

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1484699

Vendor Name: Buffalo Theatre Ensemble Corp.,D/B/A Bu

Invoice Number: BTEREV040122

Invoice Date: 4/5/2022

PO Number:

Check Number: E0089269

Check Amount: \$ 49,097.80

Check Date: 04/20/2022

Voucher Number: V0735965

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: 04/05/22 Vendor ID: 1484699 Vendor Name: Buffalo Theatre Ensemble Corp

Payee Address: _____ Payment Due Date: _____

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
BTEREV040122	05-60-11101-2900005	Art Center Deposit Liability	49,097.80
Total			\$ 49,097.80

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:

Revenue Disbursement BTE 2021/22 Deposits 07/01/21 to 03/31/22
Revenue from MAC ticket sales for BTE Plays owed to BTE.

Other Instructions:

ACH as soon as possible

All requests will require the following approvals:

Requester: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.04.05 14:16:28 -05'00' Print Name: Ellen McGowan

Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.04.05 14:16:38 -05'00' Print Name: Ellen McGowan

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

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

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

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

Area Administrator (only required if request is \$5,000 and over): Diana Martinez Digitally signed by Diana Martinez
Date: 2022.04.05 14:16:40 -05'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis-Chavez Digitally signed by Mark Curtis-Chavez
Date: 2022.04.05 14:16:40 -05'00' Print Name: Mark Curtis-Chavez

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

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

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.

BTE REVENUE TRACKING													
FY22													
	COLLEGE DEPOSIT DATE	COLLEGE DEPOSIT	BO DEPOSIT DATE	BO DEPOSIT	REVENUE				CC CHARGES TO MAC	REVENUE TO BTE	BALANCE	BO DEPOSIT	SESSION NO.
					CASH/CHECKS	CREDIT	CREDIT LESS FEES	DONATION	3%				
GROUP 1-ACH #1	10/11/2021	1,367.40	09/14/21-09/22/21	594.50	544.50		-	50.00	-			1A	61488 FY22
			9/25/21-9/29/21	417.60	417.60		-		-			1B	61488 FY22
			10/1/21-10/06/21	355.30	305.30		-	50.00	-			1C	61488 FY22
	10/12/2021	501.97	9/6/21-9/12/21	501.97		501.97	486.91		15.06			2	61511 FY22
	10/13/2021	12,901.69	09/20/21-09/26/21	9,897.93		9,747.93	9,455.49	150.00	292.44			3A	61523 FY22
			09/27/21-10/03/21	3,003.76		3,003.76	2,913.65		90.11			3B	61523 FY22
	10/15/2022	12,429.36	09/13/21-09/19/21	12,429.36		12,429.36	12,056.48		372.88			4	61546 FY22
		27,200.42											
GROUP 2	10/21/2021	2,171.80	10/04/21-10/10/21	2,171.80		2,171.80	2,106.65		65.15			5	61613 FY22
	10/25/2021	80.00	10/07/21-10/20/21	80.00	80.00							6	61651 FY22
	10/26/2021	963.00	10/11/21-10/17/21	963.00		963.00	934.11		28.89			7	61658 FY22
	10/31/2021	1,208.00	10/18/21-10/24/21	1,208.00		1,208.00	1,171.76		36.24			8	61524 FY22
		4,422.80											
GROUP 3	11/5/2021	374.00	10/21/21-11/04/21	374.00	274.00		-	100.00	-			9	61812 FY22
	11/10/2021	937.60	10/25/21-10/31/21	937.60		937.60	909.47		28.13			10	61864 FY22
	11/19/2021	1,771.18	11/01/21-11/07/21	1,771.18		1,771.18	1,718.04		53.14			11	61999 FY22
	11/22/2021	192.00	11/05/21-11/14/21	192.00	192.00				-			12	62016 FY22
	11/30/2021	2,369.97	11/08/21-11/14/21	2,369.97		2,369.97	2,298.87		71.10			13	62156 FY22
	11/30/2021	3,061.87	11/15/21-11/21/21	3,061.87		3,061.87	2,970.01		91.86			14	62189 FY22
		8,705.62											
GROUP 4	12/2/2021	510.00	11/17/21-12/01/21	510.00	510.00				-			15	62179 FY22
	12/8/2021	4,571.90	11/22/21-11/28/21	4,571.90		4,571.90	4,434.74		137.16			16	62260 FY22
	12/15/2021	6,360.20	11/29/21-12/05/21	6,360.20		6,360.20	6,169.39		190.81			17	62338 FY22
	12/16/2022	520.50	12/01/21-12/11/21	520.50	520.50				-			18	62354 FY22
	12/22/2021	3,203.90	12/06/21-12/12/21	3,203.90		3,203.90	3,107.78		96.12			19	62427 FY22
	12/31/2021	3,371.00	12/13/21-12/19/21	3,371.00		3,371.00	3,269.87		101.13			20	62537 FY22
		18,537.50											
GROUP 5	1/4/2022	339.00	12/15/21-12/21/21	339.00	339.00		-		-			21	62508 FY22
	1/11/2022	168.00	12/20/21-12/26/21	164.00		164.00	159.08		4.92			22A	62594 FY22
			12/27/22-01/02/22	4.00		4.00	3.88		0.12			22B	62594 FY22
	1/21/2022	(164.00)	01/03/22-01/09/22	(164.00)		(164.00)	(159.08)		(4.92)			23	62734 FY22
	1/25/2022	(1,861.04)	01/10/22-01/16/22	(1,861.04)		(1,982.54)	(1,923.06)		(59.48)			24	62792 FY22
		(1,518.04)											
GROUP 6	2/4/2022	885.40	01/16/22-02/01/22	885.40	531.70		-	353.70	-			25	62920 FY22
	2/9/2022	(1,264.99)	01/17/22-01/23/22	(1,264.99)		(2,328.55)	(2,258.98)	1,063.86	(69.87)			26	62970 FY22
	2/15/2022	(459.99)	01/24/22-01/30/22	(459.99)		(809.31)	(785.03)	349.32	(24.28)			27	63042 FY22
	2/18/2022	(166.66)	01/31/22-02/06/22	(166.66)		(166.66)	(161.66)		(5.00)			28	63077 FY22
	2/24/2022	119.00	02/07/22-02/13/22	119.00		119.00	115.43		3.57			29	63145 FY22
	2/28/2022	(7,214.83)	02/14/22-02/20/22	(7,214.83)		(7,214.83)	(6,998.39)		(216.44)			30	63240 FY22
		(8,102.07)											
GROUP 7	3/10/2022	210.00	02/21/22-02/27/22	210.00		210.00	203.70		6.30			31	63320 FY22
	3/15/2022	447.60	02/28/22-03/06/22	447.60		142.00	137.74	305.60	4.26			32	63383 FY22
	3/25/2022	196.00	03/03/22-03/16/22	40.00	40.00		-					33A	63521 FY22
			03/07/22-03/13/22	156.00		156.00	151.32		4.68			33B	63521 FY22
	3/29/2022	319.40	03/14/22-03/20/22	319.40		278.40	270.05	41.00	8.35			34	63557 FY22
		1,173.00											
Total Settlement 04/01/22		50,420.23		50,420.23	3,754.60	44,080.65	42,758.22	2,584.98	1,322.43	49,097.90	50,420.23		

05-60-11101 BUFFALO THEATRE ENSEMBLE						
Transaction Type	Document	Date	Description	Amount		
Actuals	'A000047136'	3/29/2022	Summary for session 63557	(\$319.40)	34	
Actuals	'A000047113'	3/25/2022	Summary for session 63521	(\$196.00)	33	
Actuals	'A000047012'	3/15/2022	Summary for session 63383	(\$447.60)	32	
Actuals	'A000046964'	3/10/2022	Summary for session 63320	(\$210.00)	31	Group 7
Actuals	'A000046895'	2/28/2022	Summary for session 63240	\$7,214.83	30	
Actuals	'A000046831'	2/24/2022	Summary for session 63145	(\$119.00)	29	
Actuals	'A000046773'	2/18/2022	Summary for session 63077	\$166.66	28	
Actuals	'A000046748'	2/15/2022	Summary for session 63042	\$459.99	27	
Actuals	'A000046696'	2/9/2022	Summary for session 62970	\$1,264.99	26	
Actuals	'A000046651'	2/4/2022	Summary for session 62920	(\$885.40)	25	Group 6
Actuals	'A000046560'	1/25/2022	Summary for session 62792	\$1,861.04	24	
Actuals	'A000046519'	1/21/2022	Summary for session 62734	\$164.00	23	
Actuals	'A000046419'	1/11/2022	Summary for session 62594	(\$168.00)	22	A,B
Actuals	'A000046364'	1/4/2022	Summary for session 62508	(\$339.00)	21	Group 5
Actuals	'A000046369'	12/31/2021	Summary for session 62537	(\$3,371.00)	20	
Actuals	'A000046298'	12/22/2021	Summary for session 62427	(\$3,203.90)	19	
Actuals	'A000046237'	12/16/2021	Summary for session 62354	(\$520.50)	18	
Actuals	'A000046227'	12/15/2021	Summary for session 62338	(\$6,360.20)	17	
Actuals	'A000046162'	12/8/2021	Summary for session 62260	(\$4,571.90)	16	
Actuals	'A000046086'	12/2/2021	Summary for session 62179	(\$510.00)	15	Group 4
Actuals	'A000046095'	11/30/2021	Summary for session 62189	(\$3,061.87)	14	
Actuals	'A000046074'	11/30/2021	Summary for session 62156	(\$2,369.97)	13	
Actuals	'A000046002'	11/22/2021	Summary for session 62016	(\$192.00)	12	
Actuals	'A000045993'	11/19/2021	Summary for session 61999	(\$1,771.18)	11	
Actuals	'A000045905'	11/10/2021	Summary for session 61864	(\$937.60)	10	
Actuals	'A000045866'	11/5/2021	Summary for session 61812	(\$374.00)	9	Group 3
Actuals	'A000045819'	10/31/2021	Summary for session 61751	(\$1,208.00)	8	
Actuals	'A000045766'	10/26/2021	Summary for session 61658	(\$963.00)	7	
Actuals	'A000045755'	10/25/2021	Summary for session 61651	(\$80.00)	6	
Actuals	'A000045726'	10/21/2021	Summary for session 61613	(\$2,171.80)	5	Group 2
Actuals	'A000045679'	10/15/2021	Summary for session 61546	(\$12,429.36)	4	
Actuals	'A000045666'	10/13/2021	Summary for session 61523	(\$12,901.69)	3	A,B
Actuals	'A000045656'	10/12/2021	Summary for session 61511	(\$501.97)	2	
Actuals	'A000045638'	10/11/2021	Summary for session 61488	(\$1,367.40)	1	A,B,C Group 1
				(\$50,420.23)	FY22 YTD	
				\$49,097.80	TO BTE	4/1/2022 Check Req
				\$1,322.43	CC Fees	MAC chargeback
				\$0.00		
Actuals	'*YE-OB*'	7/1/2021	Opening Balance	(\$8,518.20)	FY20	To be done
				(\$8,518.20)		

COLLEGE OF DUPAGE

MCANINCH ARTS CENTER

IN RESIDENCE RENTAL AND WORKING AGREEMENT

TABLE OF CONTENTS

Article:	Page:
I. Agreement Term.....	1
II. Operating Costs.....	1
III. Use of Premises and Playhouse Theater	2
IV. Facility and Equipment Use	4
V. Design	5
VI. The In Residence Company's Access to Premises	5
VII. MAC's Access to Premises.....	6
VIII. Services and Equipment.....	6
IX. Box Office.....	7
X. Standard Ticket Discounts	8
XI. Complimentary Tickets.....	8
XII. Program and Advertising	9
XIII. .Concessions.....	9
XIV. Removal	10
XV. Untenability.....	10
XVI. Insurance	10
XVII. General	11
XVIII. Operating Costs Addendum	13

**COLLEGE OF DUPAGE
MCANINCH ARTS CENTER
IN RESIDENCE RENTAL AND WORKING AGREEMENT**

This Residence Agreement ("Agreement") is made as of this 1st day of February, 2021 between McAninch Arts Center at College of DuPage (the "MAC"), and Buffalo Theatre Ensemble (the "In Residence Company").

MAC leases to the In Residence Company, and the In Residence Company accepts, the Playhouse theater listed below, the dressing room, the rehearsal space, etc. (the "Premises") in the McAninch Arts Center at College of DuPage, Fawell and Park Boulevards, Glen Ellyn, IL 60137, under the following terms and conditions:

ARTICLE I

AGREEMENT TERM

The Agreement is for the term of twenty-four (24) months commencing July 1, 2021 and ending June 30, 2023. Within that time, the In Residence Company will have the rights and obligations as set forth in this Agreement at the property at the McAninch Arts Center at College of DuPage and specified MAC rental rights, for the terms detailed below.

- a. The In Residence Company will be granted in-kind space in The Playhouse, Theatre.
- b. Under the terms of this Agreement, the In Residence Company will produce three three-show seasons in the Playhouse between July 1, 2021 and June 30, 2023. Each show will consist of twenty (20) performances in the Playhouse and at least two (2) weeks of rehearsal (which will be in the Playhouse) for a total of sixty (60) performances and six (6) weeks of rehearsal for the 2021-2022 season and 2022-2023 season.

ARTICLE II

OPERATING COSTS

- a. The Board of Trustees of the College of DuPage, by resolution dated April 21, 2016 (as amended, see May 19, 2016 Meeting Minutes), has allocated resources to the In Residence Company, and has further resolved that contributions from the College will be made in cash and in-kind. Estimates of those contributions are attached hereto as an Addenda. The Parties agree that the April 21, 2016 Resolution affirmatively stated that, "Any funding allocated by the Board will first be in the form of payments directly to": i) "the MAC to reimburse their out-of-pocket support of any BTE theatre operations (e.g., concessions, box office, marketing, house managers, custodial services, ushers, etc.)" and ii) "student performers, student crew or student participants," and further that "any required or permitted faculty or staff service hours that are part of regular faculty or staff compensation may not be satisfied in connection with participation in the BTE. BTE does not have authority to utilize MAC staff or resources unless outlined above or without advance written approval of the MAC director, and the MAC director is not under any obligation to facilitate the BTE programming at the expense of time and efforts devoted to MAC programming." Any provision in the present Agreement that is or is construed as being inconsistent with the approved Board resolution shall be rejected or otherwise held null and void.

- b. The Board of Trustees of the College of DuPage, by resolution dated July 7, 2016, has approved the payment of expenses under this Agreement in accordance with the resolution.
- c. Expenses to be paid by the MAC, or to be paid by the In Residence Company out of funds donated by the College, will not exceed the \$110,000 amount for FY2022 and FY2023, approved by the Board of Trustees of the College of DuPage.
- d. Funds will only be dispersed at prorated rate based on actual number of shows presented in the season.
- e. Funds donated by the College of DuPage will first be used to reimburse the MAC for direct costs and expenses and for student performers, student crew and other student participants before offsetting additional In Residence Company expenses.
- f. The In Residence Company agrees that any additional fees, costs and expenses incurred will be paid to MAC upon receipt of an invoice and recognized within sixty (60) days.
- g. The In Residence Company shall provide the MAC, at the end of the Agreement term, with a financial statement(s), grant/donation report and sales report covering the Agreement term period.

ARTICLE III

USE OF PREMISES AND PLAYHOUSE THEATER

- a. The In Residence Company will use the Premises during the Agreement term for the purpose of producing a three show season performed by live actors for the general public, and for no other purpose (the "Shows"). This Agreement permits only the production of the Shows and no other.
 - i. The In Residence Company will not, without MAC's prior written consent, sublet the Premises in whole or in part.
 - ii. The In Residence Company will not, without MAC's prior written consent, assign, hypothecate, mortgage, encumber, or convey this Agreement or any interest under it.
 - iii. The In Residence Company will not, without MAC's prior written consent, allow any transfer thereof or any lien upon the In Residence Company's interests in this Agreement by operation of law.
- b. The In Residence Company's use of the Premises for the purpose of presenting performances open to the public is restricted to Thursday, Friday, Saturday and Sunday evenings and Sunday matinee. Performances at other times or days are prohibited except upon written consent of MAC.
- c. The In Residence Company agrees that the performance space will be used between scheduled performances by third parties but existing scenery must not be disturbed.
- d. The In Residence Company agrees it will not present performances on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day or the 4th of July, or Easter Sunday. The In Residence Company further agrees that MAC has no obligation to provide box office or other services on those days.
- e. The In Residence Company warrants it has all licenses to produce the Shows and acknowledges that MAC is in no way responsible for the production of the Shows other than as set forth in this Agreement. The In Residence Company further warrants that the MAC is in no way responsible for any contents of the Shows, should its contents or performance be found to be obscene, libelous or otherwise contrary to law.
- f. The In Residence Company will not make, or permit to be made, any use of the Premises that is forbidden by law or that may be dangerous to persons or property or that may

invalidate or increase the premium cost of any policy carried on the MAC or covering its operations.

- i. Unless the MAC gives advance written consent in each and every instance, the In Residence Company will not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Premises or carry on any mechanical business therein or use any illumination other than electric light, or use or permit to be brought into the MAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosive or other articles hazardous to persons or property.
 - ii. The In Residence Company agrees that all scenery, draperies and properties if made or purchased off Premises, will be flameproof in accordance with applicable public school and governmental standards, codes and regulations.
 - iii. The In Residence Company will not install in the Premises any equipment which uses a substantial amount of electricity without the advance written consent of MAC.
- g. The following stage lighting will be available to the In Residence Company:
- i. ETC Ion lighting console or equivalent lighting console;
 - ii. Standard house lighting plot in place. A copy of standard plot is available upon request;
 - iii. 12 light specials as needed;
 - iv. Requests for performance specific light plots that deviate from the Playhouse theater standard house plot and the 12 light specials referenced in iii., will incur additional costs based on the MAC rental rates.
- h. The In Residence Company will, at the In Residence Company's own expense, keep the Premises in good condition and will pay for the repair of any damages caused by the In Residence Company, its agents, employees or invitees. The In Residence Company will keep the Premises in clean condition and presentable to the public. The MAC is responsible for keeping the Playhouse in clean condition and presentable to the public during performances, which operational charges will then be charged through to the In Residence Company for In Residence Company performances.
- i. The In Residence Company will not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Premises or do any nailing, boring or screwing into the ceilings, walls or floors, without MAC's prior written consent.
- j. The In Residence Company acknowledges that other occupants of the MAC have the right to the peaceable enjoyment of the MAC. Therefore:
- i. The In Residence Company will not conduct loud or distracting activities when the others in the MAC are conducting dress rehearsals or presenting performances open to the public.
 - ii. The In Residence Company will not obstruct, or use for storage, or for any other purpose other than ingress or egress, the lobby, sidewalks, entrances, passages, courts, corridors, vestibules, halls, stairways or other common areas of the MAC.
 - iii. The In Residence Company will not make or permit any noise or odor that is objectionable to other occupants of the MAC to emanate from the Premises, and will not create or maintain a nuisance thereon, and will not disturb, solicit or canvass any occupant of the MAC, and will not do any act tending to injure the reputation of the MAC.

- iv. Any musical instrument or equipment in the MAC or any antennas, aerial wires or other equipment inside or outside the MAC shall be installed, in each and every instance only with prior approval in writing by the MAC and such items shall be installed by College of DuPage employees or licensed professionals hired with the approval of the MAC. The use thereof, if permitted, will be subject to control by MAC to the end that others will not be disturbed or annoyed.
- v. The In Residence Company agrees that MAC has the sole right to regulate the volume of any amplified sound the In Residence Company may incorporate in its production(s) of the Shows. The In Residence Company agrees that MAC's rights to regulate such volume are incontestable, and the In Residence Company agrees to hold MAC harmless if MAC requires reduction in volume.
- k. Except as specifically provided for in this Agreement, the In Residence Company must receive written agreement from MAC for any use of the MAC's lobby which is not part of the In Residence Company's regular performance scheduled (e.g. opening parties, benefits, auditions) prior to setting date.

ARTICLE IV

FACILITY AND EQUIPMENT USE

The MAC agrees to provide the following to the In Residence Company:

- a. Rehearsal space two (2) weeks prior to each of the three productions. The final two (2) weeks rehearsal will be in the Playhouse. At the discretion of the MAC, MAC may permit use of the Premises for additional time for rehearsals if the Premises are not in use. MAC agrees that it will not unreasonably withhold approval of additional rehearsal time. Further, the MAC agrees that, upon request of the In Residence Company, the MAC will make reasonable efforts to identify other available space at the College of DuPage for rehearsals or other related purposes if such other space is available to the MAC at no charge, and at no cost or inconvenience to other scheduled College activities.
- b. Up to three (3) ushers to facilitate the lobby, performance hall seating, and patron needs of the event, with an estimated schedule of sixty (60) minutes before published curtain time of the event until after the event has concluded. The usher services will be performed by College of DuPage volunteers.
- c. Access to 2 (two) dressing rooms during load-in/rehearsals/performance/load-out, and access to 1(one) shower based on availability.
- d. Access to conference rooms for board and production meetings as available.
- e. Access to the Playhouse Theatre and MAC lobby for 3(three) small fundraisers each year, based on availability.
- f. Access to the Playhouse Theatre for subscriber meetings and events based on availability.
- g. Two eight-foot banquet tables for lobby use as needed.
- h. Access and use of laundry machines during technical rehearsals and production run, for costume

ARTICLE V

DESIGN

- a. Scenic and costume designs must be submitted eight (8) weeks prior to opening for design review by MAC staff for fire/audience safety as well as cost estimates. In Residence Company shall review the cost estimates with the MAC staff within 1 week after the MAC staff's estimates are released. Actual construction drawings must be submitted to the technical director at least six (6) weeks prior to opening.
- b. All normal stage construction approved by the MAC design review will be performed by MAC and College of DuPage employees, according to the In Residence Company's design. The MAC staff will handle construction of all scenery and costumes and the supervision of College of DuPage student workers involved in such construction.
 - i. The In Residence Company can with prior permission use pre-assembled flats, platforms, stairs, props, etc. upon written approval of technical director and costumes with approval from costume shop manager. Scenery, furniture, props and all large articles will be brought through the MAC and into the Premises at such times and in such manner as MAC will direct and at the In Residence Company's sole risk and responsibility.
 - ii. One production manager will be scheduled and on premises for each of the In Residence Company performances to assist with any technical emergencies and to provide access to the space.
 - iii. One house manager will be provided by MAC to facilitate and oversee the usher staff, and assist patrons, with an estimated schedule of 90 minutes before published curtain time of the event until after the event has concluded.
 - iv. To the extent funds are expended by the MAC under this provision, and the funds expended exceed the amount allocated by the College, the In Residence Company shall be billed directly by the MAC for the excess charges, to be paid by the In Residence Company.
 - v. Complex designs needing additional labor will be allowed; however, labor estimates will be provided by MAC staff once designs have been reviewed.
 - vi. In general, the MAC will provide BTE its costume stock to pull from, space to work in and build costumes, and student labor. BTE costume designer must supervise and coordinate times with the COD costumer. If the COD costumer must act as shop supervisor, BTE must negotiate a fee directly with the costumer.

ARTICLE VI

THE IN RESIDENCE COMPANY'S ACCESS TO PREMISES

An authorized MAC employee will coordinate access to the space as needed. The In Residence Company agrees that when the In Residence Company's production of the Play is open to the public, MAC has the right to use the Premises on any evening of the week with no previously scheduled performance and on any day of the week until two hours prior to the In Residence Company's scheduled performance.

- a. No additional locks or similar devices will be attached to any door.
- b. The In Residence Company will be responsible for the deactivation of lights when exiting the building. Failure to turn off lights will incur a \$50.00 fine.

- c. The In Residence Company will be responsible for keeping all fire exits and aisles clear of obstruction.

ARTICLE VII

MAC'S ACCESS TO PREMISES

MAC or College of DuPage will have the right to enter upon the Premises to control heat, electricity and air conditioning, to inspect the same, and to make such decorations, repairs, alterations, improvements or additions to the Premises or the MAC as the MAC may deem necessary or desirable. Nothing herein contained, however, will be deemed or construed to impose upon MAC any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the MAC or any part thereof, other than as herein provided. MAC will not be liable to the In Residence Company for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley.

ARTICLE VIII

SERVICES AND EQUIPMENT

- a. The In Residence Company agrees to provide the following to the MAC:
 - i. All technical requirements (sound, lighting, rigging, power, etc.) at least three (3) weeks prior to commencement of each production.
 - ii. Sound A sound plot must be submitted to MAC production manager three (3) weeks prior to the opening for approval of equipment usage.
 - iii. A lighting plot must be submitted four (4) weeks prior to the opening to MAC production manager for approval of instrument usage.
 - iv. Moving lights and projection are considered specialized equipment and will incur additional charges and labor. Estimates will be provided by MAC staff once designs have been reviewed and must be agreed upon with BTE prior to work commencement.
 - v. Set and costume designs must be submitted at least eight (8) weeks in advance of opening for cost estimates and construction. Actual construction drawings must be submitted to the technical director at least six (6) weeks prior to opening.
 - vi. The In Resident Company will be invoiced for set and costume construction, labor, and supplies which can be paid for from the donation approved by the Board of Trustees of the College of DuPage.
- b. The In Residence Company is required to provide MAC personnel one paid 15-minute break during each four hours worked. Failure to allot for any of the 15-minute breaks will incur an extra 1/2 hour charge at standard hourly for each break missed. If the scheduled event requires MAC personal to work more than seven hours including paid breaks, the In Residence Company is required to provide an unpaid 60-minute meal break. Said meal break must be given within the first five hours, but not before the first three hours of scheduled work. If the In Residence Company fails to provide a meal break, the pay rate of any MAC personnel will increase to one and a half times the stated hourly rate for each 15-minutes worked beyond five hours until a meal break is given. The In Residence Company has the option to provide a 30-minute meal break, but an additional \$10 per stagehand and production manager will be added to the final invoice for each 30-minute meal break scheduled.
- c. The MAC reserves the right to inspect and approve all rigging.

- d. At no time will the In Residence Company's personnel be permitted to load weight for the fly system. Furthermore, at no time will the In Residence Company be permitted to operate any motorized lift, fly rail, or enter catwalks without MAC stage technician or production management permission.
- e. Any props used by the In Residence Company must have prior approval of MAC Director or Tech Director to be sure they are not committed for use in another production or student show.
- f. Batteries, light bulbs, tape, gel, paint will be considered overhead expenses and paid by the In Residence Company from the donation approved by the Board of Trustees of the College of DuPage.
- g. The MAC will provide a production manager available on show nights to assist with any technical issues that may arise, unlock and lock the spaces.
- h. MAC does not warrant that any of the services above mentioned will be free from any causes beyond the reasonable control of MAC, including (but not limited to) interruptions caused by war, riots, acts of God, or governmental action. Any such interruption of service will never be deemed an eviction or disturbance of the In Residence Company's use and possession of the Premises or any part thereof, or render MAC liable to the In Residence Company for damages, or relieve the In Residence Company from performance of the In Residence Company's obligations under this Agreement.
- i. The In Residence Company agrees that MAC may issue reasonable policies (which will not conflict with other provisions of this Agreement) governing the use of energy in the Premises and the MAC. The In Residence Company further agrees that MAC may assess a reasonable charge for each occasion when such policies are violated, whether inadvertently or otherwise.
- j. In Residence Company will hire as many student employees as is practicable, and who shall if paid be paid at student wage rates as set by the College; and In Residence Company must fully account for all participating students by name and hours; and for any internships, account for all hours devoted to experiential learning.

ARTICLE IX

BOX OFFICE

MAC will exclusively provide all box office services for performances in the McAninch Arts Center. The In Residence Company will use only the McAninch Arts Center's box office system and box office telephone number for the sale of tickets to the In Residence Company's production at the McAninch Arts Center.

- a. Ticket office services include:
 - i. Advance phone walk up and mail order.
 - ii. Day of sales will call and walk up services.
 - iii. Subscription pre-sales, campaign and management.
 - iv. Printed tickets.
 - v. Reminders sent to patrons prior to each performance.
 - vi. Box office sales reports.
 - vii. Revenue payments to the In Residence Company.
 - viii. Ticket revenue will be given to the In Residence Company as per this Agreement.
 - ix. All ticket revenue will be processed weekly and given to the In Residence Company via ACH weekly electronic payments. If the In Residence Company does not register for ACH electronic payments, box office receipts will be distributed monthly based on college payment schedule.

- x. Ticket revenue will be paid out to the In Residence Company less any box office handling fees and less incurred credit card processing fees.
- b. The box office will be open according to the following schedule:

	Closed
Tuesday:	12p to 6p
Wednesday:	12p to 6p
Thursday:	12p to 6p
Friday:	12p to 6p
Saturday:	12p to 6p
Sunday:	Open 2 hours prior to curtain
- c. The Box Office is also open 2 hours prior to curtain on any performance night. Box Office reserves the right to adjust hours according to the overall needs of the McAninch Arts Center.
- d. A complete performance schedule must be provided to the box office seven (7) days before production commences.
- e. The MAC will retain all ticket fees assessed to the consumer.
- f. The In Residence Company understands and agrees that the In Residence Company is precluded from using any other ticket selling agency for the sale of tickets to the shows while the shows are performed at the Premises.
- f. The In Residence Company agrees that all tickets printed for the event shall not exceed the capacity of the venue. All general admission tickets shall be consecutively numbered only to the capacity. All events are encouraged to provide tickets (whether paid or not paid) so that overcrowding does not occur and create a safety problem.

ARTICLE X

STANDARD TICKET DISCOUNTS

The In Residence Company agrees to all discounted tickets currently advertised on the MAC website at <http://www.atthamac.org/tickets/special-offers/> or third party ticket outlets. In Residence Company shall have a representative in attendance and participating in weekly marketing calls by the MAC director. All discounts the final week prior to a performance shall be at the discretion of the MAC.

ARTICLE XI

COMPLIMENTARY TICKETS

Upon request made 24 hours in advance; and subject to availability and approval of the In Residence Company, the MAC will be entitled to two (or an average of two over the course of a season, whichever is greater) complimentary tickets per week of the run of each show, and an additional 10 pairs per production for press and promotional use. These tickets are not subject to the minimum fee.

ARTICLE XII

PROGRAM AND ADVERTISING

- a. The MAC will coordinate and pay for all season brochure marketing, print, radio, any outdoor billboards and cable advertising for each show and coordination of press/opening night to each show from funds allocated to the In Residence Company by the Board of Trustees of the College of DuPage. The MAC will create and have final approval on any ad design, logos, copy ads, and radio/cable copy for any and all marketing implemented by the MAC.
- b. The MAC will provide the In Residence Company with a show page for each event on the MAC website.
- c. The MAC will provide a page on the MAC website for the In Residence Company.
- d. The MAC will NOT handle any promotional or sponsorship marketing events for the In Residence Company.
- e. The In Residence Company will acknowledge MAC in all marketing, digital, radio, television, print, and press interviews.

ARTICLE XIII

CONCESSIONS

The MAC reserves the right to offer for sale concessions (food, snack and beverage items) for all events open to the general public. The In Residence Company recognizes that the portion of the lobby required for such concession sales will be reserved for that purpose. The MAC will collect all such sales and the In Residence Company shall not share in any resulting revenue.

The In Residence Company has the right, but not the obligation, to sell non-food souvenir items immediately prior to any performance, at any intermission or break, and for a brief time after their presentation upon approval by the MAC. If the MAC provides the seller(s), the concession fee shall be \$24.00 dollars per show. If the MAC does not provide a seller, the concession fee shall be fifteen percent (15%) of the gross sales. The MAC shall determine the site to be used for any sales by the In Residence Company or the MAC.

College of DuPage authorized vendor(s) shall furnish all food services of any kind that is required by the In Residence Company. Any outside catering must be approved by special arrangements with the production manager. Remember that any catering may not include alcoholic beverages. Please note that all beverages supplied, distributed or donated by the In Residence Company, the In Residence Company's caterer or associate on College property must be exclusive brands distributed by the company then under contract with the College.

College of DuPage Policy prohibits the possession and/or consumption of alcoholic beverages on all college property unless MAC provides it as part of a contracted catered event or it is sold by MAC concessions.

ARTICLE XIV

REMOVAL

- a. The MAC will be responsible for the strike at the conclusion of the show and the Agreement term.
- b. The In Residence Company will be responsible for removing all of its property from the Premises at the conclusion of the show and Agreement term. If the In Residence Company does not remove its property from the Premises at the end of the term, MAC may remove it and the In Residence Company will pay the cost of such removal to MAC.

ARTICLE XV

UNTENABILITY

If a substantial portion of the Premises or the MAC are made untenable by fire or other casualty, MAC may elect:

- a. to terminate this Agreement as of the date of the fire or casualty by notice to the In Residence Company within sixty (60) days after that date; or
- b. proceed with all due diligence to repair, restore or rehabilitate the Playhouse theater or the Premises at MAC's expense, in which latter event this Agreement will not terminate.

ARTICLE XVI

INSURANCE

The In Residence Company agrees that it will carry and maintain at its own cost:

- a. Liability insurance. A Certificate of Insurance and Endorsement Page must be furnished providing evidence of liability coverage for the In Residence Company 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. The Certificate of Insurance must state that 30-day advance written notice will be given to the MAC in the event of cancellation or material change in insurance coverage. The Certificate of Insurance is to name College of DuPage as additional insured.
- b. Workers' Compensation. During the period of this Agreement, the In Residence Company will maintain appropriate Workers' Compensation Coverage. The In Residence Company will furnish evidence of such insurance and coverage to MAC prior to the commencement of this Agreement. Should the In Residence Company not be required to obtain Workers' Compensation coverage, the In Residence Company will obtain a special risks health insurance policy in lieu of Workers' Compensation. The In Residence Company releases MAC and its agents and servants from all costs associated with a personal injury resulting from the In Residence Company's negligence, or an act of God, arising out of the In Residence Company's use of the Premises.
- c. Volunteer Insurance. If the In Residence Company uses volunteer labor, the In Residence Company must carry Volunteer Insurance and name MAC as an additional named insured.

MAC and College of DuPage shall not be liable for any damage to property belonging to the In Residence Company from whatever source, internal or external, nor shall MAC be liable for any loss of property from or on the Premises, however occurring unless directly caused by an employee of MAC. The In Residence Company agrees to hold MAC and the College of DuPage harmless against any and all claims for damage to persons or property arising out of use of Premises covered by this Agreement, provided such claims do not arise from the actions or inactions of a MAC employee.

The In Residence Company shall be held liable for any loss, theft or damage to MAC equipment and/or facilities if the In Residence Company or the In Residence Company's personnel cause such occurrence.

ARTICLE XVII

GENERAL

- a. The In Residence Company may cancel this Agreement within thirty (30) days' notice prior to the opening of an event.
- b. The Mac is not responsible for any losses incurred due to circumstances beyond our control. (Force Majeure)
- c. 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. The MAC will serve notice to BTE, or BTE will serve notice to the MAC "as soon as possible."
- d. The MAC will not be held liable for not fulfilling this Agreement or any portion thereof if prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God or any other legitimate condition beyond the control of the MAC. If such acts or conditions occur, the MAC shall not be liable for any damages or loss suffered by the In Residence Company.
- e. The MAC reserves the right to move the In Residence Company's subscriber event or rehearsal, but not performance, to alternative facilities on campus that would accommodate the In Residence Company's needs. The In Residence Company will be given written notice at least one (1) week in advance that their subscriber event or rehearsal has been moved.
- f. The person signing this Agreement expressly warrants that he/she is authorized by the In Residence Company. The laws of the State of Illinois govern this Agreement. The MAC representative signing this Agreement warrants that he/she signs as an authorized representative of MAC.
- g. The In Residence Company is permitted to hire a student worker to assist with backstage or administrative duties – that is paid for out of the College fund allocated to the In Residence Company to assist with production or copies of scripts, audition appointments, managing of email list, subscriber and donor lists, scheduling of rehearsals in Astra Announcements for auditions, scanning scripts for review, selling scripts to actors, displaying posters around the College.
- h. The In Residence Company assumes full liability for the conduct of any patron, guest, or visitor who attends the In Residence Company's event.
- i. The In Residence Company is responsible for any special cleanup which may result from the event.

- j. The In Residence Company may use only the spaces and/or facilities assigned to it.
- k. The In Residence Company agrees that all materials (music, literature, poetry, lecture, comedy, etc.) used in presentation or performance at the MAC is either original work or works for which the In Residence Company has received written permission from author or his authorized agent to present or perform.
- l. The MAC reserves the right to distribute promotional materials concerning its own programs or any general college programs at any event held in the MAC. The MAC agrees to promote In Residence Company performances and events at up to three (3) other appropriate events in the MAC. The MAC retains sole discretion as to which events the In Residence Company performances will be promoted. The In Residence Company agrees that MAC performances may be promoted at any and all In Residence Company performances during the Agreement term.
- m. College of DuPage is a smoke free environment. Smoking is not allowed on the College of DuPage campus and is subjected to fines issued by the College of DuPage Police

For the McAninch Arts Center:



Signed

Ellen Roberts
Interim VP, Administrative Affairs

3.26.2021

Date

College of DuPage
McAninch Arts Center
425 Fawell Boulevard
Glen Ellyn, Illinois 60137
T (630) 942-2913
F (630) 942-3905

For the Buffalo Theatre Ensemble:



Signed

Brandee Martin
Buffalo Theater Ensemble

February 10, 2021

Date

Buffalo Theatre Ensemble
bm@btechicago.com
Brandee.martin@gmail.com

**COLLEGE OF DUPAGE
MCANINCH ARTS CENTER
IN RESIDENCE RENTAL AND WORKING AGREEMENT**

ARTICLE XVII

OPERATING COSTS ADDENDUM

Rehearsal space for two (2) weeks of rehearsals and tech rehearsals (sixty (60) performances value of \$30,000) In-Kind

Estimated authorized expenses College of DuPage will pay to the MAC in support of In Residence Company expenses for the 2021-2022 and 2022-2023 seasons

Expense Type	FY2022	FY2023
Marketing expenses	\$53,620	\$53,620
Programs, printing, posters, mailing and mailing services	\$15,020	\$15,020
Run, Set, Costume crew	\$ 7,630	\$ 7,630
Supplies	\$ 1,210	\$ 1,210
Custodial Services	\$ 4,320	\$ 4,320
House manager*	\$ 3,600	\$ 3,600
Concession staff*	\$ 1,800	\$ 1,800
Box office staff*	\$ 2,250	\$ 2,250
Production manager*	\$ 2,550	\$ 2,550
General operating/overhead* **	\$15,000	\$15,000
Accounting*	\$ 3,000	\$ 3,000
Total	\$110,000	\$110,000

*All combined equal \$28,200 for FY2022 and FY2023, included in transfer back to MAC Operations.

** General operating/overhead costs: \$250 per performance for 60 performances includes use of and maintenance of equipment including but not limited to, soundboard, light board, lighting fixtures, lighting gels, bulbs, batteries, microphones, speakers, coordination of marketing services and MAC management coordination.