

DAMON WEST, LLC

AGREEMENT

This confirms the appearance of Damon West

DATE OF SPEAKING: August 4, 2026

TIME: 1:00PM-2:30PM

PRESENTATION: The Coffee Bean

LOCATION: Mansfield, OH

CLIENT: Mid-Ohio Educational Service Center

FINANCIAL ARRANGEMENT

Agreed Honorarium Guarantee: \$15,000.00

** A \$5,000.00 reservation deposit is required upon signing of contract. The remainder of the honorarium fee is due on or before day of event.

ADDITIONAL CONSIDERATIONS

Books: Client may purchase copies of Damon West's books via Damon West (options for signed or unsigned copies), Amazon.com, BN.com, OR bulk option direct from Porchlight publishing.

Video/Audio Taping / Rights: Video or Audio taping of speech will be permitted for internal use only with Client's managers, members, directors, representatives, and/or employees under the conditions of specific parameters of uploading the video to the internal training portal only, restricting the ability to download it, and providing a copy of the final recording to Damon West, LLC. The recording will not be uploaded to social media, or streaming sites, such as YouTube, etc. at any time.

However, a social media spotlight with still photographs and 3-minute or less videos of the presentation are permitted by both parties.

Confidentiality: All terms and financial considerations within this Agreement, including the agreed upon speaker honorarium, are considered confidential and not to be discussed outside the direct client contact and representatives of Damon West, LLC.

DAMON WEST, LLC

No License: Nothing in this Agreement is intended to grant any rights to Client under any copyright, trademarks or other intellectual property rights of Damon West. Client may not use Damon West's name or trademarks in connection with any advertising, marketing, or other promotional efforts or materials without the prior written approval of Damon West. Damon West may not use Client's name or trademarks in connection with any advertising, marketing, or other promotional efforts or materials without the prior written approval of Client. However, a social media spotlight with still photographs and 3-minute or less videos of the presentation are permitted by both parties.

Presentation: The Presentation shall not be defamatory, trade libelous, pornographic, offensive or obscene and shall not infringe on or violate the intellectual property rights of any third party.

Force Majeure: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Cancellation: If this Agreement is cancelled by the Client for any reason, other than for Force Majeure, the following schedule of percent of fee will be in effect from the time written notification is received at the office of Mr. West. Any expenses incurred for the development of the session will be due in full.

10 days or less before engagement 100% of speaking fee, 11-35 days 50% of speaking fee, 36-60 days 30% of speaking fee, 61-360 days 15% of speaking fee.

Mr. West has never cancelled an engagement nor failed to appear for an engagement. If this should occur, Client will be sent a full refund.

Miscellaneous: Neither party shall assign or delegate its rights and obligations under this Agreement or any part hereof without prior written consent of the non-assigning or non-delegating party. This Agreement is intended to constitute the entire agreement between the parties on this matter; there are no collateral agreements or representations, written or oral. This Agreement may be amended only by a written instrument executed by all parties. Should it ever be finally adjudicated by a court of competent jurisdiction that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the State of Texas without regard to choice of law principles, regardless of the location of the Presentation.

DAMON WEST, LLC

This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same document. When all parties have signed at least one such counterpart, this Agreement shall be deemed fully executed. A signature sent by email, fax or other electronic means shall be as binding as an original.

Holding Dates: Because of the multiple inquiries we receive, and our desire to serve clients with an immediate answer, we do not hold dates until an agreement is finalized. If the contract is not returned in two weeks, this (these) date(s) will be considered open.

CLIENT CONTACT AND INFORMATION **(To be completed by client)**

Contact information

Kevin Kimmel, Superintendent
419-569-1834
Kimmel.kevin@moesc.net

Technology Contact:
Candy Bores, Technology Manager
419-774-5520
Bores.candy@moesc.net

Logistics Contact:
Tina Seiler, Administrative Assistant
419-774-5520
Seiler.tina@moesc.net

Event details

Event Address:
Address of event:
The Ohio State Reformatory
100 Reformatory Rd.
Mansfield, Ohio 44905

DAMON WEST, LLC

Payment Information

1. ACH Payment Information:

Bank Name: Chase Bank

Bank Address: 2150 FM 365, Nederland, TX, 77627

Account Number: 709760299

Account Name: Damon West, LLC

Routing Number: 111000614

Routing Number for Wire: 021000021

EIN: 83-1264363

2. Payment by Check (In-Person or by Mail):

Please make checks payable to Damon West, LLC

Mailing Address:

Damon West, LLC

3001 Canal Avenue

Nederland TX, 77627

3. Payment by Card is available with a 3.6% terminal fee.

DAMON WEST, LLC

AGREED TO BY:

Signature/Date: _____
(Client)

Signature/Date: _____
(Damon West, LLC)

**Please forward your deposit of \$5,000.00 and sign and return a copy of this agreement via email kromero@damonwest.org
Upon receipt, your date will be secured.
Thank you**

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Damon West, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 3001 Canal Avenue 6 City, state, and ZIP code Nederland, TX 77627 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
8	3	-	1	2	6	4	3	6	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they