

WME

WME SPEAKERS

11 Madison Avenue, 18th Floor

New York, New York 10010

Phone: 212-903-1372

E-mail: jlesh@wmeentertainment.com

CONTRACT DATE:	February 4, 2019	SPEAKER:	Danielle Allen
EVENT DATE:	Thursday, September 12, 2019	SPEAKER'S COMPANY:	Democratic Knowledge, LLC
EVENT:	Keynote Address for Conversations on Morality, Politics, and Society (COMPAS) Series	PURCHASER:	Ohio State University
LOCATION:	Ohio State University Columbus, OH 43210	PURCHASER'S ADDRESS:	350 University Hall 230 North Oval Mall Columbus, OH 43210
WME AGENT:	Jeff Lesh	PURCHASER'S CONTACT NAME, PHONE & E-MAIL:	Don Hubin 614-688-1620 hubin.1@osu.edu

ITINERARY:

4:00PM: Lecture/Keynote (Approx. 45 minutes) followed by Audience Q&A (Approx. 25 minutes)

5:30PM: Reception/Book Signing (This is open to all attendees; Approx. 60 minutes)

7:00PM: Informal Dinner with a group of faculty and administrators (Approx. 10-15 guests; Approx. 90 minutes)

Any additions or revisions to this timetable are subject to Speaker's prior written approval.

REQUIREMENTS:

- Purchaser to have Speaker's book available at the Campus Bookstore prior to the event.
- Purchaser to provide and pay for all A/V/Hospitality requirements per Speaker's specifications.

ADVERTISING & PUBLICITY: As more fully set out in Section 3 of Addendum A:

- All advertisements, promotions and publicity materials for the Event are subject to Speaker's prior written approval.
- Speaker may not be photographed or recorded at the Event, without Speaker's prior written approval, however, Purchaser may record the event for internal, archival purposes.
- Speaker to post the full recording on a password protected site for students to view.
- In addition, Purchaser to use approx. 3-5 minutes of pre-approved footage in an event recap video. The final recap video is subject to Speaker's final written approval
- Purchaser will advertise the Event through multiple channels: their newsletters, website, Ohio State internal communications, and more.
- Purchaser will post the Event on the website as well as distribute a monthly newsletter to promote the Event.
- The event will be publicized in OnCampus approximately one week before the event.

Booking #007159

FEE:	US\$ 10,000 (Ten Thousand US dollars), GUARANTEED
PAYMENT:	US\$ 5,000 (Five Thousand US dollars) deposit is due on or before February 18, 2019 US\$ 1,000 (One Thousand US dollars) travel buyout is due on or before February 18, 2019 US\$ 5,000 (Five Thousand US dollars) balance is due on or before August 29, 2019
EXPENSES:	Purchaser to provide a \$1,000 airfare/home ground transportation buyout. In addition, Purchaser to provide first-class ground transportation in Event city, first-class hotel accommodations and meals for one (1) person for one (1) night at The Blackwell Inn, Columbus, OH. All travel expenses are to be paid in full by Purchaser prior to Event Date. Room(s) must be pre-registered. All meals and incidentals must be billed to the Purchaser.
CONTRACT:	Please return signed agreement not later than February 18, 2019 to the email address set forth above.
Make all payments to Speaker's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, by certified check to address above or via bank wire to [REDACTED] Account Name: [REDACTED] Account Number: [REDACTED]	
	ABA Number: [REDACTED] SWIFT Address: [REDACTED]

This Agreement is subject to the attached Additional Terms and Conditions (Addendum A), and any Speaker rider(s) attached hereto, which are incorporated herein by this reference.

PURCHASER

By: The Ohio State University
 Name Signed by: [Signature]
 Title: Alejandra Meechan
Senior Commodity Manager / Strategic Procurement
 Date: 4/25/19

SPEAKER'S COMPANY

By: [Signature]
 Name: Danielle Allen
 Title: James Bryant Conant University Professor

**ADDENDUM A
ADDITIONAL TERMS AND CONDITIONS**

1. **Payment.** Purchaser shall strictly comply with the payment terms in this Agreement. Timely payment of the Fee is of the essence. Failure to make any payment when due shall constitute a material breach of this Agreement. The acceptance of any payment after the date due shall not be construed as a waiver of Speaker's rights hereunder.
2. **Travel.** All transportation and accommodation arrangements shall be paid for by Purchaser and are subject to Speaker's prior written approval. Purchaser shall obtain Speaker's preferences prior to booking. Airfare may not be paid for by travel vouchers, donated airline tickets, air miles, hotel points or other restricted travel. Purchaser shall notify Speaker in writing of all approved reservations at least seven (7) days prior to the Event. Any private aircraft provided for Speaker's travel must meet industry standards for safety, and the aircraft provider must maintain aircraft liability insurance of at least Fifty Million Dollars (\$50,000,000) per occurrence, which policy shall name Speaker, Speaker's Company, and their agents and employees as additional insureds. This shall be in addition to any additional insurance that may be required by Speaker upon Speaker's receipt of the aircraft details from Purchaser. Speaker may decline to travel in any private aircraft that is not acceptable to Speaker.
3. **Advertising & Publicity; No Recording.** All advertisements, promotions and publicity materials for the Event, including, without limitation, any usage of Speaker's name, likeness, image, logo, trademark, voice and/or other identifications ("Speaker's Likeness"), shall be subject to Speaker's prior written approval. The Event may not be advertised, promoted or publicized in any manner until Speaker has received a fully executed copy of this Agreement and Purchaser's deposit. Speaker's Likeness may not be used as an express or implied endorsement of any product or service, or in connection with any commercial tie-up. Purchaser shall not, and shall not authorize others (including, without limitation, Purchaser or venue employees, representatives or contractors) to, photograph, record, publish, broadcast or otherwise exhibit or reproduce in any manner the all or any part of Event, and/or Speaker at any time during the Event, without Speaker's prior written approval
4. **Media; Additional Requests.** Except as may be expressly set forth in this Agreement, Purchaser shall not commit Speaker to any interviews, promotional appearances, meet & greets, or other activities without Speaker's prior written approval. The Fee is for the Event only (i.e. the speech or other agreed performance); any additional activities, or any material changes in the nature of the Event (including, without limitation, the venue, its capacity, the purpose, the ticket price (if applicable), the sponsor or the other speakers on the agenda) are subject to Speaker's prior written approval and may require an additional fee.
5. **Venue; Compliance.** Purchaser shall provide a well-heated/air-conditioned, lighted, safe and proper place for the Event, in good condition together with all necessary stage accessories and properties including microphones and amplification system in proper working condition (and as set forth in the Speaker rider(s), if any). Purchaser shall limit the audience to no more than the legal number permitted at the place of the Event. Purchaser shall ensure compliance with all applicable requirements of any unions, and all laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the Event. Purchaser shall pay any and all local, State and/or Federal rental, amusement, sales or other such taxes as may be required by law.
6. **Purchaser's Breach.** If Purchaser fails or refuses to provide any item specified herein, or fails or refuses to make any payment as provided herein or to proceed with the Event, or is otherwise in breach or default of any other term or condition of this Agreement, then Speaker shall have no obligation to perform this Agreement and shall retain all deposits received from Purchaser, and Purchaser shall remain liable to Speaker for the full Fee. Additionally, if Purchaser fails or refuses to perform any contract with any other speaker or performer for any engagement prior to the Event, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory, then Speaker shall have the right to demand immediate payment of the full Fee. If Purchaser fails or refuses to make such payment immediately, then Speaker shall have the right to cancel this Agreement by written notice to Purchaser, and in such event Speaker shall retain all deposits received from Purchaser, and Purchaser shall remain liable to Speaker for the full Fee.
7. **Speaker's Cancellation.** Speaker may cancel this Agreement for any reason by written notice to Purchaser at least thirty (30) days prior to the Event. Additionally, if Speaker is unable to perform because of illness, disability or death of Speaker or a member of Speaker's family or other close associate, then Speaker may cancel this Agreement by written notice to Purchaser at any time. If Speaker cancels this Agreement pursuant to this paragraph, then Speaker shall refund to Purchaser any deposits received from Purchaser, and Speaker shall have no further liability to Purchaser in connection with the Event.
8. **Force Majeure.** If the Event or Speaker's performance hereunder is prevented because of any act of God, act or regulation of any public authority, civil disorder, strike or other labor difficulty, epidemic, interruption in or delay of transportation services, war conditions or emergencies, or any other cause beyond the affected party's reasonable control (collectively, a "Force Majeure Event"), then Speaker shall refund to Purchaser any deposits received from Purchaser, and Speaker shall have no further liability to Purchaser in connection with the Event; provided, however, that if the Event is prevented by a Force Majeure Event but Speaker is ready, willing and able to perform (but for the Force Majeure Event), then Purchaser shall remain liable to Speaker for the full Fee; provided further that in all instances, Purchaser shall remain liable for all transportation and accommodations as specified in this Agreement.
9. **Manner of Performance.** Speaker shall have exclusive control over the means and methods employed in fulfilling Speaker's obligations hereunder, in all respects and in all details. This agreement shall not, in any way, be construed so as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.
10. **Insurance; Indemnification.** Purchaser has the rights to self-insure. Purchaser shall obtain and maintain, through completion of the Event, public and comprehensive general liability insurance coverage of not less than Five Million Dollars (\$5,000,000) per occurrence indemnifying and holding harmless Speaker, Speaker's Company, Speaker's traveling party, and Speaker and Speaker's Company's respective officers, directors, principals, agents, employees and representatives (the "Speaker Parties"), from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to the Event or arising out of or in connection with this Agreement. Purchaser shall provide evidence of such insurance coverage by providing Speaker with certificates of insurance naming the Speaker Parties as "additional insureds" and providing that Speaker shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. Speaker's failure to request, review or comment on any such certificates shall not affect Speaker's rights or Purchaser's obligations hereunder. Speaker agrees to indemnify and hold harmless Purchaser from and against any third party loss, damage or expense, including reasonable outside attorneys' fees and costs incurred or suffered by or threatened against Purchaser in connection with or as a result of Speaker's material breach of any of the terms and conditions of this Agreement.
11. **Negligent Acts or Omissions.** Purchaser shall be responsible for any liability, claim, loss, damage or expenses, including reasonable attorney fees, arising from its negligent acts or omissions in connection with the performance of this Agreement or its failure to comply with the terms of this Agreement.
12. **Confidentiality.** The parties agree that the terms and conditions of this Agreement, including without limitation, the Fee, are confidential. The parties shall not disclose any such information (except to its authorized representatives, as required by legal process, or to enforce such party's rights hereunder, and except that Speaker may disclose the amount of the Fee for "quote" purposes), and acknowledge that any breach of these confidentiality terms shall constitute a material breach of this Agreement.
13. **Marks.** Nothing contained herein will be construed to convey to Purchaser any rights to use the trademarks, logos, uniforms or identifications ("Marks") of any team, association, group, company, sponsor or other entity associated with Speaker in any way. All rights to the use of the Marks must be acquired by Purchaser from the appropriate rights holder, and if the Marks are used by Purchaser then, Purchaser (i) will provide Speaker in advance of use satisfactory written evidence of its right to use the Marks.
14. **Agent.** The parties agree, for the benefit of William Morris Endeavor Entertainment, LLC ("WME"), that such company acts only as agent for Speaker and shall not be liable for any acts or omissions of any party to this Agreement, and neither Purchaser nor Speaker/Speaker's Company will name or join WME or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit arising out of or related to this Agreement or the Event.
15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties hereto, and may not be amended or assigned except by a written instrument signed by the parties. All rights and remedies accorded to the parties hereunder, or by operation of law, shall be deemed to be cumulative and the pursuit of one right or remedy shall not be deemed or construed to be a waiver of any other right or remedy allowed hereunder or by operation of law. If any part of this Agreement is determined to be void, invalid or unenforceable, then such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement. Purchaser warrants that the individual executing this Agreement on behalf of Purchaser is an authorized representative of Purchaser with the power and authority to bind Purchaser to this Agreement. This Agreement is not binding upon Speaker until executed by Speaker/Speaker's Company and delivered to Purchaser. The validity, construction and effect of the agreement shall be governed by the internal laws of the State of Ohio, without regard to the choice of law principles thereof or to the place of the Event. The parties expressly submit to the exclusive jurisdiction of the courts of the Ohio Court of claims.

Booking #007159