

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1531072

Vendor Name: Columbia Artists Music, LLC,D/B/A CAMI

Invoice Number: TR22-ABTBAL

Invoice Date: 2/18/2022

PO Number:

Check Number: E0088675

Check Amount: \$ 12,000.00

Check Date: 03/15/2022

Voucher Number: V0732371

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: 02/18/22 Vendor ID: 1531072 Vendor Name: Columbia Artists Music, LLC D/B/A CAMI Music LLC

Payee Address: 1500 Broadway 19th Floor, New York, NY 10036 Payment Due Date: 03/25/22

| Invoice Number | GL Account number(s)<br>e.g. 01-80-00757-5401001 | GL Account Name<br>e.g. Office Supplies | Amount              |
|----------------|--|---|---------------------|
| TR22-ABTBAL    | 06-40-02825-5309004                              | SVOG: Performing Arts Services          | 5,000.00            |
|                | 06-40-05501-5309004                              | IAC/PIE: Performing Arts Services       | 5,000.00            |
|                | 05-60-11601-5309004                              | MAC Touring: Performing Arts Services   | 2,000.00            |
|                |  |   |                     |
|                |  |   |                     |
| <b>Total</b>   |  |   | <b>\$ 12,000.00</b> |

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 ABT Studio Company 03/25/22 (Final)

Other Instructions:

ACH Payment - 03/25/22 Disbursement. Final payment for performance on 03/25/22.

Note for MAC: 460 Artist Fee TR22\_ABTSTUDIO

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

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2022.02.18 14:34:48 -06'00' Print Name: Molly Junokas

Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.02.22 15:53:01 -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 15:49:58 -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 15:51:01 -06'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Chavez Digitally signed by Mark Curtis Chavez  
Date: 2022.02.23 15:51:01 -06'00' Print Name: Dr. Mark Curtis Chavez

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.

# CAMI Music LLC

## ARTIST / ATTRACTION FIXED COMPENSATION AGREEMENT

Agreement made this 15<sup>th</sup> day of April 2020 by and between CAMI Music LLC (hereinafter called the "Manager"), located at 1500 Broadway, New York, NY 10036 for the services of ABT Studio Company (the "Artist"), and College Of Dupage McAninch Arts Center (Presenter) with its principle place of business at Glen Ellyn, IL, (hereinafter called "Presenter").

1. Details of Performance(s)  
(a) Presenter hereby engages from Manager the services of Artist for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein, and Manager hereby agrees that Artist shall render such services, subject to the terms and conditions set forth herein.

(b) Agent shall mean: CAMI Music LLC

(c) Number of Performances: 2

(d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s):

Friday, March 25, 2022 - One (1) master class from 1pm - 2:30pm. Exact number of students to be determined during advance

Friday, March 25, 2022 - One (1) public performance at 7:30 pm

Presenter is reserving Thursday, March 24, 2022 for load-in

(e) Rehearsal(s), Date(s), Time(s), and Place(s):

(f) Theatre Name, Address, Seating Capacity, Stage Entrance:

College of Du Page McAninch Arts Center - Mainstage  
Glen Ellyn, IL  
USA  
793 Seats

(g) Program and Repertoire:

(h) Presenter's Representative Phone & Fax Numbers: Diana Martinez

2. Performance Deposit: ~~Within one Business Day of this Contract~~ **ASAP after full execution** of this Contract, Presenter shall pay to CAMI Music by wire transfer (See Section 4 -- Payment of Compensation) a (20%) deposit of the negotiated fee **Fifteen thousand (\$15,000) USD** ("Performance Deposit") to be held by CAMI Music in accordance with this Contract. In the event that the transactions contemplated by this Contract are consummated, the Performance Deposit shall be applied to the negotiated fee as set forth in Section 3 on page 1 of the Contract. In the event that this Contract is terminated for any reason outside Force Majeure (See Section 15 on page 2 of contract) the deposit will not be returned.

3. Compensation: The compensation to be paid by the Presenter to the Manager shall be the sum of (\$5) Fifteen thousand (\$15,000) USD plus

Two (2) nights hotel- six (6) doubles and four (4) singles

No local ground

Rider is attached and integral to agreement

EXCLUSIVITY: 35 miles 90 days prior and after (USD)

4. Payment of Compensation: The compensation hereunder shall be paid by the Presenter to the Manager **no later than one (1) business day after the final performance**. Payment shall be made only by wire transfer or certified check. **Check made payable to Columbia Artists Music LLC.**

**Payment Contact:**

Columbia Artists Music LLC  
1732 First Avenue #436  
New York, NY 10129-8

**US Wire Information:**

Bank: JP Morgan Chase Bank  
270 Park Avenue  
New York, NY 10017 - USA  
Swift: CHASUS33  
Routing Number: 021000021  
Account Number: 957-098146

**NOTE:**

Wire amount should be NET outgoing wire fees applied by your financial institution.

5. House Seats: Number of house seats reserved at the regular price/complimentary for Manager per Performance until (1) hour prior to each such Performance.
6. Binding Effect: THIS AGREEMENT SHALL NOT BE BINDING UPON THE ARTIST UNTIL EXECUTED BY THE MANAGER. THE MANAGER IS NOT OBLIGATED TO PRESENTER HEREUNDER AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF THE ARTIST, OR FOR THE NONPERFORMANCE BY THE ARTIST OF ITS OBLIGATIONS HEREUNDER. THE NON-ARRIVAL OF THE ARTIST CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER AS SET FORTH ABOVE SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL PROVISIONS" AND ALL OF THE REQUIREMENTS SET FORTH IN ANY ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH IN FULL ON THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above set forth.

By: College Of Dupage McAninch Arts Center

Presenter (Organization Name)

By: X

*Ellen Roberts*

2/11/2022

By: CAMI Music LLC

Manager

By: X



## ADDITIONAL PROVISIONS

6. **Requirements:** Presenter agrees to furnish and fulfill the following Requirements as well as those Requirements set forth in any Addendum annexed hereto at its sole cost and expense for each Rehearsal and Performance:
- A PIANO(s), PROPERLY TUNED, if required.
  - A microphone on the stage of the Theatre and a sound system in good working order, if required.
  - (1) The Theatre, properly lighted, heated, equipped and cleaned; (2) ushers, ticket sellers, ticket takers, all necessary attaches and special police; (3) suitable dressing rooms for the personnel of the Manager and space for equipment.
  - (1) Any necessary personnel which may be required by Manager to unload the vehicles carrying the Manager's equipment and property, to bring such equipment and property to such place within the Theatre as the Manager's representative shall determine, and after the last Performance to remove such equipment and properties from the Theatre and to return such equipment and properties and load such equipment and properties on the vehicles; and (2) all other personnel which may be necessary in connection with the Performance(s) and Rehearsal(s) including without limitation, stage hands, spot light operators, stage carpenters, electricians, sound technicians, dressers, property men, wardrobe personnel, additional and/or standby musicians, and any other local labor which shall be necessary and required by Manager, and/or required by any union having local jurisdiction.
7. **Unions:** The Presenter agrees to adhere to and abide by the applicable rules and regulations of all unions having jurisdiction over the Performance(s).
8. **Presenter's Warranties and Representations:** Presenter hereby warrants and represents to Manager as follows; (a) that it owns the Theater (b) that admission to the Performance(s) and seating in the Theatre shall be without regard to race, color, religion, or national origin, (c) that the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s).
9. **Advertising Material:** Presenter agrees to use only photographs furnished by the Manager. Upon Presenter's request Manager may, but is not obligated to, furnish such quantities of press materials, heralds, window cards and three-sheet posters as the Manager in its sole discretion deems necessary or desirable. Presenter agrees to imprint, distribute and display properly all materials so received without charge or alteration. Presenter hereby agrees that Agent on behalf of Manager shall have the right to approve the contents of all advertising and publicity materials Presenter wishes to utilize both as to form and substance and such approval shall not be binding upon Agent unless in writing executed by Agent.
10. **Concessions:** Subject to whatever standard house concession is in effect on the date of this Agreement, the Manager shall have the right to have such persons as it may desire sell souvenir program books and other merchandise in the lobby of the Theatre immediately prior to and after each Performance and during each intermission. ~~Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales; agrees to turn over to the Manager any such fee, remuneration or other compensation as and when received by it and agrees to use its best efforts to enable the Manager to sell such souvenir program books without cost to it.~~  
If presenter provides seller, presenter shall receive 20% of sales to cover cost of labor
11. **Program:** The Artist will select and provide the works to be performed for the Performance(s). If the Artist has a choice of works, or a variety of programs, the Presenter, on reasonable prior written notice to Agent, shall have the right to select the program or works from such choices. Presenter agrees at its own expense to print and distribute for each Performance a sufficient quantity of house programs conforming to the program copy furnished by the Artist. The Artist will make the best efforts to confirm the program choice of the presenter.
12. **Credit to Agent :** All programs shall carry a credit to Agent, Artist's piano company, and Artist's record company(s), in position and prominence as Agent may specify, either in any Addendum annexed hereto or by prior written notice to Presenter, and shall include such other credit lines as Agent may reasonably request.
13. **Restrictions:** Presenter agrees to make all possible efforts to prevent the broadcasting, recording, transmission, photographing, or any other transmission or reproduction of the Performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual, or audio-visual means as soon as practicable following their knowledge of the same. Presenter further agrees that unless specifically set forth in this Agreement, the Performance(s) by the Manager shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Manager shall perform at a performance without the prior written consent of the Manager.
14. **Indemnity:** ~~Presenter hereby~~ All parties agree agrees to indemnify ~~Manager and Artist~~ each other from and against any claim of breach of any of ~~Presenter's~~ representations, warranties And agreements hereunder and from any claims of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performance(s), except with respect to any claim proven to be due solely to the willful act of Artist or Artist/Attraction, from which claim Artist/Attraction similarly agrees to indemnify Presenter. Revisions indicated as accepted by vendor in email dated 2.3.22.
15. 15a. In the event that one or more of the members of the Artists' company is unable to perform because of ill health, physical disability, or other reasons beyond his or her control or Artist's control, Artist shall endeavor to furnish a substitute, which substitute the Presenter agrees to accept. Artist shall in no event be liable for the failure of any such member to perform.
- 15b. In the event that the performance of any of the covenants of the Agreement on the part of the Artist or the Presenter shall be prevented by war, act of God, illness, epidemic, pandemic or other public health crisis, physical disabilities, compliance with the laws, acts, orders, rules, directions or regulations of government or public authorities (including, but not limited to, closure of non-essential businesses by the State and/or the City of New York at any time during which preparation for or execution of the contractual obligations contained herein), labor interruption, delay of transportation services, or any other similar or dissimilar cause beyond their control (each, a "Force Majeure Event"), they shall be relieved of their obligations hereunder with respect to the Performance so prevented.
- 15c. Upon the occurrence of a Force Majeure Event, CAMI Music on behalf of ABT Studio Company shall, in coordination with the Presenter, enter into good faith discussions to reschedule the Program(s) on a future mutually agreeable date or digital content/alternate live production for a paid audience to be discussed and mutually agreed on, within one (1) calendar year of the scheduled date. If a mutually agreeable date is not readily available, both parties will make every effort to keep the scheduled date for digital content or alternate live production to be mutually agreed upon, or for two (2) shortened sets to be performed by Artist on the same night to allow for best social distancing practices. In the event that no mutually agreeable date of live performance, digital content or alternate live production option is found after fifteen (15) days of the Force Majeure Event and subsequent cancellation notice, both parties shall be relieved of their obligations hereunder. Any payments made by Presenter to CAMI Music (less all amounts attributable to non-refundable, non-cancelable obligations accrued prior to the occurrence of any such Force Majeure Event) shall be returned by CAMI Music no later than sixty (60) days following the occurrence of the Force Majeure Event. For the avoidance of doubt, in the case of the successful rescheduling of the Program(s), any advance payments already made shall not be returned by CAMI Music.

16. **Notices:** All notices to Presenter and Artist/Attraction shall be in writing addressed, in the case of Presenter, to its address set forth above, and in the case of the Manager, to its address set forth above.
17. **Modification, Etc.:** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter and Manager, or Agent on its behalf. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder.
18. **Remedies:** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligation under any agreement with any other artist or attraction, or if in the sole opinion of the Agent, the financial standing or credit of Presenter has been impaired or is unsatisfactory (and any of such events shall hereinafter be deemed an "Event of Default"), then and upon the occurrence of an Event of Default, Manager shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that Manager has refused offers for other performances in order to enter into this Agreement and that Manager has incurred substantial out of pocket expenses in connection herewith; and therefore agrees, in an Event of Default, that any and all sums payable to Manager as compensation be immediately due and payable, that any and all sums paid to Artist/Attraction or Agent, in its behalf shall be retained by Manager as liquidated damages, and that Manager shall have the right to present any letter of credit furnished it for payment Manager shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default, to exercise all of its rights and remedies against Presenter at law or inequity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of Manager.
19. **Service of Process:** Presenter hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York, New York County, and the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding which may be brought by Manager against Presenter arising out of or based upon this Agreement or the subject matter thereof. Presenter hereby waives, and agrees not to assert, in any such suit, action, or proceeding, any claim that it is not subject to the jurisdiction of the above named Courts, that its property is exempt from attachment or execution, that such suit, action or proceeding is brought in an inconvenient form, or that the venue of such suit, action or proceeding is improper. Presenter hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon Presenter as if personal service had been made upon Presenter within New York State-New York County.

Illinois

the state of IL, see MAC Rider #11



Local Presenter Agrees to Furnish at Own Expense the Following (any proposed substitutions must be discussed):

**STAGING AND SOFT GOODS:**

Sprung flooring **at least 36 feet wide by 28 feet deep** required (at least 40 feet wide by 30 feet deep preferred) in order to present the full range of ABT Studio Company repertoire.

1. Suitable sprung dance floor which is resilient and gives under the weight of a dancer's body. ABT traditionally uses Harlequin Liberty sprung floor (first choice). Please discuss any proposed substitutions. ABT reserves the right to approve the flooring.
2. Marley dance floor. Color to be determined during advance.
3. Color-matched gaff tape to set up the marley (please avoid vinyl tape for this if possible). The marley floor should be both under-taped and over-taped.
4. Marks with spike tape in the following locations: quarter, eighth, downstage center, center. All marks should be covered with clear vinyl tape. These spike marks should be done in white unless otherwise discussed.
5. Black scrim, blackout drop, white cyc, and at least four sets of black legs (hung flat with no fullness) and borders (dimensions and hanging position as per ABT plot sent in advance)
6. Main Curtain
7. Crossover with blue running lights
8. Functioning, safe fly rail system with operator

**NOTE: ALL STAGING, FLOORING, AND SOFT GOODS MUST BE ASSEMBLED AND HUNG BEFORE ARRIVAL OF PRODUCTION MANAGER**

**LIGHTING:**

ABT Studio Company Production Manager will provide a VENUE SPECIFIC lighting plot to be agreed upon in advance by Presenter and ABT Studio Company. ABT Studio Company will use all house equipment which must include the items listed below. If such items are not available, the Presenter agrees discuss possible substitutions and/or to rent equipment locally as ABT Studio Company Production Manager deems necessary.

1. 8 Booms, 4 source four units each
2. Full back and front light washes
3. 3 Color cyc wash from top and bottom
4. 3 Full high side washes
5. Sufficient single specials on each electric
6. At least 96 working 2.4K Dimmers
7. Computer Lighting Consul – ETC Preferred
8. All color, templates, and template holders
9. FOH Tech table with monitor and headset communication to all necessary positions including Light Board, Sound Board, Main Curtain, Fly Rail
10. Follow spots if requested (please discuss)
11. Personal Genie lift available throughout company stay

**NOTE: SPECIFIC PLOT TO BE AGREED UPON BY PRESENTER AND ABT STUDIO COMPANY. ALL LIGHTING NEEDS – ELECTRICS HUNG, CIRCUITED, COLORED, AND TESTED - MUST BE COMPLETE BEFORE ARRIVAL OF PRODUCTION MANAGER**

**SOUND:**

1. High-quality, in-house sound system with consul
2. Minimum 4 onstage audio monitors for foldback (2 stage left, 2 stage right)
3. Boom Box, portable speaker, or other sound system for use by Staff onstage with ability to connect to a Mac laptop and/or iPhone, either via hardware or Bluetooth. Any necessary adapter cables needed for these devices must be discussed in advance.
4. Sound monitors audible in dressing rooms
5. For school/children's performances or other interactive events, 2 wireless microphones (preferred) or if not available, 2 wired microphone with 50 feet of XLR cable. If a panel discussion is part of the engagement, additional microphones may be necessary.

**OPERATORS AND STAGE PERSONNEL:**

All work done prior to ABT Studio Company arrival and during load-out to be staffed at the discretion of the Presenter.

1. FOR ALL TECHNICAL WORK CALLS & FOCUS:
  - a. 1 Light Board Operator
  - b. 3 Deck Electricians
  - c. 1 Fly Rail Operator (at the discretion of the Presenter)
2. FOR ALL OPEN REHEARSALS AND PERFORMANCES
  - a. 1 Light Board Operator
  - b. 1 Sound Board Operator
  - c. 2 Deck Electricians (1 stage right, 1 stage left)
  - d. 1 Curtain Operator (to be discussed)
  - e. 1 Follow Spot Operator (to be discussed)
  - f. 1 Fly Rail Operator (at the discretion of the Presenter)

**WARDROBE:**

1. 1 costume steamer
2. 1 iron and ironing board
3. At least 1 costume rack per dressing room
4. Access to washer/dryer laundry facilities and drying racks
5. Contact information for a local wardrobe worker

**DRESSING ROOMS & OFFICE SPACE:**

PLEASE NOTE: To discuss any Covid-19 dressing room requirements in advance.

1. Minimum of 2 Dressing Rooms seating up to 9 dancers in each, or 4 dressing rooms seating up to 5 dancers each. Dressing rooms are broken out by gender. Dressing Rooms must be clean and lighted and equipped with makeup tables, mirrors, chairs, hot and cold running water, and costume hanging facilities.
2. If dressing rooms are not connected to the stage: 2 private quick-change areas backstage, each equipped with a light, chair, mirror, and small costume rack
3. Access to at least 1 men's restroom, 1 women's restroom, and 1 gender-neutral restroom
4. Lockable Production Office space or an additional Dressing Room seating up to 4 Staff with telephone and internet access
5. Access to a printer and copier

#### **HOSPITALITY:**

1. Post-performance meal for ABT Studio Company dancers and staff for each performance. Please provide menus in advance of selection. Healthy options are preferred. Meals must be sensitive to company members' eating specifications and any food allergies/dietary restrictions. ABT Studio Company to provide a list of any such allergies/restrictions in advance.
2. Light pre-performance refreshments for each performance (e.g. granola bars, fruit, light protein, etc.)
3. If a technical rehearsal and a performance take place on the same day: an additional meal pre-performance or in between warmup class and technical rehearsal (timing to be agreed upon based on the schedule)
4. Access to drinking water backstage to refill reusable bottles, or at least 20 bottles of water with no bubbles at room temperature backstage for all technical rehearsals AND each Performance
3. On-site first aid kit
4. On-site ice or ice packs
5. Contact information for local physical therapist, chiropractor, and pharmacy

#### **PROVISIONS FOR WARMUP CLASSES AND MASTER CLASSES:**

**IMPORTANT: ALL EXTERNAL PARTICIPANTS FOR ANY ABT STUDIO COMPANY OUTREACH ACTIVITY MUST BE FULLY VACCINATED AND BE PREPARED TO PROVIDE PROOF OF VACCINATION PRIOR TO ACTIVITY FOR GUARANTEED ACCESS.**

1. Access to a Dance Studio approximating the size of the stage in easy walking distance to the Theater or the group's accommodations for dancer warmup classes and any master classes, equipped with:
  - a. Sufficient ballet barres (at least 3 feet of barre space per dancer)
  - b. Resilient floor with marley covering. Like the stage, floor should be sprung (preferred). Wooden flooring can be considered if no sprung floor is available (to be discussed), although wood laid directly on concrete is not acceptable. No marley laid directly on concrete, carpet, tile, etc.
  - c. Access to sound system for music with the ability to connect to a Mac laptop and/or iPhone, either via hardware or Bluetooth. Any necessary adapter cables needed for these devices must be discussed in advance.
  - d. Tuned piano (if a local ballet accompanist is engaged – to be discussed)
  - e. Dancers must have access to Dance Studio at least 20 minutes before class begins
2. If a Dance Studio is not available in easy walking distance to the Theater or the group's accommodations, warmup classes and master classes may be held on the stage being used for the performance(s). The stage should be equipped with the following items in order to hold onstage classes:
  - a. Sufficient ballet barres (at least 3 feet of barre space per dancer) *NOTE: Cannot use rigged theatre fly pipes flown to deck*
  - b. Boom Box, portable speaker, or other sound system for use by Staff onstage with ability to connect to a Mac laptop and/or iPhone, either via hardware or Bluetooth. Any necessary adapter cables needed for these devices must be discussed in advance.
  - c. Tuned piano (if a local ballet accompanist is engaged – to be discussed)
3. If Presenter opts to hold master classes or warmup classes in a location that is not in easy walking distance of the Theater or the group's accommodations, Presenter to provide ground transportation for all necessary personnel to and from that location.
4. If available locally, a ballet accompanist to play for warmup classes and master classes (to be discussed)

#### **MISCELLANEOUS PROVISIONS:**

1. Marley flooring onstage must be cleaned prior to each use with enough time to fully dry
2. All areas including stage, studio and dressing rooms must be heated from 70 to 75 degrees Fahrenheit
3. 2 Rosin Boxes with Rosin (or alternative slip prevention for non-Rosin theaters)
4. For children's/school performances, 2-4 portable ballet barres available onstage for demonstrations (to be discussed)
5. If a panel discussion is part of the program, 4-6 chairs or stools for speakers (to be discussed)
6. Extra spike tape in various colors

## SCHEDULE REQUIREMENTS

*Schedules will be mutually agreed upon with Presenter on case-by-case basis; the following is meant to serve as a general guideline.*

1. 3 hours for load-in. ABT Studio Company does not use sets; load-in is used to set lighting/sound and wardrobe.
2. 90 minutes for dancer warmup class prior to any other dancer activities, on each day the dancers are rehearsing or performing. If curtain time is before 12pm, warmup class is shortened to 1 hour. Warmup class can occur simultaneously with load-in if there is a separate Dance Studio available (warmup class cannot occur onstage during load-in).
  - a. Master classes for local students can double as warmup classes for the Studio Company dancers (dancers participate alongside the local students).
3. 3 hours for technical rehearsal with dancers.
4. All technical rehearsals, master classes, or other activities must be completed at least one hour prior to curtain time.

**PUBLICITY:**

1. Each Performance shall be billed under the name **American Ballet Theatre Studio Company**.
2. All publicity and advertising shall first be submitted to ABT Studio Company for approval. Drafts may be sent to Managing Director Claire Florian by email ([cflorian@abt.org](mailto:cflorian@abt.org)), approval not to be unreasonably delayed, withheld, or conditioned.
3. ABT may advertise the performance(s) but shall obtain the Presenter's prior approval before using its name, distinctive marks and trademarks.

**PERFORMANCE RIGHTS:**

Venue is responsible for securing and paying the appropriate ASAP and BMI licensing fees.

**COMPLIMENTARY TICKETS AND HOUSE SEATS:**

1. ABT shall be entitled to up to ten (10) complimentary tickets for each Performance in the highest paid section, and seat location of these tickets must be mutually acceptable.
2. In addition, ABT may reserve for-purchase up to ten (10) additional tickets.
3. ABT agrees to release these tickets, if unsold, at least twenty-four (24) hours prior to curtain time of each performance.

[PRESENTER]

-DocuSigned by:

By:

Ellen Roberts

49066CE0BC3E425

Print Name: \_\_\_\_\_

Ellen Roberts

Title:

VP Administrative Affairs

Date:

2/11/2022



ARTISTIC DIRECTOR: Sascha Radetsky  
MANAGING DIRECTOR: Claire Florian

## OVERHEAD MAGIC SHEET

# STUDIO COMPANY

## REPERTORY LIGHT PLOT TOUR 2021

| STAGE RIGHT BOOMS |          |
|-------------------|----------|
| TOPS              | R02      |
| ETC S4 26         | 424 US * |
| 575w              | 423      |
|                   | 422      |
|                   | 421      |
|                   | 420 DS   |
| MIDS              |          |
| ETC S4 26         | 414 US * |
| 575w              | 413      |
|                   | 412      |
|                   | 411      |
|                   | 410 DS   |
| SHINS             |          |
| ETC S4 26         | 405 US * |
| 575w              | 404      |
|                   | 403      |
|                   | 402      |
|                   | 401 DS   |

| CVC LIGHT |     |
|-----------|-----|
| R20       | R85 |
| 162       | 160 |

| HI SIDES       |    |
|----------------|----|
| L201           | SR |
| ETC S4 26 575w |    |
| SL             | SR |
| 18             | 19 |
| 16             | 17 |
| 14             | 15 |
| 12             | 13 |
| 10             | 11 |

| WASH                |     |
|---------------------|-----|
| R321                | R64 |
| ETC S4 PAR WFL 575w |     |
| 34                  | 44  |
| 33                  | 43  |
| 32                  | 42  |
| 31                  | 41  |
| 30                  | 40  |

| TOPS           |     |
|----------------|-----|
| NC             |     |
| ETC S4 36 575w |     |
| 125            | 124 |
| 120            | 119 |
| 115            | 114 |
| 110            | 109 |
| 105            | 104 |

| STAGE LEFT BOOMS |          |
|------------------|----------|
| TOPS             | R02      |
| ETC S4 26        | 324 US * |
| 575w             | 323      |
|                  | 322      |
|                  | 321      |
|                  | 320 DS   |
| MIDS             |          |
| ETC S4 26        | 314 US * |
| 575w             | 313      |
|                  | 312      |
|                  | 311      |
|                  | 310 DS   |
| SHINS            |          |
| ETC S4 26        | 305 US * |
| 575w             | 304      |
|                  | 303      |
|                  | 302      |
|                  | 301 DS   |

| BACK LIGHT     |     |
|----------------|-----|
| NC             |     |
| ETC S4 36 575w |     |
| 220            | 219 |
| 215            | 214 |
| 210            | 209 |
| 205            | 204 |

\* = IF SPACE ALLOWS

FOCUS to area DS of  
each electric

VENUE FOH PLOT TO BE PROVIDED TO COMPANY LD/PM DURING ADVANCE

PLEASE NOTE: COLOR NOTED ON MAGIC SHEET AND PLOT IS SUBJECT TO CHANGE BASED ON REP



# STUDIO COMPANY

REPERTORY LIGHT PLOT TOUR 2021  
OVERHEAD





## TECHNICAL RIDER

Local Presenter Agrees to Furnish At Own Expense The Following:

### STAGING AND SOFT GOODS:

1. Suitable sprung dance floor which is resilient and gives under the weight of a dancer's body. ABT reserves the right to approve the sprung floor.
2. Black marley dance floor and sufficient tape to set it up (at least 40' w x 30' d)
3. Black scrim, black out drop, white cyc, and at least four sets of black legs and borders (Dimensions and hanging position as per ABT plot sent in advance)
4. Main Curtain
5. Crossover with running lights
6. Functioning, safe fly rail system with sufficient open pipes

*NOTE: ALL STAGING, FLOORING, AND SOFT GOODS MUST BE ASSEMBLED AND HUNG BEFORE ARRIVAL OF PRODUCTION MANAGER.*

### LIGHTING:

ABT Studio Company Production Manager will provide a VENUE SPECIFIC lighting plot to be agreed upon in advance by Presenter and ABT Studio Company. ABT Studio Company will use all house equipment which must include the items listed below. If such items are not available, the Presenter agrees to rent them locally for ABT Studio Company engagement.

1. 8 Booms, 4 source four units each
2. Full back and front light washes
3. 3 Color cyc wash from top and bottom
4. 3 Full high side washes
5. Sufficient single specials on each electric
6. At least 96 working 2.4K Dimmers
7. Computer Lighting Consul – ETC Preferred
8. All color, templates, and template holders
9. FOH Tech table with monitor and headset communication to all necessary positions including Light Board, Sound
10. Board, Main Curtain, Fly Rail, and Followspots
11. Personal Genie lift available throughout company stay

*NOTE: SPECIFIC PLOT TO BE AGREED UPON BY PRESENTER AND ABT STUDIO COMPANY. ALL LIGHTING NEEDS – ELECTRICS HUNG, CIRCUITED, COLORED, AND TESTED - MUST BE COMPLETE BEFORE ARRIVAL OF PRODUCTION MANAGER*

### SOUND:

1. High-quality, in-house sound system with consul
2. Minimum 2 onstage audio monitors for foldback (1 stage left, 1 stage right)
3. 1 wireless microphone (preferred) or if not available, 1 wired microphone with 50' of XLR cable
4. Boom Box, portable speaker, or other sound system for use by Staff for rehearsal/warmup onstage with option for USB cable, iPhone connection, or CD

**WARDROBE:**

1. 1 costume steamer
2. 1 iron
3. At least 2 costume racks
4. Access to washer/dryer laundry facilities

**DRESSING ROOMS & OFFICE SPACE:**

1. Minimum of 2 Dressing Rooms seating up to 9 dancers in each, or 4 dressing rooms seating up to 5 dancers each
2. Production office or Dressing Room for Staff with telephone and internet access

**OPERATORS AND STAGE PERSONNEL:**

1. FOR ALL TECHNICAL WORK CALLS & FOCUS:
  - a. 1 Light Board Operator
  - b. 3 Deck Electricians
  - c. 1 Flyman
2. FOR ALL OPEN REHEARSALS AND PERFORMANCES
  - a. 1 Light Board Operator
  - b. 1 Sound Board Operator
  - c. 1 Flyman
  - d. 1 Color Changer/Sweeper
  - e. 1 Curtain Operator

**HOSPITALITY:**

1. Post-performance meal for ABT Studio Company and Staff for each performance. Please provide menus in advance of selection. Healthy options are preferred. Meals must be sensitive to company eating specifications and any food allergies/dietary restrictions.
2. Light pre-performance refreshments for each performance (e.g. granola bars, fruit, light protein, etc.)
3. If a technical rehearsal and a performance take place on the same day: an additional meal pre-performance or in between warmup class and technical rehearsal (timing to be mutually agreed upon)
4. At least 20 bottles of water with no bubbles at room temperature backstage for all technical rehearsals AND each Performance
3. On site first aid kit
4. On site ice packs
5. Contact information for local physical therapist, chiropractor, and pharmacy

**MISCELLANEOUS:**

1. 4 Eight-Foot Ballet Barres for warm-up onstage OR Dance Studio with sufficient barres and marley for warm-up; with tuned piano and access to sound system for music\_ *NOTE: Cannot use rigged theatre fly pipes flown to deck*
2. If dressing rooms are not connected to the stage: 2 quick-change areas, each equipped with a light and a costume rack backstage
3. 2 Rosin Boxes with Rosin (or alternative slip prevention for non-Rosin theaters)
4. All areas including stage and dressing rooms must be heated from 70 to 75 degrees Fahrenheit

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

This Rider, dated **Monday, October 25, 2021**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **CAMI Music LLC, f/s/o ABT Studio Company** (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 agrees 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.

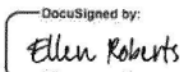
#### **COVID-19 Protocol**

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**

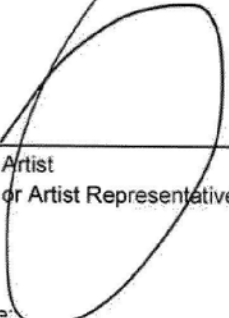
By:   
Diana Martinez  
Director, McAninch Arts Center

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

By:   
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 2/11/2022

**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Artist  
or Artist Representative

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

---

**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   |

Client#: 1842243

CAMIMUS

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/02/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

|   |   |
|---|---|
| <b>PRODUCER</b><br><b>USI Insurance Services LLC</b><br><b>1433 Hooper Ave</b><br><b>Suite 110</b><br><b>Toms River, NJ 08753</b> | <b>CONTACT NAME:</b> Christopher Machado<br><b>PHONE (A/C, No, Ext):</b> 732-908-5564 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> christopher.machado@usi.com<br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> New York Marine & General Insurance Co. <b>NAIC #</b> 16608<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br><b>Columbia Artist Music LLC</b><br><b>1180 Avenue of the Americas, 8th Floor</b><br><b>New York, NY 10036</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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS     |  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X                  | X             | PK202000022124          | 10/14/2021              | 10/14/2022 | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |                    |               | PK202000022124          | 10/14/2021              | 10/14/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |                    |               | UM202000009469          | 10/14/2021              | 10/14/2022 | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                | N/A           | WC202000021810          | 10/14/2021              | 10/14/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                   |

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

**RE: Performance Date: March 25, 2022****CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| <b>College of DuPage McAninch Arts Center</b><br><b>425 Fawell Blvd</b><br><b>Glen Ellyn, IL 60137</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br><i>Ull Scott</i> |
|--|--|

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

|  |
|--|
| <b>Designation Of Premises (Part Leased To You):</b> Per Locations on Dec Page                         |
| <b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> As per written contract              |
| <b>Additional Premium:</b> \$ 0  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. 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 to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - EXECUTORS,  
ADMINISTRATORS, TRUSTEES OR BENEFICIARIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

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:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - LESSOR OF LEASED  
EQUIPMENT - AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: Approval Request - ABT Studio Theatre at the MAC 03/25/22 Insurance  
**Date:** Thursday, January 20, 2022 10:25:31 AM

---

Hi Molly,

Insurance is accepted as presented.

Phil Gieschen  
Coordinator of Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630/942-2993  
[giesche@cod.edu](mailto:giesche@cod.edu)

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**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Thursday, January 20, 2022 9:57 AM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** Approval Request - ABT Studio Theatre at the MAC 03/25/22 Insurance

Hi Phil,

When you get a moment, would you please review this COI and Endorsement from CAMI Music? They represent ABT Studio Theatre, who will be performing at the MAC on 03/25/22.

Please let me know if the documents look acceptable, or if you need any additional information.

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 - CAMI Music LLC Artist Fee ABT Studio 03-25-22**

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

Thu, Mar 10, 2022 at 09:32 PM GMT

CC:

BCC:

Good afternoon,

Please see attached for MAC Check request for CAMI Music LLC. This is the final payment for artist ABT Studio who will perform at the MAC on 03/25/22.

Please note, payment should go ACH on 03/25/22.

Thank you,

**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 CAMI Music ABT Artist Fee Final 03-25-22.pdf