

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1086528

Vendor Name: IMG Artists, LLC

Invoice Number: TR22-DRUMDEP

Invoice Date: 2/22/2022

PO Number:

Check Number: E0088558

Check Amount: \$ 13,600.00

Check Date: 03/09/2022

Voucher Number: V0732118

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: 02/22/22 Vendor ID: 1086528 Vendor Name: IMG Artists, LLC  
Payee Address: 7 West 54th St New York, NY 10019 Payment Due Date: ASAP

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR22-DRUMDEP	06-40-02825-5309004	SVOG: Performing Arts Services	8,000.00
	05-60-11601-5309004	MAC Touring: Performing Arts Services	5,600.00
Total			\$ 13,600.00

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:

Artist Fee Drum Tao 03-12-22 (Deposit)

Other Instructions:

ACH Payment - ASAP Disbursement Date.

Note for MAC: TR22\_DRUM 460 Artist Fees

**All requests will require the following approvals:**

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2022.02.22 16:16:30 -06'00' Print Name: Molly Junokas  
Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.02.22 15:55:20 -06'00' Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): Ben Ho Digitally signed by Ben Ho  
Date: 2022.02.23 15:36:13 -06'00' Print Name: Ben Ho

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: 2022.02.23 15:36:13 -06'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis Chavez Digitally signed by Mark Curtis Chavez  
Date: 2022.02.23 15:36:13 -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](mailto: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.


**IMG Artists**

## ENGAGEMENT AGREEMENT

### Agreement

This agreement, made on Thurs 28 Oct 2021 by and between **College of DuPage / McAninch Arts Center**, 425 Fawell Blvd, Glen Ellyn, IL 60137, United States (hereinafter referred to as "Presenter") and **IMG Artists FSO Drum Tao**, (hereinafter referred to as "Artist"), hereby serves to bind both parties to the following terms of engagement as stated:

### Performance Details

Fri 11 Mar 2022	TBC	Belushi Performance Hall	Load-in
Sat 12 Mar 2022	3:00pm	Belushi Performance Hall	Matinee Performance
Sat 12 Mar 2022	7:00pm	Belushi Performance Hall	Evening Performance

### Program

DRUM TAO

### Fee and Expenses

**Fee: \$34,000.00 (Thirty-Four Thousand USD) plus seventeen (17) hotel rooms for two (2) nights**

### Other Special Terms

- Fee is special and confidential
- Artist's rider is an integral part of this agreement
- Presenter will provide 17 hotel rooms for 2 nights
- Exclusivity of 90 days prior and after engagement date within a 35-mile radius

### Payment Terms

Payment for DRUM TAO's performance should be issued in two checks as follows:

- 40% of fee (**\$13,600.00 USD**) is due 60 days before the performance (on or before January 11, 2022), payable and mailed to IMG Artists, 7 W. 54th Street, New York, NY 10019; Attn: Rosanna Sosa. (Please insert the name of the Artist – DRUM TAO – in the memo field of the check.)
- 60% of fee (**\$20,400.00 USD**) is due the first business day following the performance, payable and mailed to IMG Artists, 7 W. 54th Street, New York, NY 10019; Attn: Rosanna Sosa. (Please insert the name of the Artist – DRUM TAO – in the memo field of the check.)

This Agreement is hereby duly signed and governed by the Terms and Conditions overleaf, which are expressly incorporated. Any attached schedules or riders form an integral part of this agreement.

DocuSigned by:

*Ellen Roberts*

49066CF0BC3F425

**College of DuPage**

Ellen Roberts, VP Administrative Affairs

Date: 2/25/2022

*Dean Shultz*

**Dean Shultz**  
SVP, Tour & Artist Management  
IMG Artists

Date: 12/2/21





## TERMS AND CONDITIONS

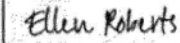
1. IMG Artists is Artist's authorized agent for all purposes hereunder. Presenter agrees to pay the total due by check(s) which is made payable according to page one of this contract.
2. If Artist is unable to perform the Engagement for any reason beyond the control of the Artist, including without limitation, illness of Artist or death or life threatening illness of an immediate family member of Artist, accident, or any incapacity, fires, labor disputes, public emergency or calamity, epidemic, pandemic, viral, bacterial, or other communicable disease transmission, or other public health-related concerns, disruption of air traffic, act of terrorism, or Act of God ("force majeure"), this agreement shall terminate with respect to the Engagement and neither party shall be liable to the other for any damage arising from the Artist's inability to perform. If, for any such reason, Artist is able to perform only a portion of the Engagement, then the Engagement Fee shall be reduced on a pro-rata basis. Cancellation or rescheduling of the Engagement by Presenter due to Presenter's fiscal insolvency, poor ticket sales or scheduling problems, or for any other reason, shall not be deemed a force majeure event giving rise to termination without liability on the part of Presenter.
3. Presenter agrees to provide the Engagement Site and rehearsal area, including stage and dressing room, furniture, stage lighting, sound equipment and other items, each as reasonably requested by Artist and each in a clean, comfortable and safe condition, professional personnel to operate all such equipment, all necessary house staff (back and front of house) and a page turner (if requested by Artist), each at Presenter's expense. Presenter further agrees to honor Artist's specific needs as detailed in any riders attached hereto.
4. If a piano is required for the Engagement, Presenter will furnish at Presenter's expense one properly tuned 9 foot Steinway concert grand piano (or other piano acceptable to Artist) in excellent condition, tuned, for use during the Engagement.
5. Presenter will be solely responsible for payment of all royalties or license fees required in connection with performance of works on Artist's program.
6. Presenter agrees that the Engagement (and any rehearsals) will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced or extended beyond the Engagement site without the prior written consent of Artist, through IMG Artists.
7. Artist, through IMG Artists, agrees to furnish Presenter with reasonable quantities of available publicity materials solely for use in promoting and publicizing the Engagement. Presenter acknowledges that IMG Artists is unable to provide Presenter with program notes. Upon request, Presenter agrees that any promotional materials produced by Presenter in connection with the Engagement in which the Artist's name or likeness is included is subject to Artist's prior approval, through IMG Artists.
8. Presenter agrees that it will produce the program for the Engagement at its own expense. If requested, Presenter agrees to supply Artist, through IMG Artists, with all pages of the program on which Artist's name or likeness appears and such pages are subject to Artist's approval, through IMG Artists. Presenter agrees to include text and/or inserts as provided by Artist (through IMG Artists) in each program and program credits as follows:
  - (i) **Drum Tao** appears by arrangement with IMG Artists, LLC, 7 West 54<sup>th</sup> Street, New York, NY 10019. 212-994-3500
9. Presenter to provide Artists with a total of ten (10) complimentary tickets in prime locations
10. Notwithstanding anything to the contrary contained herein, if Presenter incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorneys' fees) relating to the non-appearance by Artist for reasons other than those enumerated in Paragraph #2 in connection with the Engagement, Artist's liability to Presenter shall not exceed 10% of Artist's fee hereunder (excluding Artist's expenses payable by Presenter hereunder).
11. Artist shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist, its officers, agents, or employees. Presenter shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees.




IMG Artists

**TERMS AND CONDITIONS**

12. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts thereof. In the event a dispute arises under this ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect. All such arbitration shall take place at the office of the American Arbitration Association located in New York, New York. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The arbitration provisions of the ENGAGEMENT AGREEMENT shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by an arbitrator. Each of the parties hereby consents to the jurisdiction of New York courts for such purpose. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
13. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
14. This ENGAGEMENT AGREEMENT cannot be assigned or transferred without written consent of Artist, through IMG Artists.
15. Presenter agrees not to modify by hand the face of this ENGAGEMENT AGREEMENT, including the terms and conditions and any riders hereto, without IMG Artists' prior approval. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.
16. Presenter to share detailed marketing and promotion plan for DRUM TAO's performance with IMG Artists.
17. Presenter to provide regular ticket sales reports to IMG Artists when requested and on a weekly basis beginning eight weeks prior to the performance. Presenter to provide a final ticket sales report to IMG Artists no later than three (3) days following the performance.

  
College of DuPage  
Ellen Roberts, VP Administrative Affairs

Date: 2/25/2022

  
Dean Shultz  
SVP, Tour and Artist Management  
IMG Artists

Date: 12/2/21

## DRUM TAO 2022 North American Preliminary Rider

The following is a preliminary rider that may be updated with final contract

This rider shall be attached to and become an integral part of the contract for all engagements of TAO  
("THE COMPANY"), for the 2022 North American Tour

TOUR STAFF : TOTAL of 21 people  
(the traveling party for the first 7-10 days of the tour will be 25 people)

THE TAO TOURING COMPANY is comprised of the following 15 personnel:

- (14) Performers
- (1) Company Manager

In addition, the following 4 personnel will travel with TAO for the first 7-10 days of the tour:

- (1) Director
- (1) Assistant Director
- (1) Lighting Designer
- (1) Sound Designer

In addition THE COMPANY will travel with the following staff:

- (1) Tour Manager
- (1) Technical Director
- (2) Lighting Directors
- (1) Sound Designer
- (1) Bus Driver

### SCHEDULE

If the venue is the first one of the tour, TAO requires exclusive access to the venue and stage 2 days before the first performance: one day for load-in and stage set-up and the performance day for a rehearsal and complete run-through. The stage for the show MUST be secured exclusively for TAO and the local presenters MUST NOT book other events during these 2 days.

In addition, TAO reserves the right for exclusive use of the stage for the entire day of the performance. If union regulations do not allow exclusive use of the theatre, the following schedule will be adjusted to accommodate changes. THE LOCAL PRESENTER is requested to provide adequate security for company equipment if it is left onstage overnight.

All lighting and sound equipment should be hanged, patched, and tested before THE COMPANY'S arrival.

(Example schedule for a 7:30pm House Open, 8:00pm Show start)

9:00 am (10.5 hours till House Open) — Advance Technical crew arrives (by van and truck) to check the lighting set-up and begin load-in and scenic installation. Time permitting, they will also unload the stage props (not musical instruments) and set up soft goods.

11:00 pm (8.5 hours till House Open) — THE COMPANY arrives and starts load-in, unpacking, set-up of stage props and spiking placement, lighting designer starts pre-focus.

2:00 pm (5.5 hours till House Open) — Lunch break for the company and sound designer. Lighting designer starts focus.

3:30 pm (4 hours till House Open) — Sound Check, Spacing check on stage.

5:00 pm (2.5 hours till House Open) — Rehearsal

7:00 pm (30 minutes till House Open) — Crew to vacuum stage floor, sweep, mop backstage, and do a dimmer check. THE COMPANY will do preset onstage.

60 minutes prior to the show, if feasible. To be agreed upon in show advance.

7:30 pm (House Open) — House opens ~~no more than 30 minutes prior to the show.~~ THE COMPANY'S Technical director will release the stage to the theatre staff.

8:00pm (Show Start) - The show is approximately 2 hours with intermission. From the time the house opens to the time the TAO staff calls for work lights after the house has cleared, all changes to the visible stage are a choreographed part of the show. The performers do all changes in instrument placement on stage.

10:00pm (End of the Show) —The company starts striking the stage sets and packing the instruments immediately after the show. Load-out takes approximately 1.5 (one and a half) hours. Depending on the loading dock condition, it can be shorter or longer.

11:30pm (After load-out) — The company eats dinner after the load-out. If there is venue regulation to leave the facility at certain time, production manager of the venue has to notify THE COMPANY's Tour Manager in advance and provide ample take-out containers.

In the case of multiple performances: on days after the first performance, THE COMPANY will need access to the theatre (work light only) at latest five (5) hours prior to the house opening.

In case of multiple performances including matinee, THE COMPANY will need access four (4) hours prior to the house opening. The crew call should be one (1) hour before house opens.

All times are subject to change and will be confirmed during the advance process.

**LOCAL PRESENTER AGREES TO SUPPLY THE FOLLOWING AT ITS OWN EXPENSE:**

<b>STAGING DIMENSIONS</b>	
Proscenium Width	Sixty (60) feet
Proscenium Height	Thirty (30) feet
Grid Height	Seventy-two (72)
Performing Space (depth from plaster line to last lineset)	Fifty-three (53) feet
Performing Space (width from leg to leg)	Fifty-three (53) feet
Wing Space (off stage of proscenium)	Twenty-six (26) feet wide each x full stage depth

THE COMPANY will not use the orchestra pit, except for when the performing space is smaller than the dimension indicated above.

Interior access from backstage to the side of the house as well as the rear of house or lobby directly to the stage via stairs or ramps is also required for entrances and exits through the audience.

<b>BACKSTAGE</b>
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The backstage area must allow for fast entrances and exits with props and instruments.

Three tables at least 2' 6" on each side have to be provided. A clear and well-lit crossover is essential for all performers. The backstage must be well-lit with running lights left and right to aid performers with no light spill onstage and cleared of all possible obstructions.

With its amount of instruments and props, the company require the usage of wing area and back stage as much as possible. Therefore stage wings and backstage area must be organized and the company may request to move some objects to create clear spaces.

<b>FLOOR</b>
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The company will travel with its own floor sheet that can cover the area size of 60 feet by 53 feet. Installation of the sheet will be applied under the direction of the touring technical director.

### SCENERY

Basic stage plan and technical riders will be provided in advance.

The production requires about twenty six (26) flybars. (The number is subject to change depending on the production design.)

26 flybars will be used for:

Cyclorama, Upstage full black, scenic drop x two (2) (brought by TAO), Mid stage full black, Scrim (brought by TAO), Downstage full black, house curtain, five(5) sets of legs, five(5) borders, five(5) LXs and three (3) flybars for overhead microphones.

### INSTRUMENTS

THE COMPANY travels with all of its own musical instruments.

The members of the performing company spend years training and learning not only to play drums, but also how to handle drums/equipment. Drums and equipment are fragile (despite their size and weight) and extremely expensive.

Assistance with unloading and loading the truck is welcomed; however, as assembly of stands and carts is part of the tuning process, TAO prefers to handle the drums and all of the related equipment once they are on the stage. Stage hands may handle instruments only when THE COMPANY asks for help.

### AIR-CONDITIONING

Because it's made out of leather, the instruments (Drum Skins) are very sensitive for temperature and humidity. The preferred condition is 45% of humidity.

Opening and closing of all the doors in the facilities including the loading dock will be directed by the company leader to adjust the conditions. The presenter is required to prepare two big fans to be used for maintenance of the instruments.

### HOTEL ACCOMMODATIONS

THE COMPANY requires 17 hotel rooms (9 singles and 8 doubles) with complimentary continental breakfast and wireless internet direct-billed to THE PRESENTER (double rooms should contain two beds).

**All hotels must be approved by Artist Management in advance.**

~~The company requires 4 additional single rooms for the first 7-10 days of the tour, to be advanced and confirmed with the Tour Manager. 17 rooms for 2 nights, per face of contract.~~ *DS*

### LOCAL TRANSPORTATION

One runner with a car or van is also requested during the day for the needs of THE COMPANY.

## **TRANSPORTATION & TRUCKING**

THE COMPANY travels in a 56-passenger coach bus. The tour will be accompanied by 53 ft truck and advance technical staff's van. Parking for the vehicles should be reserved 12 hours prior to the show's start time until THE COMPANY's departure after the show. THE PRESENTER is required to prepare all parking permits and provide maps and clear directions to the loading dock and parking locations.

### **LOADING DOCK**

The show consists of musical instruments, stands, carts and costumes that will arrive in one 53' foot truck. **THE LOCAL PRESENTER should be sure that the load-in route is adequate and arrange for truck parking in advance.** The route from the loading dock to the stage must accommodate an 850 lb. 6'W barrel-shaped drum, and minimum required dimension for the opening of the dock is 7.8 feet X 7.8 feet X 7.8 feet. Also, if the loading dock does not have roof to protect the equipment from rain or snow, the presenter needs to provide vinyl tarps and towels.

### **MASKING**

Black velour legs and borders sufficient to fully mask the open stage are required. THE COMPANY's standard configuration is four (4) openings per side, which requires five (5) pair of legs and five (5) borders. The legs should provide adequate masking for the side and backstage area and allow for easy entrances and exits both stage left and stage right.

### **LIGHTING**

The show uses locally-provided lighting equipment except for lighting console. Lighting plan will be provided by THE COMPANY in a timely manner.

All lighting fixtures must be hanged, patched, colored and ready to focus prior to THE COMPANY's load-in. The venue is to provide gels for their fixtures per the forthcoming plot.

The lighting cues are called or executed by THE COMPANY's Lighting Designer, preferably from a centrally located lighting or sound booth in the back of the auditorium with a clear view of the stage.

### **EFFECT EQUIPMENT**

THE PRESENTER shall provide two (2) haze machines. The use of haze is heavy at times and may trigger some smoke detectors. It is the responsibility of THE PRESENTER to arrange for any staff necessary to ensure that these effects will be possible without setting off house fire system.

### **SOUND**

The show uses locally- and tour-provided sound equipment. A complete sound plot will be sent by THE COMPANY in a timely manner.

THE COMPANY performs entirely with live amplified music and retains the sole right to set amplification levels. Please advise THE COMPANY's Technical Director of any audio restrictions in advance.

All equipment listed on the forthcoming sound plot shall be provided at the sole expense of THE PRESENTER and must be in the theatre before the scheduled load-in.

### **INTERCOM**

Headset communication between light board, stage right for the stage manager, fly rail, and the THE COMPANY'S Lighting Designer is required and should be in place before the afternoon rehearsal. If the light booth is enclosed, a booth monitor speaker with volume control is needed. There should be a live monitor feed of stage sound to the dressing rooms.

### **WARDROBE**

Costumes will require laundering, ironing, and/or steaming. Some repairs may be needed.

One (1) wardrobe person is required for a maintenance call. THE COMPANY will need to do at least one load of laundry (depending on the capacity of the machine) after the show during the load-out. If there is no washing machine available at the venue, please provide THE COMPANY an alternative washing machine options (for example, transportation to nearest Laundromat, hotel, etc.).

Costume racks for approximately sixty (60) costumes are required as well as a washing machine with soap, dryer, irons, and ironing boards.

### **DRESSING ROOMS**

Adequate dressing room facilities are required for fourteen (14) performers (10-12 men and 2-4 women), and should be equipped with hot and cold running water, toilet facilities, bright lights and mirrors. These should be close to the stage or there must be a backstage area for quick costume changes.

The quick change booth needs to be right by the stage for female performers' quick change. The location will be determined after the company's arrival. The room can be simple and temporal.

### **GREEN ROOM**

A large, bright room with tables and chairs for twenty-one (21) people is needed for THE COMPANY to eat in prior to the performance. See *CATERING* section below for more information.

The Green Room should be located near the dressing room(s) and must be heated and cooled as appropriate.



### PRODUCTION OFFICE

A room suitable for six (6) persons to comfortably work is required as a production office for the duration of THE COMPANY'S time in the venue. This room should be secure and well lit with tables or desks, chairs, and a coat rack with hangers and be close to the stage and dressing rooms. This room should have wireless internet and a telephone from which local and calling card calls can be made. THE COMPANY requests the same conditions for Show Director.

### CREW REQUIREMENTS

As specified previously in this document, masking and lighting area to be hanged prior to THE COMPANY'S load-in. This crew schedule assumes that THE LOCAL PRESENTER has done so.

Technical set-up will most likely take at least nine (9) hours preceding the performance: unloading, hanging, and assembly of THE COMPANY'S scenery, setting up of stage props, lighting focus and cuing, testing the effects and sound levels, and warm-up for the performers.

If the house is run by union, the presenter must notify its regulations, minimum and maximum labor hours, required break hours, and any other regulations to the technical director in advance.

The PRESENTER agrees to provide all required stage personnel for set-up, performance(s), and load-out. The following is the minimum crew requirement:

LOAD IN CREW	RUNNING CREW	LOAD OUT CREW
1 Electrician / 3 Light Crews	1 Electrician	1 Electrician / 3 Light Crews
1 Flyman/Rigger	1 Flyman	1 Flyman/Rigger
1 Sound Operator	1 Sound Operator	1 Sound Operator
5 Stage Hands		5 Stage Hands
1 Wardrobe		
1 Runner		

In addition to the above crew, THE PRESENTER agrees to provide a local Technical Director familiar with the place of production. If riggers and/or truck loaders are required in addition to the crew list above, THE LOCAL PRESENTER will add them.

If the venue is the last venue of the tour, THE COMPANY requires five (5) additional stage hands for packing and loading the freight

### **CATERING**

THE PRESENTER will provide the below hospitality in the Green Room at all times THE COMPANY is in the facility:

- Bottled still spring water [about 40 bottles, 1 pint (500ml size)]
- Whole milk (1 gal. size) \*Not Non Fat Milk
- STRONG coffee (no decal)
- Hot tea
- 100% fruit juice (few / gal. bottles: orange, apple, grape, etc.)
- Snacks/Sweets (chocolate, cookies, lollies, etc.)
- Bread and butter with assorted jam and Nutella
- Deli tray (half size) with appropriate condiments
- Bananas and other fresh fruit
- 5-10 lbs. of ice
- Cups and utensils (paper plates and forks, knives and spoons)

#### **Lunch:**

In addition to a provided meal, THE COMPANY prefers to cook its own lunch in the theatre wherever possible. THE COMPANY will bring its own hotpots, rice cookers, etc. but appreciates a set-up cooking area in Green Room if no kitchen is available. Please inform Columbia Artists if this is not possible due to house regulations.

#### **Dinner:**

PRESENTER will provide a hot meal in the Green Room following load out (about 1.5 hours after the end of the show). Preferred menu items include at least one rice dish, soup, salad, vegetable, fish, chicken, beef, pasta, etc. These selections can be either chosen or combined from Japanese, Indian, Chinese, Italian, or local cuisine. Please confirm suggested menu with the Tour Manager. Take-out containers are appreciated for company members who do not eat immediately after the performance.

Bottled water should also be available ON STAGE by 5 pm for an evening show, 12 pm for a matinee.

### **FILMING**

Photos and any recording devices will be strictly prohibited during each performance. THE PRESENTER will make a pre-show announcement asking the audience to turn off cell phones and to refrain from taking pictures. The PRESENTER and its staff will enforce this rule during the performance. THE COMPANY will film each show to maintain show quality. Please provide an available area with power, clear of the audience, preferably in the center of the house. Permission for THE COMPANY to take photos will be authorized.

#### HOUSE TICKETS

ten (10), per #9 terms and conditions of contract

The Company requires twenty (20) complimentary house tickets in the best location for each performance. No tickets to be released by PRESENTER without Artist or Artist Management approval.

#### MERCHANDISE

Two skirted 8' tables and four (4) easels are required in the lobby for selling the TAO CDs and DVDs. THE COMPANY will provide their own seller, who will have the sole and exclusive right to retain 100% of the receipts therefrom.

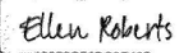
#### MEDIA, PUBLICITY, & PROMOTION

Receptions following performances, press interviews, television, and photo calls are only to be arranged with Columbia Artists and Tour Manager in advance of arrival date.

NOTE: PHOTOS, ESPECIALLY WITH FLASH, AND RECORDING ARE STRONGLY PROHIBITED DURING PERFORMANCE.

The Theatre is requested to please make a pre-show announcement asking all cell phones be turned off and no photography of any kind is allowed.

Agreed and Accepted:

DocuSigned by:  
  
490B6CF0BC3F425

Local presenter

Ellen Roberts, VP Administrative Affairs  
2/25/2022

**McAninch Arts Center at College of DuPage  
CONTRACT / AGREEMENT RIDER**

This Rider, dated **Wednesday, November 3, 2021**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **IMG Artists f/s/o Drum Tao** (herein known as ARTIST).

**Relationship / Provisions**

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
4. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 5a. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 5b. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

**Payment**

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties.

**Insurance / Indemnity / Force Majeure / Cancellation**

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance 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 Purchaser (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. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

**Choice of Law and Forum**

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

**Tech / Hospitality Rider**

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

#### **Ticketing**

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

#### **License / Permits**

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

20. PURCHASER confirms that it is the sole responsible authority for the venue.

21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

#### **Tobacco / Alcohol / Drug Clause**

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

#### **Sponsorship**

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

#### **Merchandising / Concessions**

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

#### **Marketing / Public Relations / Programs**

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

#### **Performance Radius**

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.


#### **COVID-19 Protocol**

31. Per Section 4 of the Illinois Executive Order 2021-20 (COVID-19 Executive Order No. 87) dated August 26, 2021, it is understood that PURCHASER is part of an Institution of Higher Education and requires all employees, volunteers, and contractors to be fully vaccinated against COVID-19. ARTIST and any other individuals associated with ARTIST who will be present on-site during day of show or load-in/load-out must provide proof of vaccination against COVID-19 or a negative COVID test within 72 hours of arrival.

**COLLEGE OF DuPAGE  
McAninch Arts Center**

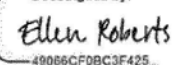
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: \_\_\_\_\_

Date: 12/2/21

DocuSigned by:  
  
By: \_\_\_\_\_  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 2/25/2022

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**McAninch Arts Center  
Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Ellen McGowan	630-942-3009, <a href="mailto:mcgowan@cod.edu">mcgowan@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Education Coordinator – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



IMGARTI-01

J SADOFSKY

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
2/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> La Playa LLC 222 Purchase Street Unit #303 Rye, NY 10580	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (646) 665-7737	<b>FAX (A/C, No):</b>
<b>INSURED</b>  IMG Artists LLC 7th W 54th St New York, NY 10019	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Atlantic Specialty Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		CP07074-04	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CP07074-04	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		EX03026-03	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is hereby included as Additional Insured or loss payee where their interest may appear for claims arising out of the operations of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

McAninch Arts Center, College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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**Hiscox Insurance Company Inc.**

Policy Number: US UEN 2789826. 22  
Named Insured: Drum Tao  
Endorsement Number: 1  
Endorsement Effective: 02/ 12/ 2022

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

**Policy Change Endorsement**

In consideration of the endorsement premium charged or returned as stated above and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Section(s) listed below:

**COVERAGE PARTS AFFECTED**

Commercial General Liability Coverage Part

**CHANGES**

**The Policy Declaration is amended as follows.**

**The following line of business has been amended:**

Line of Business: General Liability

**The following coverages are added:**

Person or Organization Premium: \$0

**The following forms are added:**

EGL E4316 (03-15) Additional Insured - Person or Organization

**All other terms and conditions remain unchanged.**

Authorized Representative

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

Class 2

2-14160 - Film Producers/Theatrical Producers Indemnity Insurance

Includes copyrighted material of Insurance Services Office, Inc., with its permission.





**Additional Insured – Person or Organization**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization (Additional Insured)
McAninch Arts Center, College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137

- I. It is agreed that WHO IS COVERED is amended to include the person or organization stated in the Schedule above as an additional **insured**, but only to the extent of such additional **insured's** liability for **bodily injury, property damage or personal and advertising injury** caused by or arising from **your** acts or omissions or the acts or omissions of those acting on **your** behalf:

- A. in the performance of **your** on-going operations; or  
B. in connection with **your** premises owned by or rented to **you**.

However, if coverage provided to the additional **insured** is required by a contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to under this Coverage Part, whichever is less.

- II. For the purposes of coverage provided by this endorsement only, HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

- A. required by the contract or agreement; or  
B. available under the applicable Limits of Insurance stated in the Declarations;  
whichever is less.

Any payments **we** make under this endorsement will be a part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** Re: Request for Approval - IMG Artists/Drum Tao COI and Endorsement  
**Date:** Wednesday, February 16, 2022 3:00:50 PM

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Hi Molly,

This is perfect. **Accepted as presented.**

Phil Gieschen  
Coordinator / Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellen, IL 60137  
630/942-2993

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**From:** Junokas, Molly  
**Sent:** Wednesday, February 16, 2022 2:27 PM  
**To:** Gieschen, Philip  
**Subject:** Request for Approval - IMG Artists/Drum Tao COI and Endorsement

Good afternoon Phil,

Would you please review the attached Certificate of Insurance and Endorsement Page when you get a moment and let me know if they are acceptable as presented? This is for a performance at the MAC on 03/13/22 by Drum Tao.

Please let me know if you need any other information, such as the performance agreement, and I will be happy to share with you.

Thank you,

**Molly Junokas**  
McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

**SEPTEMBER 23, 2021**

**COLLEGE OF DuPAGE  
REGULAR BOARD MEETING  
BOARD APPROVAL**

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**SUBJECT**

MAC Touring Artist contracts for 2021-2022 Season for total amount not to exceed \$450,000.

**REASON FOR CONSIDERATION**

Contracts exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

**BACKGROUND INFORMATION**

The McAninch Arts Center presents an annual touring season of National and International artists each year to fulfill the cultural mission of the College. Booking of artists by MAC administration is approved per College of DuPage Board Policy 10-95. The earlier that we can book and confirm artists, the better it is for our season.

The booking of talent is very competitive in the Chicago market, as there are several performing arts centers in the area such as: Paramount Theatre in Aurora, River's Edge Park, Joliet's Rialto Theater, Elgin Community College, North Central College, Skokie Center for the Arts, Genesee Theatre, City Winery, and dozens more. These performing arts centers compete and collaborate for available talent.

Curating and negotiating talent at booking conferences and through block booking with other presenters gets us the most competitive pricing possible. The MAC uses Celebrity Access and Pollstar to compare maximum gross potential of artists and to confirm and ensure competitive pricing of talent.

**The following artist contracts are \$15,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2021-2022 Season:**

- Mike Super – EastCoast Entertainment/Mike Super – 10/17/21
- The Texas Tenors – Chaplin Entertainment/The Texas Tenors – 11/21/21
- Greatest Love of All – Creative Booking Agency – 01/28/22
- Piaf! The Show – IMG Artists – 02/11/22
- Danú – Baylin Artists – 03/13/22
- ABT Studio – CAMI Music – 03/25/22
- One contract TBD

**The following artist contracts are \$25,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2021-2022 Season:**

- BoDeans – Northstar Artists/BoDeans Inc – 03/04/22
- Drum TAO – IMG Artists/Drum Tao – 03/12/22
- The Ten Tenors – Opus3 Artists/Tenorissimo – 03/27/22
- Heather Headley – Creative Arts Agency/Ossum One Inc – 04/03/22
- Oak Ridge Boys – William Morris Endeavor Entertainment – 05/08/22
- One Contract TBD

Pricing and negotiations for artists are confidential to facilitate competitive pricing; therefore, we request that individual artist fees remain confidential. However, the total expenditure for the above contracts is not expected to exceed \$450,000.

This purchase complies with State Statute, Board Policy and Administrative Procedures. Contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part are exempt from bidding under the Illinois Public Community College Act 110 ILCS 805/3-27.1.

Areas of the College such as, but not limited to, the Arts Center, Business Solutions, or Conference & Events may need to authorize contracts for speakers, productions, training, equipment rental, and other professional services.

Within the limitations of the budgets of those areas, Administrative Procedure 10-95 allows for

the administration of those areas to initiate those contracts. In accordance with Administrative Procedure 10-60, these contracts must be approved by the Vice President of Administrative Affairs.

FY2022

MAC Touring: Performing Arts Services: 05-60-11601-5309004 not to exceed \$450,000.00

Primary Strategic Long Range Plan Goal: Arts, Culture & Community Engagement. To accomplish this, we will: Create an equitable and inclusive community, and improve livability through the arts. Be the region's premier choice for the arts and cultural programming. Deliver responsive programming to support life-long learning. Create opportunities to further partner and engage with external communities.

Secondary Strategic Long Range Plan Goal: Economic Development. To accomplish this, we will: Cultivate equity and inclusion principles and practices into economic development activities. Provide training and education consistent with regional workforce needs. Support regional business through incubator, accelerator, and consultation programs. Collaborate with community and business partners to advance regional economic impact and workforce development.

#### RECOMMENDATION

That the Board of Trustees approves the contracts for all artists listed above for a total expenditure not to exceed \$450,000 payable to the artists and their respective agents and the release of these payments over \$15,000.

#### STAFF CONTACT

Diana Martinez, Director McAninch Arts Center ext. 3007

**BOARD APPROVAL**

**SIGNATURE PAGE**

MAC Touring Artist Contracts for 2021-2022 Season for total amount not to exceed \$450,000.00.

*Maureen Dunne*  
\_\_\_\_\_  
**BOARD CHAIR**

**September 23, 2021**  
\_\_\_\_\_  
**Date**

*Heidi Holan*  
\_\_\_\_\_  
**BOARD SECRETARY**

**September 23, 2021**  
\_\_\_\_\_  
**Date**

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

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**Check Request - IMG Artists Drum Tao Deposit 03/12/22**

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

Wed, Mar 2, 2022 at 06:04 PM GMT

CC:

BCC:

Good morning,

Please see attached for a MAC Check Request for IMG Artists LLC. This is the deposit for Drum Tao's artist fee – a group that will be performing at the MAC on 03/12/22.

Please note, payment will be ACH.

All the best,

**Molly Junokas**

McAninch Arts Center, College of DuPage

630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

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**1 attachment**

Signed Check Request Form IMG Artists Drum Tao Artist Fee Deposit 03-12-22.pdf



## Accounts Payable Office

## 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: 02/22/22 Vendor ID: 1086528 Vendor Name: IMG Artists, LLC  
 Payee Address: 7 West 54th St New York, NY 10019 Payment Due Date: ASAP

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR22-DRUMDEP	06-40-02825-5309004	SVOG: Performing Arts Services	8,000.00
	05-60-11601-5309004	MAC Touring-Performing Arts Services	5,600.00
Total			\$ 13,600.00

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:

Artist Fee Drum Tao 03-12-22 (Deposit)

Other Instructions:

ACH Payment - ASAP Disbursement Date.

**APPROVED**  
 By Ellen M. Roberts at 3:39 pm, Mar 08, 2022

Note for MAC: TR22\_DRUM 460 Artist Fees

All requests will require the following approvals:

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2022.03.22 15:19:50 -0500 Print Name: Molly Junokas  
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.02.22 15:55:20 -0500 Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): Ben Ho Digitally signed by Ben Ho  
Date: 2022.02.22 15:16:14 -0500 Print Name: Ben Ho

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: 2022.02.22 15:16:14 -0500 Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis Digitally signed by Mark Curtis  
Date: 2022.02.22 15:16:14 -0500 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 (SAC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu).