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USA

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JULIAN CASTRO

SAN ANTONIO

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 21 Jan 2014 between SAN ANTONIO (hereinafter referred to as "PRODUCER") furnishing the services of JULIAN CASTRO (hereinafter referred to as "ARTIST") and OHIO STATE UNIVERSITY/Valarie Lee (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference

1. ENGAGEMENT VENUE(S):

OSUS FAWCETT CONFERENCE CENTER
2400 Olentangy River Road
Columbus, OH 43210
USA

2. DATE(S) OF ENGAGEMENT: Tue 06 May 2014

- a. Number of Shows: 1
- b. Show Schedule(s):
 - 01:00 PM Lunch with keynote and conversation with audience
 - 03:00 PM Meet and Greet, (15 min.)
 - 03:30 PM Closed session for campus student association groups, (60 min.)

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

\$15,000.00 USD (Fifteen Thousand U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S)

\$2,000.00 USD for Airfare due 17 Feb 2014 -- Airfare Buyout

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

Production Contact:

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation: PURCHASER shall provide a \$2,000 airfare buyout.
- b) Accommodations: PURCHASER shall provide and pay for accommodations at The Blackwell Hotel as follows: [1] suite for [1] night.

- c) Air freight and excess baggage: PURCHASER shall pay for all air freight and excess baggage as required by ARTIST.
- d) Ground transportation: PURCHASER to provide and pay for first class ground transportation to/from airport/hotel/venue in event city as required by ARTIST.
- e) Meals and incidentals: PURCHASER shall provide and pay for all meals and incidentals per ARTIST specifications.
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

MARKETING/PUBLICITY:

- ARTIST's participation may not be publicized until a signed copy of this agreement and the full deposit has been received.
- All advertisements and publicity materials shall be submitted to WME for review and written approval prior to publication.
- Any advertisement or promotion of event, using ARTIST name, or likeness, must be approved by ARTIST or ARTIST's representative.
- All advertising plans and promotions are subject to ARTIST's prior written approval. Prior to any use, PURCHASER shall email its advertising plan and all promotions.
- All usage of the ARTIST's name, likeness, image, logo, trademark, voice and/or other identifications shall be subject to ARTIST's prior written approval.
- PURCHASER shall use only ARTIST supplied, or ARTIST pre-approved, advertising materials.

CONTRACT RETURN DATE:

- PURCHASER shall return buyer signed contract to WME within [14] days of the date the contract was issued.

CONFIDENTIALITY:

- It is acknowledged that the terms and conditions of this Agreement, including limitation, the amount of compensation paid to the ARTIST is confidential. It is further acknowledged that certain proprietary information provided by PURCHASER to PRODUCER during the negotiation of this Agreement may also be confidential. The Parties shall not publically disclose any confidential information and acknowledge that any breach, negligent or intentional, of this confidentiality shall be deemed a material breach of this Agreement for which the breaching Party may be held liable.

PAYMENT/FEE:

- The payment terms as set out in this Agreement shall be compiled with strictly by PURCHASER. The timing of the payments is of the essence. In the event that any payment is not received by the due date, such non-payment constitutes a material breach of this Agreement by the PURCHASER. The acceptance by WME of any payment after the due date shall not be constructed to be a waiver.
- The fee listed is understood to be for the Engagement (i.e. the speech or other performance) only; any additional activities must be negotiated independently with PRODUCER and set forth in writing. Any material change in the nature of the Engagement including without limitation, the Venue, the size of the audience, the purpose, the sponsor or the other speakers on the agenda, shall constitute a breach of the Agreement without the prior written approval of PRODUCER.

FILMING:

- There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances.

MISC:

- It is agreed and understood that there shall be NO sponsors in connection with the engagement(s) and/or in any advertising/promotions unless previously approved by PRODUCER in writing. If so approved, PURCHASER shall not incur any obligations on behalf of ARTIST in connection therewith.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. **DEPOSIT in the amount of \$7,500.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **24 Feb 2014**; (Deposit)

DEPOSIT in the amount of \$2,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **24 Feb 2014**; (Airfare Buyout)

DEPOSIT in the amount of \$7,500.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **07 Apr 2014**; (Balance)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Jeff Lesh
1325 Avenue of the Americas
New York, NY 10019
USA

OR via bank wire as follows

| | |
|---|--|
| CITY NATIONAL BANK 400 Park Avenue New York, NY 10022 | Account Name William Morris Endeavor Entertainment, LLC Account Number 665-130037 ABA Number 026013958 SWIFT Address CINA US 6L ORG Ohio State University / REF San Antonio / May 06, 2014 |
|---|--|

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

b. Unless specified otherwise herein, BALANCE of the monies shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (Fed. ID# 26-4798946), via bank wire or certified check to be received not later than forty-eight (48) hours prior to the first appearance of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

N/A

12. EXPENSES:

| TYPE | FLAT AMOUNT | % AMOUNT | PER TICKET | MAX AMOUNT | NOTES |
|------------------------|-------------------|----------|------------|------------|----------------|
| Airfare | \$2,000.00 | | | | Airfare Buyout |
| Expense Totals: | \$2,000.00 | | | | |

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

OHIO STATE UNIVERSITY
Valarie Lee
555 Borrow Drive
Schottenstein Center
Columbus, OH 43210
USA

By:

Julian Castro

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Lesh

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

1. All accommodation and travel arrangements shall be paid for by Purchaser and are subject to Artist's prior written approval and Purchaser shall notify Artist or William Morris Endeavor of such reservations at least seven days prior to the engagement
2. Purchaser agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement(s), including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, all necessary first class sound equipment in perfect working condition including amplifiers, microphone(s) in number and quality required by Producer, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and Purchaser shall pay all other necessary expenses in connection therewith. This paragraph is further subject to any requirements set forth in Artist's production rider (if any).
3. In the event Purchaser fails or refuses to provide any of the items as herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the Engagement, Artist shall have no obligation to perform this agreement and shall retain any amounts theretofore paid to Producer or Artist or in his/her behalf by Purchaser, and Purchaser shall remain liable to Producer for the full balance of the contract price herein set forth.
4. Purchaser agrees to pay any and all local, State and/or Federal rental, amusement, sales or other such taxes as required by law.
5. If, on or before the date of the Engagement, Purchaser has failed, neglected or refused to perform any contract with any other lecturer or performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Producer shall have the right to demand payment of any guaranteed compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Producer shall have the right to cancel this agreement by notice to Purchaser to that effect, and in such event Artist shall retain any amounts theretofore paid to Producer or Artist or in his/her behalf by Purchaser.
6. Producer's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond Producer's control (collectively "Force Majeure"). In the event of illness, disability or death of Artist (or of any of Artist's immediate family members or of any key member of Artist's band or crew), strike, law, Act of God, governmental regulation or other Force Majeure occurrence, and Producer or Artist is unable or is prevented from performing the Engagement or any part thereof, Purchaser shall be obligated and liable to Producer for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which Producer may have rendered up to the time of the inability to perform by reason of such illness or Force Majeure occurrence. Notwithstanding the foregoing, in the event of such non-performance for any of the reasons stated herein, if Artist is ready, willing, and able to perform (but for such occurrence), then Purchaser shall nevertheless pay Producer the full guarantee plus all other compensation due hereunder. In all instances, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Producer/Artist and entourage pursuant to the terms of this Agreement.
7. Purchaser agrees that Artist may cancel and terminate this contract and the services to be rendered hereunder for any reason and without liability, by giving the Purchaser at least thirty (30) days written notice prior to the first performance date. Artist agrees to refund to Purchaser any advances or deposits received from Purchaser in the event Artist cancels the contract pursuant to this provision. The foregoing rights of cancellation shall be in addition to any other provision respecting cancellation contained in this agreement.
8. Purchaser shall not itself, nor shall it permit or authorize others (including, without limitation, Purchaser or venue employees, , representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise the lecture(s) (or any part thereof) and/or ARTIST and/or Producer's personnel at any time during the Engagement.
9. Purchaser agrees that any inclusion of Artist's performance hereunder in a subscription or other type of series is subject to the prior written consent of Producer. Purchaser shall not commit Artist to any interviews, promotional appearances meet & greets, or otherwise without PRODUCER'S prior, written consent, which shall be given or withheld in Producer's sole discretion.
10. Artist's name, voice, logo and/or likeness may not be used as an endorsement of any product or service in connection with any commercial tie-up without Artist's prior written consent.
11. Artist shall have the right to sell souvenir programs and other merchandising items on the premises of the place of the presentation without participation by the Purchaser subject, however, to local concessionaire's contractual requirements, if any
12. Producer shall have the exclusive control over the means and methods employed in fulfilling Producer'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.
13. Purchaser hereby indemnifies and holds Producer, Artist, as well as their respective agents, representatives, principals, employees, officers and directors,

harmless from and against any loss, damage or expense, including reasonable attorney's fee, incurred or suffered by or threatened against Producer or Artist or any of the foregoing in connection with or as a result of (a) Purchaser's negligence, act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of the Producer or Artist.

14. William Morris Endeavor Entertainment, LLC acts only as agent for Producer and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither Purchaser nor Producer/Artist will name or join William Morris Endeavor as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either Purchaser or Producer/Artist.

15. This (and any Producer: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, 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. This Agreement is not binding upon Producer until executed and delivered by Producer or his designee to Purchaser. The validity, construction and effect of the agreement shall be governed by the Laws of the State of New York, regardless of the place of the Engagement.