

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1440104

Vendor Name: The College Agency LLC

Invoice Number: 3655-1

Invoice Date: 01/28/21

PO Number:

Check Number: E0083736

Check Amount: \$ 2,600.00

Check Date: 03/17/2021

Department ID: 12931

Reviewer Name:

Voucher Number: V0664142

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

AP VERIFIED

03/15/21 - ISABEL BARRIOS

This form may be used to request check payments **only for those items for which the issuance of a purchase order would not be appropriate**. Attach supporting documentation (e.g., invoice or agreement). Please refer to **Vendor Payment - Non-Purchase Order Procedure No. 10-65**

Date: 2/16/2021
Vendor ID: 1440104

Invoice Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
	01	30	12931	5309001	Other Contractual Services Exp	\$ 1,300.00
Grand Total						\$ 1,300.00

--- \$1,000 and Greater: Approval of Division Vice President Required ---

Check the appropriate box below and sign

- ☒ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name: The College Agency LLC

Payee Address: 7907 Stafford Trail, Savage, Minnesota 55378

Other Instructions:

Description on Check:

Trent James COD Performance 1-28-2021

Approvals:

Prepared By: Jelymar Mejia

Signature: Jelymar Mejia

Payment Due: 3/12/2021

Board Approved Date:

Approved By: Chuck Steele

Signature: Chuck Steele

Approved By: Nathania Montes

Signature: Nathania Montes

Approved By Division VP: Mark Curtis-Chavez

Signature: Mark Curtis-Chavez

APPROVED
By Diana Del Rosario at 9:03 am, Feb 26, 2021

REVIEWED
By Melissa Doguim at 9:52 am, Feb 23, 2021

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu

INVOICE

#3655-1



7907 Stafford Trail
Savage, MN 55378-4308

Phone: (651) 222-9669
Fax: (952) 400-5870
www.thecollegeagency.com

Purchaser

College of DuPage
425 22nd Ave.
Glen Ellyn, Illinois 60137-6784
Phone: (630) 942-2243

Due Date

1-28-2021

Description	Amount
1-28-2021 - Trent James / College / Variety *	\$1,300.00
<i>* Please make payment to "The College Agency, LLC" and mail check to the to The College Agency immediately following the performance (see attached W9 for tax information)</i>	
All amounts listed are in United States currency	
Total	\$1,300.00
Payments/Credits	
BALANCE DUE	\$1,300.00

A 3% late fee will be charged for every 30 days until payment is received. Please remit payment as outlined in the Performance Contract.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The College Agency, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. 7907 Stafford Trail	Requester's name and address (optional)
	6 City, state, and ZIP code Savage, MN 55378-4308	
	7 List account number(s) here (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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>

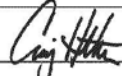
or

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 ► **1/2/20**

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

From: Tammy Peterburs <tammy@thecollegeagency.com >
Sent: Fri Mar 05 17:19:22 CST 2021
To: invoicing@cod.edu
CC:
Subject: [External] Invoice 3655-1

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Hello,

Attached is an invoice payable for the Trent James performance on 1/28/21. Please let us know if you have any questions.

Thank you!

Tammy Peterburs | Accounting & Administration
tammy@thecollegeagency.com | www.thecollegeagency.com



Our Mission | To provide exceptional entertainment, extraordinary educators, and unique products to the student activities marketplace and college campuses across the country.

[attachment: 2021-01-28_Trent James_(College of DuPage)-invoice.pdf]

From: Accounts Payable <acctpay@cod.edu>
Sent: Mon Mar 15 10:03:12 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: Check Request - College Agency James

From: Hernandez, Shannon <hernan@cod.edu>
Sent: Sunday, March 14, 2021 4:49 PM
To: Accounts Payable <acctpay@cod.edu>
Subject: Check Request - College Agency James

Shannon Hernandez

College of DuPage
Office of Student Life
Coordinator of Student Life – Clubs and Office Operations
Co-Advisor Phi Theta Kappa
630-942-3054

Deliberative * *Restorative* * Adaptability * *Empathy* * Harmony

[attachment: Trent James 1-28-21 CHECK REQUEST _MCC.pdf]

CONTRACT APPROVAL COVERSHEET

Contract Name: Trent James

Requesting Department: Student Life

Date Initiated: 12/18/20

Contact Name: Shannon Hernandez

Phone: 3054

Email Address: hernan@cod.edu

Vendor Name: College Agency

Phone: 651-222-9669

Vendor Contact: Hayden Spaeth

Email: hayden@thecollegeagency.com

Total Contract: \$ 1300.00

Contract Dates: Start: 1/28/21

FY Budget \$ 1300.00

End: 1/28/21

Vendor 1: Name _____

Quote: \$ _____

Vendor 2: Name _____

Quote: \$ _____

Vendor 3: Name _____

Quote: \$ _____

Contract Purpose: Virtual performance of Trent James for Winter Welcome Week

Contract Type:



Independent Contractor



Service Agreement



Lease



Construction



Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☐ Yes ☒ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☐ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Requester: Shannon Hernandez

Sign & Date

Budget Mgr.: Chuck Steele

Dept. Adm.: Nathan Montes

Shannon Hernandez
CM Steele 12/18/20
Nathan Montes 1/15/2021

Submit to Procurement at purchasing@cod.edu.

Purchasing Dept. Use Only

Comments

REVIEWED

By Lisa Erl at 9:28 am, Jan 21, 2021

Approval Initials _____



the College Agency

ENTERTAINERS & SPEAKERS

7907 Stafford Trail • Savage • Minnesota • 55378-4308 • Phone 651.222.9669 • Fax 952.400.5870 • info@thecollegeagency.com • www.thecollegeagency.com

PERFORMANCE CONTRACT

This contractual performance agreement for the personal services of the artist on the performance engagement as described below is made on this day, 12-17-2020 by and between the performer **Trent James**, herein referred to as the ARTIST, and College of DuPage, herein referred to as the PURCHASER. This contractual performance agreement is administered by The College Agency, herein referred to as the AGENCY.

1) PERFORMANCE INFORMATION

Date of the Performance: **1-28-2021**
Artist: **Trent James**

2) PURCHASER INFORMATION

Purchaser: College of DuPage
Contact Person: Stephanie Quirk
Second Contact: Shannon Hernandez
Address: 425 22nd Ave.
City, State, Zip Code: Glen Ellyn, Illinois 60137-6784
Phone: (630) 942-2243
Day of Show Phone & Contact: (Steph 630-639-0122)
Performance Location: http://thecollege.fun/CODmagic
Performance Setting: Online (Virtual Event)

3) PERFORMANCE DETAILS

Arrival Time: 6:30 pm Central Time
Start Time: 7:00 pm Central Time (8:00 pm ET / 7:00 pm CT / 6:00 pm MT / 5:00 pm PT)
Set Lengths: 45 minutes
Additional Notes:

4) CONTRACT PRICE: \$1,300.00 USD

PURCHASER will make payment(s) as follows:

\$1,300.00 to The College Agency, LLC (Mail to AGENCY following performance within 60 days)(See 1/13/2021 enclosed invoice & W9)

5) SOUND & LIGHTING PRODUCTION

- a) The NA will provide the sound system, monitor system and technician.
- b) The NA will provide the lighting system and technician.

6) HOTEL INFORMATION

Hotel is provided by: NA *
Date of Check-In: NA
& Type of Room(s): NA
Length of Stay: NA

* If Purchaser is providing hotel for Artist, please fill in the information below

Name of Hotel: _____

Address of Hotel: _____

City, State, Zip Code: _____

Hotel Phone: _____

Confirmation #: _____

7) ADDITIONAL PROVISIONS

NA

- 8) If the Artist's ability to perform is prevented, rendered impossible or infeasible by sickness or accident to Artist, interruption in or delay of transportation services, or COVID-19 related restrictions at the Artist's location; it is understood and agreed that there shall be no claim for damages by either party to this contract and the Agency and Purchaser will mutually agree to a rescheduled date.
- 9) If the performance is prevented, rendered impossible or infeasible by the closure of the performance location or venue due to a severe weather emergency, strike, civil tumult, war conditions or emergencies; it is understood and agreed that there shall be no claim for damages by either party to this contract, the Agency and Purchaser will mutually agree to a rescheduled date, and a rescheduling fee may apply due to additional travel expenses incurred by the Artist (change of flight fee, rebooking etc.). If the performance is prevented, rendered impossible or infeasible to be conducted as a live, in-person event due to COVID-19 related restrictions on the Purchaser's campus, all parties agree to hold the performance as a virtual event with a mutually-agreed upon date and price.
- 10) If the performance listed above is to be held outdoors, the Purchaser understands that they are required to have a backup indoor performance site secured. If the outdoor performance is prevented and the Purchaser did not have an indoor performance site secured, it shall not be deemed an emergency and the Purchaser agrees that the Artist and Agency are to be paid in full. In addition, if the outdoor performance is prevented for any reason, the decision to move the performance indoors must be made prior to Artist setting up any equipment outdoors.
- 11) If the performance is canceled by the Purchaser for any reason other than those listed in Section 8 or 9 of this contract after the confirmation and contract request date of 10-12-2020, it is understood that the cancellation is subject to the following cancellation fee schedule:
 - a) Date of confirmation to 61 days before the performance = 20% of contract price or reimbursement of actual expenses (whichever is greater)
 - b) 60 days to 31 days before the performance = 50% of contract price or reimbursement of actual expenses (whichever is greater)
 - c) Within 30 days of the performance = 100% of contract price
- 12) Artist reserves the right to cancel their performance without liability no later than 48 hours prior to engagement date if retained for, or preparing for, a national TV performance and/or appearance, recording project, commercial, film, audition or support for a national touring artist. Agency and Purchaser will then mutually agree to a rescheduled date and/or a replacement for the contracted event.
- 13) Artist and Purchaser agree that future engagements by the Artist for the Purchaser shall be booked through Agency for a period of fifty-three (53) weeks from the date of this engagement.
- 14) Artist shall have the right to sell souvenir merchandise, photographs, and records/videos on the premises of the place(s) of performance without any participation in proceeds by Purchaser. However, concessionaire's requirements, if any, will only be honored with prior written notification.
- 15) Artist shall have control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means, and methods of the performances of the performing Artist hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time, the non-essential performing personnel.
- 16) **Purchaser warrants there will be no recording, reproduction, or transmission from the place of the engagement in any manner or by any means whatsoever without the prior written consent of the Artist and Agency.** Artist's name and likeness may not be used as an endorsement of any product or service without Artist or Agency's written consent.
- 17) It is the Purchaser's sole responsibility to limit/remove disruptive audience member(s) from the event. Therefore, it is imperative that the Purchaser or a representative(s) of the Purchaser be present and available to the Artist before, during, and after the performance. Artist reserves the right to amend the set length and/or content if the disruptive audience member(s) is not removed.
- 18) This contract covers personal appearance services in conjunction with this contract only. Agency must clear any radio, television, or press interviews or appearances for any reason whatsoever, prior to show date and performance.
- 19) The Agency is acknowledged to have fully performed upon the acceptance of this contract by all parties hereto. The ~~Artist and the~~ Purchaser agree to indemnify and to hold harmless the Agency and its representatives against all losses, claims, demands, costs, and expenses that the Agency and its representatives may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the performance hereunder, by reason or default by ~~the Artist or the~~ Purchaser in performing any of their obligations under this contract; or by reason of any damages to persons or property arising out of the Artist's performance under this contract.
- 20) Purchaser agrees to indemnify, defend and hold Agency and Artist harmless from and against any and all claims, costs or liability for damage or injury to any person or property during Artist's engagement, including time of set up and take down related to any acts of commission or omission pursuant to this agreement by Purchaser. Agency acts herein only as agent for the Artist and assumes no liability hereunder. It is expressly agreed that Agency acts herein as Agency for Artist and is not responsible for any act of commission for the part of either Artist or Purchaser. In furtherance, it is agreed that neither Purchaser nor Artist will name or join Agency a party in any civil action or suit arising out of, in connection with or related to any acts of commission or omission pursuant to this agreement by either Purchaser or Artist.
- 21) We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract, as well as all included contract riders, as deemed by our signatures below.

Edgar M. Roberts

Signature of Purchaser or Purchaser Representative

1.21.2021

Date

Craig Heitkamp

Craig Heitkamp, Vice President

12-17-2020

Date

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1440104

Vendor Name: The College Agency LLC

Invoice Number: 3654-1

Invoice Date: 01/26/21

PO Number:

Check Number: E0083736

Check Amount: \$ 2,600.00

Check Date: 03/17/2021

Department ID: 12931

Reviewer Name:

Voucher Number: V0664146

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

AP VERIFIED

03/15/21 - ISABEL BARRIOS

This form may be used to request check payments **only for those items for which the issuance of a purchase order would not be appropriate**. Attach supporting documentation (e.g., invoice or agreement). Please refer to **Vendor Payment - Non-Purchase Order Procedure No. 10-65**

Date: 2/16/2021
Vendor ID: 1440104

Invoice Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
	01	30	12931	5309001	Other Contractual Services Exp	\$ 1,300.00
Grand Total						\$ 1,300.00

--- \$1,000 and Greater: Approval of Division Vice President Required ---

Check the appropriate box below and sign

- ☒ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
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Payee Name: The College Agency LLC
Payee Address: 7907 Stafford Trail, Savage,
Minnesota 55378

Other
Instructions:

Description on Check:

Salsa Magic COD Performance 1-26-2021

Approvals:

Prepared By: Jelymar Mejia
Signature: Jelymar Mejia
Payment Due: 3/12/2021
Board Approved Date:

Approved By: Chuck Steele
Signature: Chuck Steele
Approved By: Nathania Montes
Signature: Nathania Montes
Approved By Division VP: Mark Curtis-Chavez
Signature: Mark Curtis-Chavez

APPROVED

By Diana Del Rosario at 9:02 am, Feb 26, 2021

REVIEWED

By Melissa Doguim at 9:51 am, Feb 23, 2021

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu

INVOICE

#3654-1



7907 Stafford Trail
Savage, MN 55378-4308

Phone: (651) 222-9669
Fax: (952) 400-5870
www.thecollegeagency.com

Purchaser

College of DuPage
425 22nd Ave.
Glen Ellyn, Illinois 60137-6784
Phone: (630) 942-2243

Due Date

1-26-2021

Description	Amount
1-26-2021 - Salsa Magic / College / Variety *	\$1,300.00
<i>* Please make payment to "The College Agency, LLC" and mail check to the to The College Agency immediately following the performance (see attached W9 for tax information)</i>	
All amounts listed are in United States currency	
Total	\$1,300.00
Payments/Credits	
BALANCE DUE	\$1,300.00

A 3% late fee will be charged for every 30 days until payment is received. Please remit payment as outlined in the Performance Contract.

**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.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The College Agency, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
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	5 Address (number, street, and apt. or suite no.) See instructions. 7907 Stafford Trail	Requester's name and address (optional)
	6 City, state, and ZIP code Savage, MN 55378-4308	
	7 List account number(s) here (optional)	

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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.

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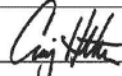
Social security number	
<div></div>	<div></div>
or	
Employer identification number	

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
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Sign Here
Signature of U.S. person ► 

Date ► **1/2/20**

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- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

From: Tammy Peterburs <tammy@thecollegeagency.com >
Sent: Fri Mar 05 17:15:19 CST 2021
To: invoicing@cod.edu
CC:
Subject: [External] Invoice 3654-1

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Hello,

Attached is an invoice payable for Salsa Magic's performance on 1/26/21. Please let us know if you have any questions.

Thank you!

Tammy Peterburs | Accounting & Administration
tammy@thecollegeagency.com | www.thecollegeagency.com



Our Mission | To provide exceptional entertainment, extraordinary educators, and unique products to the student activities marketplace and college campuses across the country.

[attachment: 2021-01-26_Salsa Magic_(College of DuPage)-invoice.pdf]

From: Accounts Payable <acctpay@cod.edu>
Sent: Mon Mar 15 10:03:21 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: Check Request - College Agency Salsa Magic

From: Hernandez, Shannon <hernan@cod.edu>
Sent: Sunday, March 14, 2021 4:50 PM
To: Accounts Payable <acctpay@cod.edu>
Subject: Check Request - College Agency Salsa Magic

Shannon Hernandez

College of DuPage
Office of Student Life
Coordinator of Student Life – Clubs and Office Operations
Co-Advisor Phi Theta Kappa
630-942-3054

Deliberative * *Restorative* * Adaptability * *Empathy* * Harmony

[attachment: Salsa Magic 1-26-21 CHECK REQUEST _MCC.pdf]

CONTRACT APPROVAL COVERSHEET

Contract Name: Salsa Magic

Requesting Department: Student Life Date Initiated: 12/18/20

Contact Name: Shannon Hernandez Phone: 3054

Email Address: hernan@cod.edu

Vendor Name: College Agency Phone: 651-222-9669

Vendor Contact: Hayden Spaeth Email: hayden@thecollegeagency.com

Total Contract: \$ 1300.00 Contract Dates: Start: 1/26/21

FY Budget \$ 1300.00 End: 1/26/21

Vendor 1: Name _____ Quote: \$ _____

Vendor 2: Name _____ Quote: \$ _____

Vendor 3: Name _____ Quote: \$ _____

Contract Purpose: Virtual performance of Salsa Magic for Winter Welcome Week

Contract Type: ☐ Independent Contractor ☐ Service Agreement ☐ Lease
☒ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☐ Yes ☒ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☐ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

	Print	Sign & Date
Requester:	<u>Shannon Hernandez</u>	<u>Shannon Hernandez</u>
Budget Mgr.:	<u>Chuck Steele</u>	<u>Ch Steele</u> 12/18/20
Dept. Adm.:	<u>Nathania Montes</u>	<u>Nathania Montes</u> 1/15/2021

Submit to Procurement at purchasing@cod.edu

Purchasing Dept. Use Only

Comments: **REVIEWED**
Approval Initials: By Lisa Erl at 9:35 am, Jan 21, 2021



the College Agency
ENTERTAINERS & SPEAKERS

7907 Stafford Trail • Savage • Minnesota • 55378-4308 • Phone 651.222.9609 • Fax 952.400.5870 • info@thecollegeagency.com • www.thecollegeagency.com

PERFORMANCE CONTRACT

This contractual performance agreement for the personal services of the artist on the performance engagement as described below is made on this day, 12-17-2020 by and between the performer **Salsa Magic**, herein referred to as the ARTIST, and College of DuPage, herein referred to as the PURCHASER. This contractual performance agreement is administered by The College Agency, herein referred to as the AGENCY.

1) PERFORMANCE INFORMATION

Date of the Performance: **1-26-2021**
Artist: **Salsa Magic**

2) PURCHASER INFORMATION

Purchaser: College of DuPage
Contact Person: Stephanie Quirk
Second Contact: Shannon Hernandez
Address: 425 22nd Ave.
City, State, Zip Code: Glen Ellyn, Illinois 60137-6784
Phone: (630) 942-2243
Day of Show Phone & Contact: (Steph 630-639-0122)
Performance Location: http://thecollege.fun/CODsalsa
Performance Setting: Online (Virtual Event)

3) PERFORMANCE DETAILS

Arrival Time: 6:30 pm Central Time
Start Time: 7:00 pm Central Time (8:00 pm ET / 7:00 pm CT / 6:00 pm MT / 5:00 pm PT)
Set Lengths: 2 hours
Additional Notes:

4) CONTRACT PRICE: \$1,300.00 USD

PURCHASER will make payment(s) as follows:

\$1,300.00 to The College Agency, LLC (Mail to AGENCY following performance within 60 days) (See 1/13/21 enclosed invoice & W9)

5) SOUND & LIGHTING PRODUCTION

- a) The NA will provide the sound system, monitor system and technician.
- b) The NA will provide the lighting system and technician.

6) HOTEL INFORMATION

Hotel is provided by: NA *
Date of Check-In: NA
& Type of Room(s): NA
Length of Stay: NA

* If Purchaser is providing hotel for Artist, please fill in the information below

Name of Hotel: _____

Address of Hotel: _____

City, State, Zip Code: _____

Hotel Phone: _____

Confirmation #: _____

7) ADDITIONAL PROVISIONS

NA

- 8) If the Artist's ability to perform is prevented, rendered impossible or infeasible by sickness or accident to Artist, interruption in or delay of transportation services, or COVID-19 related restrictions at the Artist's location; it is understood and agreed that there shall be no claim for damages by either party to this contract and the Agency and Purchaser will mutually agree to a rescheduled date.
- 9) If the performance is prevented, rendered impossible or infeasible by the closure of the performance location or venue due to a severe weather emergency, strike, civil tumult, war conditions or emergencies; it is understood and agreed that there shall be no claim for damages by either party to this contract, the Agency and Purchaser will mutually agree to a rescheduled date, and a rescheduling fee may apply due to additional travel expenses incurred by the Artist (change of flight fee, rebooking etc.). If the performance is prevented, rendered impossible or infeasible to be conducted as a live, in-person event due to COVID-19 related restrictions on the Purchaser's campus, all parties agree to hold the performance as a virtual event with a mutually-agreed upon date and price.
- 10) If the performance listed above is to be held outdoors, the Purchaser understands that they are required to have a backup indoor performance site secured. If the outdoor performance is prevented and the Purchaser did not have an indoor performance site secured, it shall not be deemed an emergency and the Purchaser agrees that the Artist and Agency are to be paid in full. In addition, if the outdoor performance is prevented for any reason, the decision to move the performance indoors must be made prior to Artist setting up any equipment outdoors.
- 11) If the performance is canceled by the Purchaser for any reason other than those listed in Section 8 or 9 of this contract after the confirmation and contract request date of 10-7-2020, it is understood that the cancellation is subject to the following cancellation fee schedule:
- Date of confirmation to 61 days before the performance = 20% of contract price or reimbursement of actual expenses (whichever is greater)
 - 60 days to 31 days before the performance = 50% of contract price or reimbursement of actual expenses (whichever is greater)
 - Within 30 days of the performance = 100% of contract price
- 12) Artist reserves the right to cancel their performance without liability no later than 48 hours prior to engagement date if retained for, or preparing for, a national TV performance and/or appearance, recording project, commercial, film, audition or support for a national touring artist. Agency and Purchaser will then mutually agree to a rescheduled date and/or a replacement for the contracted event.
- 13) Artist and Purchaser agree that future engagements by the Artist for the Purchaser shall be booked through Agency for a period of fifty-three (53) weeks from the date of this engagement.
- 14) Artist shall have the right to sell souvenir merchandise, photographs, and records/videos on the premises of the place(s) of performance without any participation in proceeds by Purchaser. However, concessionaire's requirements, if any, will only be honored with prior written notification.
- 15) Artist shall have control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means, and methods of the performances of the performing Artist hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time, the non-essential performing personnel.
- 16) **Purchaser warrants there will be no recording, reproduction, or transmission from the place of the engagement in any manner or by any means whatsoever without the prior written consent of the Artist and Agency.** Artist's name and likeness may not be used as an endorsement of any product or service without Artist or Agency's written consent.
- 17) It is the Purchaser's sole responsibility to limit/remove disruptive audience member(s) from the event. Therefore, it is imperative that the Purchaser or a representative(s) of the Purchaser be present and available to the Artist before, during, and after the performance. Artist reserves the right to amend the set length and/or content if the disruptive audience member(s) is not removed.
- 18) This contract covers personal appearance services in conjunction with this contract only. Agency must clear any radio, television, or press interviews or appearances for any reason whatsoever, prior to show date and performance.
- 19) The Agency is acknowledged to have fully performed upon the acceptance of this contract by all parties hereto. The Artist and the Purchaser agree to indemnify and to hold harmless the Agency and its representatives against all losses, claims, demands, costs, and expenses that the Agency and its representatives may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the performance hereunder, by reason or default by the Artist or the Purchaser in performing any of their obligations under this contract; or by reason of any damages to persons or property arising out of the Artist's performance under this contract.
- 20) Purchaser agrees to indemnify, defend and hold Agency and Artist harmless from and against any and all claims, costs or liability for damage or injury to any person or property during Artist's engagement, including time of set up and take down related to any acts of commission or omission pursuant to this agreement by Purchaser. Agency acts herein only as agent for the Artist and assumes no liability hereunder. It is expressly agreed that Agency acts herein as Agency for Artist and is not responsible for any act of commission for the part of either Artist or Purchaser. In furtherance, it is agreed that neither Purchaser nor Artist will name or join Agency a party in any civil action or suit arising out of, in connection with or related to any acts of commission or omission pursuant to this agreement by either Purchaser or Artist.
- 21) We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract, as well as all included contract riders, as deemed by our signatures below.



1.21.2021

Signature of Purchaser or Purchaser Representative

Date



Craig Heitkamp, Vice President

12-17-2020

Date