

## Engagement Contract: Ana Castillo

This Engagement Contract ("Contract") entered into effective as of 6/7/2013 (the "Effective Date") by and between The Lyceum Agency, LLC (915 SE 35<sup>th</sup> Avenue, #205, Portland, OR 97214), the authorized agency of the Speaker (as defined below), hereafter referred to as "Agency" and Ohio State University, hereafter referred to as "Sponsor."

Agency will provide to Sponsor the services of <u>Ana Castillo</u>, hereafter referred to as "Speaker", to lecture at.

PLACE: Ohio State University (Columbus, OH)-Various Campus Locations

DATE: Wednesday, March 19, 2014

TIME: Various Times TBD

#### PROGRAM:

- TBD (PM)—45-minute reading (with commentary) followed by 15 minutes of open audience Q&A (audience, approx 150 students, faculty and campus community members)
- TBD (PM, directly following reading)—Book signing (on-site sales to be coordinated by Sponsor)
- TBD (evening)—30-minute lecture at Latino Buckeye Dinner (audience approx 200 invited guests and honorees).

NOTE: Please allow sufficient time prior to the lecture to allow for full AV check with professional tech person

SPECIAL REQUEST: Ms. Castillo is invited to join a select group of students and faculty for lunch should her energy level and travel plans permit

PRODUCTION REQUIREMENTS: The performance space should be equipped with a stage, podium, microphone and appropriate lighting. For larger audiences the use of question cards or floor mics is HIGHLY recommended for Q & A

OTHER: Any other activities must be cleared through our office in advance of the event. No lecture or program or any part thereof is to be reproduced, including but not limited to the reproduction by broadcasting, visual recording or audio recording without the written permission of the Agency or the Speaker.

TERMS: A fee of \$6,000, plus refundable fare ticket for round trip coach air travel for 1 (nonstop whenever possible), as many as 2 nights of hotel accommodations (at hotel with restaurant or in walkable area), meals and all ground transportation (to/from: airport and home, airport and hotel, and venue and hotel as required).

Agency will book air travel and invoice the Sponsor. Sponsor is responsible for booking hotel (which must have room service or be in a pedestrian-friendly area) and arranging for local ground transportation.

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(which must be provided through professional car service that is licensed and bonded or by an employee or official representative of Sponsor).

The Sponsor agrees to pay the Agency as consideration for Speaker's services the amount set forth in the terms above. Payment must be sent to the Agency the day of the appearance. Checks should be made payable to The Lyceum Agency, LLC (EIN 20-1863814)

COLLECTION: If Sponsor fails to pay the Agency for services performed by the Speaker as outlined above and a lawyer must collect fees and costs due under this agreement from Sponsor, Sponsor agrees to pay the reasonable expenses and attorney fees for the time and the costs to do the collection

It is understood that this Contract is binding on both parties, it cannot be cancelled except as follows. The Agency and the Sponsor mutually agree that either party may cancel this Contract and all parties shall be released from any liability or damages hereunder, if the Speaker or the Sponsor is unable to fulfill the terms of this Contract due to an act of God or any other legitimate conditions beyond the control of the Speaker or the Sponsor. However, it is agreed by both parties that best efforts will be made by both parties to so adapt that the lecture be presented as scheduled.

SPONSOR SIGNATORY:

Geoffrey S. Chatas, Senior VP and CFO Ohio State University 108 Bricker Hall 190 North Oval Mall Columbus, OH 43210 Tel: 614-292-7970 **EVENT CONTACTS:** 

Frederick Luis Aldama, Director of Latino Studies, Distinguished Professor Department of English Ohio State University Columbus, OH Tel 510-367-9112 aldama 1@osu.edu

Indra Leyva, Intercultural Specialist Multicultural Center, Office of Student Life Ohio State University Tel 614-688-8449 leyva-santiago 1@osu edu

The representative of the Sponsor in signing this Contract warrants that (s)he signs as a duly authorized representative of the Sponsor and does not assume personal liability. The Agency representative in signing this Contract warrants that the Agency has the expressed authority to sign on behalf of the Speaker.

Your signed copy of the Contract is acknowledgement that the Speaker has accepted this engagement and has agreed to appear at the time and place specified above. The Lyceum Agency reserves the right to withdraw this offer should this signed Contract and deposit (if required) not be received by the Agency within 21 days of the date "entered into."

This Contract is governed by the laws of the State of Oragon and cannot be changed except in writing and signed by both parties

For The Lyceum Agency, LLC Minam Feuerle

(Agency)

For Ohio State University
Geoffrey S. Chatas, Senior VP and CFO

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Please sign one copy of this Contract and return to us for counter signature via mail or email. We will then send you a counter-signed copy for your records and an invoice for lecture fee/deposit via email. If you require a true original, please indicate that when sending us the signed contract



# Addendum to Engagement Contract: Ana Castillo

This Addendum to Engagement Contract ("Addendum") entered into effective as of 4/21/2013 (the "Effective Date") by and between The Lyceum Agency, LLC (915 SE 35<sup>th</sup> Avenue, #205, Portland, OR 97214), the authorized agency of the Speaker (as defined below), hereafter referred to as "Agency" and Ohio State University, hereafter referred to as "Sponsor." This Addendum modifies the Engagement Contract ("Contract," Effective Date 6/7/2013).

Agency will provide to Sponsor the services of Ana Castillo, hereafter referred to as "Speaker", to present at:

PLACE: Ohio State University (Columbus, OH)—TBD

DATE: Wednesday, April 8, 2015

TIME: Various Times TBD

### PROGRAM:

- 1) TBD (PM)—45-minute reading (with commentary) followed by 15 minutes of open audience Q&A (audience: approx. 150 students, faculty and campus community members).
- 2) TBD (PM, directly following reading)—Book signing (on-site sales to be coordinated by Sponsor).

TERMS: The Sponsor agrees to pay the Agency as consideration for Speaker's services the amount set forth in the terms above. A deposit of 75% (\$4,500) is required to validate this agreement and is due upon Sponsor's receipt of an executed Addendum. In the event of a cancellation, every effort will be made to reschedule Speaker's presentation within the following 12 months. If the event cannot be rescheduled and cancellation is due to Sponsor, the deposit is non-refundable. If cancellation is due to Speaker, the deposit will be refunded. Balance of payment must be sent to the Agency the day of the appearance. Checks should be made payable to The Lyceum Agency, LLC (EIN 20-1863814).

PLUS Sponsor will purchase refundable fare ticket for round trip coach air travel for 1 (nonstop whenever possible), as many as 2 nights of hotel accommodations (at hotel with restaurant or in walkable area), meals and all ground transportation (to/from: airport and home, airport and hotel, and venue and hotel as required).

The representative of the Sponsor in signing this Addendum warrants that (s)he signs as a duly authorized representative of the Sponsor and does not assume personal liability. The Agency representative in signing this Addendum warrants that the Agency has the expressed authority to sign on behalf of the Speaker.

This Addendum is governed by the laws of the State of Gregor and cannot be changed except in writing and signed by both parties.

For The Lyceum Agency, LLC Miriam Feuerle	For Ohio State University  Geoffrey S. Chatas, Senior VP and CFO  Parameter. Character Dir.
Ву:	By: Der
(Agency)	(Sponsor)

## NEW OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM [OPERS] LANGUAGE REQUIRED UNDER SECTION 145.037 OF THE OHIO REVISED CODE Effective September 28, 2013

All individuals employed by \_\_\_\_\_\_ who provide personal services to The Ohio State University are not public employees for purposes of Chapter 145 of the Ohio Revised Code, as amended.



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For The Lyceum Agency, LLC Miriam Feuerle

For Ohio State University

Geoffrey S. Charas, Senier VP and CFC PROPER K. LHUNG U DIT.

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