

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1396384

Vendor Name: William Morris Endeavor Entertainment,

Invoice Number: TR22-OAKDEP

Invoice Date: 4/6/2022

PO Number:

Check Number: E0089216

Check Amount: \$ 15,000.00

Check Date: 04/19/2022

Voucher Number: V0736799

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: 04/06/22 Vendor ID: 1396384 Vendor Name: William Morris Endeavor Entertainment LLC
Payee Address: 9601 Wilshire Blvd, Beverly Hills, CA 90210 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-OAKDEP | 06-40-02825-5309004 | SVOG: Performing Arts Services | 15,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$ 15,000.00 |

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 Oak Ridge Boys 05/08/22 (Deposit)

Other Instructions:

ACH Payment - ASAP Disbursement date. Deposit for performance on 05/08/22.

Note for MAC: 460 Artist Fee TR22_OAKRIDGE

All requests will require the following approvals:

Requester: Molly Junokas Digitally signed by Molly Junokas
Date: 2022.04.08 10:46:52 -05'00' Print Name: Molly Junokas
Budget Officer: Martinez, Diana Digitally signed by Martinez, Diana
Date: 2022.04.11 11:11:40 -05'00' Print Name: Diana Martinez for 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: 2022.04.11 12:05:01 -05'00' 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): Martinez, Diana Digitally signed by Martinez, Diana
Date: 2022.04.11 11:11:40 -05'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): _____ Print Name: Dr. Mark Curtis Chávez

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

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

Check Request Form (cont.)

Processing a Check Request:

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

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

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



1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 615-963-3318
email: awb@WMEagency.com

THE OAK RIDGE BOYS

OAK RIDGE BOYS, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 10 Jun 2021 between **OAK RIDGE BOYS, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **THE OAK RIDGE BOYS** (hereinafter referred to as "ARTIST") and **COLLEGE OF DUPAGE/Ellen-Roberts** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

MCANINCH ARTS CENTER
Glen Ellyn, IL 60137
USA

2. DATE(S) OF ENGAGEMENT:

Sun 08 May 2022

a. Number of Shows:

1

b. Show Schedule(s):

6pm TBA: Doors

7pm TBA: THE OAK RIDGE BOYS; (45 min.)

~~TBA: Intermission; (20 min.)~~ No intermission if possible - to be mutually agreed upon during show

TBA: THE OAK RIDGE BOYS; (45 min.)

TBA: Curfew

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

\$30,000.00 USD (Thirty Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

- Purchaser agrees to provide and pay for sound and lights consisting of four (4) follow spots as required by Artist.
- Purchaser to provide catering, per artist rider.

Production Contact:

Joe Hopper
(630) 942-2913 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation: - Purchaser to provide ground transportation.
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

***PURCHASER AGREES TO THE FOLLOWING:**

- Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.
- Advance contacts can be found at: www.orbtouring.com
- All proposed announce and on sale dates must be sent to bjeffrey.assistant@wmeagency.com for approval.

***ARTIST AGREES TO THE FOLLOWING:**

- Artist agrees to participate in two press interviews (phone-ins are acceptable) and one morning show appearance.
- Artist must provide a certificate of insurance.

Artist shall not perform a publicly advertised engagement within 35 miles of the applicable Venue, for a period of 90 days prior to or 90 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

Producer/Artist will not authorize the advertising of a subsequent public performance by Artist to be held within such radius, until the completion of the Engagement at the applicable Venue herein, unless such Engagement is sold out or unless such advertising is approved by Purchaser.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

College check or ACH payment, see MAC Rider #5

- a. All deposit payments shall be paid via ~~certified or cashier's check~~ sent to: _____ as amended

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Abby Wells Baas
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA

OR via bank wire as follows:

CITY NATIONAL BANK
54 Music Square East
Nashville, TN 37203

ABA no.: 064009445
William Morris Endeavor Account No.: 684001426
ORG: College of DuPage / REF: The Oak Ridge Boys / May 08, 2022
WME booking code: PAC 924746

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check~~ or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement. College check or ACH payment, see MAC Rider #5
as amended

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

| | CAP. | TYPE | PRICE | COMPS | KILLS | SELLABLE | FAC.FEE | PARKING | CHARITY | TIC.FEE | VIP | SCNDRY | OTHER | NET PRICE | GROSS POT. |
|--------------------|------|-----------------|---------|-------|-------|----------|---------|---------|---------|---------|-----|--------|-------|-----------|-------------|
| Sun 08 May 7:30 PM | 40 | VIP/Gold Circle | \$86.00 | 0 | 0 | 40 | | | | | | | | \$85 | \$3,440.00 |
| | 385 | Reserved | \$79.00 | 50 | 13 | 322 | | | | | | | | \$80 | \$25,438.00 |
| | 395 | Reserved | \$75.00 | 0 | 0 | 395 | | | | | | | | \$75.00 | \$29,625.00 |
| | 820 | | | 50 | 13 | 757 | | | | | | | | | \$58,503.00 |

SCALING NOTES:

- Artist Comps: 10
- Venue Comps: 10
- Discounts available for college students, seniors, and subscribers

| | |
|---------------------------|-------------|
| ADJUSTED GROSS POTENTIAL: | \$58,503.00 |
| TAX: | |
| NET POTENTIAL: | \$58,503.00 |

12. EXPENSES:

| TYPE | FLAT AMOUNT | % AMOUNT | PER TICKET | MAX AMOUNT | NOTES |
|------------------------|--------------------|----------|------------|------------|---|
| Advertising | \$8,500.00 | | | | |
| Box Office | \$500.00 | | | | Includes tickets |
| Catering | \$1,500.00 | | | | |
| Cleanup | \$275.00 | | | | |
| Credit Cards | \$1,249.31 | | | | |
| Other | \$2,500.00 | | | | Overhead |
| Other 1 | \$1,200.00 | | | | Light rental |
| Runners | \$250.00 | | | | |
| Sound & Lights | | | | | Sound rental |
| Stagehands | \$1,750.00 | | | | could increase if lighting package needs to be rented |
| Transportation | \$500.00 | | | | Ground |
| Expense Totals: | \$18,224.31 | | | | |

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

- Artist sells; CD/DVD: 90.00% of proceeds to ARTIST.
- Artist sells; Other: 90.00% of proceeds to ARTIST.
- Artist sells; T-Shirts/Soft: 85.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

Ellen Roberts

COLLEGE OF DUPAGE
Ellen Roberts
425 22nd St Fawell Blvd
Glen Ellyn, IL 60137-6599
USA

Care of: Diana Martinez
McAninch Arts Center

By:

John W. Mis

OAK RIDGE BOYS, INC.
Fed ID: 62-1066599

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Wells Baas

ADDENDUM "A"**ADDITIONAL TERMS AND CONDITIONS****A. COMPENSATION**

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement:

with the following split:
Artist sells; CD/DVD: 90.00% of proceeds to ARTIST.
Artist sells; Other: 90.00% of proceeds to ARTIST.
Artist sells; T-Shirts/Soft: 85.00% of proceeds to ARTIST
per face of contract

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

The Parties

STET

each other

STET

(2) ~~PURCHASER~~ hereby agrees to save, indemnify and hold harmless ~~PRODUCER and ARTIST~~ and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against ~~PRODUCER or ARTIST~~ or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omission of ~~PURCHASER~~ or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ~~ARTIST and/or PRODUCER.~~

Producer shall indemnify and hold harmless Purchaser, its agents and employees from any loss, damage, or expense incurred as a result of a third party claim

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for death, personal injury or property damage (collectively, "Claim") where such Claim is the direct result of the sole gross negligence or intentionally wrongful conduct of Producer, Artist, or their respective agents or employees, and only where such Claim is reduced to a final adverse judgment by a court of competent jurisdiction.

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THE OAK RIDGE BOYS
 COLLEGE OF DUPAGE

Seq.: 2890103

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement. ~~Illinois, see MAC Rider #11~~

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing. ~~State of IL~~

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

Oak Ridge Boys, Inc.®

Production Rider

This rider is a legal document attached to and a part of the contract.

The Oak Ridge Boys will be referred to as Artist or Oak Ridge Boys, Inc.® throughout this document. The person or entity contracting the service of Oak Ridge Boys, Inc.®, a Tennessee Corporation, will be referred to as Purchaser.

The Purchaser understands that the items listed within are necessary for the Artist to provide the best possible show. If Purchaser has any questions, he should immediately contact:

**William Morris Endeavor
Entertainment, LLC**
1600 Division St., Suite 300
Nashville, TN 37203
615/963-3000
615/963-3091 FAX
Barry Jeffrey
blj@WMEentertainment.com

Oak Ridge Boys, Inc.®
88 New Shackle Island Rd.
Hendersonville, TN 37075
615/824-4924
615/822-7078 FAX
John Mir
jon@oakridgeboys.com

The Purchaser understands that Oak Ridge Boys, Inc.® cannot perform without all of the following, and that the failure to provide any of the items could result in the Purchaser being in default of this contract. All additions and deletions to this contract should be initialed and dated by both parties.

PURCHASER AGREES TO FURNISH, AT HIS COST, THE FOLLOWING:

PRODUCTION

A stage which is at least three feet above the floor of the seating level. This stage is to be forty feet wide by thirty feet deep, or larger. It should be level, free of all obstructions and of a sound physical construction. Stair units are needed for both sides of the stage.

The assistance of not less than:

Eight stagehands (Twelve stagehands will be needed for full production dates)

Truck loaders are only necessary when stagehands will not unload trailer behind bus.

One qualified, licensed electrician

The electrician is required to be on hand at all times. Minors are unacceptable as stagehands due to insurance regulations. All stagehands and other personnel shall comply with the Artist's stage manager regarding placement and use of all equipment.

A runner is needed from the first call time until the end of the show. The runner must provide, or be provided with, a vehicle that can comfortably carry four people.

All call times will be set by an Artist representative. Artist's Production Manager will remain in creative control of the program and all production aspects of the performance. Artist is responsible for determining sound levels for the performance.

A representative of the Purchaser should be present and available from load-in through load-out.

Tickets need to be pulled before going on sale, for lighting and sound consoles. This area is to be at house right or house center and should be at least 20 feet wide and 10 feet deep. A section under or in a balcony is unacceptable.

Purchaser agrees that the venue (auditorium, coliseum, or theater) in which the performance is to be held, shall be available to the Artist's production staff, for technical set-up, at least eight hours prior to showtime.

Two separate dressing rooms with mirrors, soap, sinks and one dozen (12) bath towels. Additionally, ten hand towels are required for stage use.

Facilities should be clean and ready for occupancy at load-in. A shower with hot water and toilet facilities are also needed. These facilities should be located in an appropriate area backstage and totally away from the public access areas, or audience sightlines.

Purchaser will make arrangements for all lights not specifically required by local safety ordinances to be turned off during the performance. This applies to clocks, scoreboards, advertising billboards and concessions areas.

Parking is needed for two buses and one truck with one security guard during performance. Parking for the buses should be within two hundred feet of the backstage entrance. If parking is only available on the street, spaces should be blocked off.

For outdoor events, even those with stage tops, two 100' rolls of heavy plastic must be available at load-in.

SOUND & LIGHTS

Purchaser will provide, at his cost, a professionally complete sound and light system, that meets Artist's specifications. Specifications for all aspects of the production are attached or available from Artist's office.

Four follow spotlights and four experienced operators are needed for each performance. It is important that there be four identical house follow spots, equal in intensity and at similar distances from the performers. A five or six color boom should be outfitted to each light for color changes.

POWER

Lights: one 400 amp per leg, 208 volt, three-phase service within fifty feet of stage right.
Sound: one 200 amp, 208 volt, three-phase service within one hundred feet of stage left.
Buses: two 50 amp shore power outlets near bus parking.

SECURITY

Purchaser should provide an adequate security staff of experienced non-uniformed personnel who will comply with Artist's security requests. These security guards must be available to Artist before, during and after each performance. Should the performances span multiple days, security must be provided for equipment on a twenty-four hour basis.

Oak Ridge Boys, Inc.® will provide all stage passes. Purchaser agrees that any passes issued by Artist will be recognized by his security personnel.

Barriers between the stage and audience are undesirable as The Oak Ridge Boys prefer to have access to the crowd. It is requested that any barriers in place be removed except those at the sides of the stage.

Recording, broadcasting or filming of Artist's performances will not be permitted, unless authorized in advance. Working press are permitted backstage only with approval of Oak Ridge Boys, Inc.®. Amateur still photography (flash photography included) is encouraged, unless house rules prohibit this activity. Patrons are not allowed to video or audio tape performances.

PUBLIC RELATIONS

The public relations firm of The Brokaw Company represents Oak Ridge Boys, Inc.® for publicity and public relations. All advance interviews or other requests involving The Oak Ridge Boys must first be directed to the agency. Requests for press materials, including black and white photographs, color transparencies and press kits, should be directed to:

The Brokaw Company
Mr. Sanford Brokaw
phone: 310-273-2060
fax: 310-276-4037
e-mail: brokawc@aol.com

Press conferences and day of show interviews should be handled a minimum of four weeks prior to the show. Only press materials authorized by Oak Ridge Boys, Inc.® or The Brokaw Company may be used.

PROMOTIONAL MATERIALS

The Artist provides various promotional materials (listed below), and requires that *The Brokaw Company* or *Oak Ridge Boys, Inc.*® approve, in advance, any additional advertising copy/artwork. No promotional items bearing the name or likeness of *The Oak Ridge Boys* for the purpose of being sold or given away may be produced without the written consent of *Oak Ridge Boys, Inc.*®

Oak Ridge Boys, Inc. to provide, at Artist's cost:

For general press/radio –

The following items will be provided on CD ROM.

- PRESS KIT ITEMS (bio, discography, etc.)
- ARTWORK (black & white and color photos; logos; etc.)
- RADIO PROMOTION/ADVERTISING MATERIALS (promotional liners, music, and miscellaneous sound bites)

If you prefer a hard copy of these items, please contact Mr. Sandy Brokaw at The Brokaw Company. He can send you a printed press kit, black & white 8"x10" photos, and color slides.

- MERCHANDISE FOR PROMOTIONAL USE (10-15 items for giveaway) is also available upon request for use in radio station contests/promotions.

For TV –

- Footage suitable for creating a TV spot, approximately 40 seconds in length, available on 3/4" cassette, Beta SP, or 1" reel.

All of the materials are to be used under the strict guidance of Artist. To receive any/all of the above mentioned items please contact The Brokaw Company at least four weeks prior to the tickets going on sale. All requests for interviews or meet & greets must be arranged through The Brokaw Company as well.

Purchaser shall pay all costs for any necessary overnight shipments.

If a "welcoming station" is proposed for Artist's performance, authorization should be obtained from The Brokaw Company.

Purchaser agrees not to commit Artist or any of the members to any personal appearances, interviews, photos or any other type of promotional appearance without prior written consent.

Purchaser agrees that there shall be no signs, placards, banners or other advertising materials on or near the stage at any time while the audience is seated.

During performance, vending is not permitted in the audience. Any concessions areas requiring lighting, that may interfere with the performance, is to be shut down for the duration of the performance.

MISCELLANEOUS

The Oak Ridge Boys shall be afforded sole star billing in not less than one hundred (100%) percent size type. This includes prominence in all advertising, lights, displays, and all other types of advertising and publicity. Advertising, media, tickets, and signs must bill the Artist as either "The Oak Ridge Boys" (4 words) or as "Oak Ridge Boys" (3 words).

Oak Ridge Boys, Inc.® retains the right of approval of any and all support talent. Show length of support talent should not exceed forty-five minutes. Any support talent will perform under the supervision, control and direction of Artist.

No announcer or Master of Ceremonies, other than those indicated by the Artist's stage manager, shall appear without prior written approval. Artist's show does not require an introduction.

Artist shall have the right to sell merchandise at the show site on the day of show. No programs or souvenir merchandise other than Artist's may be made available to the audience.

Artist does not perform in the round.

There will be no intermission during Artist's performance, but there will be a minimum of fifteen minutes between acts. Purchaser agrees that Artist will play between sixty and ninety minutes.

COMPLIMENTARY TICKETS

Oak Ridge Boys, Inc.® considers the appropriate use of complimentary tickets important. Therefore, Purchaser is to use no more than fifty tickets, for such reasons as advertising, trades or working press.

Artist will receive ten (10) comps - per contract, #11

~~Oak Ridge Boys, Inc.® will require forty tickets for each performance. Thirty of these tickets will be placed at "will call," along with a list provided by Oak Ridge Boys, Inc.® office. The remaining ten will be presented to Artist's Road Manager two hours before showtime. Two performances will double the complimentary tickets necessary. Each "complimentary" ticket must be so marked and shown as a zero (\$0.00) dollar value on the ticket and accounting reports. Any unused complimentary tickets may be placed on sale, after approval, by Artist's Road Manager or Oak Ridge Boys, Inc.®~~

SETTLEMENT

On applicable dates, Purchaser agrees to provide copies of the following for use by the Artist's representative within one hour of the beginning of the performance: notarized ticket manifest, seating chart, box office statement, all unsold tickets, and tearsheets or advertising bills.

NOTE: Total production costs shall not exceed the amount agreed to as the Purchaser's participation point. Since it is the Purchaser who contracts for all expenses of the show, any cost overruns not specifically approved in writing by the Artist's staff will be the sole expense of the Purchaser, and will not be deducted from the Purchaser's share of the receipts beyond the agreed participation point figure. If those verifiable, documented expenses fall below that agreed to amount, then the amount at which the producer begins to participate should be lowered proportionately.

Purchaser agrees to provide public liability insurance coverage to protect against injuries or property as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, Purchaser must maintain in effect a policy of Workmen's Compensation Insurance covering all of its employees who are involved in the installation, operation and/or maintenance of the equipment provided by Artist.

Purchaser will indemnify and hold Artist, its contractors, employees, licensees and designees harmless from and against any loss, damage or expense including reasonable attorneys fees incurred or suffered by or threatened against Artist in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result directly from Artist, its employees, contractors or agents, active negligence. To this end, Purchaser will obtain, at its sole expense, a policy of insurance therefore naming Producer and Oak Ridge Boys, Inc.® as additional insured, in an amount required by venue contract, but in no event to be less than one million (\$1,000,000.00) dollars.

Artist shall provide Certificate of Insurance and Endorsement page, see MAC Rider, #8

as amended

CATERING

Purchaser recognizes that the only meals Artists' staff will have on the day of show are those provided on site. Therefore, all food must be prepared by a professional caterer. Purchaser, please have the caterer contact Oak Ridge Boys, Inc.® office four weeks prior to show date. All meal times, menus and the tear down will be authorized by Artist's Road Manager. Meal times are not to be set by anyone except Artist's representative. **Important note: choices are given, but must be approved by Road Manager. This is to ensure that from day to day the meals are varied.**

BREAKFAST - Service for twelve

One half hour before earliest call: bottled water, soft drinks, coffee and tea should be available along with doughnuts, pastries, etc. , one local morning newspaper and one USA Today

NOTE: Soft drinks, water and coffee must be available from load-in through load-out.

LUNCH - Service for twelve plus local stagehand crew

CHOICES for lunch (CHOOSE ONE):

grilled sandwiches (BLT, Rueben, cheese, ham & cheese, etc.), hamburgers or cheeseburgers, Mexican, chicken salad, tuna salad, pimento cheese, Chinese, roast beef, grilled chicken sandwiches, club sandwiches, submarines or hoagies

And (CHOOSE ONE):

hot soup (vegetable, tomato, mushroom, etc.), potato chips or potato salad or tossed salad

Drinks, etc.:

Half gallon of skim milk and half gallon of 2% milk

2 gallons of brewed tea (1 sweetened, 1 unsweetened) with clean ice

Fresh brewed coffee

2 cases of sodas (Diet Coke & Coke Classic)

1 case of Dasani water (Coke product)

Appropriate condiments (sugar, mustard, mayonnaise, salt & pepper, etc.)

attendant on duty for service

DINNER – Service for twenty-two, plus opening acts and hands as necessary

As dinner is the most important meal of the day, it should be prepared and served buffet style. Food must be kept warm for the entire service period in chaffing dishes with sterno, etc. All items should be available in the buffet line. This includes silverware, plates, cups and glasses.

CHOICES of entrees (CHOOSE ONE):

New York strip steaks, T-bones, beef barbecue, fried chicken, baked chicken, Swiss steak, grilled pork chops, roast beef, braised beef tips with noodles, turkey & dressing, Chinese, meatloaf, standing rib roast, Mexican, chicken fried steak with gravy.

NOTE: We must have a healthy dish of baked fish, chicken or a pasta dish when the entrée is a red meat.

fresh salad with fresh fruit, three choices salad dressing, plus red wine vinegar
bread, biscuits or rolls

CHOICES of vegetables (CHOOSE TWO OR MORE):

brown rice, green beans, corn on the cob, broccoli, fried potatoes, white beans, white rice,
baked potatoes (with butter, sour cream, chives, bacon bits and cheese), cauliflower, pinto
beans, fruit salad, black-eyed peas, macaroni and cheese

Drinks, etc.:

Half gallon of skim milk and half gallon of 2% milk
2 gallons of brewed tea (1 sweetened, 1 unsweetened) with clean ice
Fresh brewed coffee
2 cases of sodas (Diet Coke & Coke Classic)
1 case of Dasani water (Coke product)
proper condiments and utensils

CHOICES of Desserts (CHOOSE ONE):

fruit cobblers, assorted pies, puddings (banana, chocolate), banana splits, sundaes,
ice cream and cake
a sugar free dessert

DRESSING ROOMS & STAGE

1 dozen towels & 10 hand towels
80 pounds of ice (for bus use)
1 case assorted sodas (Coke, Diet Coke)
1 gallon BREWED iced tea,
1 gallon spring water, fresh brewed coffee, hot tea with lemon and honey

AFTER SHOW - Service for twelve

(to be delivered to Boys bus before show ends)
1 large cheese pizza with extra cheese, thin crust
(to be delivered to Oak Ridge Boys crew bus 1/2 hour after the show ends)
3 Pizzas (1 large cheese, 1 large pepperoni, 1 large loaded)
or 2 buckets of chicken, wings, turkey, tuna & ham sub sandwiches

By signing below and on the contract attached, Purchaser fully accepts all provisions of this Agreement.

ACCEPTED AND AGREED TO:

DocuSigned by:

49066CF08C3F426
Purchaser Signature

Ellen Roberts
Print Name

College of
DuPage
Company

VP Administrative Affairs
Position

4/14/2022
Date


Artist Authorized Signature

John W. Mir

Oak Ridge Boys, Inc.

Executive Vice President

April 7, 2022
Date

Please supply the information requested on both sides of this form.



DATE INFORMATION SHEET

DATE OF SHOW 05-08-2022

CITY OF SHOW Glen Ellyn, IL

VENUE McAninch Arts Center at College of DuPage

VENUE ADDRESS 425 Fawell Blvd

CITY/STATE/ZIP
Glen Ellyn, IL 60137

VENUE CONTACT Diana Martinez

PHONE 630-942-3007

E-MAIL martinezd59@cod.edu

FAX 630-942-3002

WEB SITE ADDRESS AtTheMAC.org

TICKET CONTACT Julie Elges

PHONE 630-942-3017

E-MAIL elgesj@cod.edu

FAX 630-942-3905

PROMOTER CONTACT Diana Martinez

PHONE 630-942-3007

E-MAIL martinezd59@cod.edu

FAX 630-942-3002

MERCHANDISE CONTACT Tom Murray

PHONE 630-942-3072

E-MAIL murrayt166@cod.ed

FAX

PRODUCTION CONTACT Joe Hopper

PHONE 630-942-2913

E-MAIL hopper@cod.edu

FAX

SOUND CONTACT (same as above)

PHONE

E-MAIL

FAX

LIGHTING CONTACT (same as above)

PHONE

E-MAIL

FAX

HOTEL RECOMMENDATION

Hilton DoubleTree Lisle/Naperville

ADDRESS 3003 Corporate W Drive, Lisle, IL 60532

DISTANCE TO VENUE 4 miles

CONTACT

PHONE

630-505-0900

PLEASE FILL IN THE APPROPRIATE BLANKS AND FAX OR MAIL TO KARIN WARF, 615-822-7078, OAK RIDGE BOYS, INC., 88 NEW SHACKLE ISLAND RD, HENDERSONVILLE, TN 37075

Sound Specifications

HOUSE SOUND

A 4-way speaker system capable of handling the proposed venue with high quality sound at levels described below. Sub-woofers are absolutely essential to The Oak Ridge Boys performance.

4-way active electronic crossovers, controllable from the house mix position should be matched to the system.

Sound pressure levels will be maintained at a comfortable and appropriate level for the audience, the venue and the musical content. The sound system must be capable of delivering, to every seat in the venue, a level of plus or minus 3 db as compared to the level at the mix position. Furthermore, the frequency response must be at least 40Hz to 15KHz, plus or minus 3 db.

1/3 octave EQ's are required.

32 channel console is desirable, though 24 can be made to work. This console must have a 3 section parametric EQ, 4 effects sends, phantom power, phase reversal, pads, trim pots, and pan pots on each channel. A provision for ground lifts on each channel is necessary as well. Stereo sub-mixes and a master output fader are desirable. Individual channels, subs and returns should be patchable. Console surface and rack spaces should be well lit during performance.

A minimum of six pro-level limiters.

A digital reverb unit.

A 1/3 octave analyzer.

A cassette deck, ready for playback and recording.

A CD player.

MONITOR SYSTEM

Note: In most cases, The Oak Ridge Boys will use their own monitor system. Interface with house sound systems will take place day of show. Info regarding this may be obtained by contacting Marco Hunt, of Brantley Sound, at 615/256-6260. The following specs should be used in the event that ORB Production Manager, Jon Mir determines that the Oaks monitors will NOT be used:

32 channel console is desirable, though a 24 can be made to work. This console must have a 3 section parametric EQ, 2 effects sends, phantom power, phase reversal, pads and trim pots. Individual channels, subs and returns should be patchable. A minimum of 10 output mixes. Post EQ mix listening must be selectable at the console and fed to a monitor not unlike those on stage. Console surface and rack spaces should be well lit during performance.

1/3 octave EQ's are required on each mix

A minimum of four pro-level limiters

A minimum of four audio gates (may be combination gate/limiters such as DBX 166)

Digital reverb

A minimum of 15 bi-amplified full range monitor speakers capable of handling in excess of 600 watts low end and 200 watts high end.

An intercom system between the house and monitor consoles, which must be separate from the lighting intercom.

A complete compliment of microphones, preferably those on the accompanying microphone chart.

Power distribution, to include at least 6 quad boxes, for stage power, each on own 20 amp breaker.

5 round base straight stands for vocalists and boom stands for rest of stage.

Snakes and cabling for all of the above, including adequate spares of all types.



Page 1 of 2

Backline List

GRETSCH DRUMS

USA Custom, Brooklyn, Renown or New Classic series are preferred

TOM SIZES

Rack1 8X10

Rack2 8X12 or 9X12

Floor 14x16 or 16x16

KICK DRUM

18X22 w/spurs

SNARE DRUM

5X14 OR 6.5X14 Ludwig Black Beauty w/die cast hoops, coated ambassador drumhead

Other options: 5X14 Ludwig Superphonic, Noble & Cooley or Gretsch Snare Drums w/die cast hoops

(If Gretsch Drums are not available Pearl Master Customs, Yamaha Recording Series, Yamaha Birch or Maple Absolute, or DW Drums are acceptable)

ZILDJIAN CYMBALS

CYMBAL SIZES

(Cymbal Options)

18" K Thin Crash

18" K Custom Hybrid Crash or A Custom Crash

18" K Medium Thin Crash

17" K Custom Hybrid Crash or A Custom Crash

16" K Thin Crash

16" K Custom Hybrid Crash or A Custom Crash

20" K Heavy Ride

20" K Heavy Ride

14" K Mastersound HiHats

14 1/4" K Custom Hybrid Hi Hats

10" K Splash

17" K China Boy

PEARL HARDWARE

5 Cymbal Stands with Adaptors to mount Toms

2 small mountable boom arms and adapters for splash cymbal and mountable Tambourine

1 Snare Drum Stand

1 Hi Hat Stand

Roc-n-Soc Drum Throne

Gibral tar or DW Hardware is also acceptable

DW PEDALS

5000 Delta II Turbo Single Pedal (Back up pedal should also be a DW)

EVANS DRUMHEADS

Tom Batter: EVANS G2 Coated or G2 Clears

Tom Resonant: G1 Clears

Bass Drum Resonant: Gretsch Logo Head with 5 inch offset mic hole and small muffling pillow

Bass Drum Batter: EVANS Coated or Clear EMAD (EQ3 Clear Kick Head is also acceptable)

Snare Drum: REMO Coated Ambassador on Snare Top, LUDWIG Extra Thin Clear Snare Bottom.

Misc.

1 Music Stand with light

1 Mountable Tambourine

8 - Guitar Stands and a Ultracase 6 space guitar case

Ampeg or SWR or GK Bass amp (head and cabinet) or combo

5 - Boss TU-2 or comparable Stompbox Tuner

12 - instrument cables

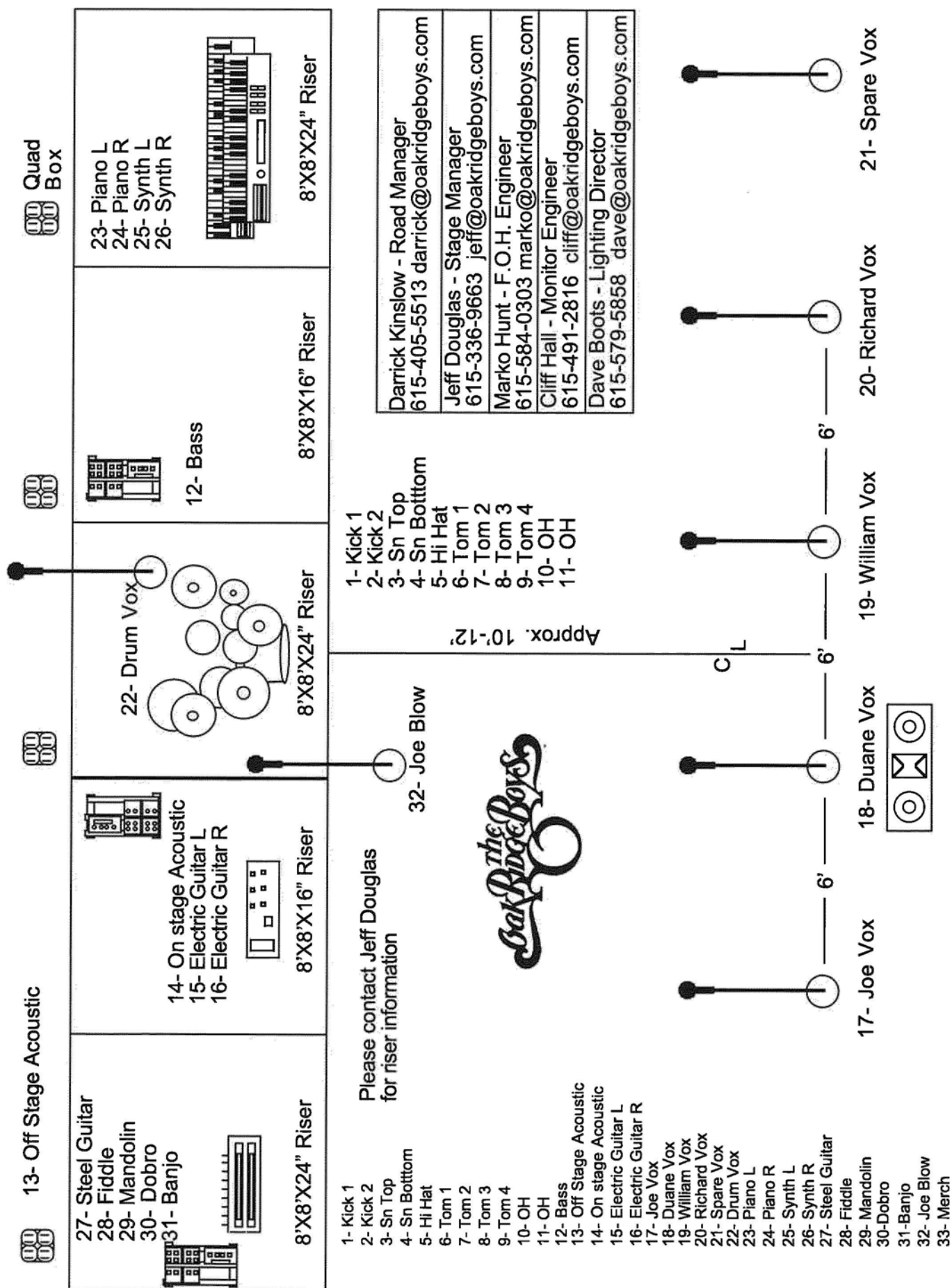
Yamaha XF or XS Motif 88 note keyboard with Quik-Lok
bench and Quik-Lok adjustable keyboard stand

Fender Deluxe and a Vox AC 30

Fender Deluxe or Twin Guitar Amp

Peavey Session or Nashville 400 Steel Amp

***Please call Jeff Douglas Production Manager with questions
615-336-9663 or email jeff@oakridgeboys.com***



[illegible]

B System

[illegible]

| | | |
|---|----|-----|
| A | 32 | 202 |
| A | 32 | 202 |
| A | 32 | 202 |
| A | 32 | 202 |

| | | |
|---|----|-----|
| A | 33 | 202 |
| A | 33 | 202 |
| A | 33 | 202 |
| A | 33 | 202 |

| | | |
|-----|----|-----|
| (A) | 32 | 202 |
| (A) | 32 | 202 |
| (A) | 32 | 202 |
| (A) | 32 | 202 |

The Backyard Boys

Note: Please turn bottles horizontal on down stage truss. Vertical on mid & upstage trusses

[illegible]

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—50



Lighting specifications
(A system)

One hundred eighty (180) par 64 fixtures on three trusses.
Three (3) banks of ACL's overhung from upstage truss.

Downstage truss is to have four (4) Molefaye units equipped with DWE 650 watt bulbs (**NO ACL'S**) or equivalent to illuminate the audience, or have control of house lights, or communications to house lights for entirety of show.

Upstage truss is to have a 40' x 25' black back drop.

Gels to specification for all instruments.

Dimmer package appropriate to system.

Four (4) follow spots in house. (This is an **ABSOLUTE MUST** as there are four principal performers in the OAK RIDGE BOYS.) **NO EXCEPTIONS WILL BE MADE !**

All four follow spots should be matched with properly operating boomerangs and positioned as close to center of house as reasonably possible. (Refer to plot for front of house spot colors).

Acceptable consoles include: All Avo consoles, Leprechaun LP-2000, or 1500 series, ETC Express.
PLEASE... NO WHOLE HOG CONSOLES!!

Lighting company will also provide clearcom communication system with enough head sets, belt packs, and cable to run seven(7) stations.

Control snake and all cabling, including adequate spares.

Rigging gear appropriate for both the system and the venue.

ANY and ALL changes in TRUSS CONFIGURATION, GEL COLOR, CHANNEL ASSIGNMENT, CONSOLE, and SPOT LIGHTS other than what is specified in this package must be approved by the OAK RIDGE BOYS lighting designer, Dave Boots. He may be contacted through the Oak Ridge Boys office (615)-824-4924, or at home (615)-325-9786, or on his cell (615)-579-5858. You can E-Mail him at dave@oakridgeboys.com

UNLESS OTHER ARRANGEMENTS ARE MADE WITH DESIGNER PRIOR TO LOAD-IN, LIGHTING SHOULD BE FLOWN AND READY TO FOCUS NO LATER THAN 1:00 P.M. ON DAY OF SHOW.

******IMPORTANT******

**IF THIS SHOW IS TO BE PERFORMED BETWEEN THANKSGIVING DAY
AND CHRISTMAS PLEASE CONTACT THE DESIGNER FOR A
CHRISTMAS LIGHTING PLOT**



Lighting specifications
(B system)

One hundred twenty (120) par 64 fixtures on two trusses.
Three (3) banks of ACL's over hung from upstage truss.

Downstage truss is to have two (2) molefayes units equipped with DWE 650 watt bulbs (**NO ACL'S**) or equivalent to illuminate the audience, or have control of house lights, or communications to house lights for entirety of show.

Upstage truss is to have a 40' x 25' black back drop.

Gels to specifications for all instruments.

Dimmer package appropriate to system.

Four (4) follow spots in house. (This is an **ABSOLUTE MUST** as there are four principal performers in the OAK RIDGE BOYS). **NO EXCEPTIONS WILL BE MADE !.**

All four followspots should be matched with properly operating boomerangs and positioned as close to center of house as reasonably possible. (Refer to plot FOH spot colors).

Acceptable consoles include: All Avo consoles, Leprechaun LP-2000, or 1500 series, ETC Express.
PLEASE... NO WHOLE HOG CONSOLES!!

Lighting company will also provide a clearcom communication system with enough head sets, belt packs, and cable to run seven (7) stations.

Control snake and all cabling, including adequate spares.

Rigging gear appropriate for both the system and the venue.

ANY and ALL changes in TRUSS CONFIGURATION, GEL COLOR, CHANNEL ASSIGNMENT, CONSOLE, and SPOT LIGHTS other than what is specified in this package must be approved by the OAK RIDGE BOYS lighting designer, Dave Boots. He may be contacted through the Oak Ridge Boys office (615)-824-4924, or at home (615)-325-9786, or on his cell (615)-579-5858. You can E-Mail him at dave@oakridgeboys.com

UNLESS OTHER ARRANGEMENTS ARE MADE WITH DESIGNER PRIOR TO LOAD-IN, LIGHTING SHOULD BE FLOWN AND READY TO FOCUS NO LATER THAN 1:00 P.M. DAY OF SHOW.

******IMPORTANT******

**IF THIS SHOW IS TO BE PERFORMED BETWEEN THANKSGIVING DAY
AND CHRISTMAS PLEASE CONTACT THE DESIGNER FOR A
CHRISTMAS LIGHTING PLOT**

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

^{amended}
This Rider, dated **Thursday, November 4, 2021**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Oak Ridge Boys, Inc** (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 ^{may} shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly ^{the} 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.
- Control solely to the extent of such conflict ^{amended}

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.

- Subject to Addendum**
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. See attached Artist Rider.
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.

Purchaser is responsible for all applicable performance licenses and fees (e.g. ASCAP, BMI, SESAC).

Ticketing * Subject to Contract Face terms/Artist Rider terms

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. ^{including reasonable outside attorneys fees}

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. ^{but in no event shall any such sponsorship suggest or imply Artist endorses said sponsor or its products or services.} ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

See contract face

Merchandising / Concessions

26. The ARTIST ^{has} 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.

^{reasonable} 27. 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.

^{Producer}

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

- High resolution (300 dpi or higher) electronic photos
- Press kit including bio, reviews, photos
- 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.

^{and mutually agreed}

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**

Producer

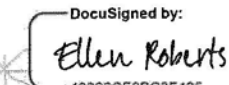
~~ARTIST / ARTIST'S REPRESENTATIVE~~

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist Producer
~~or Artist Representative~~

Date: _____

Date: April 7, 2022

DocuSigned by:
By: 
49068CF08C3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

* Execution subject to amendments hereto.

4/14/2022
Date: _____

**McAninch Arts Center
Contact Information**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2022

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).

| | | | |
|---|--|--|--|
| PRODUCER Frost Specialty Inc 1117 17th Avenue South Nashville TN 37212 | | CONTACT NAME: Melissa Day PHONE (A/C, No. Ext): (615) 322-9171 FAX (A/C, No): (615) 322-9272 E-MAIL ADDRESS: mday@frostspecially.com | |
| INSURED Oak Ridge Boys, Inc., DBA: The Oak Ridge Boys 88 New Shackle Island Road Hendersonville TN 37075-7078 | | INSURER(S) AFFORDING COVERAGE INSURER A: Fireman's Fund Ins Co. NAIC # 21873 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 21/22 GL AL WC **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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event | | | UST015076210 | 08/31/2021 | 08/31/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | UST015076210 | 08/31/2021 | 08/31/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | SCW0197832101 | 08/31/2021 | 08/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)

McAninch Arts Center is added as Additional Insured but only as respects to liability arising out of the operations of the named insured.
RE: 5/8/22 Performance

CERTIFICATE HOLDER

McAninch Arts Center
425 Fawell Blvd.

Glen Ellyn IL

CANCELLATION

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

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Blanket Additional Insured Endorsement – ENTGL 019 01 19

Policy Amendment – Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

| Name of Additional Insured Person(s) or Organization(s) |
|--|
| Person's or organizations as described in this endorsement |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

I. Who Is An Insured

It is agreed that **Section II – Who Is An Insured** is amended to include the following:

The Certificate of Insurance holder and/or any other person or organization when you have agreed in writing in a contract or agreement that such Certification of Insurance holder or such person(s) or organizations(s) be added as an additional insured. However:

A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

B. A person's or organization's status as an additional insured under this endorsement ends when your operations under the contract or agreement with such additional insured are completed.

This insurance does not apply to any **occurrence** that takes place after all work on the project stated in the contract or agreement has been completed.

However:

1. The insurance afforded to person(s) or organization(s) that qualify as additional insureds under this endorsement 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.

II. Limits of Insurance

For the purposes of coverage provided by this endorsement, **Section III – Limits of Insurance** is amended to the extent necessary 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 such additional insured is the amount of insurance:

- A. Required by the contract or agreement; or
 - B. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

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

III. All other terms and conditions of the policy remain unchanged.

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: Re: For Review/Approval - COI-EP The Oak Ridge Boys
Date: Friday, April 8, 2022 10:35:31 AM

Hello Molly,

Insurance is accepted as presented. Have a great weekend!

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

From: Junokas, Molly
Sent: Friday, April 8, 2022 10:32 AM
To: Gieschen, Philip
Subject: For Review/Approval - COI-EP The Oak Ridge Boys

Hi Phil,

Would you please let me know if the attached COI and Endorsement are approved as presented?
These are for a performance by The Oak Ridge Boys, scheduled at the MAC on 05/08/22.

Thank you!

Molly Junokas
McAninch Arts Center, College of DuPage
630-942-3042 | junokasm@cod.edu

SEPTEMBER 23, 2021

COLLEGE OF DuPAGE
REGULAR BOARD MEETING
BOARD APPROVAL

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.

| | |
|----------------------|--------------------|
| <u>Maureen Dunne</u> | September 23, 2021 |
| BOARD CHAIR | Date |

| | |
|--------------------|--------------------|
| <u>Heidi Holan</u> | September 23, 2021 |
| BOARD SECRETARY | Date |

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

Check Request - WME Entertainment LLC Artist Deposit Oak Ridge 05/08/22

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

Fri, Apr 15, 2022 at 04:28 PM GMT

CC:

BCC:

Good morning,

Please see attached for a MAC Check request for William Morris Endeavor Entertainment LLC. This is the deposit payment for artist The Oak Ridge Boys who will perform at the MAC on 05/08/22.

Please note, payment should go ACH on 04/29/22.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Signed Check Request Form WME Oak Ridge Boys Artist Fee Deposit 05-08-22MCC.pdf