you by **Friday, June 22 at noon**.

Please contact **Brent Inouye**, UH Corporate Relations Manager, at **956-9630** or bkinouye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show,

John, Brent, Aaron, & Cory

SAT. AUGUST 18 8PM
Stan Sheriff Center

A Benefit Concert for UH Athletics

Support our teams and experience the excitement of
a rare performance in Hawaii by this legendary performer!

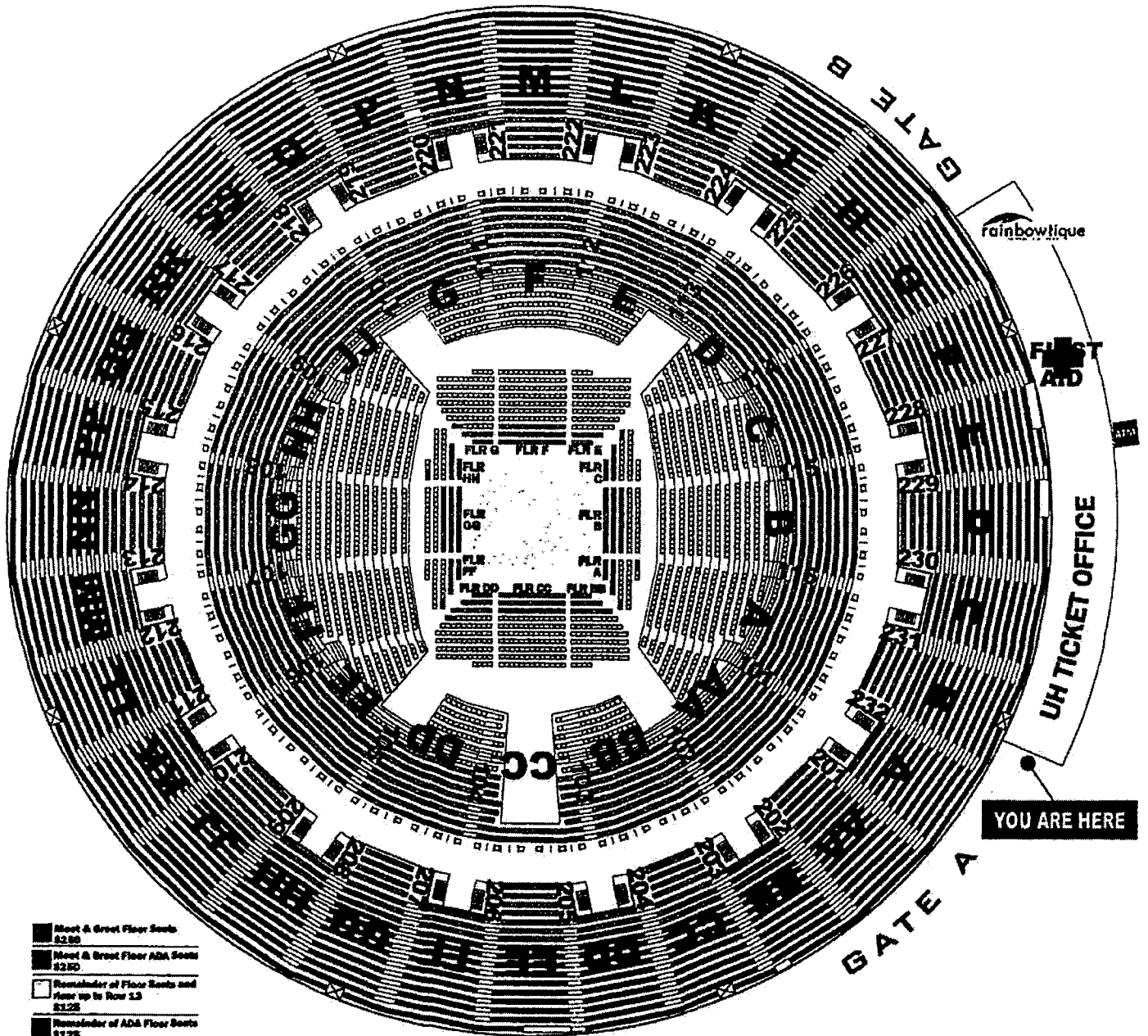
No Flash Cameras. In association with





STAN SHERIFF CENTER

UNIVERSITY OF HAWAII



- Meet & Greet Floor Seats \$2,800
- Meet & Greet Floor ADA Seats \$2,800
- Remainder of Floor Seats and floor up to Row 13 \$3,200
- Remainder of ADA Floor Seats \$3,200
- Lower Level Rows 14 to Upper Level Row 7 \$600
- Upper Level Rows 8-14 \$600
- Upper Level Rows 15-17 \$700

SECURITY ENTRANCE (GROUND LEVEL)

Re: Email Flyers

Sent: Monday, June 18, 2012 1:20 PM

To: rsheriff@hawaii.edu

Let's not worry about the media deposit ...

If you can get me a list of preferred radio / TV / newspaper contacts ... preferably ones the have a trade balance ... we can start there.

In a message dated 6/18/2012 11:17:11 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

The pre sale interest has been great. I am not firm on any public sale date. I want to make sure we get the check first. We can discuss that date. What is the 25K media?? Let me know what that is.

Rich

On Mon, Jun 18, 2012 at 11:11 AM,

wrote:

Rich ...

1. should have insurance later today

2. when can I expect the 200.000

3. have an invoice for the other 25k to put deposits down on media,,, will touch base with you media contact.

I don't want to give you that invoice until first one comes through.\

Your time has tickets going on sale July 2 that is a Monday why not June 30th a Saturday?

In a message dated 6/14/2012 3:45:40 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

It should have come from Ryan, if you need me to send it again, I can.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From:

Date: Thu, Jun 14, 2012 3:32 pm

Subject: Email Flyers

To: <rsheriff@hawaii.edu>

I MUST HAVE MISSED IT CAN YOU SEND ME A FINAL CONTRACT ...

I WILL SIGN IT AND FAX IT BACK

WHEN YOU ARE DISCUSSING THE FLYER / PR ... PLEASE CC COPY

In a message dated

6/14/2012 3:18:47 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Yes you are correct, I will make sure that the money after expenses will get back to

Can you sign your contract and return it to me. I will get a copy of our signed contract to you.

On Thu, Jun 14, 2012 at 3:07 PM,

wrote:

Well its a little like the chicken or the egg.

I will send you an Invoice and ... perhaps you can prepare the 200k check,

Non performance insurance is specialty insurance ...

I have applied for it this afternoon.

It should be in place tomorrow, in the mean time please get the check in the "pipeline"

Non Performance insurance can only have one primary "insured". I have put it under the UH Athletic Department.

I trust you enough that if the money (minus your expenses and advances) will come back to

Obviously I have 50k of mine in this show already,

When you are happy I we can do the reservations and deposited.

In a message dated 6/14/2012 2:45:37 P.M. Hawaiian Standard Time, sheriff@hawaii.edu writes:

The insurance just needs to be in place prior to money leaving the department.

This is the Corporate Partner email Please review

UH Corporate Partners, We truly appreciate the incredible support you provide the UH Athletics Department and we are always looking for ways to say mahalo and reward you for your partnership. We're hoping the opportunity below helps demonstrate our appreciation.

We are thrilled to announce that _____ will be performing at the Stan Sheriff Center on Saturday, August 18, in a special concert that will serve as a fundraiser for the UH Athletics Department (see attached flyer). _____ is working with UH on organizing and staging this wonderful event.

As a special benefit for UH Corporate Partners, you will have the opportunity to purchase your tickets to this concert prior to general-public sales and secure the best available seats. There are five different ticket prices, including \$250, \$125, \$99, \$85, and \$70 (see attached arena schematic). Based on your UH Corporate Partner level, you will be able to secure the following maximum number of tickets:

Diamond	40
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Kaimana	16
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Ohana	10

Seats will be assigned in each section based on the company's Corporate Partner level. Click on the link below to visit the UH Corporate Partner page on our website, if you are not sure what your current Corporate Partner level is.

http://www.hawaiiathletics.com/sports/2008/5/15/corporate_partner.aspx?tab=corpoanteater We will need to receive a firm ticket number from you by Wednesday, June 27.

After that date, you will be contacted about payment.

Please contact Cory Enriques, UH marketing assistant, at 956-9201 or corye@hawaii.edu to provide us the number of tickets you would like at each price level.

Mahalo & enjoy the show, John, Brent, Aaron, & Cory

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Fwd: Concert

Carl Clapp [cclapp@hawaii.edu]

Sent: Monday, June 18, 2012 4:28 PM

To: pyk@hawaii.edu

Cc: Richard Sheriff [rsheriff@hawaii.edu]; Tiffany Kuraoka [tkuraoka@hawaii.edu]; Teri Chang [teric@hawaii.edu]

Paul,

When you have minute, Rich and I would like to discuss the opportunity described below with you.

Mahalo,

Carl

----- Forwarded message -----

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>

Date: Fri, Jun 15, 2012 at 12:15 PM

Subject: Concert

To: James Kashiwamura <jkashiwa@hawaii.edu>

Cc: Carl Clapp <cclapp@hawaii.edu>, Richard C Sheriff <rsheriff@hawaii.edu>

JR,

I was just informed by Rich Sheriff, Stan Sheriff Center Manager and Carl Clapp that the department is looking to have a concert in the Stan Sheriff Center in August. In order to have this concert they would need to have a \$200,000 check cut to the performer late next week or the following week. The funds for the \$200,000 is to come from advance ticket sales which should begin shortly. Please let me know if this is possible to process. Thanks.

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

Re: Benefit Concert Announcement

Sent: Tuesday, June 19, 2012 6:57 AM
To: rsheriff@hawaii.edu
Attachments: ~1.doc (116 KB)

RICH CAN YO WIRE TRANSFER THE 200K TO THE AGENT'S ESCROW ACCOUNT ASAP.

WITH THE NOYTATION THAT IT IS FOR THE AUGUST 18TH HONOLULYU DATE

In a message dated 6/18/2012 3:12:54 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I am very sorry to hear that the benefit concert has gone viral in the social media. Please be assured that I have spoken our employees to not flame the fire by getting involved in perpetuating these blogs.

We are working as fast as possible to get the \$200,000 down payment check cut. As you know the State of Hawaii System is not the smoothest or fastest operating system in the world. I do have our business office in contact with central dispersing in order to get our check cut as soon as possible. Please bare with us as we move through this process. I will do everything in my power to get the check as soon as I can.

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Fwd: Concert

MRC Greenwood [mrcgreen@hawaii.edu]

Sent: Monday, July 02, 2012 1:06 PM

To: Howard Todo [htodo@hawaii.edu]

Begin forwarded message:

From: Virginia Hinshaw <vhinshaw@hawaii.edu>

Subject: Concert

Date: June 19, 2012 6:07:54 PM HST

To: "'mrcgreenwood@hawaii.edu'"
<mrcgreen@hawaii.edu>

Jim has been working on this for a while - Ryan Akamine has been involved in every step. They have gotten appropriate permissions for the performance. Is there a specific question regarding the concert or tickets? Virginia

Virginia S. Hinshaw
Chancellor
University of Hawaii at Manoa
2500 Campus Road
Hawaii Hall 202
Honolulu, HI 96822
Tel: 808-956-7651
Fax: 808-956-4153
Email: vhinshaw@hawaii.edu

Re: Concert

Sent: Wednesday, June 20, 2012 8:39 PM

To: rsheriff@hawaii.edu

her is invoice w/ number you may put : in front of the number

In a message dated 6/20/2012 4:58:06 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

|

Ercow Account.

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

Re: Concert

Tiffany Kuraoka [tkuraoka@hawaii.edu]

Sent: Wednesday, June 20, 2012 3:47 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Teri Chang [teric@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]

Rich,

Is there a vendor code for _____ ?

On Wed, Jun 20, 2012 at 3:38 PM, Richard Sheriff <rsheriff@hawaii.edu> wrote:

Tiffany

In order to expedite the payment to _____ agent the promoter has asked if we can directly
wire the down payment to _____ The wire transfer information is attached.

Is it possible for UH to do a wire transfer? If we can, will we need to have _____ change
the invoice for the down payment.

Let me know. I am trying to make sure we can complete the payment in the fastest possible method.

Thanks,

Rich

On Mon, Jun 18, 2012 at 4:28 PM, Carl Clapp <cclapp@hawaii.edu> wrote:

Paul,

When you have minute, Rich and I would like to discuss the opportunity described below with you.

Mahalo,

Carl

----- Forwarded message -----

From: **Tiffany Kuraoka** <tkuraoka@hawaii.edu>

Date: Fri, Jun 15, 2012 at 12:15 PM

Subject: Concert

To: James Kashiwamura <jkashiwa@hawaii.edu>

Cc: Carl Clapp <cclapp@hawaii.edu>, Richard C Sheriff <rsheriff@hawaii.edu>

JR,

I was just informed by Rich Sheriff, Stan Sheriff Center Manager and Carl Clapp that the department is looking to have a concert in the Stan Sheriff Center in August. In order to have this concert they would need to have a \$200,000 check cut to the performer late next week or the following week. The funds for the \$200,000 is to come from advance ticket sales which should begin shortly. Please let me know if this is possible to process. Thanks.

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Tiffany Kuraoka
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--

Carl R. Clapp
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Associate Athletics Director
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www.hawaiiathletics.com
www.hawaiiathleticsohana.com

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Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

Re: Concert

Tiffany Kuraoka [tkuraoka@hawaii.edu]

Sent: Thursday, June 21, 2012 8:53 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

You can check in the epurchasing system.

On Thu, Jun 21, 2012 at 8:49 AM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

Tiff,

Do we have to have one? We should have enough funds by Monday or Tuesday after the season ticket offering and I just want to be able to get the money to Agent ASAP.

Rich

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: "Tiffany Kuraoka" <tkuraoka@hawaii.edu>

Date: Thu, Jun 21, 2012 8:15 am

Subject: Concert

To: "Richard Sheriff" <rsheriff@hawaii.edu>

Rich,

If there is no vendor code, you may want to try and set one up (although the deadline for that was May 31). You can check with Michele on how to set one up.

On Wed, Jun 20, 2012 at 3:47 PM, Tiffany Kuraoka
<tkuraoka@hawaii.edu> wrote:

Rich,

Is there a vendor code for _____ ?

On Wed, Jun 20, 2012 at 3:38 PM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

Tiffany

In order to expedite the payment to _____ agent the
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payment.

Let me know. I am trying to make sure we can complete the
payment in the fastest possible method.

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opportunity described below with you.

Mahalo,

Carl

----- Forwarded message -----

From: **Tiffany Kuraoka** <tkuraoka@hawaii.edu>

Date: Fri, Jun 15, 2012 at 12:15 PM

Subject: Concert

To: James Kashiwamura <jkashiwa@hawaii.edu>

Cc: Carl Clapp <cclapp@hawaii.edu>, Richard C Sheriff
<rsheriff@hawaii.edu>

JR,

I was just informed by Rich Sheriff, Stan Sheriff Center Manager and Carl Clapp that the department is looking to have a concert in the Stan Sheriff Center in August. In order to have this concert they would need to have a \$200,000 check cut to the performer late next week or the following week. The funds for the \$200,000 is to come from advance ticket sales which should begin shortly. Please let me know if this is possible to process. Thanks.

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--

Carl R. Clapp
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www.hawaiiathletics.com
www.hawaiiathleticsohana.com

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University of Hawaii
Assistant Athletic Director
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Fax (808)956-4637

*** August 18, 2012 * Stan Sheriff Center**

Baldemor, Vince [vince@koaanuenue.org]

Sent: Thursday, June 21, 2012 10:23 PM

To:

Cc: Gouveia, Caroline [carol@koaanuenue.org]; kim@nako.org; Lau, Joycelyn [joyce@koaanuenue.org]

Attachments: _Save_The_Date.jpg (51 KB) ; concert seating price levels.pdf (272 KB) - Booster Cl~1.pdf (16 KB) ;
_Save_The_Date.jpg (51 KB) ; concert seating price levels.pdf (272 KB) . - Booster Cl~2.pdf (16 KB)

SAT. AUGUST 18 8PM
Stan Sheriff Center
A Benefit Concert for UH Athletics

Support our teams and experience the excitement of
a rare performance in Hawaii by this legendary performer!

No Flash Cameras. In association with

June 21, 2012

Dear Booster Club Presidents,

University of Hawaii Athletics is thrilled to announce that the legendary _____ will be performing at the Stan Sheriff Center on Saturday, August 18, 2012 in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawaii is produced in association with _____

As a valued booster club member and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of ticket sales to the general public.

Please send this form to your memberships and encourage them to purchase their tickets as soon as possible. Demand is high and this concert is expected to sell out.

Tickets are priced at \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Orders must be received at the AKA office by Monday, June 25 to ensure priority seating. Ticket sales to all UH season ticket holders will begin on Saturday, June 23, but AKA has an allotment of seats for booster club members. MasterCard or Visa credit card payments accepted; no checks. Tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail Carol@KoaAnuenue.org to place your order. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome to Hawaii!

Vince Baldemor
President
Ahahui Koa Anuenue
University of Hawaii-Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org



CONCERT

Stan Sheriff Center Arena

August 18, 2012

Booster Club Member Ticket Order Form

Name _____ Day phone _____
Address _____ City/zip _____
Email _____

Limit of 8 tickets, prices include \$10 handling fee per ticket

Floor seats (limited seating available)	__XX__ tickets @ \$260 = \$ SOLD OUT
Remainder of floor seats & Riser to Row 13	___ tickets @ \$135 = \$ _____
Lower Level Row 14 to Upper Level Row 7	___ tickets @ \$109 = \$ _____
Upper Level Row 8-14	___ tickets @ \$95 = \$ _____
Upper Level Row 15-17	___ tickets @ \$80 = \$ _____
	TOTAL DUE \$ _____

CREDIT CARD PAYMENTS ONLY

Visa ___ MasterCard Acct. # _____ - _____ - _____ Exp date ___/___

Authorized signature _____ Date _____

Name on credit card _____

DEADLINE: ORDERS MUST BE RECEIVED BY MONDAY, JUNE 25, 2012

Return form to:

Carol@KoaAnuenue.org, fax to (808) 956-4598 or visit

Ahahui Koa Anuenue Office, Room 307

SAT. AUGUST 18 8PM
Stan Sheriff Center

A Benefit Concert for UH Athletics

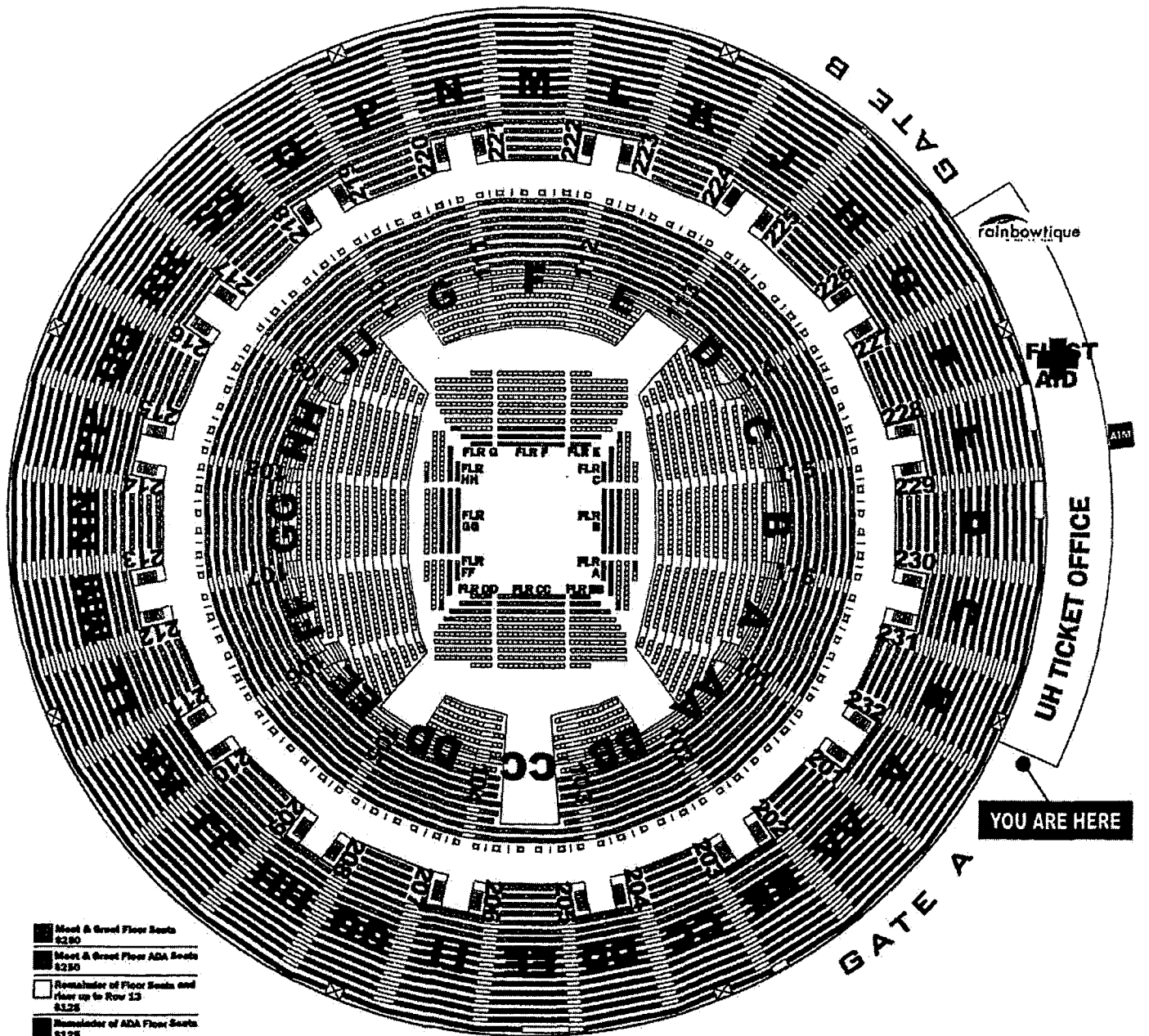
**Support our teams and experience the excitement of
a rare performance in Hawaii by this legendary performer!**

No Flash Cameras. In association with 



STAN SHERIFF CENTER

UNIVERSITY OF HAWAII



- Meet & Greet Floor Seats
\$230
- Meet & Greet Floor ADA Seats
\$230
- Remainder of Floor Seats and
floor up to Row 13
\$125
- Remainder of ADA Floor Seats
\$125
- Lower Level Row 24 to
Upper Level Row 7
\$90
- Upper Level Rows 8-16
\$65
- Upper Level Rows 18-17
\$70

SECURITY
ENTRANCE
(GROUND LEVEL)

Fwd: PROOF: Your Priority Offer for

Carl Clapp [cclapp@hawaii.edu]

Sent: Friday, June 22, 2012 12:09 PM

To: James Donovan [jdonovan@hawaii.edu]

FYI -- Teri and John are ok with this. Sorry I did not get it to you. Walter said it went out within the last hour.

Carl

----- Forwarded message -----

From: **Walter Watanabe** <wwatanab@hawaii.edu>

Date: Thu, Jun 21, 2012 at 9:01 PM

Subject: Fwd: PROOF: Your Priority Offer for

To: John McNamara <jmnamara@hawaii.edu>, Carl Clapp <cclapp@hawaii.edu>, Richard Sheriff <rsheffi@hawaii.edu>, Teri J Chang <terij@hawaii.edu>, "Baldemor, Vince" <v.baldemor@hawaii.edu>

Cc: Kelsy Yoshimura <kyoshim@hawaii.edu>, Troy Yamamoto <tyamamo@hawaii.edu>

This pacmail email will be going out to all season ticket holders tomorrow morning. Let me know if you see anything major, if not it's going.

Thanks,
Walter

----- Forwarded message -----

From: **University of Hawaii** <regis@hawaii.edu>

Date: Thu, Jun 21, 2012 at 2:16 PM

Subject: PROOF: Your Priority Offer for

To: wwatanab@hawaii.edu



SAT. AUGUST 18 8PM
Stan Sheriff Center

A Benefit Concert for UH Athletics

Support our teams and experience the excitement of a rare performance in Hawaii by this legendary performer!

As a special thank you for your support, UH Athletics is pleased to offer you, our most valued **season ticket holders**, the opportunity to reserve the **best seats available** for this concert in advance of opening ticket sales to the general public. **Tickets are limited to 8 tickets per season ticket holder.**

Get first access to this event using a **Unique Promo Code**. Your Unique Promo Code provided below is a single use password and may only be used on one pre-sale order. It will become invalid after the order is processed, and will no longer be able to be used for this pre-sale. **To order online, click the button below and enter your unique password into the Promotion Code box.**

Pre-sale starts at 9:00 am Saturday

Pre-sale to season ticket holders begins on Saturday, June 23 at 9:00 am and must be purchased by Tuesday, June 26 at 5:00 pm

We hope that offering you this opportunity to experience [redacted] up-front and in person demonstrates our sincere appreciation of your support. A sincere mahalo for all you do for our program!

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Office of Intercollegiate Athletics - 1337 Lower Campus Road - Honolulu, HI 96822-2370

To deactivate your account, use either the mailing address above or the link below.

[\[Redacted Link\]](#)

--
Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469

FAX: (808) 956-4637

www.hawaii.edu/ica

www.math.hawaii.edu

**Fwd: Payment to _____ for
Benefit Concert**

Carl Clapp [cclapp@hawaii.edu]

Sent: Friday, June 22, 2012 11:57 AM

To: Paul Kobayashi [pyk@hawaii.edu]

Cc: Tiffany Kuraoka [tkuraoka@hawaii.edu]; Michele Inouchi [mkaminag@hawaii.edu];
Richard Sheriff [rsheriff@hawaii.edu]

Paul,

How can Tiffany and I assist you so that we can have this wire transfer/check ready to go in a timely manner?

We are facilitating the promoter with this concert that will benefit UHM Athletics and we have the opportunity to receive a significant amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: Richard Sheriff <rsheriff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to _____ for _____ Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@koanuenue.org>, Walter Watanabe <wtwatana@hawaii.edu>

Carl

Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to

season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everything in place to either wire transfer or have a check cut to overnight mail to the

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

RE: PROOF: Your Priority Offer for

Derek Inouchi [inouchi@hawaii.edu]

Sent: Friday, June 22, 2012 5:06 PM

To: Walter Watanabe [wtwatana@hawaii.edu]; rich sheriff [rsheriff@hawaii.edu]

Concert Ticket Reservations To Season Tickets Holders

HONOLULU – University of Hawai'i season ticket holders in all sports may reserve tickets to a rare benefit concert by legendary musician beginning Saturday, June 23. The Stan Sheriff Center Box Office will open special from 9:00 a.m. to 1:00 p.m. Reservations may be made in person or by calling 944-2697.

The concert will take place Saturday, Aug. 18 at the Stan Sheriff Center. Proceeds of the concert will benefit UH Athletics.

This pre-sale is limited to season ticket holders who will have a unique opportunity to reserve the best seats available in advance of general public sales. Tickets are limited to eight per season ticket holder and must be reserved by Tuesday, June 26 at 5:00 p.m.

Season ticket holders have also been e-mailed a Promotional Code with a direct link to the website to make reservations.

-UH-

Derek Inouchi
Media Relations Director
University of Hawai'i Athletics
1337 Lower Campus Road
Honolulu, HI 96822
Phone: (808) 956-4478
Cell: (808) 954-0234

Like us on Facebook: www.facebook.com/HawaiiAthletics
Follow us on Twitter: www.twitter.com/HawaiiAthletics

From: Walter Watanabe [mailto:wtwatana@hawaii.edu]
Sent: Friday, June 22, 2012 3:48 PM
To: Derek Inouchi
Subject: Fwd: PROOF: Your Priority Offer for

Derek,

Need a press release / web story for this. I'll call you.

<https://owa.hawaii.edu/owa/?ae=Item&t=IPM.Note&id=RgAAAACVPmk1eYDZRaRk9F...> 7/18/2012

Thanks,
Walter

----- Forwarded message -----

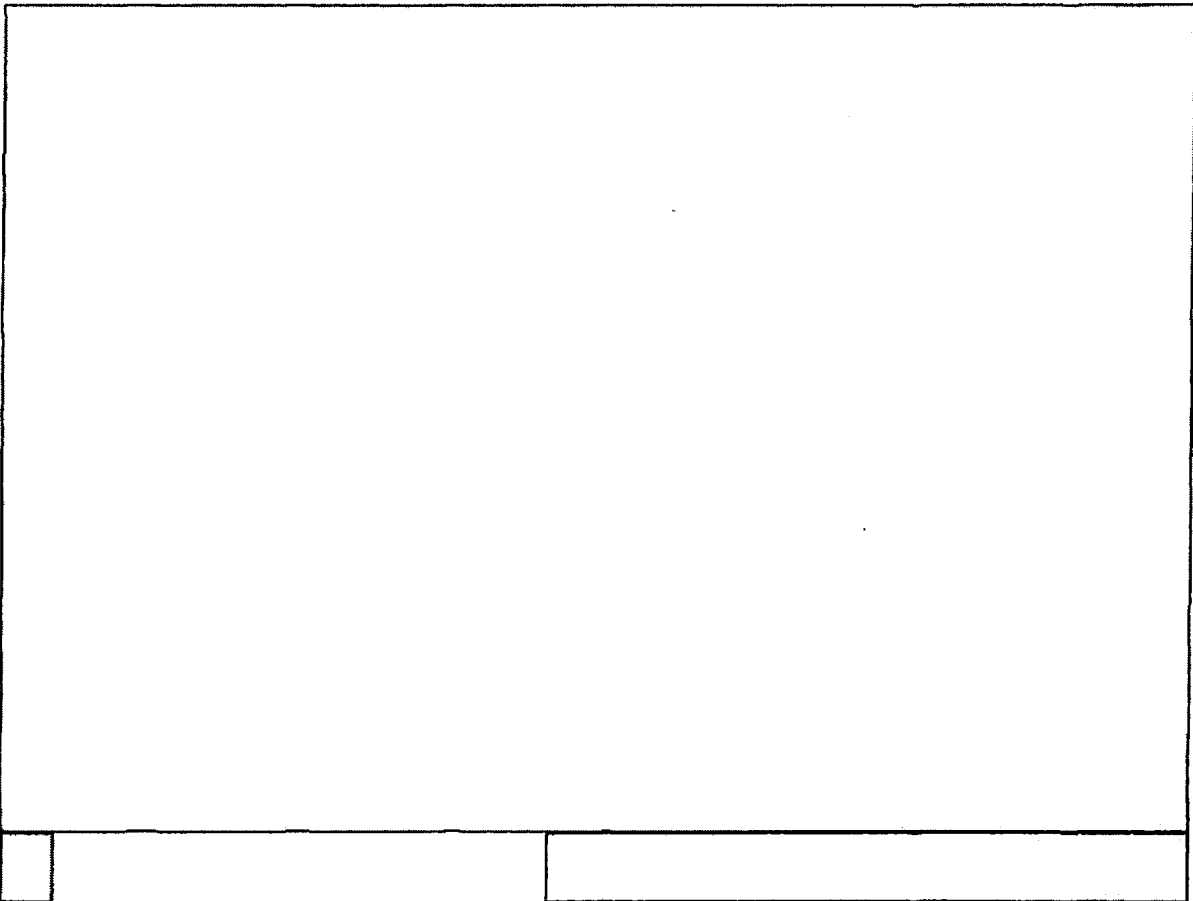
From: **University of Hawaii** <reply-85@pacmail.em.marketinghq.net>

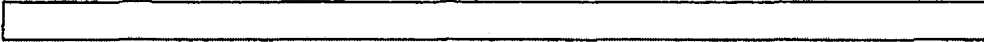
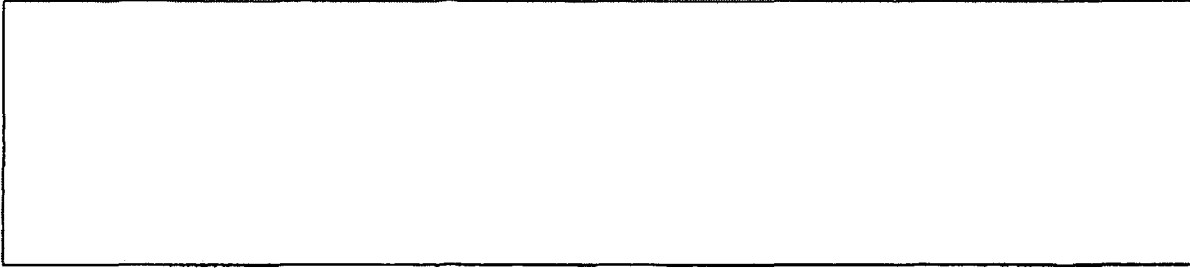
Date: Thu, Jun 21, 2012 at 2:16 PM

Subject: PROOF: Your Priority Offer for

To: wtwatana@hawaii.edu

[Use this link to view a web version of this email](#)





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Office of Intercollegiate Athletics - 1337 Lower Campus Road - Honolulu, HI 96822-2370

To deactivate your account, use either the mailing address above or the link below.

[Modify your profile or unsubscribe](#)

- Sales update

Walter Watanabe [wtwatana@hawaii.edu]

Sent: Sunday, June 24, 2012 10:40 PM

To: James J Donovan III [jdonovan@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; John McNamara [johnpm@hawaii.edu]; Baldemor, Vince [vince@koaanuenue.org]; Teri J Chang [teric@hawaii.edu]; Richard Sheriff [rsheriff@hawaii.edu]

Cc: Kelsy Yoshimura [kelsyy@hawaii.edu]; Troy Yamamoto [troyy@hawaii.edu]; Carol Gouveia [cgouveia@hawaii.edu]; Jeannie Lee [ljeannie@hawaii.edu]

OK, I just finished processing all the orders that I got from Carol & Brent so far. This total plus what the season ticket holders bought this weekend comes out to.....

1,542 tickets for \$201,575

Now this revenue # does include fees that we collected, but who cares, we've got over \$200,000 processed!!!!

Re: - Sales update

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, June 25, 2012 7:19 AM

To: Teri Chang [teric@hawaii.edu]

Teri can you help me push Carl to get the down payment wired out ASAP! called this weekend and he is getting nervous that the agent might pull out.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: "Teri Chang" <teric@hawaii.edu>

Date: Sun, Jun 24, 2012 11:38 pm

Subject: - Sales update

To: "Walter Watanabe" <wtwatana@hawaii.edu>

Cc: "James J Donovan III" <jdonovan@hawaii.edu>, "Carl Clapp" <cclapp@hawaii.edu>, "John McNamara" <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@koanuenue.org>, "Richard Sheriff" <rsheriff@hawaii.edu>, "Kelsy Yoshimura" <kelsyy@hawaii.edu>, "Troy Yamamoto" <troyy@hawaii.edu>, "Carol Gouveia" <cgouveia@hawaii.edu>, "Jeannie Lee" <ljeannie@hawaii.edu>

Awesome job thank you Walter!

Sent from my iPhone

On Jun 24, 2012, at 10:40 PM, Walter Watanabe <wtwatana@hawaii.edu> wrote:

> OK, I just finished processing all the orders that I got from Carol &

Brent so far. This total plus what the season ticket holders bought this weekend comes out to.....

>

> 1,542 tickets for \$201,575

>

> Now this revenue # does include fees that we collected, but who cares, we've got over \$200,000 processed!!!!

>

>

Re: - Sales update

Teri Chang [teric@hawaii.edu]

Sent: Monday, June 25, 2012 7:52 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Yup

Sent from my iPhone

On Jun 25, 2012, at 7:19 AM, Richard Sheriff
<rsheriff@hawaii.edu> wrote:

> Teri can you help me push Carl to get the down
> payment wired out ASAP! called this weekend and he
> is getting nervous that the agent might pull out.

>

>

>

> Sent from my HTC on the Now Network from Sprint!

>

> ----- Reply message -----

> From: "Teri Chang" <teric@hawaii.edu>

> Date: Sun, Jun 24, 2012 11:38 pm

> Subject: - Sales update

> To: "Walter Watanabe" <wtwatana@hawaii.edu>

> Cc: "James J Donovan III" <jdonovan@hawaii.edu>, "John McNamara"

> <johnpm@hawaii.edu>, "Baldemor, Vince"

> <vince@koaanuenue.org>, "Richard Sheriff"

> <rsheriff@hawaii.edu>, "Kelsy Yoshimura"

> <kelsyy@hawaii.edu>, "Troy Yamamoto"

> <troyy@hawaii.edu>, "Carol Gouveia"

> <cgouveia@hawaii.edu>, "Jeannie Lee"

> <ljeannie@hawaii.edu>

>

>

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> On Jun 24, 2012, at 10:40 PM, Walter Watanabe
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> >

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collected, but who cares, we've got over \$200,000
processed!!!!

> >

> >

>

>

amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: **Richard Sheriff** <rsheriff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to _____ for _____ Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@koaanuenu.org>, Walter Watanabe <wtwatana@hawaii.edu>

Carl

Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everthing in place to either wire transfer or have a check cut to overnight mail to the _____

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--

Richard Sheriff
Manager - Stan Sheriff Center

University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
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RE: Payment to for Benefit Concert

Paul Kobayashi [pyk@hawaii.edu]

Sent: Monday, June 25, 2012 12:51 PM

To: Carl Clapp [cclapp@hawaii.edu]

Cc: Tiffany Kuraoka [tkuraoka@hawaii.edu]; Michele Inouchi [mkaminag@hawaii.edu]; Richard Sheriff [rsheriff@hawaii.edu]; Walter Watanabe [wtwatana@hawaii.edu]

Aloha Carl,

Sorry for the delay in responding. We are five days away from fiscal year-end and the start of the new Kualii Financial System so it has gotten quite hectic with a lot of non-routine issues occurring – all at the same time. I wanted to confirm I received your request. Spoke with Tiffany today and we think we have a plan of action to get this done and to expedite. We will keep you posted.

Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Carl Clapp [mailto:cclapp@hawaii.edu]

Sent: Monday, June 25, 2012 8:54 AM

To: Paul Kobayashi

Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe

Subject: Re: Payment to for Benefit Concert

Paul,

Good morning!

We have reached the point where the transfer/check is needed today. Tiffany is working with our Ticket Office to identify the account that the money is deposited into. How can all of us work together to accomplish this? This is an extraordinary opportunity for the Athletics Department to make a significant amount of money. I anticipate, if this opportunity is successful, that the Athletics Department will maximize the use of Stan Sheriff Center by occasionally allowing outside groups to use the facilities when it "benefits" UHM.

Thank you for your follow up with this and all of us are available to assist you.

Carl

On Fri, Jun 22, 2012 at 11:57 AM, Carl Clapp <cclapp@hawaii.edu> wrote:

Paul,

How can Tiffany and I assist you so that we can have this wire transfer/check ready to go in a timely manner?

We are facilitating the promoter with this concert that will benefit UHM Athletics and we have the opportunity to receive a significant amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: **Richard Sheriff** <rsheriff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to _____ for _____ Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@koaanuenue.org>, Walter Watanabe <wtwatana@hawaii.edu>

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\Rich

--

Richard Sheriff

Manager - Stan Sheriff Center

University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

--

Carl R. Clapp

University of Hawaii at Manoa

Associate Athletics Director

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www.hawaiiathletics.com

www.hawaiiathleticsohana.com

--

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www.hawaiiathletics.com

www.hawaiiathleticsohana.com

REQUISITION

FEDERAL FUNDS APPLY YES NO

DELIVER TO (INCLUDE DEPARTMENT NAME)
 University of Hawaii
 Athletic Department
 1337 Lower Campus Rd
 Honolulu, HI 96822
 USA

REQUISITIONER Richard C Sheriff <i>Richard C Sheriff</i>		PHONE NO 808-956-6955
PURCHASING OFFICER Carl Clapp		PHONE NO 808-956-6523
DELIVER ON/BEFORE	VENDOR TERMS	
DELIVER PREPAID VIA Best Way		
QUOTE DATE/REFERENCE		
OTHER VENDORS CONTACTED AND THEIR QUOTATIONS		

VENDOR

ITEM	QUANTITY	DESCRIPTION	EXTENSION
1	1	each Deposit for Benefit Concert for UH Athletics in the Stan Sheriff Center August 18th, 2012	3400 200,000.00 200,000.00
TOTAL			200,000.00
ACCOUNT NO. <i>20900</i>			R834500

EQUIP LOCATION (BLDG & ROOM) OR INCORPORATE W/ DECAL OR P O N EQUIP OWNED BY
 FEDERAL AGENCY UH

I CERTIFY THAT THIS PURCHASE SUPPORTS THE UNIVERSITY PROGRAM INDICATED IN THE ACCOUNT CODE BLOCK. I CERTIFY THAT SUFFICIENT FUNDS ARE AVAILABLE IN THIS ACCOUNT FOR THIS PURCHASE AND THAT THIS PURCHASE IS IN ACCORDANCE WITH APPLICABLE UNIVERSITY POLICIES AND PROCEDURES.

APPROVING AUTHORITY *[Signature]* TYPED NAME *6/25/12* TITLE FISCAL OFFICER *[Signature]* TIFFANY KURAKA DATE *6/20/12* FD CODE 00067


FOR ASSISTANCE IN COMPLETING THIS FORM, PLEASE REFER TO UNIVERSITY OF HAWAII ADMINISTRATIVE PROCEDURES MANUAL, VOLUME IIA, BUSINESS AND FINANCE, AB 200, ATTACHMENTS 250 1 AND 250 2, REQUISITIONS

Comments:

Wire Transfer # W180118 dtd 26 JUN 12

A8.808
Attachment 1

UNIVERSITY OF HAWAII
Wire Transfer Form

Date:	<u>6 / 25 / 12</u>
UH Document No.:	<u>A258234</u>
Amount of Transfer (US Dollars):	<u>\$ 200,000.00</u>
Foreign Currency Transfer*:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, Foreign Exchange (F/X) Code:	_____
Requesting Department Information:	
Department/Program:	<u>Athletics Department</u>
Contact Person Name:	<u>Tiffany Kuraoka</u>
Contact Person Phone No./email address:	<u>956-6505/tkuraoka@hawaii1.edu</u>
Vendor/Payee Information:	
Name:	_____
Address:	_____
Bank Account Number:	_____
Invoice Number:	<u>A258234A</u>
Vendor/Payee Bank Information:	
Bank Name:	<u>Bank of America</u>
Address:	<u>390 N. Orange Avenue</u> <u>Orlando, FL 32801</u>
ABA Routing Number (US Wires):	_____
SWIFT Code (Foreign Wires):	_____
Special Note to Vendor/Payee or Vendor/Payee Bank (optional):	
 Fiscal Officer Signature	<u>6 / 25 / 12</u> Date
	<u>Tiffany Kuraoka</u> Name (Print or Type)
<u>067</u> F. O. Code	<u>956-6505</u> Phone Number
DISBURSING OFFICE USE ONLY	
Wire Transfer Number:	<u>W180118</u>
<small>General Instructions: Submit this document to the Disbursing Office with an approved Purchase Order or Authorization for Payment Form. *If foreign currency wire transfer amount is greater than \$25,000.00, contact the Disbursing Office for further instructions.</small>	

AUTHORIZATION FOR PAYMENT

FEDERAL FUNDS APPLY YES NO

REQUISITIONER Richard C Sheriff PHONE NO 808-956-6955	
PURCHASING OFFICER Carl Clapp PHONE NO 808-956-6523	
DELIVER ON/BEFORE _____ VENDOR TERMS _____	
DELIVER PREPAID VIA Best Way	
QUOTE DATE/REFERENCE _____ DOC CROSS REF R834500	
UR ID NUMBER _____	
For Central Office Use Only <input type="checkbox"/> EFT <input type="checkbox"/> Blank ZIP <input type="checkbox"/> Others	

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	SUB CODE	UNIT PRICE	EXTENSION
1	1	each	deposit for benefit concert for UH Athletics in the Stan Sheriff Center August 18th, 2012	3400	200,000.00	200,000.00

RECEIVED
 JUN 25 2012
 DISBURSING OFFICE

ACCOUNT NO MA-095608-2530	AMOUNT 200,000.00	ACCOUNTING	AMOUNT	TOTAL	200,000.00
				MA-A258234-00067 FY 2012	
EQUIP LOCATION: BLDG & ROOM		OR INCORPORATE W/DECAL OR P O NO		EQUIP OWNED BY	
				<input type="checkbox"/> FEDERAL <input type="checkbox"/> AGENCY <input checked="" type="checkbox"/> UH	

I CERTIFY THAT SUFFICIENT FUNDS ARE AVAILABLE IN THE ACCOUNTS SPECIFIED AND THAT THIS PAYMENT IS IN ACCORDANCE WITH APPLICABLE UNIVERSITY POLICIES AND PROCEDURES.

FISCAL OFFICER: *Tiffany Kuraoka* TIPPANY KURAOKA DATE: *6/21/12* FO CODE: 00067

FOR ASSISTANCE IN COMPLETING THIS FORM PLEASE REFER TO UNIVERSITY OF HAWAII ADMINISTRATIVE PROCEDURES MANUAL, VOLUME 118, BUSINESS AND FINANCE A8 801

Comments:



eFms Info purchasing | financial accounting | contracts & grants | deposits | fixed assets | eTravel | logout

<< SELECT OTHER TRANSACTIONS

<< RETURN TO MAIN OPTION

FINANCIAL ACCOUNTING APPLICATION OPTIONS - INQUIRE ON TRANSACTIONS

VIEW SELECTED TRANSACTIONS

Account: 095608 ALOHA STADIUM TICKETS-EXTERNAL
 CC: MA FO: 00067
 FY: 2012 Resp Person: WATANABE, WALTER

Transactions for the month of June, 2012

Sub Code	Trans Code	Ref 1	Document Date	Ref 2	Description	Expenditure Amount	Encumbrance Amount	P/F	Check No	Check Date	Offset Account	Offset Campus	System Date
2530	060		05/11/2012	JG63382	RBT APRIL 2012 SETTLEMENT	15.50	0.00				3310220830	SW	06/18/2012
2530	068	A257363	06/25/2012	2265370	HAWAII COMMUNITY FOUNDATION	397334.50	0.00	F			0956082100		06/25/2012
2530	030	0088472	06/25/2012	U067047		-218.00	0.00						06/25/2012
					6/25/12								
2530	030	0088486	06/25/2012	U067047		-270.00	0.00						06/25/2012
					6/25/12								
2530	030	0088486	06/25/2012	U067047		-405.00	0.00						06/25/2012
					6/25/12						210-000		
2530	030	0088499	06/25/2012	U067047		-1080.00	0.00				070-000		06/25/2012
					6/25/12						005-000		
2530	030	0088502	06/25/2012	U067047		-2149.00	0.00				1-030-000		06/25/2012
					6/25/12						2-149-000		
2530	030	0088503	06/25/2012	U067047		-2980.00	0.00				3-280-000		06/25/2012
					6/25/12						2-210-000		
2530	030	0088495	06/25/2012	U067047		-7615.00	0.00				0-210-000		06/25/2012
					6/25/12						2-210-000		
2530	030	0088608	06/25/2012	U067048		-8718.00	0.00				0-159-000		06/25/2012
					6/25/12						2-210-000		
2530	030	0088461	06/25/2012	U067048		-	0.00						06/25/2012
					6/25/12	94627.00							
2530	030	0088463	06/25/2012	U067113		-	0.00						06/25/2012
					6/25/12	85189.00							
***					End of Data	194099.00	0.00						

Top of Listing

- 02x = Budget transactions
- 03x = Cash Receipt transactions
- 04x = Cash Disbursement transactions

<https://www.hawaii.edu/fmis/acctTrans.do>

6/25/2012

25 June 2012

ESCROW TRUSTEE INFORMATION

Name:
Address:

Phone:

Email address:

Bank Name: Bank of America

Bank Address.: 390 N. Orange Ave, Orlando FL 32801

Bank Officer.:

Title: Vice President

Phone.: 407-418-6004

Fax 407-418-6016

Account Name.:
SWIFT CODE.:

Bank of America Swift codes are
BOFAUS3N FOR US DOLLARS and
BOFAUS6S FOR FOREIGN CURRENCY

ACCOUNT No.:
ABA No.:

INVOICE



BILL TO:

ATTN: University of Hawaii Athletics
Company
Address 1337 Lower Campus Road
City Honolulu State HI ZIP 96822
Phone

Invoice Date 06/25/12
Invoice #

Quantity	Description	Total
	Deposit for Benefit Concert for UH Athletics in the Stan Sheriff Center, August 18th, 2012.	200,000.00

DATE 06/25/12
Invoice Received
DATE 06/25/12
Goods/Svcs Received
VOUCHER NO. 2266083

ENTERED
JUN 2012
DISBURSING
ATK

Subtotal 200,000.00
Tax
TOTAL 200,000.00

Re: Benefit Concert

Howard Todo [htodo@hawaii.edu]

Sent: Monday, June 25, 2012 2:14 PM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]

Cc: Paul Kobayashi [pyk@hawaii.edu]; Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; Darolyn H. Lendio

Attachments: htodo.vcf (397 B)

Ryan, what are the required statutory disclosures, and who is handling those?

Howard

On 6/25/2012 2:08 PM, Paul Kobayashi wrote:

Aloha Ryan,

Thank you for the notification. We are working Carl and Tiffany towards making the initial deposit and payment.

Please call me if you have any additional comments or questions.

Mahalo,

Paul Kobayashi

University of Hawaii

Director - Financial Management and Controller

Office: 956-7161

Direct: 956-5445

Fax: 956-9497

From: Ryan Akamine [mailto:Ryan.Akamine@hawaii.edu]

Sent: Monday, June 25, 2012 1:47 PM

To: Howard Todo (mailto:htodo@hawaii.edu); Paul Kobayashi

Cc: Jim Donovan; Carl Clapp (cclapp@hawaii.edu); Darolyn H. Lendio

Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine

Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
agc@kananihonui.edu

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Wire Detail Report

https://1402781.webcashmgmt.com/wcmpr/rptgenviewform.jsp?SSU..

Bank of Hawaii State of Hawaii & American Samoa
Customer Name: UNIVERSITY OF HAWAII-TREASURY OF

Report Date: 06/26/2012
Report Time: 11:10:07 AM

Wire Detail Report

User: ALANK

Single Wire Transactions

Application: Non Repetitive Fed
 Value Date: 06/26/2012
 Created By: ALANK
 Modified By: KARYN
 Currency: USD
 Wire #: 180118
 Line ID:
 Status: PROCESSED
 Host Ref. No.: 20121780087800
 Payment Network Ref. No.: 20120626L187881C000228
 Reason Text:
 Amount: \$200,000.00
 ABA:
 Debit Account #:
 Receiving Bank ID:
 Receiving Bank Name: BANK OF AMERICA, N.A., NY
 Receiving Bank Address: NEW YORK NY
 Beneficiary Bank ID:
 Beneficiary Bank Name:
 Beneficiary Bank Address:
 Beneficiary Account #:
 Beneficiary Name:
 Beneficiary Address:
 Reference for Beneficiary: Inv # A258234A
 OBt: Univ of Hawaii Athletic Dept
 Deposit for Benefit
 Concert for UH Athletics August 18,
 2012.

Wire Trace #

BSI:

Requesting Party Account#:
Requesting Party Name:
Requesting Party Address

Total Amount Single Wire: \$200,000.00
Total Count Single Wire: 1

Grand Total Amount: \$200,000.00
Grand Total Count: 1

Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Carl Clapp [mailto:cclapp@hawaii.edu]
Sent: Monday, June 25, 2012 8:54 AM
To: Paul Kobayashi
Cc: Tiffany Kuraoka; Michele Inouchi; Richard Sheriff; Walter Watanabe
Subject: Re: Payment to for Benefit Concert

Paul,

Good morning!

We have reached the point where the transfer/check is needed today. Tiffany is working with our Ticket Office to identify the account that the money is deposited into. How can all of us work together to accomplish this? This is an extraordinary opportunity for the Athletics Department to make a significant amount of money. I anticipate, if this opportunity is successful, that the Athletics Department will maximize the use of Stan Sheriff Center by occasionally allowing outside groups to use the facilities when it "benefits" UHM.

Thank you for your follow up with this and all of us are available to assist you.

Carl

On Fri, Jun 22, 2012 at 11:57 AM, Carl Clapp <cclapp@hawaii.edu> wrote:

Paul,

How can Tiffany and I assist you so that we can have this wire transfer/check ready to go in a timely manner?

We are facilitating the promoter with this concert that will benefit UHM Athletics and we have the opportunity to receive a significant amount of money.

Mahalo for your timely response.

Carl

----- Forwarded message -----

From: **Richard Sheriff** <rsheriff@hawaii.edu>

Date: Fri, Jun 22, 2012 at 10:47 AM

Subject: Payment to _____ for _____ Benefit Concert

To: Carl Clapp <cclapp@hawaii.edu>

Cc: Tiffany K Kuraoka <tkuraoka@hawaii.edu>, Michele Inouchi <mkaminag@hawaii.edu>, Teri Chang <teric@hawaii.edu>, John McNamara <johnpm@hawaii.edu>, "Baldemor, Vince" <vince@koaanuenuue.org>, Walter Watanabe <wtwatana@hawaii.edu>

Carl

Accroding to the numbers we reserved \$108,932 worth of tickets as of this morning. I feel very confident that with the launch of reservations to season ticket holders and booster Club Members starting tomorrow that we will be close to our \$200,000 mark by Monday or Tuesday!

I want to make sure we have everthing in place to either wire transfer or have a check cut to overnight mail to the

Please let me know if you need anything else from me to make this payment happen in a timely manner.

\Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

--

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director

Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

--
Carl R. Clapp
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www.hawaiiathleticsohana.com

June 25, 2012

MEMORANDUM FOR RECORD

SUBJECT: Wire Transfer to

On June 25, 2012, I received a wire transfer document delivered by UHM Athletics concerning a wire transfer payment of \$200,000.00 to a company for a benefit concert. I was concerned that this was a prepayment of a large amount money. I tried to contact Tiffany Kuraoka, UHM Athletics fiscal officer but she did not answer my call.

First, the account code was a GL account with a different budget code that what was listed in the Authorization for Payment document. Second, it was not the UHM Athletics revolving account they would normally use and why were they using a GL account belonging to Aloha Stadium? According to the documentation provided in the wire transfer, there was a screen print from eFMIS of the some sort of deposits to the GL account.

An email message was sent at 4:17 PM, 06/25/12 to Tiffany concerning my questions above. I also contacted Karless Hisashima, OPRPM, if UHM Athletics had the authority of request payment of that amount without Duff Zwald's signature. Karlee replied that UHM has some authority to enter into contracts without OPRPM approval based on their revolving accounts. She was not aware of a contract to request for payment of a concert.

Michele from UHM Athletics did call back late that afternoon and responded that the GL account was used for the pre-ticket sales deposits for the concert. I asked her why did they did not transfer the funds to their revolving accounts and pay from there. The response was that payment was needed to pay the vendor as soon as possible. I assumed a contract was in place to lock in the concert. Since funding via deposits reflected an amount greater than \$200,000.00, I would released the wire transfer the next day.

Alan Kerwin
A/p Supervisor

*** August 18 * Stan Sheriff Center**

Garlach, Stacia [Stacia.Garlach@uhfoundation.org]

Sent: Tuesday, June 26, 2012 1:11 PM

To: uhletwin@gmail.com

Attachments: concert seating price levels.pdf (272 KB) ; ~1.pjpeg (51 KB) ; ~1.pdf (16 KB) ; 80CFB50B-3757-4D02-9BE7-

Aloha! Please see message below from AKA President Vince Baldemor.

Thank you,
Stacia

uhletwin@gmail.com
http://www.uhfoundation.org
http://www.uhathletics.com

June 26, 2012

Dear Letterwinners Club Members,

University of Hawai'i Athletics is thrilled to announce that the legendary _____ will be performing at the Stan Sheriff Center on Saturday, August 18, 2012, in a special fundraising concert that will benefit the UH Athletics Department. This rare concert in Hawai'i is produced in association with _____

As a valued booster club member and supporter, we are pleased to offer you the opportunity to secure the best seats available for this concert in advance of ticket sales to the general public. Please send this form to your memberships and encourage them to purchase their tickets as soon as possible. Demand is high and this concert is expected to sell out.

Tickets are priced at \$125, \$99, \$85 and \$70 **plus a \$10 handling fee per ticket** (see arena schematic attached). The stage will be set in a mode offering visibility of the performance for all seats. Orders must be received at the AKA office by **this Thursday, June 28**, to ensure priority seating. Ticket sales to all UH season ticket holders began on Saturday, June 23, but AKA has an allotment of seats for booster club members. MasterCard or Visa credit card payments accepted; no checks. Tickets will be mailed to you.

Please complete the order form attached to this e-mail and fax it to the AKA office at 956-4598 or e-mail Carol@KoaAvenue.org to place your order. The deadline for the tickets on the order form has been extended to Thursday, June 28. Contact the AKA office at 956-6500 should you have any questions or need assistance.

A sincere mahalo for all you do for our programs and we look forward to seeing you on August 18 to welcome _____ to Hawai'i!

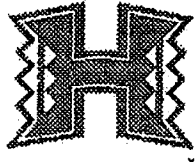
Vince Baldemor
President

ATTACHMENT 122

Ahahui Koa Anuenue
University of Hawai'i at Manoa Athletics
1337 Lower Campus Road
Honolulu, HI 96822

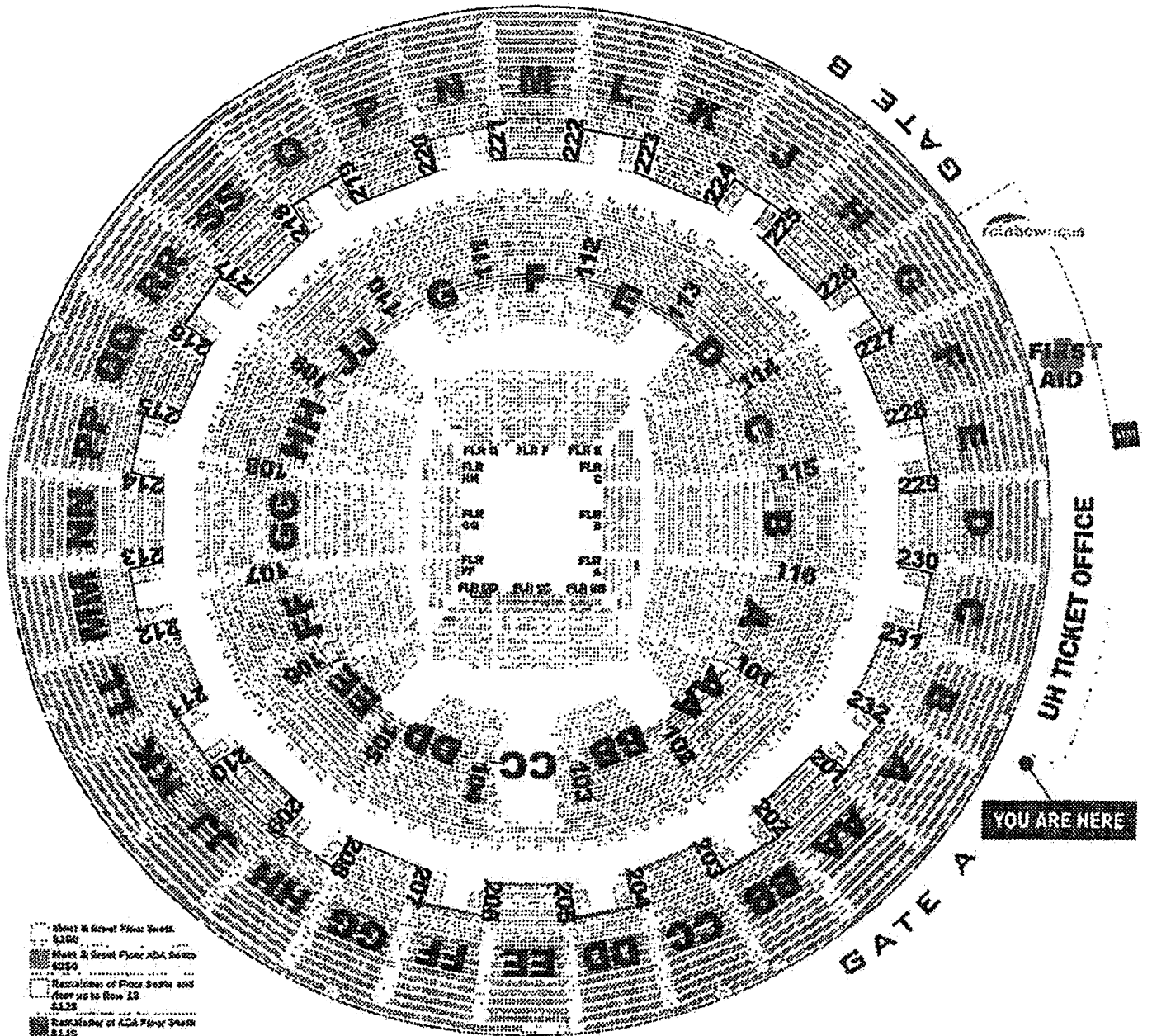
808-956-4319 direct line
808-956-4598 fax

Please give online at www.KoaAnuenue.org



STAN SHERIFF CENTER

UNIVERSITY OF HAWAII



- Mezz & Street Floor Seats \$180
- Mezz & Street Floor ADA Seats \$250
- Remainder of Floor Seats and floor 10 to Row 12 \$125
- Remainder of ADA Floor Seats \$110
- Upper Level Rows 19 to Upper Level Row 7 \$85
- Upper Level Rows 8-24 \$85
- Lower Level Rows 15-17 \$70

SECURITY ENTRANCE

YOU ARE HERE



CONCERT

Stan Sheriff Center Arena

August 18, 2012

Booster Club Member Ticket Order Form

Name _____ Day phone _____
Address _____ City/zip _____
Email _____

Limit of 8 tickets, prices include \$10 handling fee per ticket

Floor seats (limited seating available)	__XX__ tickets @ \$260 = \$ SOLD OUT
Remainder of floor seats & Riser to Row 13	___ tickets @ \$135 = \$ _____
Lower Level Row 14 to Upper Level Row 7	___ tickets @ \$109 = \$ _____
Upper Level Row 8-14	___ tickets @ \$95 = \$ _____
Upper Level Row 15-17	___ tickets @ \$80 = \$ _____
	TOTAL DUE \$ _____

CREDIT CARD PAYMENTS ONLY

Visa ___ MasterCard Acct. # _____ - _____ - _____ Exp date ___/___

Authorized signature _____ Date _____

Name on credit card _____

DEADLINE: ORDERS MUST BE RECEIVED BY MONDAY, JUNE 25, 2012

Return form to:

Caro@KoaAnuenue.org, fax to (808) 956-4598 or visit

Ahahul Koa Anuenue Office, Room 307

Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Tuesday, June 26, 2012 3:10 PM

To: Jim Donovan (jdonovan@hawaii.edu)

Cc: Vince Baldemor (vince@koaanuenue.org); Carl Clapp (cdapp@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu);
Debbie Kutara [dkutara@hawaii.edu]; Darolyn H. Lendio

Attachments: Agreement for Use of Non-P~1.pdf (11 KB) ; § 467B - 5.5 (2012).pdf (70 KB)

Jim,

Attached please find a consent agreement for your execution. The need for such an agreement was brought to our attention by the University of Hawaii Foundation. I drafted the agreement to conform with the statutory provision, which I've also attached. Note that for purposes of promotion and marketing the names, logos and trademarks are limited to those associated with the University of Hawaii at Manoa campus and the athletic department. I've copied Debbie Kutara, our UH licensing person.

My understanding is that the executed agreement needs to be "filed" with the Attorney General's office by the "commercial co-venturer", which is I'm trying to get clarification on the "filing" process. If you already know the process, please let me know your understanding.

If the agreement is acceptable, please execute it and send it to me. It can be executed in counterparts, so separately executed agreements will be fine. Please be aware that the agreement will be a public document. If you have any questions, please feel free to contact me.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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**CONSENT AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AND**

This Consent Agreement, dated June 26, 2012, by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and _____ is to establish that _____ has UNIVERSITY's consent to use UNIVERSITY's name(s), logo(s), and trademark(s) to promote the _____ Benefit Concert

W I T N E S S E T H

1. UNIVERSITY and _____ entered into an agreement on June 12, 2012 ("Event Agreement") for _____ use of the Stan Sheriff Center ("SSC") for the production of the _____ Benefit Concert (_____) on August 18, 2012, and possibly August 19, 2012. The _____ is a fund-raising benefit for UNIVERSITY's athletic department ("UHMAD").
2. _____, with UHMAD's assistance, will sell tickets to the _____ to donors of UHMAD and UNIVERSITY, and then to the general public. Ticket sales shall continue until they are sold-out.
3. UNIVERSITY grants _____ a non-exclusive, non-assignable, non-transferable license to use UNIVERSITY's and UHMAD's name, logo, and trademark on marketing or press materials for the sole purpose of identifying that the _____ is a fund-raising event for UHMAD. The names, logos and marks shall be used in the exact form, style and type prescribed by UNIVERSITY and shall remain the exclusive property of UNIVERSITY.
4. _____ agrees to not disparage, or make any derogatory, false or misleading statements concerning UNIVERSITY or of any of its regents, officers or employees.
5. UNIVERSITY and _____ have agreed to a rental fee for use of the SSC in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater. UNIVERSITY makes no representation as to the status of such payment for federal, state or local tax purposes with respect to _____, including qualification as tax deductible charitable contribution.

6. Pursuant to the Event Agreement, within a reasonable time after the conclusion of the _____, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

7. _____ will prepare a final accounting for the _____. Upon request, a copy of the final accounting shall be provided to the attorney general not more than twenty (20) days after the request is made. Upon request, a copy of the final accounting shall be provided to UNIVERSITY not more than twenty (20) days after the request is made. _____ shall keep the final accounting for a period of three years, unless _____ and UNIVERSITY mutually agree that the accounting should be kept by UNIVERSITY.

8. This Consent Agreement does not constitute a partnership, joint venture for profit or for any other purpose, or employer or principal/agent relationship between _____ and UNIVERSITY. This Consent Agreement also does not constitute a contract or agency agreement for _____ to solicit or consult on the solicitation of, or collect contributions from others on behalf of UNIVERSITY. Neither _____ nor UNIVERSITY has the right to obligate or bind the other in any manner whatsoever.

9. This Consent Agreement may be executed in two or more counterparts, each counterpart shall be considered an original, and all counterparts shall constitute one and the same document.

The parties have caused this Consent Agreement to be executed by their duly authorized officers below, on the date written above.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____

HRS § 467B-5.5

MICHIE'S HAWAII REVISED STATUTES ANNOTATED
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*** This document is current through 2012 Regular Session, Acts 1-100 ***

DIVISION 2. BUSINESS
TITLE 25 Professions And Occupations
CHAPTER 467B Solicitation of Funds from the Public

Go to the Hawaii Code Archive Directory

HRS § 467B-5.5 (2012)

§ 467B-5.5. Commercial co-venturer's charitable sales promotions.

(a) All charitable sales promotions by a commercial co-venturer shall disclose the name of the commercial co-venturer.

(b) Prior to the commencement of any charitable sales promotion in this state conducted by a commercial co-venturer using the name of a charitable organization, the commercial co-venturer shall obtain the written consent of the charitable organization whose name will be used during the charitable sales promotion. The commercial co-venturer shall file a copy of the written consent with the department not less than ten days prior to the commencement of the charitable sales promotion within this state. An authorized representative of the charitable organization and the commercial co-venturer shall sign the written consent, and the terms of the written consent shall include the following:

- (1) The goods or services to be offered to the public;
- (2) The geographic area where, and the starting and final date when, the offering is to be made;
- (3) The manner in which the name of the charitable organization is to be used, including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization;
- (4) A provision for a final accounting on a per unit basis to be given by the commercial co-venturer to the charitable organization and the date when it is to be made; and
- (5) The date when and the manner in which the benefit is to be conferred on the charitable organization.

(c) A final accounting for each charitable sales promotion shall be prepared by the commercial co-venturer following the completion of the promotion. A copy of the final accounting shall be provided to the attorney general not more than twenty days after the copy is requested by the attorney general. A copy of the final accounting shall be provided to the charitable organization not more than twenty days after the copy is requested by the charitable organization. The final accounting shall be kept by the

commercial co-venturer for a period of three years, unless the commercial co-venturer and the charitable organization mutually agree that the accounting should be kept by the charitable organization instead of the commercial co-venturer.

HISTORY: L 1993, c 206, pt of § 1; am L 2004, c 93, § 6; am L 2008, c 174, § 5, effective July 1, 2008.

NOTES: Editor's note.

2008 Haw. Sess. Laws, Act 174, §§ 1 and 13, provide:

"SECTION 1. Hawaii has more than 5,000 charities and nonprofit organizations that employ 41,000 individuals who provide needed services to Hawaii residents. Hawaii charities have revenues over \$ 2,000,000,000 and pay over \$ 1,000,000,000 in wages. According to a study conducted in 2002, local residents made \$ 430,000,000 worth of cash and in-kind donations in one year to Hawaii and national charities.

"However, Hawaii is one of only 11 states that do not require charities to register with a state agency. Nonprofit experts have noted that Hawaii's oversight of charities is one of the weakest in the nation. According to a 2004 survey, Hawaii was ranked last in the number of state positions budgeted for charity oversight and enforcement. New York had 55 budgeted positions, Pennsylvania had 30 positions, and Oregon had nearly 20 positions. Hawaii has a single deputy attorney general who serves on a part-time basis to oversee charities in the state.

"Due to the absence of a registration system, the department of the attorney general may only pursue an investigation if an individual complains or questionable conduct is revealed and disclosed to the public. Recent news articles reported a pre-school with an enrollment of three hundred students had \$ 2,000,000 in annual revenues, paid a top executive \$ 250,000 annually, made an illegal \$ 100,000 loan to another officer whose spouse is another executive, and paid \$ 1,200 per month for two leased luxury cars for its husband and wife management team. New reports have revealed other instances of improper and illegal conduct by charities and leaders.

"The legislature finds that a registration system is needed for charities. A registration system will provide the State with valuable information on which nonprofit groups are raising funds, what programs these groups seek to fund, and how these groups are spending collected funds. Registration can help enforcement officials spot red flags, such as questionable transactions or compensation deals, and answer questions from the public. The review of annual filings may also serve as a deterrent to abuse. Before making a contribution, donors could find out if an organization is a legitimate charity and determine if the group has provided the State with information on its finances.

"The purpose of this Act is to:

"(1) Require charitable trusts and nonprofits to register and file annual financial reports with the attorney general;

"(2) Provide standards for registration of professional fund raising counsel and professional solicitors, and registration of charitable trusts and nonprofits;

"(3) Authorize the attorney general to conduct investigation on possible violations;

"(4) Prohibit contracting with unregistered solicitors;

"(5) Require submission of a filing fee based on total revenue of organization; and

"(6) Appropriate funds to staff additional positions."

"SECTION 13. "This Act shall take effect on January 1, 2009; provided that:

(1) Sections 5 through 9 of this Act shall take effect on July 1, 2008; and

"(2) Any charitable organization required to register under this Act shall file the annual financial report with the attorney general as provided in section 467B-6.5(a), Hawaii Revised Statutes, no later than eight months following the close of its 2008 taxable year, together with the fees prescribed by section 467B-6.5(d), Hawaii Revised Statutes."

The 2004 amendment, effective July 1, 2005, substituted "attorney general" for "director" in subsection (c).

The 2008 amendment, in the introductory language of (b), added the second and third sentences; added (b)(1) through (b)(5); and made a stylistic change.

LexisNexis 50 State Surveys, Legislation & Regulations

Charitable Fundraising

HIERARCHY NOTES:

Div. 2, Tit. 25 Note

Div. 2, Tit. 25, Ch. 467B Note

Source: Hawaii > Find Statutes, Regulations, Administrative Materials & Court Rules > HI - Hawaii Revised Statutes Annotated i

View: Full

Date/Time: Tuesday, June 26, 2012 - 9:03 PM EDT

In
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Fwd: Benefit Concert

Jim Donovan [jdonovan@hawaii.edu]

Sent: Wednesday, June 27, 2012 11:18 PM

To: Carl Clapp [cclapp@hawaii.edu]

Attachments: 2012 Agreement for Use of ~1.pdf (70 KB) ; Untitled attachment 00933.htm (204 B) ; Agreement for Use of Non-P~1.pdf (11 KB) ; Untitled attachment 00936.htm (156 B)

Carl:

Can you review & sign on my behalf if you are okay with the language.

That said, Ryan drafted the language I believe, so this language meets UGC approval.

Thanks.

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

Begin forwarded message:

From: Ryan Akamine <ryan.akamine@hawaii.edu>
Date: June 27, 2012 7:34:38 PM PDT
To: 'Howard Todo' <htodo@hawaii.edu>
Cc: 'Paul Kobayashi' <pkobay@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, "Rich Sheriff (aka rich)" <rsheff@hawaii.edu>, "Darolyn H. Lendio" <dhlendio@hawaii.edu>
Subject: RE:

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax

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From: Ryan Akamine
Sent: Monday, June 25, 2012 2:29 PM
To: Howard Todo
Cc: Paul Kobayashi; 'Jim Donovan'; 'Carl Clapp'; Darolyn H. Lendlo
Subject: RE: Benefit Concert

Howard,

The first, I believe, relates to your annual filing for UH. If you need a copy of the SSC use agreement, let me know. You can get the resulting financials for the concert from Tiff. The second disclosure is a form that was brought to our attention by the UHF. It needs to be signed by the promoter and UH:

§ 467B-5.5. Commercial co-venturer's charitable sales promotions.

(a) All charitable sales promotions by a commercial co-venturer shall disclose the name of the commercial co-venturer.

(b) Prior to the commencement of any charitable sales promotion in this state conducted by a commercial co-venturer using the name of a charitable organization, the commercial co-venturer shall obtain the written consent of the charitable organization whose name will be used during the charitable sales promotion. The commercial co-venturer shall file a copy of the written consent with the department not less than ten days prior to the commencement of the charitable sales promotion within this state. An authorized representative of the charitable organization and the commercial co-venturer shall sign the written consent, and the terms of the written consent shall include the following:

- (1) The goods or services to be offered to the public;*
- (2) The geographic area where, and the starting and final date when, the offering is to be made;*
- (3) The manner in which the name of the charitable organization is to be used, including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization;*
- (4) A provision for a final accounting on a per unit basis to be given by the commercial co-venturer to the charitable organization and the date when it is to be made; and*

(5) *The date when and the manner in which the benefit is to be conferred on the charitable organization.*

(c) *A final accounting for each charitable sales promotion shall be prepared by the commercial co-venturer following the completion of the promotion. A copy of the final accounting shall be provided to the attorney general not more than twenty days after the copy is requested by the attorney general. A copy of the final accounting shall be provided to the charitable organization not more than twenty days after the copy is requested by the charitable organization. The final accounting shall be kept by the commercial co-venturer for a period of three years, unless the commercial co-venturer and the charitable organization mutually agree that the accounting should be kept by the charitable organization instead of the commercial co-venturer.*

HISTORY: *L. 1991, c. 206, pt of § 1; am L. 2008, c. 22, § 6; am L. 2009, c. 174, § 5, effective July 1, 2008.*

That's all I know of right now.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Howard Todo [mailto:htodo@hawaii.edu]
Sent: Monday, June 25, 2012 2:14 PM
To: Ryan Akamine
Cc: Paul Kobayashi; 'Jim Donovan'; 'Carl Clapp'; Darolyn H. Lendio
Subject: Re: Benefit Concert

Ryan, what are the required statutory disclosures, and who is handling those?

Howard

On 6/25/2012 2:08 PM, Paul Kobayashi wrote:

Aloha Ryan,
Thank you for the notification. We are working Carl and Tiffany towards making the initial deposit and payment.

Please call me if you have any additional comments or questions.
Mahalo,

Paul Kobayashi

University of Hawaii
Director - Financial Management and Controller
Office: 956-7161
Direct: 956-5445
Fax: 956-9497

From: Ryan Akamine [mailto:ryan.akamine@hawaii.edu]
Sent: Monday, June 25, 2012 1:47 PM
To: Howard Todo (hudo@hawaii.edu); Paul Kobayashi
Cc: Jim Donovan; Carl Clapp (clapca@hawaii.edu); Darolyn H. Lendio
Subject: Benefit Concert

Howard and Paul,

We are working through a number of issues with this benefit concert, but I just wanted to touch bases with you because my understanding is that we have a short deadline to make the initial payment to the talent. You can contact Carl Clapp and Tiff Kuraoka for any information you need so we can make to payment. I also understand that some statutory disclosures need to be made to the Attorney General's Office, which could include financial disclosures. Let me know if you have questions.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AT MANOA AND
FOR THE USE OF STAN SHERIFF CENTER

This Agreement, dated June 12, 2012, is by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and _____ for the use of the Stan Sheriff Center to hold the _____ Benefit Concert pursuant to the terms and conditions herein.

The UNIVERSITY specifically and expressly acknowledges and thanks _____ for its intent and agreement to promote the Benefit Concert as a fund-raising benefit for the UNIVERSITY's athletic department.

W I T N E S S E T H

1. Description of Premises. UNIVERSITY, for and in consideration of the covenants and agreements to be performed by _____ as contained in this Agreement, hereby authorizes the use of the specific floor and ground areas within the walls of Stan Sheriff Center ("SSC") by _____ for the purpose of the _____ Benefit Concert ("Event") on the dates and periods hereinafter set forth, with the right of ingress and egress to the following areas:

- Arena Floor
- Visitor 1,2 and 3 Locker Rooms
- Press Room
- Green Room
- Officials Room
- Ed Wong Hospitality Suite
- East Hospitality Area
- West (or Ewa) Hospitality Area
- Diamond Head (or South) Hospitality Area

shall not have access to the following designated areas:

- Manager's and staff offices

- Training room
- Weight room
- Laundry room
- Equipment room
- Players' lounge
- Unassigned storage areas
- Concession areas and kitchen of SSC
- Ticket and sports information offices
- Mechanical, electrical and storage rooms
- Areas under construction

Upon request, however, access to the prohibited areas above and other UNIVERSITY premises may be allowed with UNIVERSITY's prior written approval. During the dates and periods of use, authorized representatives of UNIVERSITY shall have access and unrestricted right of ingress, egress and access to any part of SSC, including areas authorized to be used by , for the purpose of performing their duties and otherwise attending to the UNIVERSITY's business or to its interests, but UNIVERSITY shall not unreasonably interfere with | use.

Should any construction or remodeling be performed at SSC during the time of the Event, UNIVERSITY will notify of the areas to be affected. UNIVERSITY represents and warrants that any such construction and remodeling shall not interfere with use of the SSC.

shall have the right to cover any existing signage in the SSC in a manner that will leave no marks, holes or other damage to the structure or existing signage upon removal. This right shall not apply to emergency exit signage or other signage required by law or regulation.

2. Use by . agrees and warrants that the SSC shall only be used for the Event and for no other purpose, and that said Event will be held as specified herein. understands that the SSC is a facility of the UNIVERSITY, and used for educational, recreational, research, and other related programs of the UNIVERSITY. The following applies to use of the SSC:

A. Personnel, equipment, or materials shall not be moved onto UNIVERSITY's property until approval is granted by UNIVERSITY. UNIVERSITY reserves the right to inspect all equipment and material and shall have the authority to bar the use of any equipment and material it deems to be inappropriate or detrimental to the SSC.

B. All personnel, equipment and materials brought onto UNIVERSITY and/or SSC premises by _____, its contractors, or agents shall be removed from UNIVERSITY property as soon after the Event as possible, and no later than within 48 hours after the end of the Event.

C. If personnel, equipment and materials are not removed within 48 hours after the end of the Event, UNIVERSITY shall have the right to remove and dispose of same at _____ expense. _____, furthermore, shall defend and indemnify UNIVERSITY from any claim for damages or loss incurred in connection with said removal or disposition. _____ agrees that UNIVERSITY shall not be responsible or liable for the loss of any equipment or material, including personal property, left at the SSC by _____, its contractors, or agents.

UNIVERSITY will identify public parking areas that can be used by attendees of the Event, and provide _____ with parking passes for lower campus use by its personnel for the Event. _____ agrees to park only in the areas designated. If necessary, UNIVERSITY will also identify and provide parking areas for loading, unloading and staging of buses in the immediate proximity of the SSC.

3. Dates and Periods of Use. _____ use of the SSC for its Event shall be on Thursday, August 16, 2012, Friday, August 17, 2012 and Saturday, August 18, 2012, during the times specified below. At the present time, the Event is anticipated to take place on the night of Saturday, August 18, 2012. Additional concert dates may be added on Friday, August 17, 2012 and/or Sunday, August 19, 2012. Additional dates shall be memorialized by a separate agreement between the Parties.

_____ shall submit a detailed schedule of its planned use of the SSC to UNIVERSITY for its approval no later than August 1, 2012. _____ shall have

access to the designated areas outlined in Section 1 of this Agreement beginning at 7:00 a.m. on the Wednesday before the Event through and including 10:30 a.m. on the Sunday following the Event.

The hours of the actual Event in the SSC shall take place between the hours of 8:00 a.m. to 10:30 p.m., unless otherwise agreed to in writing by UNIVERSITY. will be allowed access to the SSC from 7:00 a.m. during the periods of use.

4. Event Fee / Fundraising Revenue. The Event is a fund-raising benefit for the UNIVERSITY's athletic department. As such, UNIVERSITY and agree to a rent fee in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater.

5. Assistance by UNIVERSITY. The UNIVERSITY will assist promotion of the fund-raising Event in the following manner:

A. Pre-Sale Tickets shall be made available for purchase by and through UNIVERSITY's athletics fundraising organization, Ahahui Koa Anuenue, on or about June 18, 2012.

B. Revenues from Pre-Sale Tickets in the amount of \$225,000.00 will be utilized by to reserve and secure the talents and services of the performer for the Event, prior to Event tickets being made available for purchase by the general public.

C. Revenues from all ticket sales may be utilized by to make additional payments to entertainers and service providers necessary for producing a successful fund-raising Event.

D. UNIVERSITY will use its best efforts to help promote the Event, and encourage ticket sales.

6. Reimbursable and Other Expenses. shall be responsible for any and all expenses to staff and operate the SSC in order to present a successful fund-raising Event, and return the SSC to its pre-Event status and condition. The expenses to include:

A. UNIVERSITY, with _____ input, will determine and furnish the staff necessary to operate the SSC for the Event, with UNIVERSITY to have the final say. The staffing shall include, but not be limited to, administrative, security, medical and operations staff, including ushers, usher supervisors, support, parking and janitorial personnel. _____ will only be billed actual hours worked by such staff.

B. UNIVERSITY will determine and furnish or rent any equipment it deems necessary for the Event upon consultation and agreement with _____, with UNIVERSITY to have the final say.

C. _____ : agrees to discuss the necessity of all other expenses with UNIVERSITY prior to incurring such expenses for the Event.

7. Settlement of Accounts. Within a reasonable time after the conclusion of the Event, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

8. Disclaimer. _____ : acknowledges and agrees that there are no express or implied warranties or representations made by UNIVERSITY with respect to the fitness of the SSC for the Event.

9. Excuse of Performance. The parties shall be excused from the performance of this Agreement, in whole or in part, only for the following causes:

A. When performance is prevented by operation of law.

B. When performance is prevented or materially affected by act of God, earthquake, hurricane, flood, fire, riot, wars, strikes or labor disputes, interruption of supply, law or regulation, governmental action or any other cause beyond the control of that party.

C. When performance is prevented or materially affected by an act of the public enemies of the State of Hawai'i, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the reasonable control of _____, or unavoidable casualty, or at any other time UNIVERSITY, in its sole discretion, determines that operation of the SSC would be dangerous to the public health or safety.

If performance is excused and the Event is canceled in accordance with the provisions of this section, _____ agrees to pay to UNIVERSITY any and all costs and expenses, if any, provided for in this Agreement which have been incurred up to the time performance is excused.

10. Insurance and Indemnity (_____). In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. _____ shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i for all attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. _____ during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must

be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of _____'s indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses:

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i.
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.
3. The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of _____ its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.

Additionally, although UNIVERSITY agrees to use its best efforts to assist _____ in producing a successful Event, _____ agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, _____ shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of _____ at the Event, for any reason whatsoever. _____ represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the

State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Sale Ticket sales commence.

11. Responsibility (UNIVERSITY). As an agency of the State of Hawai'i, UNIVERSITY is self-insured. UNIVERSITY shall be responsible for damages or injury caused by UNIVERSITY's agents, officers, and employees while acting within the course of their employment under this Agreement to the extent that UNIVERSITY's liability for such damage or injury has been determined by a court of competent jurisdiction or otherwise agreed to by UNIVERSITY, and UNIVERSITY shall pay for such damages and injury to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

12. Observance of Laws. shall observe all laws, ordinances, policies and procedures of the United States of America, the State of Hawai'i, the UNIVERSITY and the County of Honolulu. agrees that it will not discriminate against any individual or employee because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and status as a covered veteran, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by its attendees.

further agrees to be responsible for securing any license and permits that may be required.

13. Condition of Premises. agrees to accept the SSC in the condition as is at the entry time of the Event.

14. Patented and/or Copyrighted Materials. assumes all fees and/or costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event, and agrees to indemnify and save harmless the University of Hawai'i and the State of Hawai'i and their duly authorized representatives from all damages, costs, and expenses in law or equity, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by

in connection with the Event. warrants that it has secured all copyrights and similar permissions prior to use during the Event.

15. Alteration of Premises. No additions or alterations of any kind shall be made to or upon the SSC and the appurtenances herein authorized to be used, without the written consent of UNIVERSITY. The use of the SSC and its appurtenances by , its contractors or agents in any manner other than that authorized herein shall be at all times subject to the approval of UNIVERSITY.

16. Political Activity Not Permitted. It is understood and agreed by that no political activity or distribution of political materials shall be conducted or permitted on University property or in the SSC during the Event.

17. Rights Non-Assignable. This Agreement and the use herein granted to shall not be assigned.

18. Rules of University. It is expressly understood and agreed that all rules of the UNIVERSITY governing management, operation, and use of its facilities, and of the University of Hawai'i are incorporated herein by reference, and this Agreement is subject to the provisions of those rules whether or not expressly mentioned in this Agreement. These rules can be found and accessed at <http://www.Hawai'i.edu/apis/>.

19. Concessions and Merchandising.

A. All food and beverage concessions and catering services shall be operated by UNIVERSITY's food and beverage provider (hereafter referred to as "University's Caterer") under contract with the UNIVERSITY on the date of the Event. , its contractors, and agents shall contract with University's Caterer for all such services relating to the use of the SSC. All rebates, if any, received from University's Caterer from these concessions shall be the sole property of the UNIVERSITY, and , for itself and on behalf of its contractors and agents, expressly waives any and all claims to any such rebates. Any exceptions to the above must be approved by University's Caterer and UNIVERSITY.

B. Neither _____, its contractors or agents shall sell any merchandise on the premises of the SSC or of the UNIVERSITY, unless specifically agreed to in writing by the UNIVERSITY.

20. Furnished Equipment. The use of UNIVERSITY equipment by or its contractors or agents is prohibited without written authorization from UNIVERSITY.

21. Damage to Premises. _____ agrees not to commit, permit or allow any injury or damage to any part of the SSC and its appurtenances or to any part of the University of Hawai'i at Manoa's campus. If _____ breaches this condition, UNIVERSITY is expressly authorized by _____ to restore the premises or other appurtenances, and to make such repairs as may be necessitated by any such injury or damage, and _____ agrees to pay to UNIVERSITY within ten (10) days after the receipt of a statement of the cost of such repairs, the amount shown on the statement. Inasmuch as UNIVERSITY is not insured against damages to the SSC, it is expressly understood and agreed that _____ shall, at its sole expense, repair all damages to UNIVERSITY premises caused by attendees, patrons, delegates, invitees, and other persons associated with the Event at the SSC, whether or not such damage was occasioned by or through the negligence of _____. Repairs by _____ shall be made to the satisfaction and approval of UNIVERSITY and such approval shall not be unreasonably withheld.

22. Approvals. All approvals required under this Agreement, whether written or verbal, shall be obtained by _____ from UNIVERSITY's Athletic Director or designee. No other approvals shall be valid.

23. Contractors and Agents. _____ agrees that its contractors and agents shall abide by all terms and conditions of this Agreement with respect to their activities at the SSC. _____ recognizes that it shall be responsible for all activities of its contractors and agents on UNIVERSITY premises and shall be liable for all claims, demands, damages, and losses arising from the acts and/or omissions of its contractors and agents.

29. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all proposals and/or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement may be supplemented and/or amended, but only if agreed to in a writing signed by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date above written.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

**CONSENT AGREEMENT BETWEEN
UNIVERSITY OF HAWAII AND**

This Consent Agreement, dated June 26, 2012, by and between the UNIVERSITY OF HAWAII AT MANOA ("UNIVERSITY") and _____ INC. ("_____") is to establish that _____ has UNIVERSITY's consent to use UNIVERSITY's name(s), logo(s), and trademark(s) to promote the _____ Benefit Concert (_____).

W I T N E S S E T H

1. UNIVERSITY and _____ entered into an agreement on June 12, 2012 ("Event Agreement") for _____ use of the Stan Sheriff Center ("SSC") for the production of the _____ Benefit Concert (_____) on August 18, 2012, and possibly August 19, 2012. The _____ is a fund-raising benefit for UNIVERSITY's athletic department ("UHMAD").
2. _____, with UHMAD's assistance, will sell tickets to the _____ to donors of UHMAD and UNIVERSITY, and then to the general public. Ticket sales shall continue until they are sold-out.
3. UNIVERSITY grants _____ a non-exclusive, non-assignable, non-transferable license to use UNIVERSITY's and UHMAD's name, logo, and trademark on marketing or press materials for the sole purpose of identifying that the _____ is a fund-raising event for UHMAD. The names, logos and marks shall be used in the exact form, style and type prescribed by UNIVERSITY and shall remain the exclusive property of UNIVERSITY.
4. _____ agrees to not disparage, or make any derogatory, false or misleading statements concerning UNIVERSITY or of any of its regents, officers or employees.
5. UNIVERSITY and _____ have agreed to a rental fee for use of the SSC in the amount of 10% of the gross revenues from ticket sales or 75% of the net revenue after expenses, whichever is greater. UNIVERSITY makes no representation as to the status of such payment for federal, state or local tax purposes with respect to _____, including qualification as tax deductible charitable contribution.

6. Pursuant to the Event Agreement, within a reasonable time after the conclusion of the _____, UNIVERSITY shall provide _____ with a statement certifying the total amount of all reimbursable expenses and any other fees and charges payable by _____. Within ten (10) days of receipt of said statement, _____ shall make its payment for expenses and fees to the UNIVERSITY and its payment of the rent fee.

7. _____ will prepare a final accounting for the _____. Upon request, a copy of the final accounting shall be provided to the attorney general not more than twenty (20) days after the request is made. Upon request, a copy of the final accounting shall be provided to UNIVERSITY not more than twenty (20) days after the request is made. _____ shall keep the final accounting for a period of three years, unless _____ and UNIVERSITY mutually agree that the accounting should be kept by UNIVERSITY.

8. This Consent Agreement does not constitute a partnership, joint venture for profit or for any other purpose, or employer or principal/agent relationship between _____ and UNIVERSITY. This Consent Agreement also does not constitute a contract or agency agreement for _____ to solicit or consult on the solicitation of, or collect contributions from others on behalf of UNIVERSITY. Neither _____ nor UNIVERSITY has the right to obligate or bind the other in any manner whatsoever.

9. This Consent Agreement may be executed in two or more counterparts, each counterpart shall be considered an original, and all counterparts shall constitute one and the same document.

The parties have caused this Consent Agreement to be executed by their duly authorized officers below, on the date written above.

University of Hawai'i at Manoa

By: _____
James J. Donovan III
Director of Athletics

By: _____
President

A few items that need immediate attention!

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Wednesday, June 27, 2012 5:50 PM

To:

Cc:

Attachments: Agreement for Use of Non-P~1.pdf (11 KB)

The form that the UH Legal Counsel sent is a consent agreement. Please sign it and return to UH with my attention ASAP. Legal counsel is also asking for copies of your insurance that is required in our executed contract. Please forward those documents ASAP.

Thanks,

Rich

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Thursday, June 28, 2012 4:32 PM

To: ; Jim Donovan (jdonovan@hawaii.edu)

Cc: Vince Baldemor (vince@koaanuenuue.org); Carl Clapp (ccclapp@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu); Debbie Kutara (dkutara@hawaii.edu); Darolyn H. Lendio

and Jim,

The AG's office has a simple form that we can use. I'll send a filled out form for your signatures.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax

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From: Ryan Akamine

Sent: Tuesday, June 26, 2012 3:11 PM

To: ; Jim Donovan (jdonovan@hawaii.edu)

Cc: Vince Baldemor (vince@koaanuenuue.org); Carl Clapp (ccclapp@hawaii.edu); 'Rich Sheriff (rsheriff@hawaii.edu)'; Debbie Kutara; Darolyn Lendio (lendio@hawaii.edu)

Subject: Benefit Concert

and Jim,

Attached please find a consent agreement for your execution. The need for such an agreement was brought to our attention by the University of Hawaii Foundation. I drafted the agreement to conform with the statutory provision, which I've also attached. Note that for purposes of promotion and marketing the names, logos and trademarks are limited to those associated with the University of Hawaii at Manoa campus and the athletic department. I've copied Debbie Kutara, our UH licensing person.

My understanding is that the executed agreement needs to be "filed" with the Attorney General's office by the "commercial co-venturer", which is I'm trying to get clarification on the "filing" process. If you already know the process, please let me know your understanding.

If the agreement is acceptable, please execute it and send it to me. It can be executed in counterparts, so separately executed agreements will be fine. Please be aware that the agreement will be a public document. If you have any questions, please feel free to contact me.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, June 29, 2012 9:02 AM

To: ; Jim Donovan (jdonovan@hawaii.edu)

Cc: Vince Baldemor (vince@koaanuenuue.org); Carl Clapp (ccclapp@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu);
Debbie Kutara [dkutara@hawaii.edu]; Darolyn H. Lendlo

Attachments: 2012.06.30 AG Consent Form~1.pdf (62 KB)

and Jim,

Attached is the AG consent form. Please arrange for execution and facsimile to the AG office address on the second page.

I am copying Rich for follow-up, and reminder to send me copies of the executed agreement and insurance information, and also send me a copy of the executed consent form.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax

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From: Ryan Akamine

Sent: Thursday, June 28, 2012 4:33 PM

To: ; Jim Donovan (jdonovan@hawaii.edu)

Cc: Vince Baldemor (vince@koaanuenuue.org); Carl Clapp (ccclapp@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu); Debbie Kutara; Darolyn H. Lendlo

Subject: RE: Benefit Concert

and Jim,

The AG's office has a simple form that we can use I'll send a filled out form for your signatures.

Thanks,
Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Ryan Akamine
Sent: Tuesday, June 26, 2012 3:11 PM
To: ; Jim Donovan (jdonovan@hawaii.edu)
Cc: Vince Baldemor (vince@koaanuenue.org); Carl Clapp (cclapp@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu); Debbie Kutara; Darolyn Lendlo (lendlo@hawaii.edu)
Subject: Benefit Concert

and Jim,

Attached please find a consent agreement for your execution. The need for such an agreement was brought to our attention by the University of Hawaii Foundation. I drafted the agreement to conform with the statutory provision, which I've also attached. Note that for purposes of promotion and marketing the names, logos and trademarks are limited to those associated with the University of Hawaii at Manoa campus and the athletic department. I've copied Debbie Kutara, our UH licensing person.

My understanding is that the executed agreement needs to be "filed" with the Attorney General's office by the "commercial co-venturer", which is I'm trying to get clarification on the "filing" process. If you already know the process, please let me know your understanding.

If the agreement is acceptable, please execute it and send it to me. It can be executed in counterparts, so separately executed agreements will be fine. Please be aware that the agreement will be a public document. If you have any questions, please feel free to contact me.

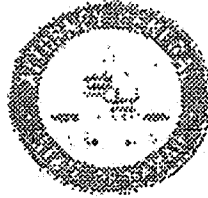
Thanks,
Ryan

Ryan M Akamine
Associate General Counsel

Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
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<http://www.law.hawaii.edu>

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WRITTEN CONSENT FORM
 Commercial Co-Venturer and Charitable Organization
 (Haw. Rev. Stat. § 467B-5.5)

Date: June 30, 2012	
Name of Charitable Organization and FEIN: University of Hawaii 99-8000354	
Address of Charitable Organization: 2444 Dole Street Honolulu, HI 96822	
Name of Commercial Co-Venturer:	
Address of Commercial Co-Venturer: P.O. Box 62047	
Email Address of Commercial Co-Venturer:	
Commencement Date of Charitable Sales Promotion: August 18, 2012, and possibly August 19, 2012	End Date of Charitable Sales Promotion: August 18, 2012, and possibly August 19, 2012
Description of Goods or Services Offered to the Public: Tickets to music concert.	Geographic Region/Location of Promotion: Stan Sheriff Center, University of Hawaii at Manoa
Manner in which the name of the Charitable Organization will be used (including any representation to be made to the public as to the amount or per cent per unit of goods or services purchased or used that is to benefit the charitable organization): music concert is promoted as a fund-raiser for the University of Hawaii at Manoa Athletic Department. Part of ticket sale proceeds will go to the University of Hawaii at Manoa Athletic Department.	
<i>(Use separate sheet if necessary)</i>	
Does the Charitable Organization have the right to a final accounting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the Charitable Organization registered to solicit contributions in Hawaii with the Hawaii Attorney General's Office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date when final benefit will be conferred on charitable organization: September 1, 2012	Manner in which final benefit will be conferred on charitable organization? Draft or electronic payment
Signature of Officer of Charitable Organization:	Signature of Officer of Commercial Co-Venturer:
Print Name: James J. Donovan, III Title: Director of Athletics	Print Name: _____ Title: _____

INSTRUCTIONS

PLEASE RETURN COMPLETED FORM VIA MAIL/FACSIMILE TO: Department of the Attorney
General/Tax Division, 425 Queen Street, Honolulu, HI 96813. Facsimile: (808) 586-8116.

445020, 2 000

Kathleen Cutshaw

From: Carl Clapp <cclapp@hawaii.edu>
Sent: Friday, June 29, 2012 11:27 AM
To: Kathleen Cutshaw
Subject: Re:

Kathy,

The Chancellor has been briefed. When you have a few minutes to discuss please call me at X6-4469 and I would be happy to share additional details with you.

Carl

On Thu, Jun 28, 2012 at 5:42 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:

Hi there

I have just heard about a concert athletics is putting on as a fund raiser. Can you enlighten me on any details. Has the chancellor been briefed.

Thanks

Kathy

--

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathleticsohana.com

Re:

Benefit Concert

Subject: Re: Benefit Concert
From: Howard Todo <htodo@hawaii.edu>
Date: 6/28/2012 6:25 PM
To: Kathleen Cutshaw <cutshaw@hawaii.edu>

Let me be clear, Kathy, I'm only involved because I found out about it from OGC. Manoa Athletics initiated this and apparently has entered an agreement. So this is a Manoa issue. I'm telling you, because as such, I believe it is the Chancellor's office's responsibility. So you should most definitely not stand down, but rather insure that it is okay and is being properly authorized and executed, because of the exposure and risk.

Howard

On 6/28/2012 6:10 PM, Kathleen Cutshaw wrote:

I haven't verified that Virginia was informed and agreed to this. I have verified that you have been involved. If system has already moved forward, I am standing down.

Kathy

On Jun 28, 2012, at 6:03 PM, "Howard Todo" <htodo@hawaii.edu> wrote:

Kathy, here's what I've gotten from Ryan.

Howard

----- Original Message -----

Subject: RE: Benefit Concert
Date: Wed, 27 Jun 2012 16:34:38 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <idonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, 'Rich Sheriff' <rsheriff@hawaii.edu>, 'Darolyn H. Lendio' <lendio@hawaii.edu>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent

Re:

Benefit Concert

for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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ryan.akamine@hawaii.edu

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<2012 Agreement for Use of SSC by 2012.06.12 v.final.pdf>

<Agreement for Use of Non-Profit Name.pdf>

<htodo.vcf>

Howard S. Todo <htodo@hawaii.edu>

Vice President for Budget and Finance/CFO
University of Hawaii

Re:

Benefit Concert

Subject: Re: Benefit Concert
From: Howard Todo <htodo@hawaii.edu>
Date: 6/28/2012 6:25 PM
To: Kathleen Cutshaw <cutshaw@hawaii.edu>

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Kathy

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Kathy, here's what I've gotten from Ryan.

Howard

----- Original Message -----

Subject: RE: Benefit Concert
Date: Wed, 27 Jun 2012 16:34:38 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, 'Rich Sheriff' <rsheriff@hawaii.edu>, 'Darolyn H. Lendio' <lendio@hawaii.edu>

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Re:

Benefit Concert

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Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
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<2012 Agreement for Use of SSC by 2012.06.12 v.final.pdf>

<Agreement for Use of Non-Profit Name.pdf>

<htodo.vcf>

Howard S. Todo <htodo@hawaii.edu>

Vice President for Budget and Finance/CFO
University of Hawaii

Kathleen Cutshaw

From: Kathleen Cutshaw
Sent: Thursday, June 28, 2012 6:54 PM
To: 'Tiffany Kuraoka'
Subject: concert

Hi there. Just learned about this and am greatly concerned. Can you fill me in on what is going on, dates, commitments and who is leading this. Did Virginia approve this?

Kathy

Kathleen Cutshaw

From: Virginia Hinshaw
Sent: Thursday, June 28, 2012 9:56 PM
To: Kathleen Cutshaw
Subject: Re: Fwd: Benefit Concert

I didn't know earlier but I have learned about it. They have the appropriate permissions from city and county folks (Blaisdell apparently couldn't handle that date too) and have worked with Ryan on it. I think we should be using the facility - will see if they make money. Virginia

Virginia S. Hinshaw
Chancellor
University of Hawaii at Manoa
2500 Campus Road
Hawaii Hall 202
Honolulu, HI 96822
Tel: 808-956-7651
Fax: 808-956-4153
Email: vhinshaw@hawaii.edu

From: Kathleen Cutshaw
Sent: Thursday, June 28, 2012 07:04 PM
To: Virginia Hinshaw
Subject: Fwd: Benefit Concert

What the heck is this. Did you know?

Kathy

Begin forwarded message:

From: Howard Todo <htodo@hawaii.edu>
Date: June 28, 2012 6:03:01 PM HST
To: Kathleen Cutshaw <cutshaw@hawaii.edu>
Subject: Fwd: RE: Benefit Concert

Kathy, here's what I've gotten from Ryan.

Howard

----- Original Message -----

Subject: RE: Benefit Concert
Date: Wed, 27 Jun 2012 16:34:38 -1000
From: Ryan Akamine <Ryan.Akamine@hawaii.edu>
To: 'Howard Todo' <htodo@hawaii.edu>
CC: 'Paul Kobayashi' <pyk@hawaii.edu>, 'Jim Donovan' <jdonovan@hawaii.edu>, 'Carl Clapp' <cclapp@hawaii.edu>, "Rich Sheriff" <rsheff@hawaii.edu>, "Darolyn H.

Lendio" <lendio@hawaii.edu>

Howard,

Per our discussion, attached are the agreements for use of SSC and the consent for the use of UH's name. Both copies are not executed. I am waiting for executed copies of the two agreements from athletics. By copy to Rich, please also provide me a copy of the insurance agreements that _____ promised.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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vw: Scan from a Xerox Phaser MFP

Subject: FW: Scan from a Xerox Phaser MFP
From: Kathleen Cutshaw <cutshaw@hawaii.edu>
Date: 6/29/2012 9:05 AM
To: "Howard Todo (htodo@hawaii.edu)" <htodo@hawaii.edu>

Kathy Cutshaw
Vice Chancellor for Administration, Finance & Operations
University of Hawai'i at Manoa
2500 Campus Road
Hawaii Hall 307
Honolulu, HI 96822
(808) 956-9190

-----Original Message-----

From: Tiffany Kuraoka [<mailto:tkuraoka@hawaii.edu>]
Sent: Friday, June 29, 2012 9:01 AM
To: Kathleen Cutshaw
Subject: Fwd: Scan from a Xerox Phaser MFP

Hi Kathy,

Attached is the agreement that states the \$200,000 figure. I will check with Carl and Rich to see if they have a signed copy. Please let me know if you have any other questions.

--

Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

----- Forwarded message -----

From: do not reply@hawaii.edu <do not reply@hawaii.edu>
Date: Fri, Jun 29, 2012 at 8:46 AM
Subject: Scan from a Xerox Phaser MFP
To: Tiffany <tkuraoka@hawaii.edu>

Please open the attached document. It was scanned and sent to you using a Xerox Phaser MFP. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.

----- Attachments: -----

Scan 001.pdf

246 KB

Re: Benefit Concert

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Friday, June 29, 2012 10:48 AM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Ryan,

No one from the University has signed an agreement with _____, Our agreement is with
) only. I am trying to get a copy of _____ agreement with

Rich

On Fri, Jun 29, 2012 at 10:38 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Jim, Carl and Rich,

I just want to make sure that no one has signed off on any "ENGAGEMENT
MEMORANDUM AGREEMENT" generated by _____ or _____ Please reply
ASAP.

Thanks,

Ryan

Ryan M. Akamine

Associate General Counsel

Office of Vice-President for Legal Affairs

and University General Counsel

University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

(808) 955-0000 phone

(808) 955-3127 fax

www.hawaii.edu/legaff

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--

**Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822**

Re: Benefit Concert

Carl Clapp [cclapp@hawaii.edu]

Sent: Friday, June 29, 2012 10:58 AM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Rich Sheriff (rsheriff@hawaii.edu)

I have not signed signed off on such a document.

Carl

On Fri, Jun 29, 2012 at 10:38 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Jim, Carl and Rich,

I just want to make sure that no one has signed off on any "ENGAGEMENT MEMORANDUM AGREEMENT" generated by _____ or _____. Please reply ASAP.

Thanks,

Ryan

Ryan M. Akamine

Associate General Counsel

Office of Vice-President for Legal Affairs

and University General Counsel

University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

(808) 955-2211 phone

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ryan.akamine@hawaii.edu

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--

Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaiiathletics.com
www.hawaiiathletics.com

Re: Benefit Concert

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Friday, June 29, 2012 10:58 AM

To: Ryan Akamine [Ryan.Akamine@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cdapp@hawaii.edu)

Ryan,

I just spoke to He is trying to get the AG form back to us today. is working on the insurance. He said the insurance is in the process and we will get a copy as soon as he has it.

Rich

On Fri, Jun 29, 2012 at 10:54 AM, Ryan Akamine <Ryan.Akamine@hawaii.edu> wrote:

Rich,

Good. Do you have the insurance policies? We were supposed to get it before pre-sale ticket sales commenced.

Ryan M. Akamine

Associate General Counsel

Office of Vice-President for Legal Affairs

and University General Counsel

University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

808.956.2211 phone

808.956.2266 fax

ryan.akamine@hawaii.edu

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From: Richard Sheriff [mailto:rsheff@hawaii.edu]
Sent: Friday, June 29, 2012 10:48 AM
To: Ryan Akamine
Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Subject: Re:

Re: an

No one from the University has signed an agreement with _____, Our agreement is with _____ only. I am trying to get a copy of _____ agreement with _____

Rich

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Jim, Carl and Rich,

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Thanks,

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i

2444 Dole Street, Bachman Hall 110

Honolulu, Hawai'i 96822

(808) 928-2111 phone

(808) 262-2100 fax

www.legalaffairs.hawaii.edu

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--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii

1355 Lower Campus Road

Honolulu, Hawaii 96822

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

RE: Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, June 29, 2012 11:01 AM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan (jdonovan@hawaii.edu); Carl Clapp (cclapp@hawaii.edu)

Rich, see Carl for the form that needs to sign. It's the short form from the AG's office. The insurance is key. Please follow-up. Remember that needs 2 insurance policies per our agreement. The one that protects us against non-performance was supposed to be in place and a copy provided to Jim BEFORE pre-sale tickets were sold.

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
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Subject: Re: Benefit Concert

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Ryan M. Akamine
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**Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822**

--

**Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822**

Re: Scanned AG Documnet

Sent: Thursday, July 05, 2012 1:12 PM

To: rsheriff@hawaii.edu

Rich

As I said the liability Insurance is in place and paid for.

The cancellation insurance will be here tomorrow.

However ... I have applied for the full million dollar coverage that covers expenses and profits.

This insurance might be pricey ... and is of course a show expense.

If it turns out to be expensive ... I will ask the UH to cut a check directly to the insurance carrier for the premium. I note the dispersing office doesn't want to disperse any more box office funds until the cancellation insurance is in place.

It will be in place ... but needs to be paid for.

So the cost of the insurance must be the exception. I will know exactly what it will be tomorrow.

In a message dated 7/2/2012 4:28:53 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I have been told buy the Dispersing Office that no more checks will be cut until they have confirmation of the Non-Performance Insurance.

Rich

On Mon, Jul 2, 2012 at 11:09 AM, wrote:
please start the process on invoice for 25k for media deposits

In a message dated 7/2/2012 9:52:23 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Carl,
I received this scanned copy of the AG form from yesterday. Let me know if this is OK.
is working on getting the Non Performance Insurance to UH. I will keep you posted.

Rich

----- Forwarded message -----

From: _____
Date: Sun, Jul 1, 2012 at 9:12 AM
Subject: Scanned AG Document
To: rsheriff7@gmail.com, rsheriff@hawaii.edu

ATTACHMENT 137

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Re: Scanned AG Documnet

Sent: Monday, July 02, 2012 9:00 PM

To: rsheriff@hawaii.edu

Rich ***confidentially*** ... Their logic escapes me ...

However ... what happens if the 2nd deposit comes along and they refuse to pay it even though the money is in the box office ...

It is like they are trying to hold us hostage by pointing a gun at their own head.

We'll make them happy ...

I should have the insurances paperwork tomorrow.

In a message dated 7/2/2012 4:28:53 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I have been told buy the Dispersing Office that no more checks will be cut until they have confirmation of the Non-Performance Insurance.

Rich

On Mon, Jul 2, 2012 at 11:09 AM, < > wrote:
please start the process on invoice for 25k for media deposits

In a message dated 7/2/2012 9:52:23 A.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

Carl,
I received this scanned copy of the AG form from yesterday. Let me know if this is OK.
is working on getting the Non Performance Insurance to UH. I will keep you posted.

Rich:

----- Forwarded message -----

From: _____
Date: Sun, Jul 1, 2012 at 9:12 AM
Subject: Scanned AG Document
To: rsheriff7@gmail.com, rsheriff@hawaii.edu

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, July 06, 2012 3:06 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp [ccdapp@hawaii.edu]; Darolyn H. Lendio

Rich, do you have a copy yet?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
~~rsakamine@hawaii.edu~~

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From: Richard Sheriff [mailto:rsheriff@hawaii.edu]

Sent: Thursday, July 05, 2012 1:44 PM

To: James J Donovan, III

Cc: Ryan Akamine; Carl Clapp

Subject: Fwd: Scanned AG Documnet

FYI

Sent from my HTC on the Now Network from Sprint!

— Forwarded message —

From:

Date: Thu, Jul 5, 2012 10:39 am

Subject: Scanned AG Documnet

To: <rsheriff@hawaii.edu>

Rich ..

Told by insurance company the I will have the cancellation insurance in hand tomorrow

Regards

In a message dated 7/3/2012 5:47:14 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes

The SSC stage is maximum 32' x 32' x 32"

We can set it up 24' x 24' x 32"

Re: Scanned AG Documnet

Sent: Thursday, July 05, 2012 1:12 PM

To: rsheriff@hawaii.edu

Rich ...

As I said the liability insurance is in place and paid for.

The cancellation insurance will be here tomorrow.

However ... I have applied for the full million dollar coverage that covers expenses and profits.

This insurance might be pricey ... and is of course a show expense.

If it turns out to be expensive ... I will ask the UH to cut a check directly to the insurance carrier for the premium. I note the dispersing office doesn't want to disperse any more box office funds until the cancellation insurance is in place.

It will be in place ... but needs to be paid for.

So the cost of the insurance must be the exception. I will know exactly what it will be tomorrow.

In a message dated 7/2/2012 4:28:53 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

I have been told by the Dispersing Office that no more checks will be cut until they have confirmation of the Non-Performance Insurance.

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_____ is working on getting the Non Performance Insurance to UH. I will keep you posted.

Rich

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From: _____
Date: Sun, Jul 1, 2012 at 9:12 AM
Subject: Scanned AG Document
To: rsheriff7@gmail.com, rsheriff@hawaii.edu

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Fwd: (no subject)

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, July 09, 2012 12:12 PM

To: James J Donovan III [jdonovan@hawaii.edu]

Cc: Carl Clapp [cclapp@hawaii.edu]; Ryan M. Akamine [Ryan.Akamine@hawaii.edu]

Attachments: Form070620121011liabcert.pdf (14 KB)

Jim,

Attached is a copy of liability insurance for the Concert on August 18th. He is working on the cancellation insurance policy confirmation. I will forward it to you as soon as I get it.

Rich

----- Forwarded message -----

From: < >
Date: Fri, Jul 6, 2012 at 6:13 AM
Subject: (no subject)
To:

Liability Ins

--
Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/6/2012
PRODUCER (214)749-7700 FAX: (214)594-5479 Doodson Insurance Brokerage of TX, LLC. 2920 Taylor St. Dallas TX 75226		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Riverport Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FLDG180312	08/17/12	08/19/12	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADY INJURY GENERAL AGGREGATE PROQSCTS - COMM'OP AGG				\$ 300,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$0 <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OT- FR E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The Certificate holder is included as Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

CERTIFICATE HOLDER

University of Hawaii Athletic Dept.
 State of Hawaii
 Lower Campus Rd.
 Honolulu, HI 96822

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

Kathleen Cutshaw

From: Ryan Akamine
Sent: Friday, July 06, 2012 3:03 PM
To: Kathleen Cutshaw
Subject: Benefit Concert

FYI

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
Honolulu, Hawai'i 96822
(808) 956-2211 phone
(808) 956-2109 fax
ryan.akamine@hawaii.edu

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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
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Cc: Ryan Akamine; Carl Clapp
Subject: Fwd: Scanned AG Documnet

FYI

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----

From:
Date: Thu, Jul 5, 2012 10:39 am
Subject: Scanned AG Documnet
To: <rsheriff@hawaii.edu>

Rich ...

Told by insurance company the I will have the cancellation insurance in hand tomorrow.

Regards.

Benefit Concert

Ryan Akamine [Ryan.Akamine@hawaii.edu]

Sent: Friday, July 06, 2012 3:06 PM

To: Richard Sheriff [rsheriff@hawaii.edu]

Cc: Jim Donovan [jdonovan@hawaii.edu]; Carl Clapp [cclapp@hawaii.edu]; Darolyn H. Lendio

Rich, do you have a copy yet?

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
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Sent: Thursday, July 05, 2012 1:44 PM

To: James J Donovan, III

Cc: Ryan Akamine; Carl Clapp

Subject: Fwd: Scanned AG Documnet

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----- Forwarded message -----

From: @aol.com

Date: Thu, Jul 5, 2012 10:39 am

Subject: Scanned AG Documnet

To: <rsheriff@hawaii.edu>

Rich ...

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Regards.

In a message dated 7/3/2012 5:47:14 P.M. Hawaiian Standard Time, rsheriff@hawaii.edu writes:

| The SSC stage is maximum 32' x 32' x 32"

| We can set it up 24' x 24' x 32"

Ryan Akamine

From: Kathleen Cutshaw
Sent: Friday, July 06, 2012 3:15 PM
To: Tiffany Kuraoka
Cc: Ryan Akamine; Howard Todo (htodo@hawaii.edu); 'cclapp@hawaii.edu'
{cclapp@hawaii.edu}
Subject: concert

Hi Tiffany

It is my understanding that the insurance rider has not been executed yet. Until this insurance issue has been finalized, you are not authorized to make any further payments to the promoter.

I tried to give you (and Carl) a call but both of you are in meetings. Thus, the email.

Thanks.

Kathy

Kathy Cutshaw
Vice Chancellor for Administration, Finance & Operations University of Hawai'i at Manoa
2500 Campus Road
Hawaii Hall 307
Honolulu, HI 96822
(808) 956-9190

Kathleen Cutshaw

From: Tiffany Kuraoka <tkuraoka@hawaii.edu>
Sent: Friday, July 06, 2012 3:43 PM
To: Kathleen Cutshaw
Subject: Re: concert

Hi Kathy,

Sorry I missed your call, I was with Paul and Sandy in the Steering Committee meeting. Yes, I will make sure that we do not process any further payments until the insurance rider has been executed.

--
Tiffany Kuraoka
University of Hawaii
Assistant Athletic Director
Business Operations
Phone (808)956-6505
Fax (808)956-4637

On Fri, Jul 6, 2012 at 3:14 PM, Kathleen Cutshaw <cutshaw@hawaii.edu> wrote:

- > Hi Tiffany
- >
- > It is my understanding that the insurance rider has not been executed yet. Until this insurance issue has been finalized, you are not authorized to make any further payments to the promoter.
- >
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- >
- > Thanks.
- >
- > Kathy
- >
- > Kathy Cutshaw
- > Vice Chancellor for Administration, Finance & Operations University of
- > Hawai'i at Manoa
- > 2500 Campus Road
- > Hawaii Hall 307
- > Honolulu, HI 96822
- > (808) 956-9190
- >
- >

Re: concert

Carl Clapp [cclapp@hawaii.edu]

Sent: Saturday, July 07, 2012 11:04 AM

To: Kathleen Cutshaw

CC: Tiffany Kuraoka [tkuraoka@hawaii.edu]; Ryan Akamine [Ryan.Akamine@hawaii.edu]; Howard Todo (htodo@hawaii.edu); Richard Sheriff [rsheriff@hawaii.edu]

Kathy,

Just want to let you know I received your email and we will comply. I will let you know as soon as I have confirmation of the receipt of the documentation needed.

Mahalo,

Carl

On Fri, Jul 6, 2012 at 3:14 PM, Kathleen Cutshaw <kcutshaw@hawaii.edu> wrote:
Hi Tiffany

It is my understanding that the insurance rider has not been executed yet. Until this insurance issue has been finalized, you are not authorized to make any further payments to the promoter.

I tried to give you (and Carl) a call but both of you are in meetings. Thus, the email.

Thanks.

Kathy

Kathy Cutshaw
Vice Chancellor for Administration, Finance & Operations
University of Hawai'i at Manoa
2500 Campus Road
Hawaii Hall 307
Honolulu, HI 96822
(808) 956-9121

—
Carl R. Clapp
University of Hawaii at Manoa
Associate Athletics Director
Office: (808) 956-4469
FAX: (808) 956-4637
www.hawaii.edu/athletics
www.hawaii.edu/athletics/index.cfm

From: [Kuan Akamine](mailto:Kuan.Akamine@hawaii.edu)
To: [Alan Schmitt](mailto:Alan.Schmitt@hawaii.edu); [John Hawkins](mailto:John.Hawkins@hawaii.edu)
Cc: [Ben Ponovan](mailto:Ben.Ponovan@hawaii.edu); [Gael Kiwa](mailto:Gael.Kiwa@hawaii.edu); [Gordon H. Lee](mailto:Gordon.H.Lee@hawaii.edu)
Subject: Benefit Concert
Date: Monday, July 09, 2012 12:42:53 PM
Attachments:

Rich,

The attached certificate of insurance does not comply with the contract provisions. The State of Hawaii and the University of Hawaii need to be named as additional insureds. should be able to get another copy quickly as the additional cost to obtain the additional insured certificate is nominal.

Here's the provision in the agreement:

10. Insurance and Indemnity In accordance with the UNIVERSITY's policies pertaining to the Use of University-Owned Facilities:

A. shall indemnify, defend and hold harmless the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement, and will reimburse the University of Hawai'i attorney's fees, costs, and expenses in connection with the defense of such claims, and (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

B. during the period of this Agreement, at its own cost and expense, shall maintain commercial general liability insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, advertising injury and host liquor liability, with a combined single limit of not less than \$2,000,000. Such policy must be acceptable to the UNIVERSITY and shall name the University of Hawai'i and the State of Hawai'i as additional insureds, and shall cover claims related to the Event. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of indemnity under this Agreement.

A copy of the above policy shall be deposited with the Director of Risk Management as soon as possible prior to the day of the Event. The above policy shall contain the following three clauses.

1. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the University of Hawai'i
2. It is agreed that any insurance maintained by the University of Hawai'i and the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy

3. *The University of Hawai'i and the State of Hawai'i is added as an additional insured with respect to operations of its officers, employees, contractors and agents on University of Hawai'i premises used on behalf of the Event.*

Additionally, although UNIVERSITY agrees to use its best efforts to assist in producing a successful Event, agrees to assume all risks associated with booking, promoting and producing the Event. Specifically, shall indemnify, defend and hold harmless UNIVERSITY, the University of Hawai'i and the State of Hawai'i its officers, agents, employees or any person acting on its behalf from and against any and all claims and demands brought or made on account of the non-performance of at the Event, for any reason whatsoever. represents to UNIVERSITY that it can and will secure insurance to cover this possibility, and identify UNIVERSITY, the University of Hawai'i and the State of Hawai'i as additional insureds. A copy of this policy shall be provided to the UNIVERSITY's Director of Athletics before Pre-Safe Ticket sales commence.

The last highlighted portion above is **separate** insurance that also needs to be obtained. At this point, is in breach of our agreement if he hasn't obtained the insurance and provided it to you. After you obtain the two insurance certificates, they should be forwarded to Risk Management.

Ryan

Ryan M. Akamine
Associate General Counsel
Office of Vice-President for Legal Affairs
and University General Counsel
University of Hawai'i
2444 Dole Street, Bachman Hall 110
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(808) 956-2211 phone
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From: Richard Sheriff [<mailto:rsheriff@hawaii.edu>]
Sent: Monday, July 09, 2012 12:13 PM
To: James J Donovan III
Cc: Car Clapp; Ryan Akamine
Subject: Fwd: (no subject)

Jim,
Attached is a copy of liability insurance for the Concert on August 18th. He is working on the cancellation insurance policy confirmation. I will forward it to you as soon as I get it.

Rich

----- Forwarded message -----

From: <@aol.com>

Date: Fri, Jul 6, 2012 at 6:13 AM

Subject: (no subject)

To: rsheriff@hawaii.edu

Liability Ins

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/6/2012
PRODUCER (214)749-7700 FAX: (214)594-5479 Doodson Insurance Brokerage of TX, LLC. 2920 Taylor St.		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Dallas TX 75226	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Riverport Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDL LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	FLDG180312	08/17/12	08/19/12	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Excludes auto) \$ 300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$0 REVENUE \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STAT - COV. LIMITS PER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The Certificate holder is included as Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

CERTIFICATE HOLDER
University of Hawaii Athletic Dept.
State of Hawaii
Lower Campus Rd.
Honolulu, HI 96822

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

From: @aol.com
Sent: Monday, July 09, 2012 7:32 PM
To: mrcgreenwood@hawaii.edu; rsheriff@hi.edu
Cc:
Subject: Re:

Dear

We have a contract with for performance.

I sent you all the names pertinent to this booking.

We have ... in good faith ... put 250k deposit on this booking.

I am sure this is an over sight and we can work it out amicably.

... we have known each other for dozens of years and I too have a reputation to uphold.

In the mean time ... please lets reason this out and stop the frantic alarm.

The show is on sale and will ... sell out. There is a common ground in all this ... the last thing I want to do is hurt the reputation of the University of Hawaii or

Regards,

In a message dated 7/9/2012 3:56:46 P.M. Hawaiian Standard Time, writes:

Dear Ms. Greenwood,

My name is , I am one of the managing Partners at

I am 's agent (and have been for the last 18 years). It has come to our attention, that a is promoting a benefit concert for at your Honolulu campus, Sheriff Arena on August 18th, 2012.

Please know, , his management and myself have no knowledge of this event. It was never brought us as an offer, and at this time it is not a confirmed engagement.

I am not sure who was speaking with, but I can assure you it was not one of representatives.

I would appreciate if you could call my office in Los Angeles, at tomorrow so that we can quickly and efficiently deal with this situation.

I am sorry that the school has been put in a compromised position, and I am greatly concerned on how this will reflect on _____, as he has not done anything to create what will be a press issue. It is very important that we work on this together, so that neither the University or _____ are negatively impacted.

Thank you for your attention to this matter.

Sincerely

This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use dissemination, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please e-mail us at _____ or call _____

Fwd: Aug 18 Hawaii

Richard Sheriff [rsheriff@hawaii.edu]

Sent: Monday, July 09, 2012 4:56 PM

To: James J Donovan III [jdonovan@hawaii.edu]

Cc: John McNamara [johnpm@hawaii.edu]

Jim,
FYI

----- Forwarded message -----

From: < >
Date: Mon, Jul 9, 2012 at 4:06 PM
Subject: Re: Aug 18 Hawaii
To:
Cc:

Dear

We have a contract with for to perform on Aug 18th in Honolulu.

We ... in good faith have a deposit with the artist for 250K. The artist was offered to us some months ago.

I was partners in the last show here in Hawaii in the 80's I apologize for the confusion.

I am sure this is some kind of misunderstanding In the mean time please stop sending everyone into a panic. I am sure this is just an over sight.

Our Agent at is

The agent in charge is

The attorney in this matter is

If there is some issue on who represents ... we can work it out to everyone's satisfaction

Please communicate with me via email so we have a clear understanding.

Looking forward to a successful show . . . for all involved.

Fwd:

M.R.C. Greenwood [mrcgreen@hawaii.edu]

Sent: Monday, July 09, 2012 6:58 PM

To: Jim Donovan [jdonovan@hawaii.edu]

Call me
Sent from my iPhone

Begin forwarded message:

From:
Date: July 9, 2012 4:32:22 PM HST
To:
Cc:
Subject: Re:

Dear ...

We have a contract with ... for ... performance.

I sent you all the names pertinent to this booking.

We have ... in good faith ... put 250k deposit on this booking.

I am sure this is an over sight and we can work it out amicably.

... we have known each other for dozens of years and I too have a reputation to uphold.

In the mean time ... please lets reason this out and stop the frantic alarm.

The show is on sale and will ... sell out. There is a common ground in all this ... the last thing I want to do is hurt the reputation of the University of Hawaii or

Regards,

In a message dated 7/9/2012 3:56:46 P.M. Hawaiian Standard Time,
writes:

Dear Ms. Greenwood,

My name is ... , I am one of the managing Partners at

I am ... 's agent (and have been for the last 18 years). It has come

to our attention, that a [redacted] is promoting a benefit concert for
at your Honolulu campus, Sheriff Arena on August 18th, 2012.

Please know, [redacted], his management and myself have no knowledge of
this event. It was never brought us as an offer, and at this time it is not a
confirmed engagement.

I am not sure who [redacted] was speaking with, but I can assure you it was
not one of [redacted] representatives.

I would appreciate if you could call my office in Los Angeles, at
tomorrow so that we can quickly and efficiently deal with this situation.

I am sorry that the school has been put in a compromised position, and I am
greatly concerned on how this will reflect on [redacted] as he has not done anything
to create what will be a press issue. It is very important that we work on this
together, so that neither the University or [redacted] are negatively impacted.

Thank you for your attention to this matter.

Sincerely

This e-mail and any files transmitted with it are intended solely for the use of
the individual or entity to whom it is addressed. If the recipient of this e-
mail is not the intended recipient of the communication, please do not
distribute the message to any other person. If you are hereby notified
that any use, dissemination, forwarding, printing or copying of this e-mail is
strictly prohibited, if you have received this e-mail in error, please e-mail us
at [redacted] or call [redacted].

I will work as quickly as I can. But please understand, no one on [redacted]'s team knew about this as an offer, or confirmed it as an engagement.

From:
Sent: Monday, July 09, 2012 7:32 PM
To: [redacted]; mrcgreenwood@hawaii.edu; rsheriff@hl.edu
Cc:
Subject: Re:

Dear

We have a contract with [redacted] for [redacted]'s performance.

I sent you all the names pertinent to this booking.

We have ... in good faith ... put 250k deposit on this booking.

I am sure this is an over sight and we can work it out amicably.

... we have known each other for dozens of years and I too have a reputation to uphold.

In the mean time ... please lets reason this out and stop the frantic alarm.

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Regards,

In a message dated 7/9/2012 3:56:46 P.M. Hawaiian Standard Time, _____ writes:

Dear Ms. Greenwood,

My name is _____; I am one of the managing Partners at

I am _____'s agent (and have been for the last 18 years). It has come to our attention, that a _____ is promoting a benefit concert for _____ at your Honolulu campus, Sheriff Arena on August 18th, 2012.

Please know, _____, his management and myself have no knowledge of this event. It was never brought us as an offer, and at this time it is not a confirmed engagement.

I am not sure who _____ was speaking with, but I can assure you it was not one of _____'s representatives.

I would appreciate if you could call my office in Los Angeles, at _____ tomorrow so that we can quickly and efficiently deal with this situation.

I am sorry that the school has been put in a compromised position, and I am greatly concerned on how this will reflect on _____ as he has not done anything to create what will be a press issue. It is very important that we work on this together, so that neither the University or _____ are negatively impacted.

Thank you for your attention to this matter.

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OUTGOING WIRE TRANSFER Bank Name: AMERICAN SAVINGS B

Wire Created by UserID: _____ Date: 5/25/2012 Time: 11:10:16
 Branch: 0052 Name: MAIN AT BISHOP SQUARE Phone #: 95274325
 Amount: 50,000.00 USD WIRE FEE AMOUNT: 45.00
 Int Amount: _____ Int Currency: _____ Exchange Rate: _____
 Account #: _____
 Customer Name: _____ Phone #: _____
 Address 1: _____ Address 2: 844 QUEEN ST
 City, State, Zip: HONOLULU, HI 96813-5204

BANK INFORMATION

Destination Bank Name: BK AMER NYC Bank ABA: 026009593
 Destination Bank Address 1: _____
 Destination Bank Address 2: _____
 Destination Bank Address 3: _____
 Beneficiary Bank Name: BANK OF AMERICA, N.A., NY Bank ABA: 026009593
 Beneficiary Bank Address 1: _____
 Beneficiary Bank Address 2: NEW YORK, NY -

CUSTOMER (BENEFICIARY) INFORMATION

Beneficiary Name to Credit: _____
 Account Number to Credit: _____
 Beneficiary Address 1: _____
 Beneficiary Address 2: _____
 City, State, Zip: _____
 Other Information: _____
 Bank to Bank Info: _____

SSA INFORMATION

Tax ID #: _____ Drivers License #: _____ State: _____
 Name: _____ SSN #: _____
 Address 1: _____ Address 2: _____
 City: HONOLULU State, Zip: HI - 96813
 Comments: PAYING CLIENT
 If this wire is being made on behalf of someone else, need true originator's
 Tax ID #: _____ Drivers License #: _____ Alien ID #: _____
 Passport #: _____ Country of Issuance: _____
 Customer Signature: _____ Date: 5/25/12

From:
Sent: Monday, July 09, 2012 7:11 PM
To:
Subject: Fwd: Aug 18 Hawaii

Sorry about the confusion ... we were acting in good faith.

Let me know what we can do to make this right. I remember you were straight forward with me when canceled at the last minute.

From: _____
To: _____
CC: RSheriff@Hawaii.edu,
Sent: 7/9/2012 4:06:48 P.M. Hawaiian Standard Time
Subj: Re: Aug 18 Hawaii

Dear

We have a contract with _____ for _____ to perform on Aug 18th in Honolulu.

We ... in good faith have a deposit with the artist for 250K. The artist was offered to us some months ago.

I was partners in the last _____ show here in Hawaii in the 80's. I apologize for the confusion.

I am sure this is some kind of misunderstanding In the mean time please stop sending everyone into a panic. I am sure this is just an over sight.

Our Agent at _____ is _____

The agent in charge is _____

The attorney in this matter is _____

If there is some issue on who represents _____ ... we can work it out to everyone's satisfaction.

Please communicate with me via email so we have a clear understanding.

Looking forward to a successful show ... for all involved.

In a message dated 7/9/2012 1:40:31 P.M. Hawaiian Standard Time, _____ writes.

I am _____ agent at _____ in Los Angeles, CA. (_____).
represents _____ exclusively worldwide.

PER _____ AND HIS MANAGEMENT, PLEASE BE ADVISED THAT YOU DO NOT HAVE A CONFIRMED CONCERT WITH _____, PLEASE IMMEDIATELY TAKE THIS SHOW OFF SALE. PLEASE IMMEDIATELY PULL DOWN ALL ADVERTISING, PROMOTIONS AND MARKETING.

Please reply to this email upon receipt and call me immediately.

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From: James Donovan <jdonovan@hawaii.edu>
Date: Mon, Jul 9, 2012 at 7:17 PM
Subject: Fwd:
To: rsheriff@hawaii.edu

----- Forwarded message -----

From: M.R.C. Greenwood <mrcgreen@hawaii.edu>
Date: Mon, Jul 9, 2012 at 6:58 PM
Subject: Fwd:
To: Jim Donovan <jdonovan@hawaii.edu>

Call me
Sent from my iPhone

Begin forwarded message:

From: _____
Date: July 9, 2012 4:32:22 PM HST
To: _____, mrcgreen@hawaii.edu,
rsheriff@hi.edu
Cc: _____
Subject: Re:

Dear ...

We have a contract with _____ for
performance.

I sent you all the names pertinent to this booking.

We have ... in good faith ... put 250k deposit on this
booking.

I am sure this is an over sight and we can work it out
amicably.

... we have known each other for dozens of years and I too have a reputation to uphold.

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I am 's agent (and have been for the last 18 years). It has come to our attention, that a is promoting a benefit concert for at your Honolulu campus, Sheriff Arena on August 18th ,2012.

Please know, , his management and myself have no knowledge of this event. It was never brought us as an offer, and at this time it is not a confirmed engagement.

I am not sure who was speaking with, but I can assure you it was not one of 's representatives.

I would appreciate if you could call my office in Los Angeles, at _____ tomorrow so that we can quickly and efficiently deal with this situation.

I am sorry that the school has been put in a compromised position, and I am greatly concerned on how this will reflect on _____, as he has not done anything to create what will be a press issue. It is very important that we work on this together, so that neither the University or _____ are negatively impacted.

Thank you for your attention to this matter.

Sincerely

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James J. Donovan III

Director of Athletics
University of Hawaii at Manoa
1337 Lower Campus Rd.
Honolulu, HI 96822
(808) 956-7301

--

Richard Sheriff
Manager - Stan Sheriff Center
University of Hawaii
1355 Lower Campus Road
Honolulu, Hawaii 96822

Fwd: (no subject)

Sent: Monday, July 09, 2012 9:57 PM

To: rsheriff@hawaii.edu; mrcgreen@hawaii.edu

I talked with [redacted] 4 times this evening ... we are going to have a conversation in the morning with management.

I have known [redacted] for some 25 years and he is [redacted]'s boss.

He is concerned about the UH ... the fans ... [redacted]'s reputation and he sounded like if we restructure the deal a bit that it will go on as planned ...

As I said I will have a conference call with them in the morning.

Regards,

From:
To:
Sent: 7/9/2012 5:43:06 P.M. Hawaiian Standard Time
Subj: Re: (no subject)

I am at an ESPY event and cannot open the files on my blackberry. Will review them with management tomorrow

From:
Sent: Monday, July 09, 2012 08:37 PM
To:
Subject: (no subject)

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**ARTIST
MANAGEMENT
ROSTERS**

EDITION
2001

Management Rosters



RE: Donovan statement

Sent: Tuesday, July 10, 2012 4:06 PM

To: jdonovan@hawaii.edu

Cc:

Jim – Please see below:

The University of Hawaii has been informed by _____'s agent at _____ that the artist is not available for an August 18, 2012 concert. The event was booked by an unauthorized third party without the knowledge or consent of _____'s representatives.

"They were very sorry to have to inform us of his unavailability," said Athletic Director Jim Donovan. He said the Stan Sheriff Box Office would make refunds available immediately.

Individuals who purchased tickets at the Stan Sheriff Box Office need to return their tickets to the box office for a refund. Ticket purchases made via Internet, phone, or brought presale by credit card will automatically be credited. Donovan said it will take approximately seven days for the automatic credit card refunds to be made. Ticketholders may call the box office at (808) 956-4482.

Donovan said, "We look forward to the possibility of bringing _____ out to Hawaii at a future date."

Best,

From: Jim Donovan <jdonovan@hawaii.edu>
Sent: Tuesday, July 10, 2012 6:20 PM
To:
Subject: Fwd: Donovan statement

Just following up on press statement. We will be having a press conference at 4:00pm HST.

Jim Donovan

Athletics Director
University of Hawaii at Manoa
1337 Lower Campus Rd., Honolulu, HI 96822
(808) 956-7301

Begin forwarded message:

From: Kelli Abe Trifonovitch <ktrifon@hawaii.edu>

FW: / August 18th/ University of Hawaii.

Sent: Tuesday, July 10, 2012 4:23 PM

To: mrcgreenwood@hawaii.edu [mrcgreen@hawaii.edu]; Jim Donovan (jdonovan@hawaii.edu);

Cc:

Dear Ms. Greenwood, Mr. Donovan and
At this time, It is clear that both _____ **and the University of Hawaii have not**
been dealing with _____ **'s official representatives.**

As _____ **'s agent, I must inform you that we were not aware of any offer for, or**
confirmed engagement at the Sheriff Arena, University of Hawaii , Honolulu for August
18th , 2012. This offer was never submitted to _____ **and therefore never a**
confirmed engagement. Therefore there was never authorization by _____ **or his**
representatives to put the said engagement on sale. At this time, I must insist that all
advertising and ticket sales for this engagement be stopped, and that all ticket holders be
allowed to return their tickets for a full refund.

As _____ **never authorized or had any knowledge of this engagement,**
and his representatives will have no liability or expense for any costs associated with the
original on sale, advertising, promotion and production of the event. In addition,
and his representatives will have no liability or expense for the refunding of
tickets for this event.

I also would like to discuss how the University would like to announce this, as I need to
give _____ **and his management approvals over any press releases that would use**
his name. I would also like to know what process the school will use to refund tickets.

Thank you for your prompt attention to this situation
Sincerely,

Managing Partner

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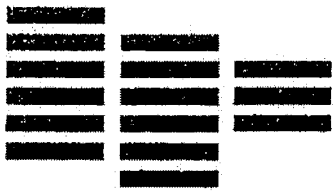
(no subject)

Sent: Tuesday, July 10, 2012 5:06 PM

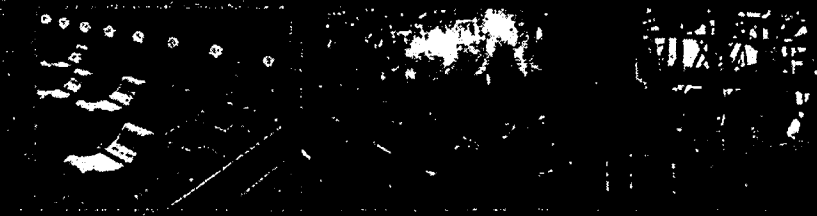
To: rsheriff7@gmail.com; rsheriff@hawaii.edu; athdir@hawaii.edu; mrcgreen@hawaii.edu

Attachments: UniversityofHawaii-PCD.pdf (965 KB)

Cancellation Insurance



doodson
ENTERTAINMENT



1167

Risk No:	University of Hawaii Athletic Department	UMR: B11670tba	Doc Ref: (OM MRC)	Page: 1 of 31
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Proposed Coverage Document

Assured: University of Hawaii Athletic Department
Insured Event: University of Hawaii Athletic Department Benefit
Period: TBA to 20 August 2012
Cancellation & Non-Appearance Insurance (US/Canada)

This Insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii

Risk No:	University of Hawaii Athletic Department	UMR: B11670tba	Doc Ref: (OM MRC)	Page: 2 of 31
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Period Terms Open:

The Terms contained in this document offered by potential Insurers are until 3 August 2012

Insurers reserve the right to amend the Terms and Conditions should instructions not be received by the above date, and failure to agree Terms may result in the offer being withdrawn.

No Cover Given:

No cover is given in respect of the risks described in the attached offer from Insurers.

Risks will not be bound without a written request from your office and confirmation of binding in turn being received from Doodson Broking Group.

Duty to disclose material information

Material information is information that would influence an insurer in deciding whether a risk is acceptable and, if so the premium, terms and conditions to be applied. Failure to disclose all such information could result in the policy being rendered void and as a result claims may not be paid.

Before inception of cover

All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any changes which may occur or come to light after a quotation has been given must also be notified.

After inception of cover

The duty of disclosure is re-imposed when there are changes or variations in cover and when the policy is renewed or extended. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in the policy must be notified at once.

Please contact us if you are in any doubt as to whether or not information might be material or if you have any concerns that Doodson Insurance Brokerage LLC and or Arthur Doodson (Brokers) limited might not be aware of all material information

Concert Events Description

6/25 - This was when I was first informed that this event was happening. Attached is the email from Ryan Akamine at OGC informing me that they were working on it and there was a short time frame to make the initial payment. I received this email as I was preparing for the Audit Committee presentation on Kualii Financial System.

6/26 – By the time I followed up after the new Board member orientation the following morning, the money had been wired. See attached documents relating to the wire. The circumstances of requiring a wire on short notice concerned me, so I asked Kathy Cutshaw about this. She said she didn't know anything about it, but would check. That she didn't know about it concerned me further so I asked Ryan Akamine for the background and documents.

6/27 – Ryan Akamine sends me a copy, unsigned, of the agreement, which is titled "Agreement between University of Hawaii at Manoa and _____ for the Use of Stan Sheriff Center" and says he is waiting for executed copies from Athletics. See his email and the executed agreement. He indicated to me that the agreement calls for insurance to protect UH from loss if the performance does not happen. His email asks Athletics for the insurance policy.

6/28 – After reading the agreement, I follow up with Kathy Cutshaw to find out whether Manoa Chancellor's office approved the agreement. That evening she emails me. See attached email and my response. She calls me and says that Virginia Hinshaw said she doesn't know anything about it, but that system knows all about it and approved a \$200,000 payment. How can she not know anything, but know that?

6/29 am - Kathy Cutshaw sends me an unsigned agreement between _____ and the Athletic Department (see attached). Upon reading this, I meet with Ryan Akamine and voice my strong concerns. He indicates that he told Athletics not to be a signatory to that agreement. I reiterate my concerns about needing to have the insurance contract that per the agreement Athletics did sign with _____, that _____ was supposed to provide to Athletics prior to commencement of pre-sale ticket sales. Ryan follows up with Athletics and ultimately is told that they are working on it.

6/29 (Friday) – Later that day, Ryan emails me that OGC does have a legal services request for assistance with this agreement which was signed by Carl Clapp and Virginia Hinshaw on May 6, 2012. See attached emails. JNB

7/2 (Monday) – I brief President Greenwood on the situation. She indicates that Virginia Hinshaw definitely knew about the concert because she responded earlier in June to a query from MRC regarding the concert. See attached email.

Applicable University Policies (attached):

Board Policy 8-1 - generally the President is authorized to sign contracts, and may delegate that authority to others.

Executive policy E10.101 – Authority to develop procedures for use of University-owned facilities delegated to Chancellors

Board Policy 10-1 – Source of Delegation in E10.101

Executive policy E10.201 – Delegation of responsibility for facilities use to Chancellors

Executive Policy E10.202 – UHM Special Events Center Use Policy – does not delegate signing authority for contracts regarding Stan Sheriff Arena from Chancellor to Athletics Director

Administrative Policy A1.200 – Delegates authority for Manoa facilities use to the President, who at that time (2002), was the chief executive of Manoa campus as well as the system. Again, no delegation to Athletics Director is indicated.

Conclusion:

General contracts are authorized to be signed by the President. Facilities use contracts are delegated to Chancellors.

Summary:

The agreement was not reviewed by Manoa Chancellor's office or President's office or VP B&F prior to its signing.

There is no evidence that _____ actually ultimately had an agreement with _____ to perform at Stan Sheriff Arena on August 18.

From a financial standpoint, no analysis or projection of revenues and costs and estimated profits and related risks were provided to campus or system administration prior to signing of the agreement.

The insurance policy required by the agreement prior to commencement of pre-sale ticket sales has not been obtained.

Athletics nevertheless proceeded with the pre-sale of tickets.

The agreement is in the form of a facilities use agreement, but it contained a number of clauses that represented exposure for the university that are not in a normal facilities use agreement.

The payment of \$200,000 was requested through an AFP (Authorization for Payment) form. See attached for the form and related documents. The requisitioner was Rich Sheriff, the purchasing officer was Carl Clapp and the Fiscal Officer was Tiffany Kuraoka. Could this have been stopped by our system disbursing office? See attached memorandum for record by Accounts Payable Supervisor Alan Kimura, email to Paul Kobayashi from Carl Clapp and Executive Policy E8.106. At the end of the day, they felt that they had done enough inquiry and there were enough high level people involved including the Office of General Council that they released the wire. Nevertheless, the answer is yes, it could have been stopped by the disbursing office.

From:
Sent: Friday, August 03, 2012 8:20 AM
To:
Subject: Fwd: (no subject)

My last communication with
She wrong about 200k wire from my account.
It was wired directly from the UH to pic.
I wired them 50k binder.

From:
To:
CC:
Sent: 7/18/2012 8:57:30 P.M. Hawaiian Standard Time
Subj: Re: (no subject)

Morning

We'll see if we can make this work with Ms Greenwood.
In the meantime please forward the copy of the for US\$200k transfer from your account to as we need to send that with the document from the UH requesting the 200k returned.

On Wed, Jul 18, 2012 at 11:53 PM, _____ wrote:

I have forwarded your email to the University of Hawaii for their direct response.
I am taking a step back out of the issue. You need to make the UH satisfied.

In a message dated 7/18/2012 10:23:48 A.M. Hawaiian Standard Time, _____ writes:

Dear

All we are asking for at this moment in time is the copy of your transfer to 's Escrow account so that we can initiate proceedings for refund of the University of Hawaii's deposit.

On Wed, Jul 18, 2012 at 9:07 PM, _____ wrote:

Sorry to hear about _____ but I need the following information.

1. Who has _____ been dealing with in _____ 's camp? Is it _____? _____ as you know has been dealing with _____ who has direct links into _____ 's camp

2. How does he know he can secure ? has been in this business for many many years staging and producing shows

3. Did send the money to ? If so how much? sent funds to to lodge with 's camp as you know

What happened to the rest of the money? Rest of what money?

4. Who has the money now? Management representative

5. I a representative of willing to contact the UH? Because of all the bad publicity within your camp at this time 's rep is not prepared to speak with the UH. There has been breach of confidentiality on the Hawaiian side on more than one occasion.

We have asked several times for the information and confirmation needed to complete this deal, nobody in Hawaii seems to be able to provide it to secure the final contract.

We need to see a contract from YOU stating that you are authorised to represent the UH in this matter. There seems to be come confusion over this matter.

We have a deal ready to go.

UH Hawaii cancelled the show NOT the artist.

You and or the University of Hawaii put tickets on sale before management had signed and completed the deal. This put you in breach of artist contractual agreement, after our explicit instructions not to do so.

, and I are trying to work with you to to have this performance staged in Honolulu on Aug 18 2012

To make this happen we would need to see the contract that you have with the University of Hawaii that we have requested on several occasions.

is a trusted and upstanding individual and NONE of this situation can be held liable for.

If the tickets had not gone on sale in Hawaii the deal would be completed now as the President of the University is now aware of.

There are only 2 options, either close this deal immediately and provide Management with the paperwork they need including who is actually meeting the final payment of 500k USD for this show or request the University deposit of US\$200,000.00 back on official University headed paper for us to present to Management for a refund.

Failing proof that can deliver , at this point both UH and I want our money back.

Can you answer questions?

Did you get any of the money?

Finally what made you choose / to do this deal?

Have you worked with him before?

Ball's in 's court.

No more claims of trade secrets. Time has come for full disclosure !!!

]

--
Kindest regards,

Any offers to artistes, agents, promoters and/or venues are without prejudice and subject to a written and signed contract.

are not responsible for the compliance by Contractors or Artists with their respective obligations although we take all normal precautions. are acting as agents and not as principal and as such accepts no liabilities for any acts, failures, errors and omissions on part of the principal.

The information in this Internet e-mail (and any attachments) is confidential, may be legally privileged and is intended solely for the Addressee(s) named above. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, then any dissemination or copying of this e-mail (and any attachments) is prohibited and may be unlawful. If you received this e-mail in error, please immediately notify us by e-mail or telephone, then delete the message. Thank you.

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Kindest regards,

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From:
Sent: Friday, August 03, 2012 9:05 AM
To:
Subject: Fwd: Friday the 13th conference call?

From:
To:
Sent: 7/14/2012 11:28:23 P.M. Hawaiian Standard Time
Subj: Re: Friday the 13th conference call?

I know...

told me last night to stop worrying and we'll get this done, they just want to be so careful as nobody expected this to blow up as badly as it did :(

On Sun, Jul 15, 2012 at 11:24 AM, _____ wrote:
If we get done ... the pressure will be over on all of us.

Help

In a message dated 7/14/2012 10:53:08 P.M. Hawaiian Standard Time, _____ writes:

Ok i'll tell what's been said here.

All he's doing is being careful and thinking ahead as we have one shot at this now and we want it to be 100% successful as do you.

I'll get back to you asap :)

x

On Sun, Jul 15, 2012 at 10:30 AM, _____ wrote:
They are 100% on board ... unfortunately the people that were point men on this deal are all on paid leave until this show happens.

I am still under contract with the UH to provide _____ on 18th.

I am the one you are hurting ... If you get the contract to me for the 18th ... I will have the money and letter in 2 business days. I trusted you ... you need to trust me.

I am the one ... the one whom on the University's behalf ... that you are dealing with ... Now I am the one they will sue if _____ doesn't play.

Contract first

Then who do I have the UH make the letter out to?

In a message dated 7/14/2012 8:30:17 P.M. Hawaiian Standard Time, _____ writes:

Update.....

needs a current letter from the UH or a point of contact there, due to all the bad press 's camp want to be 100% sure they're onboard.

On Sun, Jul 15, 2012 at 8:01 AM, _____ wrote:
????????????????

In a message dated 7/13/2012 6:48:59 A.M. Hawaiian Standard Time, _____ writes:

All we need to know at this point in time is who is putting up the rest of the money for this show and that needs to be committed to in writing as once 's management has sent the new contract the balance will be due in 48 hours.

On Fri, Jul 13, 2012 at 6:26 PM, _____ wrote:

—
Kindest regards,

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From:
ent: Friday, August 03, 2012 9:00 AM
To:
Subject: Fwd: Show/s Aug 2012

From:
To:
CC:
Sent: 7/18/2012 8:14:18 A.M. Hawaiian Standard Time
Subj: Re: Show/s Aug 2012

Thank you, we need the proof of transfer from your account to for management.

On Wed, Jul 18, 2012 at 8:11 PM, _____ wrote:
I'm working on the 200k receipt ... I enclose the 50k receipt.

In a message dated 7/18/2012 7:58:50 A.M. Hawaiian Standard Time, _____ writes:

**We need a copy of the 200k that you transferred.
Might as well send the 50k transfer as well though.**

On Wed, Jul 18, 2012 at 7:54 PM, _____ wrote:
...

I will ask for a copy of the transfer ... do you need a copy of my 50k?

In a message dated 7/18/2012 7:31:06 A.M. Hawaiian Standard Time, _____ writes:

Hi ,

We need a copy of the transfer for US\$200,000.00 please to get the ball rolling.

Please send back immediately.

On Wed, Jul 18, 2012 at 6:39 PM, _____ wrote:
Good morning..

Well guys I was waiting for you to get this done.

I think timing has become the enemy.

It is time to return the 200k back to the UH and me my 50k.

I have had further interest from China in .. just need the answers to my previous questions.

On ward and upward

In a message dated 7/18/2012 5:48:52 A.M. Hawaiian Standard Time,
_____ writes:

Dear _____,

I have been calling you but no answer however I did leave a message. I've been extremely concerned that I/we haven't heard from you for a few days. I have been speaking with _____, this show/s can be done, to do this we need cooperation and fast as we're running out of time. Please read below from _____ and advise in writing so that we can contact with a way forward.

No, your not crazy, but the only person that can get it done at this point is _____ and Mgmt. Because of the way they made us look like bad guys, and fraud etc... it has put a bad light on him, _____ etc. If _____ /University can guarantee payment despite what the contract says.... then he will push for the contract... basically thats the hold up... not to mention some points I made out below...

1. _____ / _____ maintains we did not commit or intend to commit any kind of ill gotten gains from the UH.
2. We were contracted to provide a booking/consulting service to _____ and consequently it seems, a service to UH
3. Before we could complete this service and AGAINST advisement not to do so:
 - a. Promotions, such as advertising, TV Commercials, internet and email blast etc
 - b. This began before _____ obtained Management approval.
 - c. Selling tickets to raise capital to pay for the service is considered arbitrage.
- § 1.1. of MOU states:
 - 1.1. Bookings are not confirmed until deposit and contracts are received and deposits and receipt of booking confirmation has been agreed upon with Artist/ Artist Management,
4. Our contract specifically states contract/artist is not confirmed until a management has given approval by signature.
5. _____ at this point has not canceled this event, and is willing to continue to provide services as contracted as long as _____ /UH are able, willing and ready to comply to the agreement(s)

§ of 12. of MOU states:

(12. **BREACH**

(12.1) Each of the terms and conditions of this MOU and Contract is necessary and essential for Artist, and/or Artist representative(s) full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the MOU or the Contract (including, without limitation, the payment of any monies due and any

services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Artist, and/or Artist representative shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Artist, and/or Artist representative(s) as partial compensation. If on or before the date of the Engagement. Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Artist, and/or Artist representative(s) good faith opinion), Artist, and/or Artist representative(s) shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately. Purchaser shall be deemed in anticipatory breach of contract. In such event, Artist, and/or Artist representative(s) shall have the right, without further obligation to Purchaser (i) to refuse to perform this Contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Artist, and/or Artist representative(s) as partial compensation; and (iv) Purchaser shall remain liable to Artist, and/or Artist representative(s) for the full contract price, including any percentage monies due. The foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

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