



DEAL MEMO

This date will not be held until the Deal Memo is signed and returned.

Client: James Madison University
 Speaker: Danielle Allen
 Event Date: Thursday, November 19, 2015
 Event Venue/City/State: TBD, Harrisonburg, VA
 Event Name: The Madison Vision Series
 Speech Topic: Our Declaration
 Complete Schedule: 11:00am: Student/class discussion followed by luncheon
 3:00pm: Keynote lecture w/q&a, reception and booksigning to follow;
 Conclusion: 5:00pm

Honorarium: \$10,000.00 Currency: U.S.
 Travel Expenses: Sponsor to be responsible for the following expenses : Economy Non-Refundable Airfare. The Lavin Agency to book, purchase and invoice Sponsor for Speaker's round-trip, non-stop, direct (when available) airfare. Hotel: Sponsor to book and pay in advance (or direct bill) for hotel accommodation as required. Sponsor to arrange & pay for, or provide, ground transportation in event city.

Audio/Visual Requirements: Speaker will sometimes use powerpoint (to be confirmed prior to each event) and requires clip on mic.
 Dietary restrictions: Speaker is allergic to mangos.

Special Provisions:

This document, when signed below and delivered to The Lavin Agency ("Lavin"), constitutes a firm and binding offer which the above-named organization (the "Client") agrees to keep open, and not to revoke or revise, for a period of not less than 30 days from the date hereof in consideration of Lavin's undertaking to seek the acceptance thereof by the speaker. If within that period the speaker named above accepts this offer and notice of such acceptance is given by Lavin to the Client, then the terms of this offer will constitute the entire agreement between Lavin and the Client, and the agreement shall be deemed to be an agreement under seal .

The Client shall pay the full honorarium 48 hours after the Event Date. The Client shall be responsible to pay Lavin for all travel expenses incurred as listed above promptly upon invoice . If the speaker agrees to the event, and the Client cancels the engagement more than 60 days prior to the event, excepting only if the event is cancelled because of Acts of God or other good cause beyond the Client's reasonable control ("force majeure"), the Client agrees to pay 50% of agreed honorarium as cancellation fee . If the Client cancels the engagement after the speaker has agreed to it and less than 60 days prior to the event date, again excepting only if the event is cancelled because of Acts of God or other good cause beyond the Client's reasonable control ("force majeure"), the Client will owe Lavin the full balance of the honorarium plus any expenses actually incurred for travel and accommodations .

Client agrees not to reproduce any part of the Speaker's presentation without the prior written consent of Lavin . Client agrees to approve all event sponsors with Agency and /or Speaker. Client will provide up to four (4) complimentary tickets, passes, or registrations to the event or conference , for guests of the Speaker, upon request.

~~This offer, and any agreement arising from the acceptance of it, shall be construed and enforced in accordance with the substantive laws of the State of New York without regard to the conflicts of laws provisions thereof . In any action arising hereunder, the prevailing party shall recover his, her or its costs, including reasonable attorneys' fees, from the other party. The terms and conditions of this agreement including any information exchanged during the negotiation of the agreement are confidential and may not be disclosed to any third party . The Client acknowledges that they may be held liable if a breach occurs and it may be construed by Agent as a cancellation .~~

Date: 12-9-14

Signature: *Diana Puffenberger* (Seal)

Print Name: Diana Puffenberger

Title: Manager - Spot Team - Procurement Services

PLEASE FAX TO 416-979-7987
Attention: Tom Gagnon