

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1392100  
Vendor Name: Supreme Talent International  
Invoice Number: TR23-MOTOWNDEP  
Invoice Date: 6/7/2022  
PO Number:  
Check Number: 0300061  
Check Amount: \$ 8,000.00  
Check Date: 06/21/2022  
Voucher Number: V0742107  
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: 06/07/22 Vendor ID: 1392100 Vendor Name: Supreme Talent International

Payee Address: 210 Summit Ave Montvale, NJ 07645 Payment Due Date: 06/23/22

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-MOTOWNDEP	05-60-11601-1700001	MAC Touring: Prepaid Exp	8,000.00
Total			\$ 8,000.00

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 Magic of Motown 07/29/22 (Deposit) TR23\_MOTOWN

Other Instructions:

Deposit for performance on 07/29/22. Performance contract & COI/Endorsement attached.

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

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2022.06.07 13:00:53 -05'00' Print Name: Molly Junokas

Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.06.07 15:09:01 -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): Martinez, Diana Digitally signed by Diana Martinez  
Date: 2022.06.07 15:14:00 -05'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

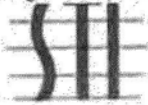
## Check Request Form *(cont.)*

### **Processing a Check Request:**

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

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

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



# Supreme Talent International

210 Summit Avenue, Montvale, New Jersey 07645 | Phone: 201.307.0604 | 800.677.2731 | Fax: 201.307.5656

AGREEMENT made this 5th<sup>th</sup> Day of November, 2021 between

**MAGIC OF MOTOWN / SUPREME TALENT INTERNATIONAL (STI)** (hereafter referred to as **ARTIST**) and

**MCANINCH ARTS CENTER** (hereafter referred to as **PURCHASER**)

The **PURCHASER** hereby engages the **ARTIST** and the **ARTIST** hereby agrees to perform the engagement hereafter provided, upon all terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions."

1. PLACE OF ENGAGEMENT: **MCANINCH ARTS CENTER**  
 EXACT ADDRESS: **COLLEGE OF DUPAGE Lakeside Pavilion**  
**425 FAWELL BLVD.**  
**GLEN ELLYN, IL 60137**

2. DATE(s) OF ENGAGEMENT: **JULY 29 2022 at 7:30PM**

3. SHOW SCHEDULE: **PERFORMANCE TO INCLUDE INTERMISSION**

4. FULL PRICE AGREED UPON: **\$16,000.00 (SIXTEEN THOUSAND U.S. DOLLARS FLAT GUARANTEE)**

College Check or ACH Payment, see MAC Rider #5

All payments shall be paid by **MONEY ORDER, CASHIERS CHECK, CERTIFIED CHECK or BANK WIRE in US FUNDS ONLY**

Payments are to be made as follows:

**50% (\$8,000.00) DEPOSIT MADE PAYABLE TO SUPREME TALENT INTERNATIONAL TO BE RETURNED WITH SIGNED CONTRACT IMMEDIATELY** ASAP after full execution of contract.

**50% (\$8,000.00) PAYABLE TO SUPREME TALENT INT AGENT. (NO LATER THAN THE DAY OF PERFORMANCE OR ARTIST WILL NOT PERFORM \*\*\*NO TAXES WILL BE WITHHELD FROM FULL PRICE AGREED UPON\*\*\***

5. Said **BALANCE (\$8,000.00)** shall be paid by **COMPANY CHECK** made payable to **SUPREME TALENT INTERNATIONAL** by **PURCHASER**, AND MAILED OVERNITE FEDEX TO **STI OFFICE PRIOR TO SHOW**

6. BILLING: **(100%) MAGIC OF MOTOWN**

7. SPECIAL PROVISIONS: **PURCHASER WILL PROVIDE; 12 HOTEL ROOMS, LOCAL GROUND TRANSPORTATION, FIRST CLASS SOUND AND LIGHTS, BACKLINE AND ALL RIDER REQUIREMENTS, DINNER BEFORE SHOW AND DRESSING ROOMS**

8. TICKETS: **TBA** Show is free and open to the public.

9. GROSS POTENTIAL: **TBA**

10. Rider Attached becomes part of Contract

**PURCHASER** agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by **ARTIST** at rehearsals thereof, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, and public address system in perfect working order, including microphones in number and quality required by **ARTIST** and comfortable, lighted dressing rooms; labor as shall be necessary and or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation, all lights, all licenses (including musical performing rights licenses); appropriate and sufficient advertising and display newspaper advertising in the principle newspapers and **PURCHASER** shall pay all other necessary expenses in connection therewith. **PURCHASER** agrees to pay all sales and **AMUSEMENT**, as well as all **STATE** and **FEDERAL** taxes which may result from performance with no deductions whatsoever from artist guarantee according to paragraph 4. full price agreed upon.

Both Parties agree

11. **PURCHASER** agrees to properly bill and advertise the **ARTIST** according to the contract and contract rider; and **PURCHASER** agrees to indemnify the **ARTIST**, **ARTIST'S** management company and **ARTIST'S** agent from all damages, including attorneys fees, incurred as a result of any improper billing or unauthorized promotion of the **ARTIST** and the enforcement of the **ARTIST'S** rights hereunder.

each other, their

(**ARTIST: MAGIC OF MOTOWN/STI**)

By: *[Signature]*

Date *3/5/22*

(**PURCHASER: MCANINCH ARTS CENTER**)

By: *[Signature]*

Date *6/7/2022*

**ALL SIGNED COPIES MUST BE RETURNED TO  
 SUPREME TALENT INTERNATIONAL CORP  
 PURCHASER:  
 MCANINCH ARTS CENTER**

\*\*The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions."

Signatory for College of DuPage: Eileen Roberts, VP Administrative Affairs

# ADDITIONAL TERMS AND CONDITIONS

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsals therefor, including a suitable theater, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in good working condition including microphone(s) in number and quantity required by ARTIST and comfortable, lighted dressing rooms; all stage hands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work, and take out the entertainment presentation (including scenery, properties, and baggage); all lights, tickets, house programs, all licenses (including musical performing licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place) ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expense in connection therewith. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and to promptly comply with ARTIST'S directions to arrange the stage décor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and reversals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally.
2. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to the details, means and methods of the performances of the performing artist hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control. All return dates for the artist shall be booked with STI.
3. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performance hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to 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 authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
4. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admission, if any, (except to local press) shall be subject to ARTIST'S prior written approval. In the event that payment to artist shall be based in whole or part on the receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted and approved by ARTIST in writing before tickets are ordered or placed on sale, (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each performance within two hours following such performance, and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.
5. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.
6. It is specifically agreed between the ARTIST and PURCHASER that if payment is not received in full prior to the performance of the engagement herein described, ARTIST may retain any deposits paid herein as liquidated damages. This clause shall not prevent the ARTIST from entering into litigation for the purpose of securing any additional awards or judgments, and this clause is also applicable in the instance where the balance of the purchase price may be demanded immediately by ARTIST because of financial instability on the part of PURCHASER. The parties acknowledge and agree, for purposes of this section that the majority of ARTIST'S duties have commenced or have been performed prior to the night of engagement, and therefore retention of deposits contemplated herein is reasonable.
7. PURCHASER agrees that this contract is NOT SUBJECT TO CANCELLATION unless ARTIST AGENT agrees to such a MINIMUM OF 60 DAYS Prior the performance date, and written notice of such cancellation is delivered to the officer of STI, in that case the deposit is held by the agency and the show will be rescheduled at FULL PRICE at a mutually agreeable date. STI will use its best effort to insure completion of this contract by ARTIST. However, PURCHASER understands that STI may be forced to cancel this engagement due to various circumstances beyond STI'S control. Should STI be required to cancel the engagement STI shall give notice as soon as possible to PURCHASER and the PURCHASER will reschedule a mutually agreeable date with STI.
8. This constitutes the sole, binding agreement between the parties hereto. STI acts only as agent for ARTIST and assumes no liability hereunder.
9. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST. It is understood that if the artist provides a seller, the purchaser provides a seller, the purchaser shall receive 20% of sales to government of artist
10. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of New Jersey. Nothing in this agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild, or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this agreement and 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. Illinois, see NAC R-der #11

Any claim or dispute arising out of or relating to this agreement or the breach thereof, shall be settled by arbitration in New Jersey, in accordance with the rules and regulations of the American Arbitration Association governing three member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators

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

This Rider, dated **Tuesday, March 29, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as **PURCHASER**) and **Magic of Motown/Supreme Talent International (STI)** (herein known as **ARTIST**).

**Relationship / Provisions**

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

**Payment**

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

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

8. It is understood that **ARTIST** is self-employed and carries at **ARTIST**'s cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. **ARTIST** will provide **PURCHASER** with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for **CLIENT** in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. **ARTIST** cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" — any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the **ARTIST** beyond the cancellation clause contained herein, then the **ARTIST** agrees to refund any and all deposits less purchased plane tickets. The **ARTIST** will make every effort to reschedule the engagement at original agreed terms and fees.

**Choice of Law and Forum**

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

**Tech / Hospitality Rider**

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



#### **Ticketing**

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.
16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.
17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

#### **License / Permits**

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.
19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).
20. PURCHASER confirms that it is the sole responsible authority for the venue.
21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

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

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.
23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.
24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

#### **Sponsorship**

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

#### **Merchandising / Concessions**

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

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

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to:
- a. High resolution (300 dpi or higher) electronic photos
  - b. Press kit including bio, reviews, photos
  - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

#### **Performance Radius**

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


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

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

**COLLEGE OF DuPAGE  
McAninch Arts Center**

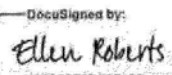
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

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

Date: 3/30/22

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

Date: 6/7/2022

**McAninch Arts Center  
Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:marlinezd59@cod.edu">marlinezd59@cod.edu</a>
Contracts/ Payment – Ellen McGowan	630-942-3009, <a href="mailto:mccgowan@cod.edu">mccgowan@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Education Coordinator – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org





HIPSHOT-01

YBAKER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2022

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

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

<b>PRODUCER</b> Feingold & Feingold Insurance Agency, Inc. 22 Elm Street Worcester, MA 01608	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (508) 831-9500 FAX (A/C, No): (508) 797-4030 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b>  Hipshot Creative LLC 98 Old Spencer Road Charlton, MA 01507	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Nautilus Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NC277272	3/10/2022	3/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WHEN REQUIRED BY WRITTEN CONTRACT/AGREEMENT. College of DuPage is Additional Insured with respect General Liability for event to be held on July 29 2022 per policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

College of DuPage 425 Falwell Blvd Glen Ellyn, IL 60137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED  
ENDORSEMENT — SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization**  
College of Dupage

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization named in the Schedule above (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to:  
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
- 5. We have no duty to defend or indemnify an additional insured under this endorsement:
  - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
  - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
  - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C. As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
  - 1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
  - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
- 2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:

#### 4. Other Insurance

##### b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** Re: For Review/Approval - COI & EP Magic of Motown 07/29/22  
**Date:** Tuesday, May 3, 2022 2:42:45 PM

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Hi Molly,

Insurance is accepted as presented.

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

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**From:** Junokas, Molly  
**Sent:** Tuesday, May 3, 2022 1:59 PM  
**To:** Gieschen, Philip  
**Subject:** For Review/Approval - COI & EP Magic of Motown 07/29/22

Good afternoon Phil,

When you get a chance, could you please take a look at the attached COI and Endorsement Page and let me know if they are acceptable? This is for the Magic of Motown concert at the MAC on 07/29/22.

Please let me know if you need any other information.

Thank you!

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

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

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**Check Request - Artist Fee Magic of Motown Deposit**

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

Tue, Jun 7, 2022 at 09:15 PM GMT

CC:

BCC:

Good afternoon,

Please see attached for a check request for Supreme Talent International. This is the artist fee (deposit) for Magic of Motown who will perform at the MAC on 07/29/22.

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

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

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**1 attachment**

Supreme Talent International Inv TR23-MOTOWNDEP 8000.00 Magic of Motown Deposit 07-29-22.pdf