

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1086528
Vendor Name: IMG Artists, LLC
Invoice Number: TR23-SOWETODEP
Invoice Date: 8/19/2022
PO Number:
Check Number: E0091117
Check Amount: \$ 8,000.00
Check Date: 08/24/2022
Voucher Number: V0750283
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: 08/19/22 Vendor ID: 1086528 Vendor Name: IMG Artists, LLC
 Payee Address: 7 West 54th St New York, NY 10019 Payment Due Date: ASAP

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-SOWETODEP	05-60-11601-5309004	MAC Touring: Performing Arts Services	8,000.00
Total			\$ 8,000.00

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Artist Fee Soweto Gospel Choir 09/30/22 (Deposit)

Other Instructions:

Deposit for performance on 09/30/22. Performance Contract, COI/Endorsement, Board Approval attached.

Note for MAC: TR23_SOWETO 460 Artist Fee

All requests will require the following approvals:

Requester: Molly J unokas Digitally signed by Molly J unokas
Date: 2022.08.19 17:09:57 -05'00' Print Name: Molly J unokas
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.08.19 17:26:26 -05'00' Print Name: Ellen McGowan

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

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

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

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

Area Administrator (only required if request is \$5,000 and over): Martinez, Diana Digitally signed by Martinez, Diana
Date: 2022.08.22 12:10:00 -05'00' Print Name: Diana Martinez

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

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

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

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.


IMG Artists

ENGAGEMENT AGREEMENT

Agreement

This agreement, made on Tues 25 Jan 2022 by and between **McAninch Arts Center, College of DuPage**, 425 Fawell Blvd., Glen Ellyn, IL 60137, United States (hereinafter referred to as "Presenter") and Andrew Kay & Associates Pty Ltd FSO **Soweto Gospel Choir**, 52 Stephenson Street, Cremorne 3121, Australia (hereinafter referred to as "Artist"), hereby serves to bind both parties to the following terms of engagement as stated:

Performance Details

Friday, Sept 30, 2022	TBD Evening 7:30pm	Belushi Performance Hall	Performance
Friday, Sept 30, 2022	TBD	Belushi Performance Hall	Residency Activity

Program

HOPE: It's Been a Long Time Coming

Fee and Expenses

Fee: \$20,000.00 (Twenty Thousand USD) performance fee plus 18 (Eighteen) hotel rooms for 1 (one) night.

Other Special Terms

- Fee is special and confidential
- Artist's rider attached is an integral part of this agreement
- One optional livestream day of performance only, not available for download. Total tickets for performance and livestream not to exceed 800. Prices for livestream to be agreed upon in advance by Artist.
- Presenter agrees to provide 18 hotel rooms for 1 night
- Artist agrees to an exclusivity clause within 35-mile radius 90 days prior to or after confirmed show date
- Artist agrees to one pre- or post-show discussion or Q&A to be mutually agreed upon

Payment Terms

Payment will be made without any deduction or offset whatsoever and net of any and all taxes, fees, duties, withholdings, border entry and customs fees imposed by any and all foreign or domestic federal, state or local authorities or any subdivisions thereof. The Presenter shall pay the Fee as follows:

- US \$8,000.00 (Eight Thousand US Dollars)** 40% of fee is due 60 days before the performance (on or before Jul 30, 2022) in the form a certified check payable and mailed to IMG Artists, 7 West 54th Street, New York, NY 10019 Attn: Lydia Modlin. (Please insert the name of the Artist – Soweto Gospel Choir - in the memo field of the check.)
- US \$12,000.00 (Twelve Thousand US Dollars)** 60% of fee due in the form of a certified check payable to IMG Artists and to be hand delivered to Artist's representative no later than 2:00 PM on day of first performance. (Please insert the name of the Artist – Soweto Gospel Choir - in the memo field of the check.)



IMG Artists

ENGAGEMENT AGREEMENT

This Agreement is hereby duly signed and governed by the Terms and Conditions overleaf, which are expressly incorporated. Any attached schedules or riders form an integral part of this agreement.

DocuSigned by:

Ellen Roberts

McAninch Arts Center
College of DuPage

Date: 8/19/2022

Dean Shultz
SVP, Artist Manager, IMG Artists
For Soweto Gospel Choir

Date: 8/5/22



IMG Artists

TERMS AND CONDITIONS

1. IMG Artists is Artist's authorized agent for all purposes hereunder. Presenter agrees to pay the total due by check(s) which is made payable according to page one of this contract.
2. If Artist is unable to perform the Engagement for any reason beyond the control of the Artist, including without limitation, illness of Artist or death or life threatening illness of an immediate family member of Artist, accident, or any incapacity, fires, labor disputes, public emergency or calamity, epidemic, pandemic, viral, bacterial, or other communicable disease transmission, or other public health-related concerns, disruption of air traffic, act of terrorism, or Act of God ("force majeure"), this agreement shall terminate with respect to the Engagement and neither party shall be liable to the other for any damage arising from the Artist's inability to perform. If, for any such reason, Artist is able to perform only a portion of the Engagement, then the Engagement Fee shall be reduced on a pro-rata basis. Cancellation or rescheduling of the Engagement by Presenter due to Presenter's fiscal insolvency, poor ticket sales or scheduling problems, or for any other reason, shall not be deemed a force majeure event giving rise to termination without liability on the part of Presenter.
3. Presenter agrees to provide the Engagement Site and rehearsal area, including stage and dressing room, furniture, stage lighting, sound equipment and other items, each as reasonably requested by Artist and each in a clean, comfortable and safe condition, professional personnel to operate all such equipment, all necessary house staff (back and front of house) and a page turner (if requested by Artist), each at Presenter's expense. Presenter further agrees to honor Artist's specific needs as detailed in any riders attached hereto.
4. Presenter will be solely responsible for payment of all royalties or license fees required in connection with performance of works on Artist's program.
5. Presenter agrees that the Engagement (and any rehearsals) will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced or extended beyond the Engagement site without the prior written consent of Artist, through IMG Artists.
6. Artist, through IMG Artists, agrees to furnish Presenter with reasonable quantities of available publicity materials solely for use in promoting and publicizing the Engagement. Presenter acknowledges that IMG Artists is unable to provide Presenter with program notes. Upon request, Presenter agrees that any promotional materials produced by Presenter in connection with the Engagement in which the Artist's name or likeness is included is subject to Artist's prior approval, through IMG Artists.
7. Presenter agrees that it will produce the program for the Engagement at its own expense. If requested, Presenter agrees to supply Artist, through IMG Artists, with all pages of the program on which Artist's name or likeness appears and such pages are subject to Artist's approval, through IMG Artists. Presenter agrees to include text and/or inserts as provided by Artist (through IMG Artists) in each program and program credits as follows:
 - (i) **Soweto Gospel Choir** appears by arrangement with IMG Artists, LLC, 7 West 54th Street, New York, NY 10019. 212-994-3500
8. Presenter agrees to submit ticket sales figures for the performance to Pollstar within 1 week of the performance. Pollstar is a service that tracks ticket sales data as a service to touring artists. Ticket sales may be reported conveniently online at: <http://www.pollstarpro.com/report/> or by fax using the attached "Box office report form." The Pollstar fax number is: (559) 271-7979. For any questions about this service, you may contact Box Office Editor, **Chad Ivie at 1-800-344-7383 or chad@pollstar.com**. Additionally, Presenter to provide regular ticket sales reports to IMG Artists when requested and on a weekly basis beginning eight weeks prior to the performance. Presenter to provide a final ticket sales report to IMG Artists no later than three (3) days following the performance.
9. Presenter to provide Artist with a total of ~~twelve (12)~~ ^{ten (10), see MAC Rider #17} complimentary tickets in prime locations.
10. The nature and scope of all residency activities must be approved by the artist in advance of arrival. The Artist, in sole discretion shall determine which of its personnel shall participate in each residency activity.
11. Notwithstanding anything to the contrary contained herein, if Presenter incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorneys' fees) relating to the non-appearance by Artist for reasons other than those enumerated in Paragraph #2 in connection with the Engagement, Artist's liability to Presenter shall not exceed 10% of Artist's fee hereunder (excluding Artist's expenses payable by Presenter hereunder).
12. Artist shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist, its officers, agents, or employees. Presenter shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees,



IMG Artists

TERMS AND CONDITIONS

or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees.

13. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts thereof. In the event a dispute arises under this ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect. All such arbitration shall take place at the office of the American Arbitration Association located in New York, New York. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The arbitration provisions of the ENGAGEMENT AGREEMENT shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by an arbitrator. Each of the parties hereby consents to the jurisdiction of New York courts for such purpose. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
14. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
15. This ENGAGEMENT AGREEMENT cannot be assigned or transferred without written consent of Artist, through IMG Artists.
16. Presenter agrees not to modify by hand the face of this ENGAGEMENT AGREEMENT, including the terms and conditions and any riders hereto, without IMG Artists' prior approval. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.

DocuSigned by:

Ellen Roberts

49086CF08C3F425

McAninch Arts Center
College of DuPage

Date: 8/19/2022

Jean Shultz
SVP, Artist Manager, IMG Artists
For Soweto Gospel Choir

Date: 8/5/22

Soweto Gospel Choir – USA Tour 2022 Technical Rider (updated December 2021)

This rider is subject to change

The following information is a general description of the terms and conditions for concerts by Soweto Gospel Choir. The Production Manager will be in contact to discuss the specific requirements to your venue. This Technical Rider and the attached stage diagrams and light plot are an integral part of this contract. A signed copy of this rider must be returned with the contract. The Presenter and resident Technical Director must sign, acknowledging these requirements will be met. Any changes or deviation in these technical requirements must be approved in writing by an authorised Company representative.

Agent & Producer's Contact Details

Initial Tour Coordination :



IMG Artists

Dean Shultz
IMG Artists
dshultz@imgartists.com
Tel: +1-212-994-3533

Producer:



Andrew Kay & Associates Pty Ltd
52 Stephenson Street
Cremorne 3121 Australia
Phone: + 61 3 9820 5477

For tour coordination matters and
merchandise please contact:

Toni Rudov
toni@akaaustralia.com.au
Tel: +61421391639

For Marketing / Publicity please contact:

Toni Rudov
toni@akaaustralia.com.au
Tel: +61421391639

For more marketing material visit the Presenters Resource section of the website at:
<http://www.sowetogospelchoir.com/presenters/>
Password: davidm

Tour Company Manager:

Toni Rudov
toni@akaaustralia.com.au
Tel: +61421391639

Production Manager:

Zach Ciaburri
zachciaburri@gmail.com
Tel: +1 520-245-3044

Soweto Gospel Choir – USA Tour 2022 Technical Rider (updated December 2021)

TOURING PARTY

ARTISTS

The Touring Party consists of 24 x Singers – which includes:

- 2 x Djembe players
- 4 x Dancers
- 1 x Choir master
- 1 x Musical Director/keyboard player

ADMINISTRATION & CREW

- 1 x Associate Producer/Tour Manager
 - 1 x Production Manager/ Lighting Director/ Video Tech
 - 1 x Stage Manager/Head Carpenter
 - 1 x Sound Engineer
 - 1 x Bus Driver
- Total Touring Party = 29

Final Touring Party and Crew to be advised during production advance.

Soweto Gospel Choir – USA Tour 2022
Technical Rider
(updated December 2021)

CONCERT INFORMATION

The performance is approximately 110 minutes including a 15 to 20 minute interval. Act One is approximately 40 minutes and Act Two approximately 50 min. or 1 continuous act with a running time of approximately 80 minutes with no interval, this can be decided between the contracting partners. Doors should open on approval from the touring Production Manager/Stage Manager, 30 minutes prior to the advertised starting time.

The Choir will arrive at the Venue, approximately 3 hours prior to the Concert to Sound Check. Specific Schedules will be sent closer to the performance date.

Latecomers are **not** to be permitted to enter the auditorium until the first musical piece is over and thereafter only on applause. Disturbance to the other audience members is to be kept to a minimum.

LABOUR SCHEDULE

Venue will provide all necessary technical staff required for the presentation including provision for all get-in and get-out, and the washing, drying and pressing/steaming of costumes.

Crew numbers and schedule will be confirmed during production advance.

The minimum labour call for the concert is as follows:

No. of Load-in Crew: 2 Stage hands (will be required to operate fly system) / 2 Lighting Crew (focus) / 1 A/V tech / 1 Sound Crew/ 1 Experienced Wardrobe Person
Please ensure crew have had an appropriate break before touring personnel arrive.

The following time is based on an 8PM performance.

1pm – Load-in:	Bus or vehicle unload, staging, lx & sound	(15 minutes)
	Hang banners, masking and set risers	
	Lighting until focus complete	(approx 5hrs)
	Sound set up	(approx 5hrs)
	Video focus	(approx. 2hrs)
2pm-	Experienced Wardrobe Person	(approx 4hrs)

Show Crew:

- 1 x Venue Tech or Venue Lighting Tech
- 1x Venue Audio
- 1 x stage hand
- 2 x Follow Spot Operator
- 1 x fly

Load-out: Show crew load-out immediately after the concert. Show crew are required to assist with the truck/van load where necessary. Soweto Gospel Choir items to be prioritized.

All other positions filled by touring personnel. Please advise on local crew regulations regarding overtime, breaks, union rules etc.

Final load-in crew number to be confirmed after finalised version of load-in schedule.

Soweto Gospel Choir – USA Tour 2022
Technical Rider
(updated December 2021)

LIGHTING

Lighting must be pre-hung, patched and colored ready for use prior to the arrival of the Touring Crew. We request a pre-focus to be complete upon arrival. Details below.

Upon arrival the Soweto Gospel Choir LD will work with local crew to focus specials; this is expected to take 2-3 hours pending venue operations.

Lighting Operating position should be in the auditorium immediately next to the audio console where possible.

This production requires the use of at least one follow spot operator, but we prefer 2. The spotlight position should be optimal for coverage of the stage without being too flat of an angle. We want to avoid spotlight interfering with projection on scrim panels.

Lighting Director prefers EOS family consoles. Lighting Board with minimum 24 Submasters is required, with Flash and Solo in all of Submasters.

There must be control of all house lights and stage lights available to Soweto Gospel Choir team. If house lights are required to stay on during the performance advance notification is necessary.

Systems Needed

Overhead Stage Wash	Saturated - Blue, Red, Amber, Magenta (minimum)	Top/Back	Necessary to have three separate controls; DS Dance Area, Midstage riser/platform area, US of scrim panels
Box Boom Color Wash	Blue & Amber	Box, Cove, Front are options in preferred order	Necessary to have separate color control
Front Wash	House rep front light, prefer N/C or CTO over pinkish hues	Front, not too flat	Please keep in mind the projection and scrim when allocating front light positions as to not wash out the images.
Keys special	Front Wash color	Front/Top	Steeper than normal front but not top light
Djembe special	Front wash color	Front/Top	Steeper than normal front but not top light
DS Center Special - tight	Front wash color	Front/Top	Approx 4' wide
DS Center Special - wide	Front wash color	Front/Top	Approx 10' wide
3 US Scrim Specials	Front wash color	Front/Top	Will identify units in advance, focus upon arrival
2 Riser Specials	Front wash color	Front/Top	Focus upon arrival
**Side light	A few stock colors	Side	**This is not required but the show looks great with some side light, whether it is high side, booms or low kickers.

Any variations to the lighting plan must be approved by the Touring Production Manager in advance of load in. The lighting plot attached is for the best case scenario. We are able to run the lighting to suit the venue stock if necessary and this will need prior discussion with the touring LD.

Soweto Gospel Choir – USA Tour 2022
Technical Rider
(updated December 2021)

AUDIO

PA SYSTEM, OVERVIEW

A high quality sound system is to be provided and paid for by the presenter/venue.

The speaker system should be one of the following brands: L'Acoustics, d&b, Meyer, Martin Audio, Nexa. Systems of equivalent quality may be offered by prior arrangement with the Production Manager. The PA must be in full working order and capable of providing clear, undistorted sound and even coverage throughout the entire auditorium.

If the venue PA is not of sufficient quality, we expect the presenter/venue to arrange and pay for supplementary rentals. The PA, including any supplementary equipment, must be fully installed and tested prior to the arrival of the touring company.

The main speakers should ideally be flown. The PA must include the necessary front fill, in fill down fill and delays, etc. to achieve full coverage of the entire audience area. The PA must be installed and aligned in such a way that the sound appears to be emanating from the performers onstage.

The venue sound technician should be fully conversant - with and have unfettered access to - all PA drive parameters. The technician should be thoroughly knowledgeable about the console being provided.

In highly reverberant venues, concert halls, and venues without a proscenium arch, the presenter/venue must install any standard acoustic controls such as acoustic banners or drape kits. These must be in place prior to the arrival of the touring company.

The audio control position must be at the centre rear of the auditorium, not in a control room.

SPECIFICS

All equipment below is to be provided and paid for by the presenter. All necessary accessories, power, cabling, etc. to ensure a working system is a requirement.

Our preference is to use a digital console, and also a digital multicore. Please see below.
Analogue requirements provided as a guide.

Console:

24 x mono channels and 4 stereo channels 4 way parametric EQ
Variable Hi pass on all mono channels
8 x Auxiliary sends switchable Pre & Post on all channels
8 x Sub groups & L, R, C
8 x VCA groups

FX:

2 x digital reverb (T.C. M5000, T.C. M1, Lexicon)
1 x multi-effect processor (Eventide, Yamaha SPX 990, TC M2000)

Dynamics:

2 x Channels of DPR 901 dynamic EQ or XTA D2
3 x Channels Tube Compression
13 x Channels of Compression (BSS)
2 x Channels of Gates (Drawmer, BSS)

Inserts:

2 x 31 band EQ + BSS DPR 901 over 2 subgroups (3&4) of main choir group
2 x 31 band EQ over two sub groups (1&2) for down stage choir group.
5 x 31 band EQ for on stage wedge monitor mixes (BSS, KT preferred)

Where digital consoles are provided outboard gear is not needed if the on board processing meets the requirements as specified above.

Digital consoles in order of preference:

Digico SDB or SD9, Avid Venue Profile or SC4B (With Waves Plugins), M7CL, Soundcraft Vi4 or Vi6, Roland M480, Midas Pro6 or Pro2, Yamaha PM5D-RH.

EQ + Drive:

EQ and drive for system must be provided and available at FOH mix position.

Soweto Gospel Choir – USA Tour 2022
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Radio Microphones:

- 6 x Shure UR Beta 58A wireless handheld systems
- 3 x Shure UR1 body pack fitted with
 - DPA 4065 Headset (black)
 - or DPA 4066 Headset (black)
 - or DPA 4088 Headset (black)
 - or DPA d:Finè Headset (black)(Suitable pouch to be supplied)
- 2 x Compatible Active Antennas and appropriate antenna splitter.
- 1 x Spare Shure UR system is requested as back-up

Wired microphones:

- 2 x Shure Beta 98AMP (For Djembe)
- 2 x SM-57
- 2 x Pencil Condenser
- 1 x SM-58s for talk back

10x Neumann KM84 or equivalent***

***We know these are expensive microphones. We will accept substitutions *upon prior approval* but please be aware that this is the main amplification for the choir's voice. Any substitutions may negatively impact the quality of the show.

DI Boxes:

- 2 x Radial Active DI Box – Keys L & R

Microphone stands:

- 8 x K&M Upright round base all with high density foam base surround
- 5 x K&M Tall telescopic boom
- 6 x K&M Short / Medium telescopic boom
- 2 x K&M mic stands for radio antennae

Monitors:

- 4 x Low profile 12" wedge monitors located on the floor
- 2 x Low profile 12" wedge monitors mounted on poles
- 1 x rump shaker for keyboard player

Preferred styles are L'Acoustics X12, d&b Max12 or similar

Cabling and reticulation:

- 24 x mic channels and 8 x monitor returns – all patchable from a single position on side stage to FOH mix position.
- 1 x 12 way 20 - 30m cross stage multicore, for band - & choir mics
- 1 x 12 way 20 - 30m cross stage multicore for front choir
- All required mic, speaker and power cabling to be supplied by the Presenter.
- Discrete ethernet cable or patch points - capable of reaching from side stage to FOH position

Back Line:

Soweto Gospel Choir provides all Djembes, Drums and percussion equipment.

Keyboard to be provided and paid for by presenter/venue

Preferred keyboard is a Yamaha MODX8. Alternatively, motif XF or motif XS can be substituted. The touring company carries pre-configured show files for these models of keyboards.

Please also provide & pay for single tier keyboard stand, sustain pedal & adjustable tall piano stool.

Communication system:

House Paging system to Dressing Rooms should be in working order. House system should be able to send show program and stage manager calls to each dressing room, common areas and the Production Office.

Communication Headsets between FOH and backstage on single ring.

- | | |
|------------------|--------------------------|
| 1 x Base Station | Prompt Corner |
| 1 x Sub Station | Opposite prompt corner |
| 1 x Sub Station | LX Board Op |
| 1 x Sub Station | Sound Operator |
| 2 x Sub Station | Spot Operation Positions |

Stage Plot and Input list to be provided during advance process.

	Soweto Gospel Choir – USA Tour 2022 Technical Rider (updated December 2021)	
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VIDEO

The Presenter must supply & pay for an excellent quality projector of no less than 14k lumens in the venue. The projection will be front projected and should be able to reach the size of 35'W x 20'H without significant loss of lumens.

The projection content will be operated off of a Macbook computer provided by Soweto Gospel Choir staff with USB-C/USB 3.0 output. Venue must provide all necessary adapters to receive this signal.

Projector should be operational upon arrival and will be subject to fine tuning of focus to the scrim panels.

Please note: We understand that not all venues will be able to provide the video element without additional rental. Without projection, the production quality of the show will be reduced however depending on the venue, there may be adaptations we can make. Please notify us if this poses a barrier to presenting Soweto Gospel Choir.

Soweto Gospel Choir – USA Tour 2022 Technical Rider (updated December 2021)

STAGING

Touring Banners

7 lightweight material panels 1.2 metres wide to be hung from line sets/flown bars, and attached by ties.

Standard Concert Masking:

Standard black masking is required along with an upstage or mid stage black backdrop. Legs must be positioned so that members of the audience are not able to see into the stage wings. (see stage plan)

Please be aware when installing speaker stacks or other equipment for the performance that audience sight lines are not impaired. The audience must be able to have a clear view of the ends of the risers.

Risers (To be supplied by the venue):

12 @ 4x8 Stage decking, various heights please refer to stage diagram. If there is **any** variation from height advance notification is necessary as it will impact the ability to perform the choreography.

These should be dressed in black surround cloth, interlocking and designed to withstand the weight of 24 dancing, large men and women.

Risers should be legged and prepped in advance – we will set in place once overhead lighting is focused.

Front edge of riser will be set approximately 15' US of LX1

Chairs & Tables:

1 x black armless chair required on downstage left for percussion player,

1 x high adjustable drum throne for keys player

1 x adjustable piano stool for keyboard player

1 x trap table (smaller percussion accessory table) dressed for stage @ djembe position

1 x taller trap table for accessories dressed for stage @ SL of risers

Auditorium:

Our audio department will begin making sound shortly after arrival. This requires silence in the venue therefore the auditorium must be clear of all cleaning and FOH staff. **There should be no vacuum cleaning or other noise in the auditorium during this period.**

If seating needs to be installed for the concert this will need to be completed before the arrival of the production team.

Quick change:

SR: 1 x mirror is to be set up, with a small table or chair and blue lights next to it.

SL: 1 x mirror is to be set up, with a small table or chair and blue lights next to it.

Consumables

The following are to be supplied by the Presenter/Venue:

One roll of white 2" gaff tape

One roll of black 2" gaff tape

2-3 Bright color ½" spike tape for floor marking and riser edges

Stage Safety

The stage is to be made safe by taping down & covering all cabling, marking obstacles with white tape & the wings & cross over to be clean, clear of obstacles & lit appropriately.

Stage Equipment Provided by touring company:

3 x African Drums & percussion accessories

7 x scrim designed banners (TBD based on design of show)

Merchandise (TBD)

3 x suitcases with miscellaneous equipment

NOTE: All items not specifically indicated as provided by touring company must be provided and paid for by presenter/venue.

Soweto Gospel Choir – USA Tour 2022
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(updated December 2021)

DRESSING ROOMS & WARDROBE

Dressing Rooms large enough to accommodate

12 x Males

12 x Females

27 hand towels in the dressing rooms.

All dressing rooms are to be cleaned prior to arrival of the Choir and maintained for each concert. The Male dressing room will require an iron and board to be placed in it 1 hour prior to sound check.

All rooms must be well lit with working lamps, hot and cold running water, heating, bathroom facilities (separate from those used by the General Public) and enough chairs for each member of the Choir.

All dressing rooms must be 21 degrees for the Choir's arrival at the venue.

Production Office: Must be equipped with free high-speed wireless broad band internet.

WARDROBE:

Costumes will arrive with touring company in 3 x suitcases

Access to a Wardrobe room equipped with 80 coat hangers, liquid washing detergent (without bleach), a sewing machine, iron, ironing board, steamer, washing machines and dryers are required. If there are no Wardrobe facilities at the theatre, please advise the closest launderette. **Please note that venue wardrobe staff are required regardless of the type of wardrobe facilities present in the venue and must be proficient at hand and machine sewing and stitching.**

HOTEL ACCOMODATION, CATERING & PARKING

Presenter to pay & provide the following:

The hotel must be minimum 3.5 stars or more with cooked breakfast for 29 people and in-room kettle, microwave & fridge (where possible). The hotel must be clean.

No construction work is to be taking place in the hotel or in surrounding properties, which can be heard. The company is not to be walked to another property. The hotel must have an elevator otherwise the artists are to be placed in rooms on the ground floor or a free porter service provided to carry cases to the rooms.

Complimentary Internet is to be provided for all rooms.

The 5 crew rooms are to be placed away from the rest of the company in a quiet location (these rooms do not need to be grouped together).

The accommodation must be walking distance from a selection of food outlets & supermarkets.

If any of the company have to miss breakfast at the hotel due to contractual commitments to the Presenter, the persons involved are to be provided with breakfast at the Presenters expense.

The Touring Company will need parking for a 52 seater coach during their entire stay.

VENUE & CONTRACTUAL ACTIVITIES HOSPITALITY

Light Catering for 29 people must be provided in the green room 6 hours before show time and remain available until the end of the load out. It is essential that the light catering is refreshed and restocked throughout the day. It is very important that the choir have access to continuous boiling drinking water, unlimited room temperature filtered drinking water, and a microwave before, during and after the performance.

Light Catering for 29 pax should consist of:

Tea (regular/English breakfast)

Freshly Brewed Coffee

Plenty of sugar –

Fresh whole milk

1 x Large Fresh Ginger

1 x jar Honey

3 x fresh lemons

Fresh whole fruit

Assorted soft drinks

Unlimited still drinking water

Sufficient bottled water (50 bottles 500ml each) or filtered water stations on stage

Sharp knife and cutting board

Soweto Gospel Choir – USA Tour 2022 Technical Rider (updated December 2021)

Hot Meal

A hot meal is to be served 2 hours before the performance time, consisting of a choice of chicken, beef, fish, vegetables, salad and rice for 29 people plus 29 take out containers & silverware;

Suggestions: Ribs, Roast Chicken/Beef, vegetable and rice or potato

Steamed/baked fish

Beef or chicken curry, stroganoff with rice, vegetable and salad

Pasta – Bolognese; Napoli; Carbonara

Chicken & vegetable risotto. Any chilli/spicy sauce must be on the side

Salad dressings of olive oil & lemon on the side

Any dietary restrictions will be confirmed during the advance process. All menus should be confirmed by Company Manager.

For all publicity or educational activities please provide the members of the company involved with filtered still water, tea, coffee, sugar, fresh whole milk & fruit during the activity.

On any day with 2 performances a hot meal & drinks must be provided between shows.

MERCHANDISE / PROGRAMME'S

Tour Manager will be running the sales of Soweto Gospel Choir merchandise.

1x Trestle table with full table cloth

4 x Chairs or use of venue merchandising area.

Secure internet access to be used for mobile payment options

1 x power outlet with plug strip & 6 yard extension cord

The tables must be well lit.

Please advise Tour Manager if the venue will retain exclusive selling rights. Merchandise will be sold before, during interval (if appropriate) and after the performance. The merchandise table should be located within close proximity to the main exit/entry point in a well lit area for patrons into the venue. The location can be confirmed with Tour Manager on the performance day.

CHARITY

Soweto Gospel Choir collect money on behalf of Nkosi's Haven, an AIDS charity in South Africa which supports orphaned children. 2 - 4 choir members collect in the venue lobby after each performance. Please advise if charity collection is not permitted.

VEHICLES

When Soweto Gospel Choir is providing their own transportation, we require the arrangement for parking of a 52 seat tour bus from the beginning of the first day until two hours after the final performance. The parking should be located as close as possible to the stage door and loading dock. Please ensure all necessary parking permits and or traffic diversions have been arranged prior to arrival.

Please note: bus may require shore power and water hook up.

	Soweto Gospel Choir – USA Tour 2022 Technical Rider (updated December 2021)	
SIGNATURES		

Signing of this Technical Rider confirms that the Presenter and its agents, including theatre managers, technical directors and operating staff agree to all of the above requirements unless specifically amended in writing and agreed to by the Company Director and Company Technical Director.

AGREED

DocuSigned by:

Date: 8/19/2022
Presenter

Joseph Hopper
Date: 5/22/22
Technical Director


Date: 8/5/22
Company

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

This Rider, dated **Friday, May 20, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Andrew Kay & Associates Pty Ltd f/s/o Soweto Gospel Choir** (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.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. 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: 05/20/22

Date: 8/5/22

By: 
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 8/19/2022

**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



SOWEGOS-01

JSADOFISKY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2022

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 La Playa LLC 222 Purchase Street Unit #303 Rye, NY 10580	CONTACT NAME: Joseph Sadofsky PHONE (A/C, No, Ext): (646) 665-7737 FAX (A/C, No): E-MAIL ADDRESS: joe.sadofsky@laplayapartners.com
INSURED Soweto Gospel Choir c/o IMG Artists 7 West 54th Street New York, NY 10019	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company, Inc 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		USUEN2793572.22	9/20/2022	9/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		USUEN2793572.22	9/20/2022	9/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

McAninch Arts Center 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 - DESIGNATED 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):

McAninch Arts Center
College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: RE: For Review/Approval - COI-EP Soweto Gospel Choir
Date: Tuesday, August 9, 2022 9:37:08 AM

Hi Molly,

Insurance is accepted as presented.

Phil Gieschen
Coordinator / Risk Management
Environmental Health & Safety Department
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630-942-2993

From: Junokas, Molly <junokasm@cod.edu>
Sent: Tuesday, August 9, 2022 9:29 AM
To: Gieschen, Philip <giesche@cod.edu>
Subject: For Review/Approval - COI-EP Soweto Gospel Choir

Hi again Phil,

When you get a moment, would you please review the attached COI/Endorsement for Soweto Gospel Choir who will be performing at the MAC on 09/30/22.

Please let me know if this is acceptable or if there are any concerns.

Thank you for your help,

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 Anniversay (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 IMG Artists, LLC Soweto Gospel Choir Deposit

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

Mon, Aug 22, 2022 at 05:45 PM GMT

CC:

BCC:

Good afternoon,

Please process the attached check request for IMG Artists, LLC. This is the deposit payment for artist Soweto Gospel Choir, who will perform at the MAC on 09/30/22.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

IMG Artists LLC Inv TR23-SOWETODEP 8000.00 Soweto Artist Fee Deposit 09-30-22.pdf