

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1438848
Vendor Name: BiCoastal Productions, LLC
Invoice Number: TR23-DOOWOPDEP
Invoice Date: 8/8/2022
PO Number:
Check Number: E0090898
Check Amount: \$ 4,000.00
Check Date: 08/10/2022
Voucher Number: V0749480
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: 08/08/22 Vendor ID: 1438848 Vendor Name: BiCoastal Productions, LLC

Payee Address: 247 West 38th St, Suite 403 New York, NY 10018 Payment Due Date: 08/19/22

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-DOOWOPDEP	05-60-11601-5309004	MAC Touring: Performing Arts Services	4,000.00
Total			\$ 4,000.00

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 The Doo Wop Project 10/09/22 (Deposit)

Other Instructions:

ACH Payment - 08/19/22 Disbursement.

Note for MAC: 460 Artist Fee TR23_DOOWOP

All requests will require the following approvals:

Requester: Molly J unokas Digitally signed by Molly J unokas
Date: 2022.08.08 16:55:56 -05'00' Print Name: Molly J unokas

Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.08.08 17:59:34 -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): _____ Print Name: _____

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

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.



WELCOME TO OUR VIRTUAL CONTRACT PLATFORM!

TO REVIEW & SIGN THIS AGREEMENT ONLINE,
PLEASE PROCEED TO THE FOLLOWING PAGES

(Once fully-executed, you will receive a PDF copy via email for your records)

IF YOU WISH TO DOWNLOAD THIS AGREEMENT AS A
'PRINTABLE PDF'

1.) SIMPLY SELECT THE THREE DOTS IN THE UPPER LEFT 

2.) THEN SELECT 'DOWNLOAD'



3.) THE PDF WILL BE SAVED TO YOUR DOWNLOADS
FOLDER. YOU ARE WELCOME TO RETURN IT VIA EMAIL
TO YOUR AGENT OR VIA REGULAR MAIL

IF YOU REQUIRE FURTHER ASSISTANCE, PLEASE CONTACT YOUR
BICOASTAL AGENT AT ANY TIME!

THANK YOU!



DCA Agency #1407953

122 Victoria Bay Court – Palm Beach Gardens, FL 33418 - United States of America
(212) 268-6969 / talent@bicoastalproductions.com / www.bicoastalproductions.com

Engagement Agreement

Agreement made **Saturday, February 19, 2022** by and between the following parties: **College of DuPage** (hereinafter referred to as "Purchaser") and **The Doo Wop Project LLC** (hereinafter referred to as the "Producer") furnishing the services of **The Doo Wop Project** (hereinafter referred to as the "Artist").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST (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 PRESENTER and/or PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

DESCRIPTION OF PRIMARY DETAILS AGREED TO BETWEEN THE PARTIES

KEY CONTACTS:

SIGNATORY: Ellen Roberts, Buyer, VP of Administration
DAY OF SHOW: Diana Martinez, Director McAninch Arts Center / martinezd59@cod.edu -640.942.3007
TECH: Joseph Hopper / Hopper@cod.edu - 630.942.2913
MARKETING: Whitney Rhodes - whitneyr@carolfoxassociates.com Niki Morrison nikim@carolfoxassociates.com
BOOKING AGENT: Amber Hansen - (801) 637-1603 / amber@bicoastalproductions.com
ARTIST ADVANCE: Robert Schneider - (212) 287-5631 / Robert@architecttheatrical.com
Gracie Esmonde - (212) 287-5632 / Gracie@architecttheatrical.com

ENGAGEMENT VENUE:

McAninch Arts Center
425 Fawell Blvd, Glen Ellyn, IL, 60137, United States

DATE & SHOW TIME:

Sunday, October 9, 2022 
Performance ~~7:30 PM~~ **3:00 PM**

NUMBER & LENGTH OF PERFORMANCES:

One Performance and option of Live Stream day of show only.
Duration: 1h 30m
INTERMISSION: Yes 15 Minutes

RADIUS CLAUSE:

Artist shall not perform any publicly advertised performance within 35 miles of venue 90 days prior to or 90 days after the performance date.

CONTRACT FEE:

Flat Guarantee of \$ 16,000.00 plus \$ 350.00 (Ground Transportation Buyout)

PAYMENT SCHEDULE:

Deposit	Payable on/before: 8/15/22	\$ 4,000.00
Balance	Payable on/before: on site	\$ 12,350.00
BONUS/BACKEND (If Applicable): Payable with balance Amount TBD		

Deposits Payable to: BiCoastal Productions LLC

Final Payee: The Doo Wop Project LLC

Deposits are non-refundable. Cancellation of event by Purchaser from date of signed contract to eighty-nine (89) days of event, payment equal to 50% of the full Guarantee is due. Cancellation of event by Purchaser within sixty (60) days of event, payment equal to 75% of the full Guarantee is due. Cancellation of event within thirty (30) days of performance, payment in full is due.

PAYMENT METHOD:

DEPOSITS:

If deposits are made via ACH or Wire Transfer, payments shall be made to the following bank account (Written notice that the transfer has been scheduled must be provided to agent within 1 business day):

Account Name: BiCoastal Productions, LLC

Account Number: 238909939

Routing Number: 021000021

Bank Name: JP Morgan Chase Bank

Bank Address: 1411 Broadway, New York, NY 10018


If deposits are made via company check, payments should be mailed to the following address:

BiCoastal Productions LLC

122 Victoria Bay Court

Palm Beach Gardens, FL 33418

United States of America

BALANCE: College, see MAC Rider #5 

~~Certified or Cashiers check~~ hand-delivered to Dominic Nolfi or Sonny Paladino immediately prior to performance (accompanied by a certified box office settlement)

ADDITIONAL PROVISIONS

TRAVEL & ACCOMMODATIONS

Air: Artist to provide airfare

Ground: Purchaser to provide \$350.00 ground transportation buyout.

Hotel: Purchaser to provide 10 single hotel rooms for up to 2 nights

Hospitality & Meals: Purchaser to provide hospitality & meals per rider (or a \$400.00 meal buyout)

PRODUCTION:

Backline: Purchaser to provide backline per rider

Sound & Lights: Purchaser to provide sound and lights per rider

Additional Terms: The exact performer lineup shall be subject to change at any time prior to the scheduled engagement(s) at the sole discretion of Artist. The substitution of any performing member or musician by Artist shall in no way constitute any breach of agreement(s) with Purchaser at any time and it shall also not entitle Purchaser to cancel or postpone the engagement(s) as a result. In the event of member-substitutions, Artist will

provide performer(s) of equal caliber to perform the engagement as stated in this Agreement. As a precaution, Producer recommends that Purchaser display the following disclaimer in all advertising and public relations materials: "Exact member-lineup is subject to change without notice."

MERCHANDISE POLICY:

80/20 split

ARTIST BILLING:

THE DOO WOP PROJECT

MEET & GREET:

N/A

ARTIST COMPS: Purchaser to provide Artist with ten (10) complimentary tickets.
(any unused tickets will be released back to venue prior to performance)

ANNOUNCEMENT & ON-SALE INFORMATION:

ANNOUNCE DATE: TBD

ON-SALE DATE: TBD

TICKET LINK: TBD

Addendum "A" (Additional Terms and Conditions), Artist Rider and any other Producer or Purchaser Addenda referenced herein (if any) are all attached hereto and fully incorporated herein by reference.

This agreement, dated Saturday, February 19, 2022, must be signed by Purchaser and returned to BiCoastal Productions LLC together with any advance deposit (if required), within a 30 (thirty) day period from the date of this agreement in order to be considered valid. Unless prior arrangements for an extension have been made and agreed to in writing, Producer/Artist will not be able to guarantee availability on the event date specified herein, should a signed agreement not be received within the specified period.

THE PARTIES SIGNING BELOW ARE OF PROPER AUTHORITY TO EXECUTE THIS AGREEMENT

ACCEPTED & AGREED TO (Purchaser):

College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
DocuSigned by:

Ellen Roberts
VP of Administration
5/30/2022

ACCEPTED & AGREED TO (Producer):

The Doo Wop Project LLC
c/o BiCoastal Productions LLC
122 Victoria Bay Court
Palm Beach Gardens, FL 33418


Ryan Conway
Manager

ADDENDUM A (Additional Terms and Conditions)

1.) RIDER

Artist's rider will be attached to this agreement. Such Rider shall form a part of this contract as fully set forth above. Said Rider shall supersede any other Rider that Purchaser may or may not attach to contract.

2.) SOUND/LIGHTING/STAGING

In addition to house sound and lighting, Purchaser shall furnish to Artist any additional staging, sound and lighting equipment that the Artist may require, at Purchaser's sole cost.

3.) ADVERTISING

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, posters, house boards and social media. Purchaser may only use Artist's name and pre-approved materials, pictures, photographs, image or other identification of artist (collectively, "Artist's Likeness") in connection with Purchaser's advertising and publicizing of the Engagement. 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 or Producer's Agent. Purchaser may not advertise the performance prior to full contract execution and receipt of deposit payment(s) due without express approval of Producer or Producer's Agent. Advertising of performance without such approval may result in applicable penalties.

4.) TICKET COUNTS

Purchaser agrees to provide Producer, Artist or BiCoastal Productions, LLC with updated ticket counts upon request. Should the Purchaser use a ticketing service with capabilities to provide automated sales reports to the Agent's email address, the Purchaser must enroll the Agent to receive these reports when tickets are listed for sale.

5.) TICKET SCALING

Purchaser will clearly input the specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

6.) OPENING ACTS

Purchaser will not add any additional, co-headlining, or opening acts to this engagement without prior written consent and approval by Producer, Artist, or BiCoastal Productions, LLC.

7.) ADMISSION POLICY

Purchaser agrees that if NO ADMISSION is charged to any part of the audience for the engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that Producer/Artist must receive one hundred percent (100%) of the admission receipts collected.


8.) GROSS POTENTIAL

In the event Producer/Artist is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performances with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer/Agent in writing. The Purchaser agrees to scale the ticket prices for this engagement to guarantee potential as stated on the face page of this contract.

9.) OUTSIDE USE

Purchaser shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Artist's performance hereunder, except with prior written approval from Producer and/or Producer's Agent.

10.) FORCE MAJEURE

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

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 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." See MAC Rider #9.

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, pandemic, 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. Notwithstanding anything to the contrary contained herein, if Artist has a good faith belief that a public health issue poses any risk to Artist and/or the public, Artist may cancel and/or reschedule the Performance at Artist's sole discretion and regardless of federal, state and local orders and/or regulations. Upon such cancellation, Artist and Purchaser will work in good faith to reschedule the Performance, and any deposit paid by the Purchaser will be refunded if the Performance is not able to be rescheduled within 18 months.

11.) INCLEMENT WEATHER

Notwithstanding anything contained 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.

12.) SEVERABILITY

If any portion of this agreement is in conflict with any applicable Federal or State law in force or hereafter in-acted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact. 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 Purchaser has changed, been misrepresented or been impaired. Producer may cancel the Agreement without payment or penalty of any sort. In the event that Purchaser fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- 1.) Producer in its sole and exclusive discretion, may immediately terminate this Agreement.
- 2.) Producer will have the right to retain any amounts previously paid by PURCHASER.
- 3.) Purchaser will immediately reimburse Producer for any out-of-pocket costs incurred by Producer and/or Artist as a result of Purchaser's breach.
- 4.) Purchaser will remain liable to Producer for the guarantee and any additional compensation due Producer, as set forth in the Agreement.
- 5.) Producer and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13.) INTERPRETATION & DISPUTES

The agreement shall be interpreted in accordance with the laws of the State of New York. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in the City of New York, and State of New York only. The prevailing party in any such action shall be entitled to receive his, hers, or its reasonable attorney's fees and costs.

Illinois, see MAC Rider #11

14.) MODIFICATION OF AGREEMENT

No purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed by both Purchaser and by an authorized representative of Producer or BiCoastal Productions, LLC.

RC

State of Illinois, see MAC Rider #11

15.) AGENT RESPONSIBILITY

It is expressly agreed that BiCoastal Productions, LLC acts herein as the Agent for Producer/Artist and is not responsible for any act of commission or omission on the part of Producer/Artist or Purchaser.

16.) NON-LIABILITY OF AGENT

Purchaser acknowledges that BiCoastal Productions, LLC and all direct and indirect employees and contracts of this company is/are not a party to this Agreement, has made no warranties or representations to Purchaser, and is not legally responsible for the performance or non-performance of the Agreement by the Producer or Artist.

17.) ENTIRE AGREEMENT

This instrument and addendum and the attached rider constitute the entire agreement of the parties with respect to the subject matter addressed herein. There are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties except for those which are expressly contained in this document or the addendum and rider.

18.) HEALTH & SAFETY

Purchaser will adhere to and implement all recommended and necessary safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Producer/Artist and Producer's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices. In addition to Purchaser's other indemnification obligations, Purchaser will indemnify, defend, and hold Company and Artist and Artist's accountants, attorneys, agents, representatives, and their respective contractors, employees, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation. If more than one tour date scheduled to take place before and/or after this engagement is cancelled, then Purchaser and Company will make best efforts to reschedule the performance date in good faith. If Purchaser and Company are unable to mutually reschedule the performance, then Purchaser agrees that Company has the right to cancel the performance without liability. Under such circumstances all deposits will be returned and neither party will have any further obligations to the other party.

19.) DEPOSIT RELEASE

Upon executing this agreement, Purchaser hereby authorizes BiCoastal Productions LLC to release any advance monies paid by Artist (including deposits) to BiCoastal Productions LLC in connection with the agreement to Artist at any time prior to the engagement. Such release of funds shall remain without prejudice to any rights under the agreement pertaining to the above-mentioned engagement. Purchaser agrees and acknowledges that upon release of these funds by BiCoastal Productions LLC pursuant to the terms hereof, Purchaser shall not hold BiCoastal Productions LLC responsible for such funds under any circumstances. Notwithstanding the foregoing, in the event that Artist cancels the engagement due to circumstances unrelated to a breach of the agreement terms by Purchaser, inclement weather, force majeure occurrences, or any circumstances listed in Article 12 of Addendum A, Artist agrees to return to Purchaser any monies released pursuant to the terms hereof. Furthermore, both Purchaser and Artist agree to hold BiCoastal Productions LLC harmless from any and all liability from loss, damage, injury or otherwise arising out of or incident to the release of the monies per the terms of this agreement.

19.) ADDITIONAL TERMS

Additional terms and conditions, if attached, are hereby part of this agreement. Receipt of this agreement does not imply or guarantee performance.



Contact Information:

Management & Advancing:
Robert Schneider (Architect Theatrical)
Robert@architecttheatrical.com
212-287-5631

Gracie Esmonde (Architect Theatrical)
Gracie@architecttheatrical.com
212-287-5632

Ryan Conway (Architect Theatrical)
Ryan@architecttheatrical.com
212-287-5630

Booking Agent:
Jack Forman – BiCoastal Productions
jack@bicoastalproductions.com
732-963-9186

Day of Show Contact:
Sonny Paladino
sonnymusic@gmail.com
631-807-3129

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Venue: Technical Director or Production Manager:

NAME: Joe Hopper

PHONE: 630-942-2913

EMAIL: hopper@cod.edu

FAX: 630-942-3002

General Information

THE DOO WOP PROJECT travel with FIVE (5) principle singers and FIVE (5) musicians. If there are any changes to the travel party size the Manager will provide the exact number upon advance of this engagement.

Running Time:

THE DOO WOP PROJECT show is a 90-minute (maximum) performance without an intermission. In the event an intermission is required the show will be performed in TWO (2) 45-minute halves. Intermissions are not to exceed TWENTY (20) minutes in length.

Security:


PURCHASER shall guarantee adequate SECURITY to insure the safety of the ARTIST'S instruments and personal property from the beginning of load-in to completion of load-out. During sound check, performance, and after show, PURCHASER will have security backstage. PURCHASER is held responsible for the personal belongings and musical equipment of the ARTIST. Security will be required to be present at any meet & greets and in merchandise area while the ARTIST is present.

Meals / Hospitality:

HOSPITALITY: PURCHASER shall provide refreshments and meals in quantities enough for TEN (10) people. Please discuss with the Manager what times this should be made available.

A HOT, HEALTHY and balanced meal consisting of a MEAT AND VEGETARIAN entrée. Preferred MEAT option would be CHICKEN or LIGHTER-FARE BEEF. Please NO Steak or Heavy Cheese Pasta dishes. Preferred VEGETARIAN option is non-cheese, such as Rice and Steamed Vegetables. TWO (2) vegetable sides, salad and dessert should be provided between sound check and show time for 10 people.


On shows where a catered meal is not possible a meal buyout in the amount of \$400.00 per show day is required. This fee will be pro-rated for multiple shows in one day. That fee will be determined upon advance. Buyout should be paid to the Day of Show contact at sound check in CASH.

College check or ACH Payment 
see MAC Rider #5

Hospitality in Artist's Dressing Room:

Please note the following hospitality to be provided upon ARTIST arrival regardless of catering buyout.

- TWENTY (20) chicken, turkey, tuna, and/or veggie wraps/sandwiches.
- TWO (2) 24 COUNT cases of bottled water at room temperature (16.9oz bottles)
- EIGHT (8) bottles Gatorade (Orange Flavor Please) (continued)

- Coffee and Tea for TWELVE (12) people. Please include, cream, sugar, honey & lemon.
- ~~FOUR (4) bottles of quality wine: two white and two red.~~ No Alcohol, see MAC Rider #23
- ~~ONE (1) six pack of imported beer.~~ 
- Assorted soft drinks - Coke, Diet Coke, Sprint
- Assortment of Whole Fresh Fruit (Bananas, Apples, Oranges, Fresh Berries)
- Assorted Fresh Veggie Tray
- Assorted snacks - Energy Bars, chips, nuts, etc.

All plates, napkins, utensils, napkins and cups (hot & cold) as needed.

Wardrobe:

PURCHASER shall supply a hand-held steamer, iron, and ironing board for ARTIST'S wardrobe. If possible, PURCHASER shall also supply personnel to operate steamer and iron, although this is not a requirement.

Technical Information

Sound:

In the event that the PURCHASER / PRESENTER'S facility does not conform to the ARTIST'S minimal technical requirements, as outlined below, additional personnel and/or production may be required and is the sole responsibility of the PURCHASER / PRESENTER. If the facility does not conform to the show's minimum requirements, please notify the Manager immediately.

Please have all sound equipment including the house sound system and accessories (sound boards, microphones, speakers, cables, monitors, etc.) and all backline instruments and amplifiers present and fully operational no later than 5 hours before the scheduled event start time.

ARTIST will arrive approximately 4 hours before show time.

Personnel:

PURCHASER shall provide and pay for the following personnel:

- Front of house engineer with full working knowledge of system.
- Monitor engineer with full working knowledge of monitor system.
- Light Designer with full working knowledge of light system.
- Backline tech with full working knowledge of all backline.
- TWO (2) Spot operators.
- TWO (2) Loaders to be available upon ARTIST arrival and 15 minutes following show. (May double as stage crew and spot ops if need be).

Front of House:

PURCHASER must supply a professional 3 or 4-way sound system capable of producing a 20 Hz to 20 kHz frequency range at 100 db SPL on the back row of the venue. Line array system is preferred. Acceptable brands are JBL, EV, Meyer Sound, or Claire Brothers.

Front fill should be provided along the down stage lip. In venues where there is a balcony, consideration must be given to insure full and even coverage to all balcony seats.

Digital consoles are REQUIRED for both Front of House and Monitors. Preferred digital mixing consoles (FOH & Monitor) are: Midas M32, Yamaha M7CL, PM5D, or Digidesign Venue series. Digital console software should be completely up to date and contain all required equalizers, FX, compressors and gates.

Wireless (RF) Channels:

PURCHASER must provide NINE (9) channels of SHURE Wireless. SIX (6) UR2 series transmitters with STANDARD SM-58 capsules are required, plus one spare.

One (1) clip-on SHURE Wireless with BETA98 microphone for tenor saxophone.

One (1) SHURE GLXD14 Digital Guitar Wireless System (Z2) for the guitarist.

Microphones and systems must be tested and in excellent working condition.

Monitors:

ARTIST does not travel with a monitor engineer, so the monitor console is ultimately the vendor's choice. A digital console (specified above) is required. Monitor world should be stage left where possible.

TEN (10) separate monitor mixes will be required as follows:

Mix 1: Stage Right VOX	Mix 6: PIANO
Mix 2: Right Center VOX	Mix 7: SAX
Mix 3: Center VOX	Mix 8: DRUMS
Mix 4: Left Center VOX	Mix 9: BASS
Mix 5: Stage Left VOX	Mix 10: GUITAR

Clear Com:

Required between all tech positions, including FOH, Monitor, Lighting and spot ops.

Stage:

Minimum stage size must measure at least thirty-two feet (32') wide by twenty-four feet (24') deep, and be at least three feet (3') in height. There needs to be access to the stage from both stage left and stage right.

The stage surface must be smooth, free of holes or protrusions and not have any cloth or fabric covering the surface of the stage. All risers/staging must be finished on the front and sides, using black skirting if necessary.

Risers:

ONE (1) 8' x 8' x 2' riser to be placed on stage as per attached stage plot. Center drum riser should be carpeted and the riser should be skirted on the front and sides. ***Riser line should be 18' from the downstage lip.***

Stools:

FIVE (5) stools for vocalists placed three feet (3') behind their microphone stands. Stools should be standard bar stool height for leaning / sitting.

Backline:

BASS: (Large venue): ONE (1) amp head with a 4x10 cabinet. (Small venue): ONE (1) amp head with a 2x10 or 1x15 cabinet OR combo amp with at least 100 watts. Must be SWR, G-K, Ampeg, Fender, Hartke, or similar.

GUITAR: ONE (1) Fender Twin Reverb amp or similar.

ONE (1) SHURE GLXD14 Digital Guitar Wireless System (Z2)

PIANO: Acoustic Grand is required.

If acoustic grand is not possible an 88 key weighted action Keyboard will do. Must be Yamaha S-90, Yamaha Motif or similar with Volume Pedal and Sustain Pedal. Mounted on a two-tier stand with Nord Lead 5 (see below). Must be discussed with Manager during advancing. (We promise the show is BETTER with an acoustic grand!)

KEYBOARD: ONE (1) Nord Electro 5 keyboard (or similar) placed on top of the piano.

DRUMS:

TAMA Pro Line kit (prefer Starclassic Maple)

20 or 22" bass drum (with tom mount installed)

5 x 14" or 5.5 x 14" snare drum

10" rack tom

12" rack tom

14" or 16" floor tom with legs (not mounted)

Cymbals: SABIAN (Pro Line such as HHX, HH or AAX)

14" hi hats

20, 21 or 22" ride (prefer HH Raw Bell Dry Ride)

16 or 17" Crash

18" Crash

8 or 10" Splash

Hardware: Prefer TAMA

1 drum throne (prefer Tama First Chair or Ergo Rider)

Note: Must have LOCKING seat (doesn't spin)

1 bass drum pedal (prefer Tama Iron Cobra 900)

1 hi-hat stand (prefer Iron Cobra)

1 snare stand

4 cymbal stands

1 tom mount on bass drum

Heads: Prefer EVANS

Toms: G2 clear, G2 coated, EC2 top all acceptable; clear G1 bottoms

Snare: Power Center Reverse Dot or Coated G1 top, Hazy 300 bottom

Bass Drum: EMAD clear batter, EQ3 front

If the above brands are not available, please provide equivalent pro-line models

STANDS:

FIVE (5) straight, round-bottom Microphone Stands (plus 1 spare)

Absolutely no tripods for downstage microphone

ONE (1) Piano Bench

THREE (3) Guitar stands

FIVE (5) Music Stands with Stand lights.

MICS:

SIX (6) handheld wireless microphones (plus one spare).

ONE (1) clip-on Wireless Microphone for tenor saxophone (Plus one spare – wired on stand if necessary).

DI's: TWO (2) DI's. One for Bass Guitar and possibly acoustic guitar.

**If piano is replaced by keyboard will need an additional stereo DI box.*

Note: Artist will travel and perform with either a 3 or 4 or 5 piece band, consisting of Piano, Bass, Drums, Electric Guitar and Saxophone. This band configuration is at the sole discretion of the Artist and will be determined at the time of advancing.

Lighting:

PURCHASER shall provide a lighting designer who will be available from sound check until the conclusion of the event. PURCHASER shall provide a minimum one (1) spotlight and operator; TWO are preferred. PURCHASER shall provide a minimum of 80K of lighting (40 upstage, 40 downstage) with assorted colored gels of reds, blues, ambers and whites. Each color should wash entire performance area.

Lighting system to include:

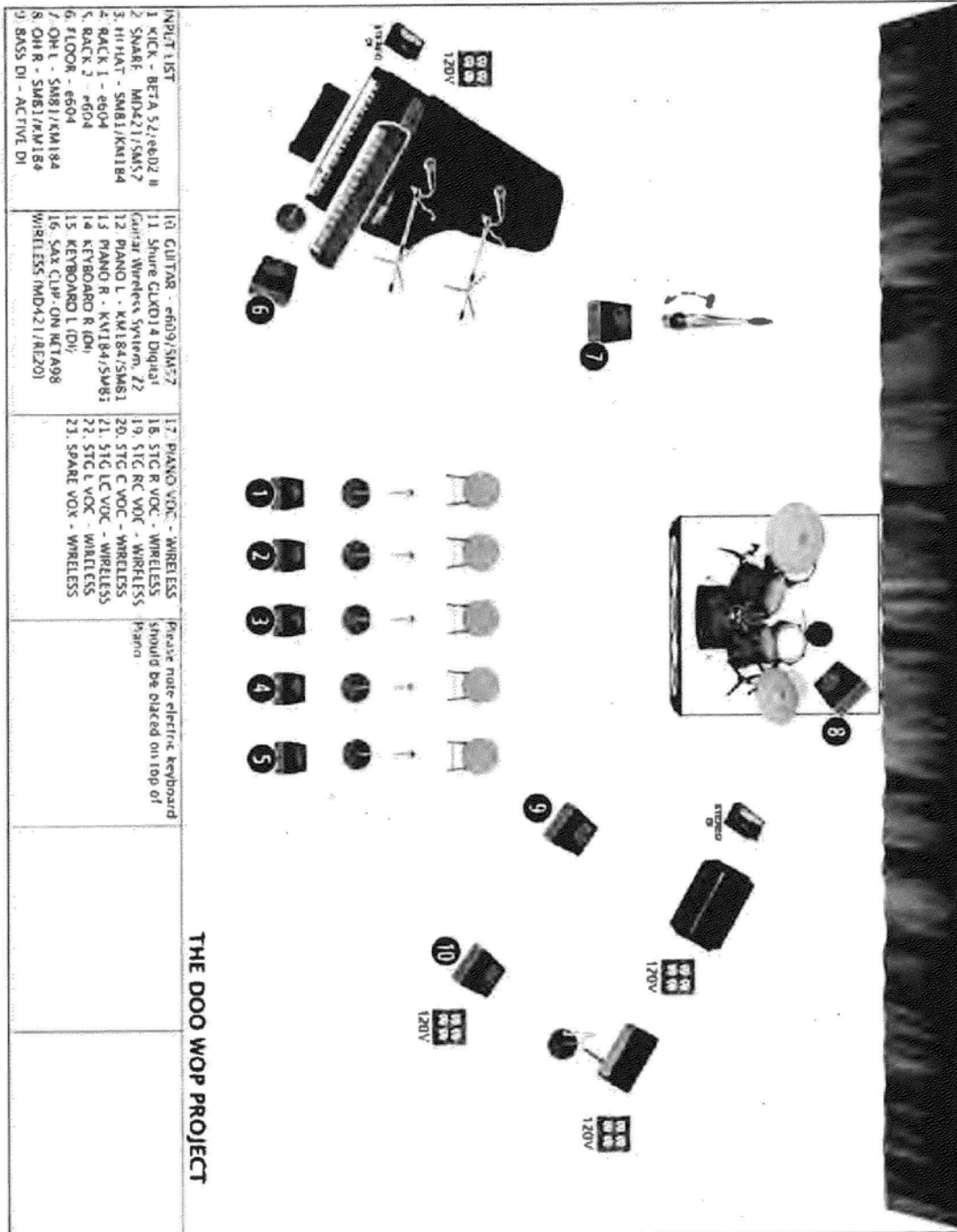
FIVE (5) Source Four (19° or 26°) or equivalent lighting focused as a special on each downstage microphone position.

FIVE (5) Source Four (19° or 26°) to be focused on each musician as per attached stage plot.

SIX (6) par 64 sized LED fixtures to be placed on the floor at the rear of the stage

SIX (6) moving lights

Stage Plot:



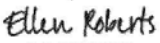
Input List:


1. KICK - BETA 52/e602 II
2. SNARE - MD421/SM57
3. HI HAT - SM81/KM184
4. RACK 1 - e604
5. RACK 2 - e604
6. FLOOR - e604
7. OH L - SM81/KM184
8. OH R - SM81/KM184
9. BASS DI – ACTIVE DI
10. GUITAR - e609/SM57
11. Shure GLXD14 Digital Guitar Wireless System, Z2
12. PIANO L - KM184/SM81
13. PIANO R - KM184/SM81
14. KEYBOARD R (DI)
15. KEYBOARD L (DI)
16. SAX – CLIP-ON BETA98 WIRELESS (MD421/RE20)
17. PIANO VOCAL – WIRELESS
18. STAGE RIGHT VOCAL – WIRELESS
19. STAGE RIGHT CENTER VOCAL – WIRELESS
20. STAGE CENTER VOCAL – WIRELESS
21. STAGE LEFT CENTER VOCAL – WIRELESS
22. STAGE LEFT VOCAL – WIRELESS
23. SPARE VOX – WIRELESS

AGREED AND ACCEPTED BY:

PURCHASER:

AGENT:

DocuSigned by:

4906ACE0BC3E425



NAME: Ellen Roberts, VP Administrative Affairs
DATE: 5/30/2022

NAME: Ryan Conway
DATE: May 16, 2022

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

This Rider, dated Wednesday, April 20, 2022, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and The Doo Wop Project LLC f/s/o The Doo Wop Project (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**

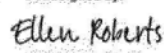
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

May 16, 2022
Date: _____

DocuSigned by:
By: 
43066CE0BC3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

5/30/2022
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, elgesi@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



BICOPRO-01

LCOLON

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/7/2022

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 The Loomis Company P&C Division 850 N Park Road Wyomissing, PA 19610	CONTACT NAME: Lindsay Colon	
	PHONE (A/C, No, Ext): (610) 374-4040 2250	FAX (A/C, No):
INSURED Bicoastal Productions 425 East 63 Street #W3D New York, NY 10065	E-MAIL ADDRESS: lcolon@loomisco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Tokio Marine Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 23850		

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	COMMERCIAL GENERAL LIABILITY			PPK2366188	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRE/RENTED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. EACH ACCIDENT \$
							E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Use of McAninch Arts Center - The Doo Wop Project - October 9, 2022

Additional Insured as respects General Liability Policy: College of DuPage

CERTIFICATE HOLDER**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
College of DuPage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: Re: For Review/Approval - COI & EP Doo Wop Project at the MAC
Date: Tuesday, April 19, 2022 3:55:54 PM

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

From: Junokas, Molly
Sent: Tuesday, April 19, 2022 3:31 PM
To: Gieschen, Philip
Subject: For Review/Approval - COI & EP Doo Wop Project at the MAC

Hi Phil,

When you get a chance, would you please take a look at the attached COI & Endorsement and let me know if they are acceptable as presented? These are for a performance by The Doo Wop Project at the MAC on 10/09/22.

Thank you!

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

JUNE 23, 2022

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

SUBJECT

Approval for MAC Touring Artist Contracts for 2022-2023 Season for total amount not to exceed \$560,000.

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 2022-2023 Season:

- Through the Years with The Kenny Rogers Band (Jacobs Web Design, Inc DBA Kenny Rogers

Band) – 07/15/22

- The Greatest Piano Men (Four of Us Productions, LLC) – 07/22/22
- Magic of Motown (Supreme Talent International) – 07/29/22
- Artrageous (Harmony Artists, Inc/Celebrity Enterprises, LLC) – 07/31/22
- Soweto Gospel Choir: Hope - It's Been A Long Time Coming (IMG Artists, LLC/AKA Pty Ltd)– 09/30/22
- Mariachi Herencia de Mexico with special guest Lupita Infante (IMG Artists, LLC)– 10/02/22
- The Doo Wop Project (BiCoastal Productions LLC/The Doo Wop Project LLC)– 10/09/22
- Giordano Dance 60th Anniversary (Giordano Dance Chicago) – 10/15/22
- Voctave (Opus 3 Artists) – 12/11/22
- Pilobolus (Pilobolus, Inc/IMG Artists, LLC) – 02/05/23
- Jazz at Lincoln Center Presents: Songs We Love (IMG Artists, LLC) – 02/19/23
- Malevo (IMG Artists, LLC) – 02/25/23
- Wings Dublin Irish Dance (CAMI Music, LLC)– 02/26/23
- One (1) 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 2022-2023 Season:

- Salt Creek Ballet Nutcracker (Salt Creek Ballet)– 12/17&18/22
- Chris Botti (WME Entertainment, LLC/Ambient Tours, Inc)– TBD
- Eddie B! Teachers Only (Northstar Artists) – TBD
- Five (5) Contracts 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 \$560,000.

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.

This purchase complies with State Statute, Board Policy and Administrative Procedures. Contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part.

*FY23

MAC Touring: Performing Arts Services: 05-60-11601-5309004-\$560,000.00

**Pending approval of the FY23 Proposed Budget.*

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 \$560,000 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, Cell 630-776-8921

Approved and signed this 23rd day of June, 2022.

Maureen Dunne

CHAIR

Heidi Holan

SECRETARY

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

Check Request BiCoastal Productions Doo Wop Project Deposit

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

Tue, Aug 9, 2022 at 02:12 PM GMT

CC:

BCC:

Good morning,

Please see attached for a MAC Check Request for BiCoastal Productions LLC. This is the deposit payment for artist The Doo Wop Project, who will perform at the MAC on 10/09/22.

Please note, payment should go ACH ASAP.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

BiCoastal Productions 4000.00 Doo Wop Project Artist Fee Deposit 10-09-22.pdf

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: 08/08/22 Vendor ID: 1438848 Vendor Name: BiCoastal Productions, LLC
 Payee Address: 247 West 38th St, Suite 403 New York, NY 10018 Payment Due Date: 08/19/22

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-DOOWOPDEP	05-60-11601-5309004	MAC Touring: Performing Arts Services	4,000.00
Total			\$ 4,000.00

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 The Doo Wop Project 10/09/22 (Deposit)

Other Instructions:

ACH Payment - 08/19/22 Disbursement.

Note for MAC: 460 Artist Fee TR23_DOOWOP

All requests will require the following approvals:

Requester: Molly J unokas Digitally signed by Molly J unokas
Date: 2022.08.08 16:55:56 -05'00' Print Name: Molly J unokas
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.08.08 17:59:34 -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): _____ Print Name: _____

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

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.



WELCOME TO OUR VIRTUAL CONTRACT PLATFORM!

TO REVIEW & SIGN THIS AGREEMENT ONLINE,
PLEASE PROCEED TO THE FOLLOWING PAGES

(Once fully-executed, you will receive a PDF copy via email for your records)

IF YOU WISH TO DOWNLOAD THIS AGREEMENT AS A
'PRINTABLE PDF'

1.) SIMPLY SELECT THE THREE DOTS IN THE UPPER LEFT 

2.) THEN SELECT 'DOWNLOAD'



3.) THE PDF WILL BE SAVED TO YOUR DOWNLOADS
FOLDER. YOU ARE WELCOME TO RETURN IT VIA EMAIL
TO YOUR AGENT OR VIA REGULAR MAIL

IF YOU REQUIRE FURTHER ASSISTANCE, PLEASE CONTACT YOUR
BICOASTAL AGENT AT ANY TIME!

THANK YOU!



DCA Agency #1407953

122 Victoria Bay Court – Palm Beach Gardens, FL 33418 - United States of America
(212) 268-6969 / talent@bicoastalproductions.com / www.bicoastalproductions.com

Engagement Agreement

Agreement made **Saturday, February 19, 2022** by and between the following parties: **College of DuPage** (hereinafter referred to as "Purchaser") and **The Doo Wop Project LLC** (hereinafter referred to as the "Producer") furnishing the services of **The Doo Wop Project** (hereinafter referred to as the "Artist").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST (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 PRESENTER and/or PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

DESCRIPTION OF PRIMARY DETAILS AGREED TO BETWEEN THE PARTIES

KEY CONTACTS:

SIGNATORY: Ellen Roberts, Buyer, VP of Administration
DAY OF SHOW: Diana Martizez, Director McAninch Arts Center / martinezd59@cod.edu -640.942.3007
TECH: Joseph Hopper / Hopper@cod.edu - 630.942.2913
MARKETING: Whitney Rhodes - whitneyr@carolfoxassociates.com Niki Morrison nikim@carolfoxassociates.com
BOOKING AGENT: Amber Hansen - (801) 637-1603 / amber@bicoastalproductions.com
ARTIST ADVANCE: Robert Schneider - (212) 287-5631 / Robert@architecttheatrical.com
Gracie Esmonde - (212) 287-5632 / Gracie@architecttheatrical.com


ENGAGEMENT VENUE:

McAninch Arts Center
425 Fawell Blvd, Glen Ellyn, IL, 60137, United States

DATE & SHOW TIME:

Sunday, October 9, 2022

Performance


7:30 PM 3:00 PM

NUMBER & LENGTH OF PERFORMANCES:

One Performance and option of Live Stream day of show only.

Duration: 1h 30m

INTERMISSION: Yes 15 Minutes

RADIUS CLAUSE:

Artist shall not perform any publicly advertised performance within 35 miles of venue 90 days prior to or 90 days after the performance date.

CONTRACT FEE:

Flat Guarantee of \$ 16,000.00 plus \$ 350.00 (Ground Transportation Buyout)

PAYMENT SCHEDULE:

Deposit	Payable on/before: 8/15/22	\$ 4,000.00
Balance	Payable on/before: on site	\$ 12,350.00
BONUS/BACKEND (If Applicable): Payable with balance Amount TBD		

Deposits Payable to: BiCoastal Productions LLC

Final Payee: The Doo Wop Project LLC

Deposits are non-refundable. Cancellation of event by Purchaser from date of signed contract to eighty-nine (89) days of event, payment equal to 50% of the full Guarantee is due. Cancellation of event by Purchaser within sixty (60) days of event, payment equal to 75% of the full Guarantee is due. Cancellation of event within thirty (30) days of performance, payment in full is due.

PAYMENT METHOD:

DEPOSITS:

If deposits are made via ACH or Wire Transfer, payments shall be made to the following bank account (Written notice that the transfer has been scheduled must be provided to agent within 1 business day):

Account Name: BiCoastal Productions, LLC

Account Number: 238909939

Routing Number: 021000021

Bank Name: JP Morgan Chase Bank

Bank Address: 1411 Broadway, New York, NY 10018


If deposits are made via company check, payments should be mailed to the following address:

BiCoastal Productions LLC

122 Victoria Bay Court

Palm Beach Gardens, FL 33418

United States of America

BALANCE: College, see MAC Rider #5 

~~Certified or Cashiers~~ check hand-delivered to Dominic Nolfi or Sonny Paladino immediately prior to performance (accompanied by a certified box office settlement)

ADDITIONAL PROVISIONS

TRAVEL & ACCOMMODATIONS

Air: Artist to provide airfare

Ground: Purchaser to provide \$350.00 ground transportation buyout.

Hotel: Purchaser to provide 10 single hotel rooms for up to 2 nights

Hospitality & Meals: Purchaser to provide hospitality & meals per rider (or a \$400.00 meal buyout)

PRODUCTION:

Backline: Purchaser to provide backline per rider

Sound & Lights: Purchaser to provide sound and lights per rider

Additional Terms: The exact performer lineup shall be subject to change at any time prior to the scheduled engagement(s) at the sole discretion of Artist. The substitution of any performing member or musician by Artist shall in no way constitute any breach of agreement(s) with Purchaser at any time and it shall also not entitle Purchaser to cancel or postpone the engagement(s) as a result. In the event of member-substitutions, Artist will

provide performer(s) of equal caliber to perform the engagement as stated in this Agreement. As a precaution, Producer recommends that Purchaser display the following disclaimer in all advertising and public relations materials: "Exact member-lineup is subject to change without notice."

MERCHANDISE POLICY:

80/20 split

ARTIST BILLING:

THE DOO WOP PROJECT

MEET & GREET:

N/A

ARTIST COMPS: Purchaser to provide Artist with ten (10) complimentary tickets.
(any unused tickets will be released back to venue prior to performance)

ANNOUNCEMENT & ON-SALE INFORMATION:

ANNOUNCE DATE: TBD

ON-SALE DATE: TBD

TICKET LINK: TBD

Addendum "A" (Additional Terms and Conditions), Artist Rider and any other Producer or Purchaser Addenda referenced herein (if any) are all attached hereto and fully incorporated herein by reference.

This agreement, dated Saturday, February 19, 2022, must be signed by Purchaser and returned to BiCoastal Productions LLC together with any advance deposit (if required), within a 30 (thirty) day period from the date of this agreement in order to be considered valid. Unless prior arrangements for an extension have been made and agreed to in writing, Producer/Artist will not be able to guarantee availability on the event date specified herein, should a signed agreement not be received within the specified period.

THE PARTIES SIGNING BELOW ARE OF PROPER AUTHORITY TO EXECUTE THIS AGREEMENT

ACCEPTED & AGREED TO (Purchaser):

College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
DocuSigned by:

Ellen Roberts
VP of Administration
5/30/2022

ACCEPTED & AGREED TO (Producer):

The Doo Wop Project LLC
c/o BiCoastal Productions LLC
122 Victoria Bay Court
Palm Beach Gardens, FL 33418


Ryan Conway
Manager

ADDENDUM A (Additional Terms and Conditions)

1.) RIDER

Artist's rider will be attached to this agreement. Such Rider shall form a part of this contract as fully set forth above. Said Rider shall supersede any other Rider that Purchaser may or may not attach to contract.

2.) SOUND/LIGHTING/STAGING

In addition to house sound and lighting, Purchaser shall furnish to Artist any additional staging, sound and lighting equipment that the Artist may require, at Purchaser's sole cost.

3.) ADVERTISING

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, posters, house boards and social media. Purchaser may only use Artist's name and pre-approved materials, pictures, photographs, image or other identification of artist (collectively, "Artist's Likeness") in connection with Purchaser's advertising and publicizing of the Engagement. 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 or Producer's Agent. Purchaser may not advertise the performance prior to full contract execution and receipt of deposit payment(s) due without express approval of Producer or Producer's Agent. Advertising of performance without such approval may result in applicable penalties.

4.) TICKET COUNTS

Purchaser agrees to provide Producer, Artist or BiCoastal Productions, LLC with updated ticket counts upon request. Should the Purchaser use a ticketing service with capabilities to provide automated sales reports to the Agent's email address, the Purchaser must enroll the Agent to receive these reports when tickets are listed for sale.

5.) TICKET SCALING

Purchaser will clearly input the specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

6.) OPENING ACTS

Purchaser will not add any additional, co-headlining, or opening acts to this engagement without prior written consent and approval by Producer, Artist, or BiCoastal Productions, LLC.

7.) ADMISSION POLICY

Purchaser agrees that if NO ADMISSION is charged to any part of the audience for the engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that Producer/Artist must receive one hundred percent (100%) of the admission receipts collected.

8.) GROSS POTENTIAL

In the event Producer/Artist is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performances with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer/Agent in writing. The Purchaser agrees to scale the ticket prices for this engagement to guarantee potential as stated on the face page of this contract.

9.) OUTSIDE USE

Purchaser shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Artist's performance hereunder, except with prior written approval from Producer and/or Producer's Agent.

10.) FORCE MAJEURE

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~~

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 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." See MAC Rider #9.

~~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, pandemic, 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. Notwithstanding anything to the contrary contained herein, if Artist has a good faith belief that a public health issue poses any risk to Artist and/or the public, Artist may cancel and/or reschedule the Performance at Artist's sole discretion and regardless of federal, state and local orders and/or regulations. Upon such cancellation, Artist and Purchaser will work in good faith to reschedule the Performance, and any deposit paid by the Purchaser will be refunded if the Performance is not able to be rescheduled within 18 months.

11.) INCLEMENT WEATHER

Notwithstanding anything contained 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.

12.) SEVERABILITY

If any portion of this agreement is in conflict with any applicable Federal or State law in force or hereafter in-acted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact. 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 Purchaser has changed, been misrepresented or been impaired. Producer may cancel the Agreement without payment or penalty of any sort. In the event that Purchaser fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- 1.) Producer in its sole and exclusive discretion, may immediately terminate this Agreement.
- 2.) Producer will have the right to retain any amounts previously paid by PURCHASER.
- 3.) Purchaser will immediately reimburse Producer for any out-of-pocket costs incurred by Producer and/or Artist as a result of Purchaser's breach.
- 4.) Purchaser will remain liable to Producer for the guarantee and any additional compensation due Producer, as set forth in the Agreement.
- 5.) Producer and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13.) INTERPRETATION & DISPUTES

The agreement shall be interpreted in accordance with the laws of the State of New York. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in the City of New York, and State of New York only. The prevailing party in any such action shall be entitled to receive his, hers, or its reasonable attorney's fees and costs.

Illinois, see MAC Rider #11

14.) MODIFICATION OF AGREEMENT

No purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed by both Purchaser and by an authorized representative of Producer or BiCoastal Productions, LLC.

RC

State of Illinois, see MAC Rider #11

15.) AGENT RESPONSIBILITY

It is expressly agreed that BiCoastal Productions, LLC acts herein as the Agent for Producer/Artist and is not responsible for any act of commission or omission on the part of Producer/Artist or Purchaser.

16.) NON-LIABILITY OF AGENT

Purchaser acknowledges that BiCoastal Productions, LLC and all direct and indirect employees and contracts of this company is/are not a party to this Agreement, has made no warranties or representations to Purchaser, and is not legally responsible for the performance or non-performance of the Agreement by the Producer or Artist.

17.) ENTIRE AGREEMENT

This instrument and addendum and the attached rider constitute the entire agreement of the parties with respect to the subject matter addressed herein. There are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties except for those which are expressly contained in this document or the addendum and rider.

18.) HEALTH & SAFETY

Purchaser will adhere to and implement all recommended and necessary safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Producer/Artist and Producer's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices. In addition to Purchaser's other indemnification obligations, Purchaser will indemnify, defend, and hold Company and Artist and Artist's accountants, attorneys, agents, representatives, and their respective contractors, employees, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation. If more than one tour date scheduled to take place before and/or after this engagement is cancelled, then Purchaser and Company will make best efforts to reschedule the performance date in good faith. If Purchaser and Company are unable to mutually reschedule the performance, then Purchaser agrees that Company has the right to cancel the performance without liability. Under such circumstances all deposits will be returned and neither party will have any further obligations to the other party.

19.) DEPOSIT RELEASE

Upon executing this agreement, Purchaser hereby authorizes BiCoastal Productions LLC to release any advance monies paid by Artist (including deposits) to BiCoastal Productions LLC in connection with the agreement to Artist at any time prior to the engagement. Such release of funds shall remain without prejudice to any rights under the agreement pertaining to the above-mentioned engagement. Purchaser agrees and acknowledges that upon release of these funds by BiCoastal Productions LLC pursuant to the terms hereof, Purchaser shall not hold BiCoastal Productions LLC responsible for such funds under any circumstances. Notwithstanding the foregoing, in the event that Artist cancels the engagement due to circumstances unrelated to a breach of the agreement terms by Purchaser, inclement weather, force majeure occurrences, or any circumstances listed in Article 12 of Addendum A, Artist agrees to return to Purchaser any monies released pursuant to the terms hereof. Furthermore, both Purchaser and Artist agree to hold BiCoastal Productions LLC harmless from any and all liability from loss, damage, injury or otherwise arising out of or incident to the release of the monies per the terms of this agreement.

19.) ADDITIONAL TERMS

Additional terms and conditions, if attached, are hereby part of this agreement. Receipt of this agreement does not imply or guarantee performance.



Contact Information:

Management & Advancing:
Robert Schneider (Architect Theatrical)
Robert@architecttheatrical.com
212-287-5631

Gracie Esmonde (Architect Theatrical)
Gracie@architecttheatrical.com
212-287-5632

Ryan Conway (Architect Theatrical)
Ryan@architecttheatrical.com
212-287-5630

Booking Agent:
Jack Forman – BiCoastal Productions
jack@bicoastalproductions.com
732-963-9186

Day of Show Contact:
Sonny Paladino
sonnymusic@gmail.com
631-807-3129

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Venue: Technical Director or Production Manager:

NAME: Joe Hopper PHONE: 630-942-2913
EMAIL: hopper@cod.edu FAX: 630-942-3002

General Information

THE DOO WOP PROJECT travel with FIVE (5) principle singers and FIVE (5) musicians. If there are any changes to the travel party size the Manager will provide the exact number upon advance of this engagement.

Running Time:

THE DOO WOP PROJECT show is a 90-minute (maximum) performance without an intermission. In the event an intermission is required the show will be performed in TWO (2) 45-minute halves. Intermissions are not to exceed TWENTY (20) minutes in length.

Security:


PURCHASER shall guarantee adequate SECURITY to insure the safety of the ARTIST'S instruments and personal property from the beginning of load-in to completion of load-out. During sound check, performance, and after show, PURCHASER will have security backstage. PURCHASER is held responsible for the personal belongings and musical equipment of the ARTIST. Security will be required to be present at any meet & greets and in merchandise area while the ARTIST is present.

Meals / Hospitality:

HOSPITALITY: PURCHASER shall provide refreshments and meals in quantities enough for TEN (10) people. Please discuss with the Manager what times this should be made available.

A HOT, HEALTHY and balanced meal consisting of a MEAT AND VEGETARIAN entrée. Preferred MEAT option would be CHICKEN or LIGHTER-FARE BEEF. Please NO Steak or Heavy Cheese Pasta dishes. Preferred VEGETARIAN option is non-cheese, such as Rice and Steamed Vegetables. TWO (2) vegetable sides, salad and dessert should be provided between sound check and show time for 10 people.


On shows where a catered meal is not possible a meal buyout in the amount of \$400.00 per show day is required. This fee will be pro-rated for multiple shows in one day. That fee will be determined upon advance. Buyout should be paid to the Day of Show contact at sound check in CASH.

College check or ACH Payment 
see MAC Rider #5

Hospitality in Artist's Dressing Room:

Please note the following hospitality to be provided upon ARTIST arrival regardless of catering buyout.

- TWENTY (20) chicken, turkey, tuna, and/or veggie wraps/sandwiches.
- TWO (2) 24 COUNT cases of bottled water at room temperature (16.9oz bottles)
- EIGHT (8) bottles Gatorade (Orange Flavor Please) (continued)

- Coffee and Tea for TWELVE (12) people. Please include, cream, sugar, honey & lemon.
- ~~FOUR (4) bottles of quality wine: two white and two red.~~ No Alcohol, see MAC Rider #23
- ~~ONE (1) six pack of imported beer.~~ 
- Assorted soft drinks - Coke, Diet Coke, Sprint
- Assortment of Whole Fresh Fruit (Bananas, Apples, Oranges, Fresh Berries)
- Assorted Fresh Veggie Tray
- Assorted snacks - Energy Bars, chips, nuts, etc.

All plates, napkins, utensils, napkins and cups (hot & cold) as needed.

Wardrobe:

PURCHASER shall supply a hand-held steamer, iron, and ironing board for ARTIST'S wardrobe. If possible, PURCHASER shall also supply personnel to operate steamer and iron, although this is not a requirement.

Technical Information

Sound:

In the event that the PURCHASER / PRESENTER'S facility does not conform to the ARTIST'S minimal technical requirements, as outlined below, additional personnel and/or production may be required and is the sole responsibility of the PURCHASER / PRESENTER. If the facility does not conform to the show's minimum requirements, please notify the Manager immediately.

Please have all sound equipment including the house sound system and accessories (sound boards, microphones, speakers, cables, monitors, etc.) and all backline instruments and amplifiers present and fully operational no later than 5 hours before the scheduled event start time.

ARTIST will arrive approximately 4 hours before show time.

Personnel:

PURCHASER shall provide and pay for the following personnel:

- Front of house engineer with full working knowledge of system.
- Monitor engineer with full working knowledge of monitor system.
- Light Designer with full working knowledge of light system.
- Backline tech with full working knowledge of all backline.
- TWO (2) Spot operators.
- TWO (2) Loaders to be available upon ARTIST arrival and 15 minutes following show. (May double as stage crew and spot ops if need be).

Front of House:

PURCHASER must supply a professional 3 or 4-way sound system capable of producing a 20 Hz to 20 kHz frequency range at 100 db SPL on the back row of the venue. Line array system is preferred. Acceptable brands are JBL, EV, Meyer Sound, or Claire Brothers.

Front fill should be provided along the down stage lip. In venues where there is a balcony, consideration must be given to insure full and even coverage to all balcony seats.

Digital consoles are REQUIRED for both Front of House and Monitors. Preferred digital mixing consoles (FOH & Monitor) are: Midas M32, Yamaha M7CL, PM5D, or Digidesign Venue series. Digital console software should be completely up to date and contain all required equalizers, FX, compressors and gates.

Wireless (RF) Channels:

PURCHASER must provide NINE (9) channels of SHURE Wireless. SIX (6) UR2 series transmitters with STANDARD SM-58 capsules are required, plus one spare.

One (1) clip-on SHURE Wireless with BETA98 microphone for tenor saxophone.

One (1) SHURE GLXD14 Digital Guitar Wireless System (Z2) for the guitarist.

Microphones and systems must be tested and in excellent working condition.

Monitors:

ARTIST does not travel with a monitor engineer, so the monitor console is ultimately the vendor's choice. A digital console (specified above) is required. Monitor world should be stage left where possible.

TEN (10) separate monitor mixes will be required as follows:

Mix 1: Stage Right VOX	Mix 6: PIANO
Mix 2: Right Center VOX	Mix 7: SAX
Mix 3: Center VOX	Mix 8: DRUMS
Mix 4: Left Center VOX	Mix 9: BASS
Mix 5: Stage Left VOX	Mix 10: GUITAR

Clear Com:

Required between all tech positions, including FOH, Monitor, Lighting and spot ops.

Stage:

Minimum stage size must measure at least thirty-two feet (32') wide by twenty-four feet (24') deep, and be at least three feet (3') in height. There needs to be access to the stage from both stage left and stage right.

The stage surface must be smooth, free of holes or protrusions and not have any cloth or fabric covering the surface of the stage. All risers/staging must be finished on the front and sides, using black skirting if necessary.

Risers:

ONE (1) 8' x 8' x 2' riser to be placed on stage as per attached stage plot. Center drum riser should be carpeted and the riser should be skirted on the front and sides. ***Riser line should be 18' from the downstage lip.***

Stools:

FIVE (5) stools for vocalists placed three feet (3') behind their microphone stands. Stools should be standard bar stool height for leaning / sitting.

Backline:

BASS: (Large venue): ONE (1) amp head with a 4x10 cabinet. (Small venue): ONE (1) amp head with a 2x10 or 1x15 cabinet OR combo amp with at least 100 watts. Must be SWR, G-K, Ampeg, Fender, Hartke, or similar.

GUITAR: ONE (1) Fender Twin Reverb amp or similar.

ONE (1) SHURE GLXD14 Digital Guitar Wireless System (Z2)

PIANO: Acoustic Grand is required.

If acoustic grand is not possible an 88 key weighted action Keyboard will do. Must be Yamaha S-90, Yamaha Motif or similar with Volume Pedal and Sustain Pedal. Mounted on a two-tier stand with Nord Lead 5 (see below). Must be discussed with Manager during advancing. (We promise the show is BETTER with an acoustic grand!)

KEYBOARD: ONE (1) Nord Electro 5 keyboard (or similar) placed on top of the piano.

DRUMS:

TAMA Pro Line kit (prefer Starclassic Maple)

20 or 22" bass drum (with tom mount installed)

5 x 14" or 5.5 x 14" snare drum

10" rack tom

12" rack tom

14" or 16" floor tom with legs (not mounted)

Cymbals: SABIAN (Pro Line such as HHX, HH or AAX)

14" hi hats

20, 21 or 22" ride (prefer HH Raw Bell Dry Ride)

16 or 17" Crash

18" Crash

8 or 10" Splash

Hardware: Prefer TAMA

1 drum throne (prefer Tama First Chair or Ergo Rider)

Note: Must have LOCKING seat (doesn't spin)

1 bass drum pedal (prefer Tama Iron Cobra 900)

1 hi-hat stand (prefer Iron Cobra)

1 snare stand

4 cymbal stands

1 tom mount on bass drum

Heads: Prefer EVANS

Toms: G2 clear, G2 coated, EC2 top all acceptable; clear G1 bottoms

Snare: Power Center Reverse Dot or Coated G1 top, Hazy 300 bottom

Bass Drum: EMAD clear batter, EQ3 front

If the above brands are not available, please provide equivalent pro-line models

STANDS:

FIVE (5) straight, round-bottom Microphone Stands (plus 1 spare)

Absolutely no tripods for downstage microphone

ONE (1) Piano Bench

THREE (3) Guitar stands

FIVE (5) Music Stands with Stand lights.

MICS:

SIX (6) handheld wireless microphones (plus one spare).

ONE (1) clip-on Wireless Microphone for tenor saxophone (Plus one spare – wired on stand if necessary).

DI's: TWO (2) DI's. One for Bass Guitar and possibly acoustic guitar.

**If piano is replaced by keyboard will need an additional stereo DI box.*

Note: Artist will travel and perform with either a 3 or 4 or 5 piece band, consisting of Piano, Bass, Drums, Electric Guitar and Saxophone. This band configuration is at the sole discretion of the Artist and will be determined at the time of advancing.

Lighting:

PURCHASER shall provide a lighting designer who will be available from sound check until the conclusion of the event. PURCHASER shall provide a minimum one (1) spotlight and operator; TWO are preferred. PURCHASER shall provide a minimum of 80K of lighting (40 upstage, 40 downstage) with assorted colored gels of reds, blues, ambers and whites. Each color should wash entire performance area.

Lighting system to include:

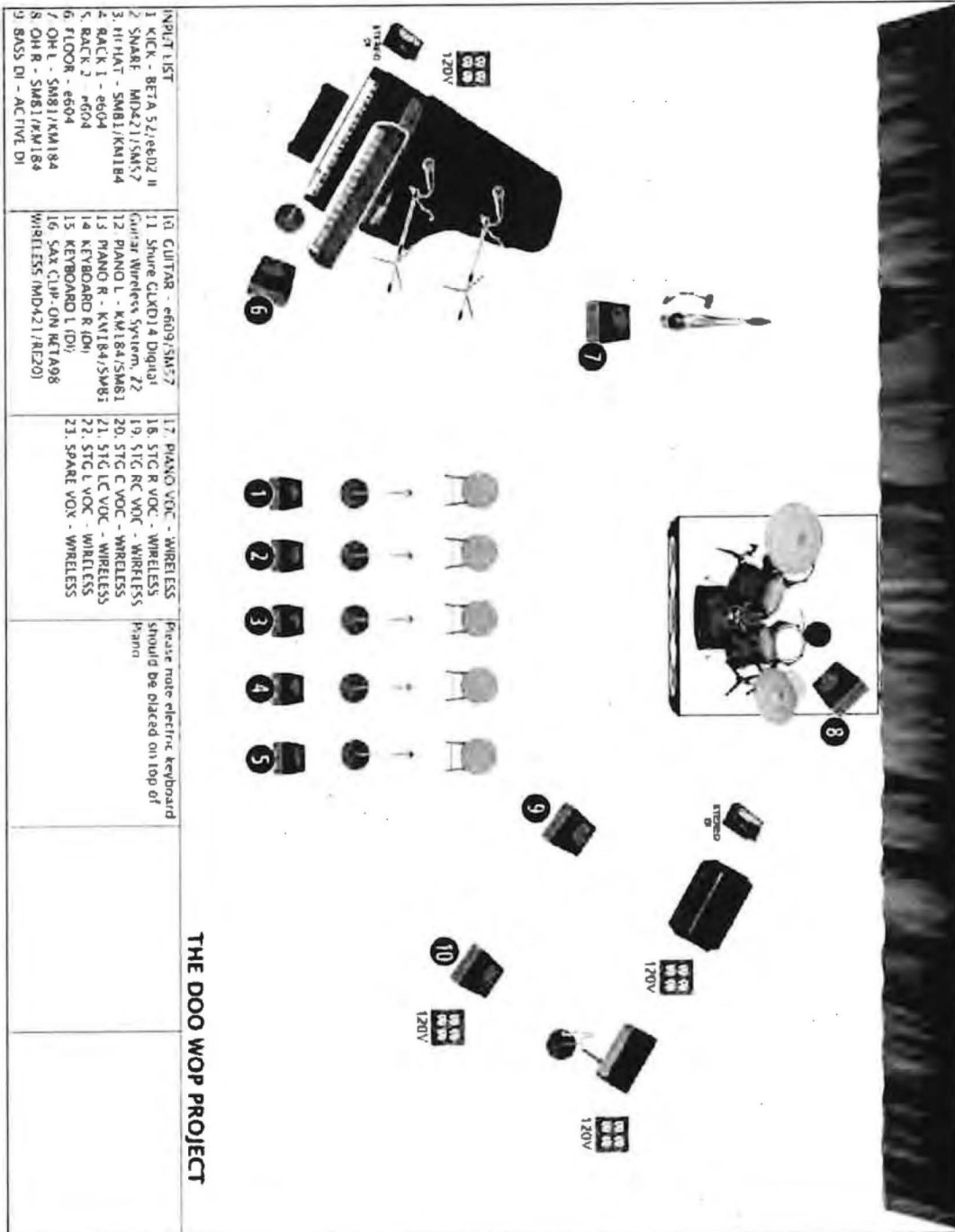
FIVE (5) Source Four (19° or 26°) or equivalent lighting focused as a special on each downstage microphone position.

FIVE (5) Source Four (19° or 26°) to be focused on each musician as per attached stage plot.

SIX (6) par 64 sized LED fixtures to be placed on the floor at the rear of the stage

SIX (6) moving lights

Stage Plot:



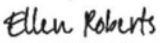
Input List:

1. KICK - BETA 52/e602 II
2. SNARE - MD421/SM57
3. HI HAT - SM81/KM184
4. RACK 1 - e604
5. RACK 2 - e604
6. FLOOR - e604
7. OH L - SM81/KM184
8. OH R - SM81/KM184
9. BASS DI – ACTIVE DI
10. GUITAR - e609/SM57
11. Shure GLXD14 Digital Guitar Wireless System, Z2
12. PIANO L - KM184/SM81
13. PIANO R - KM184/SM81
14. KEYBOARD R (DI)
15. KEYBOARD L (DI)
16. SAX – CLIP-ON BETA98 WIRELESS (MD421/RE20)
17. PIANO VOCAL – WIRELESS
18. STAGE RIGHT VOCAL – WIRELESS
19. STAGE RIGHT CENTER VOCAL – WIRELESS
20. STAGE CENTER VOCAL – WIRELESS
21. STAGE LEFT CENTER VOCAL – WIRELESS
22. STAGE LEFT VOCAL – WIRELESS
23. SPARE VOX – WIRELESS

AGREED AND ACCEPTED BY:

PURCHASER:

AGENT:

DocuSigned by:

4906ACF0BC3E425



NAME: Ellen Roberts, VP Administrative Affairs
DATE: 5/30/2022

NAME: Ryan Conway
DATE: May 16, 2022

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

This Rider, dated Wednesday, April 20, 2022, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and The Doo Wop Project LLC f/s/o The Doo Wop Project (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: _____

Ryan Conway

Artist
or Artist Representative

Date: _____

May 16, 2022
Date: _____

By: _____

DocuSigned by:
Ellen Roberts
49066CE0BC3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

5/30/2022
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



BICOPRO-01

LCOLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2022

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 The Loomis Company P&C Division 850 N Park Road Wyomissing, PA 19610	CONTACT NAME: Lindsay Colon	
	PHONE (A/C, No, Ext): (610) 374-4040 2250	FAX (A/C, No):
INSURED Bicoastal Productions 425 East 63 Street #W3D New York, NY 10065	E-MAIL ADDRESS: lcolon@loomisco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Tokio Marine Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PPK2366188	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.I. EACH ACCIDENT \$
							E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$

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

Use of McAninch Arts Center - The Doo Wop Project - October 9, 2022

Additional Insured as respects General Liability Policy: College of DuPage

CERTIFICATE HOLDER College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137	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
---	--

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
College of DuPage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: Re: For Review/Approval - COI & EP Doo Wop Project at the MAC
Date: Tuesday, April 19, 2022 3:55:54 PM

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

From: Junokas, Molly
Sent: Tuesday, April 19, 2022 3:31 PM
To: Gieschen, Philip
Subject: For Review/Approval - COI & EP Doo Wop Project at the MAC

Hi Phil,

When you get a chance, would you please take a look at the attached COI & Endorsement and let me know if they are acceptable as presented? These are for a performance by The Doo Wop Project at the MAC on 10/09/22.

Thank you!

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

JUNE 23, 2022

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

SUBJECT

Approval for MAC Touring Artist Contracts for 2022-2023 Season for total amount not to exceed \$560,000.

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 2022-2023 Season:

- Through the Years with The Kenny Rogers Band (Jacobs Web Design, Inc DBA Kenny Rogers

Band) – 07/15/22

- The Greatest Piano Men (Four of Us Productions, LLC) – 07/22/22
- Magic of Motown (Supreme Talent International) – 07/29/22
- Artrageous (Harmony Artists, Inc/Celebrity Enterprises, LLC) – 07/31/22
- Soweto Gospel Choir: Hope - It's Been A Long Time Coming (IMG Artists, LLC/AKA Pty Ltd)– 09/30/22
- Mariachi Herencia de Mexico with special guest Lupita Infante (IMG Artists, LLC)– 10/02/22
- The Doo Wop Project (BiCoastal Productions LLC/The Doo Wop Project LLC)– 10/09/22
- Giordano Dance 60th Anniversary (Giordano Dance Chicago) – 10/15/22
- Voctave (Opus 3 Artists) – 12/11/22
- Pilobolus (Pilobolus, Inc/IMG Artists, LLC) – 02/05/23
- Jazz at Lincoln Center Presents: Songs We Love (IMG Artists, LLC) – 02/19/23
- Malevo (IMG Artists, LLC) – 02/25/23
- Wings Dublin Irish Dance (CAMI Music, LLC)– 02/26/23
- One (1) 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 2022-2023 Season:

- Salt Creek Ballet Nutcracker (Salt Creek Ballet)– 12/17&18/22
- Chris Botti (WME Entertainment, LLC/Ambient Tours, Inc)– TBD
- Eddie B! Teachers Only (Northstar Artists) – TBD
- Five (5) Contracts 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 \$560,000.

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.

This purchase complies with State Statute, Board Policy and Administrative Procedures. Contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part.

*FY23

MAC Touring: Performing Arts Services: 05-60-11601-5309004-\$560,000.00

**Pending approval of the FY23 Proposed Budget.*

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 \$560,000 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, Cell 630-776-8921

Approved and signed this 23rd day of June, 2022.

Maureen Dunne

CHAIR

Heidi Holan

SECRETARY

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

Check Request BiCoastal Productions Doo Wop Project Deposit

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

Tue, Aug 9, 2022 at 02:12 PM GMT

CC:

BCC:

Good morning,

Please see attached for a MAC Check Request for BiCoastal Productions LLC. This is the deposit payment for artist The Doo Wop Project, who will perform at the MAC on 10/09/22.

Please note, payment should go ACH ASAP.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

BiCoastal Productions 4000.00 Doo Wop Project Artist Fee Deposit 10-09-22.pdf