

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1642868

Vendor Name: Pink Death LLC

Invoice Number: FITZJAN22

Invoice Date: 2/10/2022

PO Number:

Check Number: E0088454

Check Amount: \$ 24,595.16

Check Date: 03/03/2022

Voucher Number: V0724641

Document Type: AP Invoice

Document Below

Check Request Form

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 Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 02/10/22 Vendor ID: 1642868 Vendor Name: Pink Death LLC
 Payee Address: 1547 N Talman Ave, Chicago, IL 60613 Payment Due Date: 02/18/22

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
FITZJAN22	05-60-11900-4509090	MAC Gift Shop: Contr Rev-Artist Product Sales	24,595.16
Total			\$ 24,595.16

Check the appropriate box below:

- ☒ 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.

Description on Check:

Merchandise Revenue Settlement for Jan 2022 per attached documents (Contract, Settlement Report).
 Tony Fitzpatrick Consignment Products = \$22,076.11
 MAC Fitzpatrick Products = \$2,519.05

Other Instructions:

All requests will require the following approvals:

Requester: Molly J unokas Digitally signed by Molly J unokas
Date: 2022.02.10 11:32:12 -06'00' Print Name: Molly J unokas
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.02.10 11:43:06 -06'00' Print Name: Ellen McGowan

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Area Administrator (only required if request is \$5,000 and over): Diana Martinez Digitally signed by Diana Martinez
Date: 2022.02.10 11:43:06 -06'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Chavez Digitally signed by Mark Curtis
Date: 2022.02.10 11:43:06 -06'00' Print Name: Dr. Mark Curtis Chávez

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

Check Request Form (cont.)

Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

MAC Gift Shop
Tony Fitzpatrick Merchandise
January 2022 Settlement

Tony Fitzpatrick Consignment Items								
Item	# Sold	Retail Price	Total Sales = # Sold * Retail Price	Net Sales = Sales Tax and CC Fees Backed Out	Sales Tax 8.25%	Credit Card Fees 3%	Tony's Cut 50%	MAC Cut 10%
1000 Beautiful Things	23	\$ 45.00	\$ 1,035.00	\$ 990.34	\$ 76.75	\$ 27.91	\$ 837.31	\$ 93.03
Absinthe Bird Puzzle	27	\$ 45.00	\$ 1,215.00	\$ 1,092.13	\$ 90.10	\$ 34.77	\$ 982.92	\$ 109.21
Autumn Saint Print	9	\$ 75.00	\$ 675.00	\$ 606.74	\$ 50.06	\$ 18.20	\$ 546.07	\$ 60.67
Autumn Saint Puzzle	4	\$ 45.00	\$ 180.00	\$ 161.80	\$ 13.45	\$ 4.85	\$ 145.62	\$ 16.18
Elephant Print	4	\$ 75.00	\$ 300.00	\$ 269.66	\$ 22.25	\$ 8.09	\$ 242.69	\$ 26.97
Heart of Chicago Print	19	\$ 75.00	\$ 1,425.00	\$ 1,286.50	\$ 105.67	\$ 38.43	\$ 1,152.81	\$ 128.09
Hornet Tee	17	\$ 33.50	\$ 569.50	\$ 511.91	\$ 42.23	\$ 15.35	\$ 460.72	\$ 51.19
Humboldt Gator Print	15	\$ 75.00	\$ 1,125.00	\$ 1,011.24	\$ 83.43	\$ 30.33	\$ 910.12	\$ 101.12
Owl Tee	32	\$ 33.50	\$ 1,072.00	\$ 963.60	\$ 79.50	\$ 28.90	\$ 867.21	\$ 96.36
Pere Lachaise Print	24	\$ 75.00	\$ 1,800.00	\$ 1,617.98	\$ 133.40	\$ 40.54	\$ 1,456.18	\$ 161.80
Pere Lachaise Puzzle	27	\$ 45.00	\$ 1,215.00	\$ 1,092.13	\$ 90.10	\$ 32.77	\$ 982.92	\$ 109.21
Persgrine of Chicago Print	27	\$ 75.00	\$ 2,025.00	\$ 1,820.22	\$ 150.17	\$ 54.61	\$ 1,638.20	\$ 182.02
Persgrine of Chicago Puzzle	22	\$ 45.00	\$ 990.00	\$ 895.89	\$ 73.42	\$ 26.69	\$ 800.90	\$ 88.99
Rabbit Hoodie	27	\$ 56.00	\$ 1,512.00	\$ 1,359.10	\$ 112.13	\$ 40.77	\$ 1,223.19	\$ 135.91
Sider Walk of the Century Print	5	\$ 75.00	\$ 375.00	\$ 337.08	\$ 27.81	\$ 10.11	\$ 303.37	\$ 33.71
The Apostles of Humboldt Park	167	\$ 30.00	\$ 11,010.00	\$ 9,896.63	\$ 816.47	\$ 296.90	\$ 8,906.97	\$ 989.66
The Messenger Puzzle	17	\$ 45.00	\$ 765.00	\$ 687.64	\$ 56.72	\$ 20.63	\$ 618.88	\$ 68.76
Total	666		\$ 27,288.50	\$ 24,528.99	\$ 2,023.65	\$ 735.06	\$ 22,076.11	\$ 2,452.88

MAC Items											
Item	# Sold	Retail Price	Total Sales = # Sold * Retail Price	Adjusted Sales = Sales Tax and CC Fees Backed Out	Sales Tax 8.25%	Credit Card Fees 3%	Cost of Goods Sold Price	Total COGS = # Sold * COGS Price	Net Sales = Adjusted Sales - Total COGS	Tony's Cut 50%	MAC Cut 50%
TF Buttons	79	\$ 5.00	\$ 395.00	\$ 355.06	\$ 29.29	\$ 10.65	\$ 1.80	\$ 142.20	\$ 212.86	\$ 106.43	\$ 106.43
TF Coaster	244	\$ 7.00	\$ 1,708.00	\$ 1,585.28	\$ 126.66	\$ 46.06	\$ 8.57	\$ 671.08	\$ 664.20	\$ 332.10	\$ 332.10
TF Keychains	33	\$ 30.00	\$ 930.00	\$ 826.63	\$ 24.47	\$ 8.90	\$ 4.35	\$ 143.53	\$ 133.08	\$ 66.54	\$ 66.54
TF Magnets	174	\$ 6.00	\$ 1,044.00	\$ 936.43	\$ 77.42	\$ 28.15	\$ 2.75	\$ 478.50	\$ 459.93	\$ 229.97	\$ 229.97
TF Masks	62	\$ 38.00	\$ 2,356.00	\$ 2,023.15	\$ 167.76	\$ 60.09	\$ 8.53	\$ 528.86	\$ 1,824.29	\$ 912.15	\$ 912.15
TF Mugs	75	\$ 14.00	\$ 1,050.00	\$ 943.82	\$ 77.87	\$ 28.31	\$ 4.80	\$ 360.00	\$ 583.82	\$ 291.91	\$ 291.91
TF Poster	139	\$ 10.00	\$ 1,390.00	\$ 1,249.44	\$ 103.08	\$ 37.48	\$ 1.99	\$ 276.61	\$ 972.83	\$ 486.42	\$ 486.42
TF Socks	78	\$ 20.00	\$ 1,560.00	\$ 1,312.38	\$ 108.27	\$ 39.37	\$ 9.95	\$ 726.35	\$ 836.01	\$ 418.01	\$ 418.01
TF Tea Towel	112	\$ 15.00	\$ 1,680.00	\$ 1,510.11	\$ 124.58	\$ 45.31	\$ 5.17	\$ 579.04	\$ 931.07	\$ 465.54	\$ 465.54
Total	991		\$ 10,173.00	\$ 9,144.28	\$ 754.40	\$ 274.32		\$ 4,106.18	\$ 5,038.09	\$ 2,519.05	\$ 2,519.05

Total January 2022 Settlement

Tony Fitzpatrick Consignment March	\$ 22,076.11
MAC TF March	\$ 2,519.05
Total Due to TF	\$ 24,595.16

CONTRACT APPROVAL ROUTING FORM

Contract Name	Amendment to Agreement between Tony Fitzpatrick and College of DuPage	Date Initiated	10/19/21
Requester Name	Molly Junokas	Requester Phone	3042
Requester Email Address	junokasm@cod.edu	Requesting Department	MAC
Vendor Company Name	Tony Fitzpatrick/Pink Death LLC	Vendor Contact Phone	773-220-5905
Vendor Contact Name	Michele Fitzpatrick	Vendor Contact Email Address	Michele@verdedesignstudio.net
Total Contact Value	\$ N/A	Contract Start Date	10/16/21
FY Budget	\$	Contract End Date	01/31/21
Vendor 1 Name		Quote	\$
Vendor 2 Name		Quote	\$
Vendor 3 Name		Quote	\$
Contract Purpose	Amendment to Exhibition Agreement between COD and Tony Fitzpatrick. Amendment corrects exhibition dates and clarifies information about the merchandise commission received by MAC/COD and that settlements should be made/paid to Pink Death LLC.		

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: Molly Junokas
 Budget Manager: Ellen McGowan
 Dept. Administrator: Diana Martinez

Sign & Date
Molly Junokas Digitally signed by Molly Junokas
 Date: 2021.10.19 12:30:55 -0500
Ellen McGowan Digitally signed by Ellen McGowan
 Date: 2021.10.19 12:59:13 -0500
Diana Martinez Digitally signed by Diana Martinez
 Date: 2021.10.19 15:06:15 -0500

Submit with contract to contracts@cod.edu when completed

Contract Reviewer Comments	
Comments:	REVIEWED By Lisa Erl at 2:54 pm, Oct 21, 2021

CONTRACT REVIEW AND APPROVAL COVER SHEET FORM

INSTRUCTIONS

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administrative Affairs. This form must be completed in full and submitted with all contracts that require a signature at least three (3) weeks prior to the contract start date.

Submit the contract, along with this form and all required support documents as outlined below, to contracts@cod.edu where all documentation will be reviewed, and, if appropriate, will be forwarded to the Vice President, Administrative Affairs for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation (Select only one):

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
 - ☐ 2. Contract value between \$5,000 and \$14,999: Minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or attached.
 - ☐ 3. Contract value between \$15,000 and \$24,999: Minimum of three (3) written quotes must be attached.
 - ☐ 4. Contract value of \$25,000 or greater: Bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
 - ☐ 5. Contract submitted as exemption from quote/bid/RFP (i.e. sole source, professional services): Signed Exemption from quote/bid/RFP Approval Request form and letter from the vendor confirming they are the only source of the product/service (where applicable).
- *If vendor will be providing a service on campus, a Certificate of Liability Insurance listing the College as an additional insured and the certificate holder, accompanied by an endorsement page, is required. For additional information contact Risk Management.*
- *If computer equipment and/or software is being procured, a completed Computer Equipment/Software form (IT Review Form) must be included.*

Upon signature by the Vice President, Administrative Affairs, the original contract will be returned to the requester and a copy will be sent to the Procurement Department at purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s) and forward a copy of the fully executed contract to Procurement at purchasingforms@cod.edu for inclusion in the College's contract database.

This approval form, and supporting documents, must be submitted at least three (3) weeks prior to the contract start date.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.

AMENDMENT TO AGREEMENT

This amending agreement is dated **October 18, 2021** between **Tony Fitzpatrick** and **College of DuPage**.

Background

1. Tony Fitzpatrick and College of DuPage (the "Parties") entered into a contract (the "Contract") dated 04/20/2020, for the following purpose:

"Jesus of Western Ave." Exhibition at the Cleve Carney Museum of Art

2. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").

3. This Agreement is the First amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

The Contract is amended as follows:

"Exhibition Dates" from the original Contract is hereby changed and shall hereafter be and read as follows: October 16, 2021 – January 31, 2021.

"VI. MERCHANDISING" from the original Contract is hereby changed and shall hereafter be and read as follows:

- A. The MUSEUM will provide staff and space to sell branded ARTIST merchandise during the course of the exhibition.
- B. For merchandise that ARTIST provides, the following will apply:
 - a. Price-points for merchandise will be established by ARTIST and clearly conveyed to MUSEUM in writing for each piece.
 - b. MUSEUM will retain 10% of net profit in commission, plus 3% to cover all credit card fees, plus 8.25% to cover sales tax.
- C. For merchandise that MUSEUM provides, the following will apply:
 - a. Price-points for merchandise will be established by MUSEUM.
 - b. MUSEUM will retain 50% of net profit in commission, plus 3% to cover all credit card fees, plus 8.25% to cover sales tax.
- D. ARTIST agrees to abide by MUSEUM decisions for display of merchandising.

- E. Sales report will be generated on the last day of each month during Exhibition period for a check/ACH distribution to ARTIST. Payment to ARTIST will be provided within 60 days of sales report and remitted to:

PINK DEATH, LLC
1547 N Talman Ave
Chicago, IL 60613

- F. Payment will be issued via College Check or ACH transfer. Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

No Other Change

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

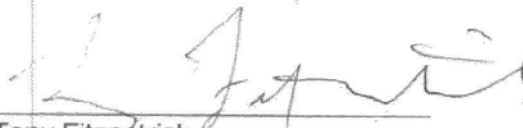
Miscellaneous Terms

Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language of this Agreement.

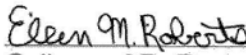
Governing Law

Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN CONSIDERATION THEREOF, the Parties agree to the conditions set forth above.



Tony Fitzpatrick



Eileen M. Roberts
College of DuPage

10-19-2021

Date

10.21.2021

Date

**ARTIST EXHIBITION AGREEMENT
COLLEGE OF DuPAGE
CLEVE CARNEY MUSEUM OF ART**

This Exhibition Agreement is entered into this 20th day of April 2020 between College of DuPage (hereinafter referred to as "MUSEUM") and Tony Fitzpatrick (hereinafter referred to as "ARTIST").

Exhibition: "Jesus of Western Ave."
Exhibition to include approximately 30-40 pieces of original Tony Fitzpatrick artworks

Exhibition Location: Cleve Carney Museum of Art at McAninch Arts Center, College of DuPage, 425 Fawell Blvd Glen Ellyn, IL 60137.

Exhibition Dates: October 3, 2021 – January 31, 2022

ARTIST retains ownership of all work displayed to or represented in Cleve Carney Museum of Art at McAninch Arts Center, College of DuPage, 425 Fawell Blvd Glen Ellyn, IL 60137
ARTIST retains copyright to all consigned artwork in perpetuity, as governed by law

I. THE EXHIBITION

A. The Exhibition consists of those works of art listed in the check list of the Exhibition contained in Attachment I (a "Work" or "Works"). The MUSEUM reserves the right to remove a Work from the Exhibition while it is in circulation should, in MUSEUM's judgment, its conditions require it, or should the lender request its return. The ARTIST agrees that it will show the Exhibition in its entirety, without deletions or additions, unless specific written permission for any such change is obtained from the Curator before the Exhibition opens at the Exhibition location. The ARTIST may not change the title of the Exhibition or add or subtract a Work or Works without the Curator's advance written approval. The MUSEUM has the right to remove a painting from the Exhibition list if that painting is not available during the dates of the Exhibition and the MUSEUM Curator may replace that painting with another of equal quality.

B. DELETED

C. MUSEUM agrees to pay transportation costs including, but not limited to, crating and shipping and insurance in transit to the MUSEUM and in return.

D. The MUSEUM will bear all local costs incurred in presenting the Exhibition, including, but not limited to, on-site insurance coverage of the Works; promotion, publicity, previews, unpacking and repacking the Works on the premises, installation costs, storage on the Exhibition's premises (if necessary), educational programs, entertainment, and receptions.

E. The MUSEUM may seek sponsorship funding to cover its costs for showing the Exhibition. The ARTIST agrees not to unreasonably withhold or delay its consent.

F. The MUSEUM agrees to deinstall and have the Exhibition professionally packed and ready for shipping 48 hours after the Exhibition closes, according to the mutually agreed-upon

schedule. Deinstallation and repacking will take place promptly after the Exhibition closes, under the supervision of the Curator

G. INSURANCE: MUSEUM will maintain insurance for fire/ theft/ vandalism and declares that all consigned artwork will be covered by said insurance while in MUSEUM possession or in transit to the Museum or in return. Reasonable efforts will be made to protect artwork from accidental damage or breakage. Insurance liability for accidental damage or breakage is provided by MUSEUM.

II. SERVICES BY ARTIST

ARTIST shall perform the following services for MUSEUM as mutually agreed between ARTIST and MUSEUM.

A. Assist in the promotion of the exhibition including participation in minimum of 3 press phone/skype interviews, and 2 in person events to include the press event scheduled for TBA and opening event scheduled for TBA

B. Support programming surrounding the exhibition on social media, and Artist website

C. ARTIST will perform duties at the MUSEUM using MUSEUM facilities as mutually agreed.

III. WORK PRODUCT: All documents, including reports and all other programs, catalogues, posters, promotional work products, with the exception of original artworks or text produced by ARTIST under this Agreement or reproductions of ARTIST's work, shall become and remain the property of MUSEUM

IV. TERM: The term of this agreement shall be August 1, 2021 – February 2, 2022.

V. REMUNERATION: A one-time non-refundable payment of \$3000 shall be paid to ARTIST as follows: \$2,000.00 shall be paid to ARTIST promptly following the execution of this Agreement and \$1,000 shall be paid to ARTIST no later than October 3, 2021.

VI. MERCHANDISING:

A. The MUSEUM will provide staff to sell branded ARTIST merchandise during the course of the exhibition. ARTIST will provide merchandise and pricing and the McAninch Arts Center will provide staff and space to display and sell the merchandise. Price-points for merchandise will be established by ARTIST clearly conveyed to gallery in writing for each piece. ARTIST agrees to abide by MUSEUM decisions for display of merchandising.

B. MUSEUM will retain 10% of total sales in commission, plus 3% to cover all credit card fees, and shall collect sales tax from the purchaser. Sales report will be generated on the last day of each month during Exhibition period for a check/ACH distribution to ARTIST. Payment to ARTIST will be provided within 60 days of sales report.

C. Checks will be issued via College Check or Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website <http://www.cod.edu/about/purchasing/index.aspx>.

VII. INDEPENDENT CONTRACTOR: It is understood, acknowledged and agreed by the Parties that the relationship of ARTIST to MUSEUM arising out of this Agreement shall be that of an independent contractor. Neither ARTIST nor any employee or agent of ARTIST is an employee or agent of the MUSEUM and therefore, is not entitled to any benefits provided employees of the MUSEUM. ARTIST has no authority to employ/retain any person as an employee or agent for or on behalf of the MUSEUM for any purpose. ARTIST shall not represent to anyone that he is an employee of the MUSEUM.

~~VIII. DELETED~~ Reinstated, please see EXHIBIT A for clause.

IX. TAXES: ARTIST shall be responsible for any and all state, local and federal taxes due related to income from the above services. ARTIST shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment. ARTIST is required to provide a completed IRS W-9 document in order to do business with MUSEUM.

X. LIAISON: While performing these services, it is understood that ARTIST will coordinate art chosen, load in, installation and deinstallation with Curator.

XI. LIABILITY:

ARTIST also represents and warrants that the Works will not infringe any copyright, violate the rights of any person, or contain any other unlawful matter. ARTIST shall defend, indemnify and hold harmless MUSEUM against all damages suffered and expenses incurred based on any breach of ARTIST's warranty.

~~XII. DELETED~~ Reinstated, please see EXHIBIT A for clause.

XIII. CERTIFICATION: ARTIST must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988. (Must check one)

☒ I certify that I am not in default of an educational loan guaranteed by the State in the amount of \$600.00 or more.

☐ I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

XIV. TERMINATION: MUSEUM may terminate this Agreement and the services at any time upon five (5) days written notice to ARTIST. MUSEUM shall not be responsible for any services or expenses incurred after the date of termination other than the Remuneration described in Paragraph V.

XV. FORCE MAJEURE: If Exhibition becomes impossible or impracticable and is not within a party's control due to Act of God, or "act of government" - any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed, The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health

and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either ARTIST or MUSEUM (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Both parties will make every effort to reschedule the date within 18 months of the scheduled date. MUSEUM will serve notice to ARTIST, or ARTIST will serve notice to the MUSEUM "as soon as possible"

In consideration thereof, both parties agree to the conditions set forth above.

ARTIST

Name
Artist

COLLEGE OF DUPAGE

Ellen M. Roberts
Ellen Roberts
Interim VP Administrative Affairs

337-48-4540
SS# OR FEIN

July 20, 2020
Date

9.22.2020
Date

Contact Information

Diana Martinez
Authorized Buyer & Director, McAnnich Arts Center

630-942-3007 | diana.martinez@colldupage.edu

Justin Witte
Curator, Cleve Carney Museum of Art

630-942-3206 | jwitte@colldupage.edu

Ellen McGowan
Contracts/Payment

630-942-3009 | ellen.mcgowan@colldupage.edu

MAC Main Office

630-942-3008

Fax

630-942-3002

Ticket Office

630-942-4000

Website

colldupage.edu
theMAC.org

EXHIBIT A

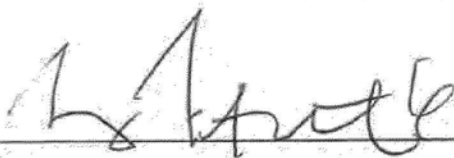
VIII. PAYMENT: ARTIST must agree to receive all payments from the College via College Check or Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website:
<http://www.cod.edu/about/purchasing/index.aspx>.

XII. COVENANTS:

Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

Upon termination of this Agreement, or at any such time as the MUSEUM may request, the ARTIST will deliver to MUSEUM all copies in possession of any Information, in any form. Except on behalf of MUSEUM, the ARTIST will not at any time assert any rights in or with respect to any Information. For purposes of this Agreement, "Information" means any, research, operational, product or service information, processes, data, samples, drawings, market information, customer information, manner of operation, techniques, databases, promotions, and other information that may be deemed similar to, based on or derived from any of the foregoing, or information. Information does not include information, knowledge, or data, which the ARTIST can prove, was in individual's possession prior to the commencement of this Agreement or information, knowledge, or data, which was or is in the public domain.

Signature



SIGN HERE

Date

Sept, 22, 2020

Dean M. Roberts

9.22.2020

"Junokas, Molly" <junokasm@cod.edu>

Check Request Pink Death LLC January

"Junokas, Molly" <junokasm@cod.edu>

Fri, Feb 18, 2022 at 03:15 PM GMT

CC:

BCC:

Good morning,

Please see attached for a Check Request for Pink Death LLC. This is the January 2022 merchandise revenue settlement for Tony Fitzpatrick. Please note - payment should go via ACH.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Fitzpatrick Merch Rev Jan22 Check Request Form.pdf