



Dear Allan Blutstein:

I am writing in response to your recent request for records under the Virginia Freedom of Information Act (FOIA), Va. Code § 2.2-3700 et seq., for the following records:

- *Contract/agreement associated with the lecture provided by Harvard professor Danielle Allen on February 1, 2018 as part of the "Engagements Lecture Series."*

Attached you will find records responsive to your request. You may also login to the University of Virginia Public Records Center to view and download the records at any time: <https://foia.virginia.edu/request-records>. Your username is [ablutstein@americarisingllc.com](mailto:ablutstein@americarisingllc.com). If you are a first-time user, you will need to setup your password.

Please let me know if you have any questions. Thank you for contacting this office.

Sincerely,

Freedom of Information Act Officer

University of Virginia  
[www.virginia.edu/foia](http://www.virginia.edu/foia)

**FIRM OFFER**

Please note that should the speaker accept this Firm Offer, it will be considered a **binding** agreement and you are thus obligated to **sign a contract** and ~~pay a deposit of 50%~~. Please submit this Firm Offer only when you are completely prepared to sign a contract.

Please fill out the following information in its entirety:

**SPEAKER/ARTIST YOU ARE REQUESTING:**

- 1) Organization: **Univeristy of Virginia College of Arts & Sciences**
- 2) Date of Engagement: **September 11, 2017 or September 12, 2017**
- 3) Location of Event (Please provide, address, phone number and website):  
**The University of Virginia**  
**Monroe Hill**  
**434-924-3312**

**Paramount Theatre**  
**215 E Main Street, Charlottesville, VA 22902**  
**434-979-1333**  
[www.theparamount.net/](http://www.theparamount.net/)

- 4) Timeline of Events (If exact times are TBD, please provide an estimate):

**Meeting w/ UVA College Fellows 4:00pm – 5:30pm**  
**Lecture @ Paramount 7:00pm – 8:30pm**  
**Reception following Lecture 8:30pm-9:30pm**

- 5) Speech Topic You'd Like Speaker to Address:

**Democracy and Education**

- 6) Name of Event:

**Title TBD. (This is the inaugural lecture in UVA's new Pilot General Education Lecture Series)**

- 7) Audience (Approximate number of attendees and who they are):

**Meeting: 30 Faculty appointed as instructors in the College of Arts & Sciences new Engagements Program: a first-year experience for students enrolled in UVA's new General Education Curriculum.**

**Lecture: 1200 attendees**

- **540 first-year UVA students enrolled in the College's new general education curriculum**
- **100 professors, staff, and stakeholders at UVA**
- **560 seats for the general public**

- 8) The Event is:

Private (not open to general public advertising); OR

public; invited guests/members only; no

Public; (open to general public thru ticket sales/advertising)

IF PUBLIC: Seating capacity:   560   for public audience  Ticket prices:   \$2.50   (covers venue's Historic Preservation Fee per attendee)

**9) Fee You Are Offering: \$15,000**

**10) Travel Expenses:** Standard expenses include: first class air, hotel, professional car service in both home and event city, meals and incidentals. **PLEASE NOTE: We cannot accept travel vouchers, donated airline tickets, miles, hotel points or any other restricted travel. All airfare must be fully exchangeable and refundable. Travel will be arranged by WME and paid for by your organization.**

Please indicate below what you are providing:

First Class Airfare for   1   (# of people)

Private Plane\* Will require completion of aircraft questionnaire

\$        Flat airfare buyout

Fully Refundable Coach Airfare for        (# of people)


Professional Ground Transportation in **Home** and **Event City**

Hotel, Meals and Incidentals for   1   (# of people) hotel for   2   (# of night(s))

**11) Hotel Accommodations (If different from Event Venue):**

Omni Hotel  
212 Ridge McIntire Road  
Charlottesville, Virginia 22903

**12) The name, TITLE, company, address, phone number, and email of the person who will be signing the contracts if the speaker should confirm:**

Eric Denby  
Director of Procurement and Supplier Diversity Services  
University of Virginia  
1001 N Emmet St.  
PO Box 400202  
Charlottesville, VA 22904  


**13) Media:**

-Please specify if there is to be any public promotion/advertising and if so, please give specifics (announcement date, specific marketing plans and methods):

-Media Requests: If applicable, please specify any **requests** for media interviews:

**Announcement of Lecture Series will be made in early June.**

**UVA will advertise on grounds and via its in-house publications (UVA Today, Inside A&S, Cavalier Daily)**

**Paramount Theatre will promote event through their regular promotional materials which include the full fall lineup**

**14) BOOKS or MERCH:** If applicable, would you be interested in possibly purchasing books or merchandise?

Yes  No  Undecided

Potentially interested in purchasing 560 copies of "Our Declaration" by Danille Allen

15) Additional Information About Your Event/Organization:

-Event Objective:

**Introductory lecture for extended lecture series on the nature of the University and it's impact on our students**

-Attire: (Casual/Business Casual/Business/Black Tie)

**Business Casual**

-Annual Event: (Yes/No)

**yes**

-Past Speakers at This Event:

**This is the Innagural Event**

-Additional Speakers or Performers Participating at this Event:

**None identified at this moment**

-Organization's website:

[www.virginia.edu](http://www.virginia.edu)

-How can we connect with you on social media?

Facebook:

Twitter:

Please acknowledge that this offer is FIRM and that you are an authorized signatory of the organization:

**\*TYPED SIGNATURE WILL SUFFICE**

Signed:

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Authorized Signatory

Date

Stay connected with **WME Speakers**

Follow us on [Twitter](#) and like on [Facebook](#)



**ATTACHMENT A**  
**University of Virginia Contract Acceptance Form**  
**A Commonwealth of Virginia Institution of Higher Education**

VENDOR NAME: WILLIAM MORRIS ENDEAVOR ENTERTAINMENT

University of Virginia Tracking #: 1424854

WHEREAS, the University of Virginia ("University") and the Vendor are entering into a contract and, for their mutual convenience, the parties are using the standard contract form/agreement/terms & conditions/etc. provided by the vendor (referred to hereafter as the "Vendor's Contract Form").

WHEREAS, the University, as a public institution of higher education in the Commonwealth of Virginia, is precluded by law, regulation and/or policy from accepting certain clauses/contractual provisions that may appear in the Vendor's Contract Form.

WHEREAS, as used herein, the term "Agreement" means this Addendum and the Vendor's Contract Form together with any other addenda or exhibits constituting part of the written contract between the parties. This Agreement constitutes the entire agreement between the University and the Vendor. This Agreement may not be waived or modified except by written agreement between the parties. In the event that the Vendor enters into terms of use agreements or other agreements or understandings with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

THEREFORE, by my signature, the attached Vendor's Contract Form is, with the exceptions noted below, acceptable to the University.

For the Rector and Visitors of the University of Virginia

Eric Denby, Director  
Procurement and Supplier Diversity Services

Exceptions to the Vendor's Contract Form:

1. Requiring or stating that the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
2. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement, or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia. This Agreement will comply with all applicable laws of the Commonwealth of Virginia and the University's Purchasing Terms and Conditions.
3. Requiring the University to indemnify or hold harmless the Vendor for any act or omission. To the extent permitted by the laws of the Commonwealth of Virginia, the University will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this agreement. The Vendor agrees that it will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this agreement. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.
4. Renewing or extending this Agreement beyond the contract term or automatically continuing the contract period from term to term. Any extension or renewal must be mutually agreed to by both parties.
5. Requiring the University to maintain any type of insurance either for the University's benefit or for the Vendor's benefit.

**ATTACHMENT A – Page 2**  
**University of Virginia Contract Acceptance Form**  
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6. In the case of Vendor indemnities, requiring the University to give sole control over the litigation and/or settlement of any claim. Any compromise or settlement of any claim shall be approved in accordance with Code of Virginia §2.2-514.
7. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through §2.2-4355; Prompt Payment.
8. Requiring the University to agree to or be subject to any form of equitable relief not authorized by the Constitution or the laws of Virginia
9. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
10. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the University if the Agreement is terminated before the end of the contract term.
11. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the University before the Agreement is considered in effect, or otherwise delaying the acceptance of this Agreement or its effective date beyond the date of execution by the University.
12. Changing the time period within which claims can be made or actions can be brought under the laws of the Commonwealth of Virginia.
13. Prohibiting the University from recovering its lawful damages incurred as a result of a breach of this Agreement.
14. Limiting the liability of the Vendor for property damage or personal injury.
15. Permitting unilateral modification of this Agreement by the Vendor.
16. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
17. Obligating the University to pay costs of collection or attorney's fees.
18. Granting the Vendor a security interest in property of the University.
19. Obligating the University to pay taxes for tax exempt goods/services. (Our tax exempt registration number is 54-6001796.)
20. Requiring title to transfer other than at the University's facility.
21. Requiring the Vendor Contract Form to be kept confidential or that pricing/fees be kept confidential.
22. Requiring the waiver of a jury trial.
23. Requiring a deposit payment be made or requiring payment terms other than what the Vendor agreed to when they registered with the University. The payment date is determined from receipt date of a correct invoice.



**WME SPEAKERS**

11 Madison Avenue, 18<sup>th</sup> Floor  
New York, New York 10010

<b>CONTRACT DATE:</b>	December 15, 2017	<b>SPEAKER:</b>	Danielle Allen
<b>EVENT DATE:</b>	Thursday, February 1, 2018	<b>SPEAKER'S COMPANY:</b>	DANIELLE ALLEN
<b>EVENT:</b>	Inaugural Lecture for UVA's new Pilot General Education Lecture Series	<b>PURCHASER:</b>	University of Virginia
<b>LOCATION:</b>	University of Virginia Monroe Hill Charlottesville, VA	<b>PURCHASER'S ADDRESS:</b>	1001 N Emmet St. PO Box 400202 Charlottesville, VA 22904
	AND		
	Paramount Theatre 215 E Main Street Charlottesville, VA 22902		
<b>WME AGENT:</b>	Theresa Brown	<b>PURCHASER'S CONTACT NAME, PHONE &amp; E-MAIL:</b>	Eric Denby [REDACTED] [REDACTED]

**ITINERARY:**

- 4:00 p.m.-5:30 p.m. Informal gathering (on campus) with 30 faculty/college fellows (No prepared remarks)
- 7:00 p.m.-8:30 p.m. Lecture (at Paramount Theatre)
- 8:30 p.m. -9:30 pm. Reception

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

**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.

<b>FEE:</b>	<b>US\$15,000 (FIFTEEN THOUSAND dollars), GUARANTEED</b>
<b>PAYMENT:</b>	<b>US\$15,000 balance</b> is due on or before <b>February 1, 2018</b>
<b>EXPENSES:</b>	Purchaser to provide first-class expenses for (1), including first-class roundtrip airfare OR professional ground transportation to Dulles, VA airport (at SPEAKER's discretion), first-class ground transportation in Home and in Event city, first-class hotel accommodations and meals and incidentals for (1) person for up to (2) nights. All travel expenses are to be paid in full by Purchaser prior to Event Date. <b>Room(s) must be pre-registered. All meals and incidentals must be billed to the Purchaser.</b>
<b>CONTRACT:</b>	Please return signed agreement not later than <b>December 22, 2017</b> 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]

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: \_\_\_\_\_  
Name:  
Title:

**SPEAKER**

By: \_\_\_\_\_  
Name:  
Title:



**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. Purchaser shall pay all costs of collection including, without limitation, reasonable attorneys' fees and costs.

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 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. Without limiting the generality of the foregoing, Purchaser hereby indemnifies, defends and holds harmless the Speaker Parties from and against any loss, damage or expense, including reasonable attorneys' fees and costs, incurred or suffered by or threatened against any of them in connection with or as a result of (a) Purchaser's negligence, act(s) or omission(s) or breach of this Agreement or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party as a result of or in connection with the Event, which claim does not result from the active and willful misconduct or gross negligence of Speaker.

11. **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.

12. **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, and (ii) agrees to indemnify, protect and hold harmless Speaker from and against any and all claims, damages and/or losses that may arise from Purchaser's use of the Marks.

13. **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.

14. **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 New York, 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 State of New York in New York County.