

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1190403

Vendor Name: Mermaid Theatre of Nova Scotia

Invoice Number: SS23-ITSOKBAL

Invoice Date: 1/5/2023

PO Number:

Check Number: 0307229

Check Amount: \$ 4,920.00

Check Date: 01/18/2023

Voucher Number: V0767533

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: _____ Vendor ID: _____ Vendor Name: _____

Payee Address: _____ Payment Due Date: _____

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
Total			\$

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:

Other Instructions:

All requests will require the following approvals:

Requester: _____ Print Name: _____

Budget Officer: _____ Print Name: _____

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.

Shaw Entertainment Group

Contract Number: IOTBD150223

This Agreement is made **June 2, 2022**, between **Mermaid Theatre of Nova Scotia** (hereinafter referred to as the Artist) located at **P.O. Box 2697, Windsor, NS B0N 2T0 Canada**, and the undersigned purchaser (hereinafter referred to as the Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following Engagement upon all the terms and conditions hereinafter set forth:

1. Show Billing: **It's Okay To Be Different – Stories by Todd Parr**
100% headline

2. Purchaser: **McAninch Arts Center**
Address: **College of DuPage**
425 Fawell Boulevard
Glen Ellyn, IL 60137
Contact: **Janey Sarther**
Phone: **630-942-4525**
Email: **sarther@cod.edu**

3. Venue: **McAninch Arts Center**
Address: **College of DuPage**
425 Fawell Blvd
Glen Ellyn, IL 60137

4. Details of Engagement:

Load In: **Tuesday, February 14, 2023 @ TBA**

No. of Show(s): **two (2)**

Show schedule: **Wednesday, February 15, 2023 @ 9:45 & 11:30am**

Any changes from the schedule detailed above must be approved by the Artist. This includes the addition of meet & greets, workshops, press events, etc.

5. Contract Due: **July 8, 2022**

6. Artist's Fee:
Total: **Six Thousand Dollars (US\$6,000)**

Initial Payment: **One Thousand & Eighty Dollars (US\$1,080)**

Initial Payment Due: **January 16, 2023, due by check**

Payable To: **Shaw Entertainment Group, LLC (#26-3056257)**

Sent To: **Shaw Entertainment Group, PO Box 688, Great Barrington, MA 01230**

Payment includes booking fee, creation and delivery of marketing materials, a portion of pre-production expenses, rehearsals, along with travel planning and is non-returnable.

Balance: **Four Thousand Nine Hundred & Twenty Dollars (US\$4,920)**

Balance Due: **Check should be hand delivered to the touring Stage Manager no later than the start of the first performance.**

Payable to: **Mermaid Theatre of Nova Scotia (Federal Number 98-0367731)**

7. Hotel/Travel/Rider: Purchaser to provide **three (3) rooms for one (1) night**, tech requirements, and hospitality

PO Box 688, Great Barrington, MA 01230 | Ph: 917.392.6739

Shaw Entertainment Group

per rider at no cost to Artist.

8. Merchandise: Artist does not have merchandise.

9. The Additional Terms and Conditions set forth in any riders attached to this Agreement are incorporated into and made a part of this Agreement to either replace or supplement the terms thereof. Should there be any inconsistencies between the Additional Terms and Conditions and subsequent attachments, the Additional Terms and Conditions shall be controlling.

10. Purchaser agrees to be responsible for providing at its own expense:

- a. The Venue (well-heated or air conditioned, lighted, clean and in good order) at the above Load-In time.
- b. Venue security, ushers, and front-of-house staff.
- c. Clean and adequate dressing rooms for the Artist.
- d. One (1) Complimentary parking area or space in proximity to the venue's loading area or a pre-paid parking pass for the Artist's touring vehicle within reasonable walking distance to the venue.

11. All final technical load in and load out times, house opening times, as well as final performance schedule, must be approved by Artist. Any changes to show times or schedule must also be approved in advance by Artist in writing a minimum of 30 days prior to the first performance. Any advance questions should be directed towards the touring Stage Manager (contact details to follow).

12. Marketing: The only approved artwork for this production is available here. PURCHASER AGREES ONLY TO USE THE APPROVED ARTWORK TO MARKET THE SHOW. The hi-res photos may be used as support marketing and promotional video (when available) as found on the Artist's website may be used as well. Purchaser agrees to submit all artwork and promotional material related but not limited to the Engagement to the Artist for final approval.

Purchaser acknowledges that promotional materials are for non-commercial use only and agrees to adhere to the following guidelines:

- a. Video footage may only be used for current affairs broadcast or Purchaser website and each use is subject to a maximum length of three minutes.
- b. Photographic images and recorded soundtrack excerpts may only be reproduced as part of the Purchaser's regular marketing and may not be reproduced in any other context.
- c. Any penalties or costs incurred by the Artist, as a result of a misuse of promotional materials by the Purchaser in violation of the above limitations will be the financial responsibility of the Purchaser.
- d. Purchaser agrees that no filming, taping, recording, or reproduction of any sort will be made of the Engagement or any element of the work thereof without the prior written consent of the Artist.
- e. Notice of recording must be provided at least 48 hours prior to performance in writing to the Artist.

13. Purchaser agrees to take responsibility for all ticket sales and advertising of the Engagement.

14. Purchaser agrees to provide Artist with 4 complimentary tickets for each performance of the Engagement (to be assigned to the first 12 rows or the center orchestra section at the venue). The Stage Manager will confirm if complimentary tickets are necessary within 7 days of performance. If the comp tickets are not used, the Purchaser may resell them.

15. Force Majeure: if either party is prevented from performing the obligations created because of illness, Acts of God (defined as fire, flood, accident, riot, order of any authority or any other calamity), or if by reason of strikes,

Shaw Entertainment Group

lockouts, delay of common carrier, disruption of air traffic, or any cause beyond the control of either of the parties, neither party shall be liable for the balance of the contract. Notwithstanding the foregoing, if Purchaser cancels due to inclement weather, if Artist is present, ready, and willing to perform, Purchaser will pay Artist the full amount of the Artist's Fee set forth in this Engagement Agreement.

16a. All parties recognize that this Agreement is being made in the middle of a global pandemic and there is a possibility in-person performance(s) may not take place. If either party determines in their sole discretion, that one or more Precipitating Circumstances (economic hardships, logistical complications, health and safety concerns and/or acts or regulations of public or governmental authorities) make it necessary to cancel the in-person performance(s), then such party shall have the right to withdraw from the Agreement by providing written notice to the other party.

16b. Purchaser acknowledges that Artist operates under the Canadian Theatrical Agreement (CTA) hiring actors who are members of the Canadian Actors Equity Association (CAEA) and may require certain accommodation or mitigation actions related to the COVID-19 pandemic in order to comply with CTA requirements. Due to the nature of the COVID-19 pandemic, it is impossible to determine what, if any, mitigation efforts will be required as of the date of the performances described in this Engagement Agreement. Should it prove impossible for Purchaser to comply with any applicable CTA requirements, the parties agree that such impossibility shall constitute a Precipitating Circumstance under the terms of the Engagement Agreement.

16c. Purchaser acknowledges that an inherent risk of COVID-19 exposure exists in any place where people are present and voluntarily assumes all risk associated with any such exposure in connection with any in-person services to be provided. Purchaser agrees to comply with any then-current health and safety protocols and holds Artist harmless from any exposure to Purchaser, Purchaser's employees, or other individuals under Purchaser's authority or control.

17. Purchaser agrees that cancellation of Agreement in whole or in part by the Purchaser outside of force majeure or pandemic related circumstance will nevertheless require full payment of the compensation as stated in this Agreement. Presenter's cancellation or rescheduling of the performance(s) or other services of the Company 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 and Presenter shall not have the right to terminate this Agreement without liability on the part of the Presenter.

18. Purchaser agrees to maintain public liability and property damage insurance in respect to the Engagement in a minimum amount of \$2,000,000 to insure against, among other things, liability for death of or injuries to the Artist and loss or damage to personal property. Artist shall provide Certificate of Insurance, naming College of DuPage and Endorsement Page, see MAC Rider #8

19. The Artist reserves the right to acknowledge its corporate and government sponsors in house programs and lobby signs where appropriate.

20. Purchaser agrees that no other persons will perform with Artist or prior to or subsequent to Artist without the prior written consent of the Artist and in no event will advertising of the Engagement include references to performers other than the Artist without prior written consent of the Artist.

21. For the duration of the Engagement the Purchaser agrees that the venue will be exclusively available to the Artist. If the Artist is booked for more than one day, any other activity, which would require the strike of any portion of Artists' set will require advance notification and will only be allowed on a case-by-case basis.

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22. In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth.

23. It is expressly understood by the Purchaser and the Artist(s) named herein that neither Shaw Entertainment Group, LLC nor any of its principals are parties to this contract and therefore, neither Shaw Entertainment Group, LLC nor any of its principals shall be liable for the performance or breach of any provision hereof.

* * *

By its signature hereunder, Purchaser agrees to the terms of this contract and acknowledges that the Technical Rider containing Additional Terms and Conditions necessary to the presentation of the Artist are attached hereto and are integral parts of this Agreement.

Signatories may sign separate copies of this Agreement, and the fact that signatures appear on different pages will not affect the binding nature of the Agreement. Faxed or scanned copies of signature pages shall have the same legal effect and import as original signatures.

AGREED AND ACCEPTED:

Purchaser

McAninch Arts Center

DocuSigned by:
by Ellen Roberts date 8/5/2022
Ellen Roberts, VP Administrative Affairs
Artist
Mermaid Theatre of Nova Scotia

by SA date July 14, 2022
Simon Shaw, Agent

Shaw Entertainment Group

Engagement Information Sheet

Artist: Mermaid Theatre of Nova Scotia
Show: **It's Okay To Be Different – Stories by Todd Parr**
Load-in: Tuesday, February 14, 2023 @ TBA
Show Date: Wednesday, February 15, 2023 @ 9:45 & 11:30am

Purchaser: McAninch Arts Center
Venue: McAninch Arts Center
located at: College of DuPage
425 Fawell Blvd,
Glen Ellyn, IL 60137

Contact: Janey Sarther
Phone: 630-942-4525
Email: sarther@cod.edu

Stage Door: Same address as above - 425 Fawell Blvd
Loading Dock: On Tallgrass Road, due east of main MAC entrance (same address as above - 425 Fawell Blvd)

Technical Contact:

Name: Joe Hopper
Phone: 630-942-2913
Email: hopper@cod.edu

Hotel/Hospitality Contact:

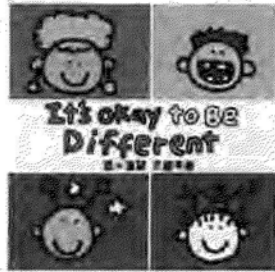
Name: Joe Hopper
Phone: 630-942-2913
Email: hopper@cod.edu

Venue Notes:

Hotel Information:

****Please be sure to fill out this section fully. If you are unable to book rooms at the time of this contract, please provide the name of the hotel you intend to use. This information is due as soon as possible.**

Name: Hilton Doubletree Lisle/Naperville
Address: 3003 Corporate W Drive, Lisle, IL 60532
Phone: 630-505-0900
Room Rates: \$110 (standard)
Confirmation Numbers (If available)



Mermaid Theatre of Nova Scotia
It's Okay to Be Different – Stories by Todd Parr
2020-21 Technical/Hospitality Requirements

*NOTE- This rider may not be changed in any way without permission of Mermaid Theatre of Nova Scotia.
Version 2.17.20*

COMPANY

- Cast of two performers and one stage manager (total 3 persons).

RUNNING TIME

- One-hour performance **including** Question and Answer period (if time permits).
- Start times: because of their tight travel schedule, the company would appreciate close adherence to start-times. If the performance is late in commencing, it is possible that the Question and Answer period may need to be cancelled. This will be at the stage manager's discretion.
- House doors and call times for cast and crew to be confirmed during advance call.

ACCESS

- Mermaid's stage manager will contact the venue in advance of the engagement to confirm the company's arrival time, technical requirements, and to answer any questions.
- The company travels in an over-height, over-length cargo van (26'L x 9'3"H) which will require parking.
- We require a minimum total of 4 persons for load in/out and set up.
 - Breakdown of the 4 persons is as follows: 1 Lights, 1 Sound, and 2 others to assist with setup of puppets and curtain units. **Please note:** only lighting tech and sound tech are needed for the running of the show.
- Stage area, loading doors and dressing rooms need to be cleared to allow the company to set up immediately upon arrival and up to 90 minutes following the performance.
- Stage must be swept and mopped just prior to the company's arrival.
- No food or beverages should be permitted on stage.
- **Set-up: UP TO 2 HOURS, plus ½ hour house. Strike: up to 90 minutes.**
- We require advance notice of any striking and resetting when our set is in place over-night.
- (1) Complimentary parking area or space in proximity to the venue's loading area or a pre-paid parking pass for the Artist's touring vehicle within reasonable walking distance to the venue for the duration of the performance run and contract dates.

PHYSICAL REQUIREMENTS

- **MINIMUM DIMENSIONS OF STAGE – 35' wide x 30' deep x 14' high.** These dimensions refer to an unimpeded space, free of hanging lights or heating ducts. Please ensure wings are cleared.
- Masking provided by the venue; Dimensions TBA.
- A darkened auditorium is necessary and a black stage floor preferred.
- Mermaid travels with a self-supporting, free standing set.

- House masking to be provided by venue: Legs, travelers, and borders, preferably black. We will require the downstage masking to create a 28' opening. Please have hung prior to the company's arrival after discussion with the stage manager regarding set placement.
 - Pipe and drape will also be acceptable. Stage manager will confirm masking specifications prior to engagement date. (Please note that masking dimensions might change while the new work is currently in construction. Any changes will be sent via Shaw Entertainment ahead of time).
- Two (2) dressing rooms for three people, the rooms should have mirrors, chairs, tables and lights. They should be clean, well lit, lockable and ready for the company upon arrival and up to 120 minutes after the performance.
- Toilets and sinks, with paper towels and soap, must be in close proximity.
- Availability of stage weights

ELECTRICAL/LIGHTING

- Company requires the service of a professional lighting technician to operate the venue's lighting.
- A dimmable house lighting system will be required.
- A lighting plot, channel hookup, instrument schedule and stage plot will be provided by the stage manager upon request that will be used in addition to the house plot.
- The company travels with two (2) single fluorescent units, four (4) double fluorescent units, and two (2) American DJ fluorescent lights that require one non-dimmable circuit. There are also two (2) 705 Altman lamps to be hung in the FOH and boom boxes when available. The Stage Manager upon arrival will determine location.
- Please provide running lights stage right, left, and upstage.
- Pre-hang all lights whenever possible.
- Any additional technical requirements or changes will be provided in an updated technical rider to be finalized at a later date.

SOUND

- The company will use the house sound system and requires the service of one professional sound technician to operate the venue's sound.
- We will provide playback technology, with stereo XLR outputs to be patched into the house system.
- Sound will be run from our equipment backstage.
- We require a microphone (wireless if available) for the Question and Answer session after the performance.
- Playback will be run through the front-of-house speakers. We require two monitors for the performers that should be placed stage left and stage right, in consultation with the stage manager upon arrival.
- **It is important that all sound be set up and operational before the company arrives.**

HOSPITALITY

- Accommodations; 3 single hotel rooms of 3-star quality or better, within a 20-mile radius of venue. Engager agrees to advance hotel details or anticipated hotel details to at the time of contract execution.
- Plenty of bottled water or potable water source and coffee/tea should be made available.
- The Purchaser is to supply a light lunch (i.e. veggie/fruit platter, soup, sandwiches). Please confirm any dietary restrictions with the stage manager prior to arrival.
- The Purchaser is to supply an evening meal on days with performances after 5pm.

SIGN LANGUAGE INTERPRETER

- The company should be notified in advance if sign language interpreters are to participate. Signers should be located off the edge of the stage, audience left or right and dimly lit with an isolated "special" blue gel. A copy of the script is available for interpreters upon request.

COMPLIMENTARY TICKETS

- Please note that the company's request for complimentary tickets is covered under the terms of our contract and will not normally be waived. The Theatre will be prepared to release these seats upon request two week prior to the engagement.

MEET AND GREET

- The company will be please to accept requests to "meet and greet" special guests. Should this activity be scheduled following a final performance, it will be essential to have extra crew on hand to facilitate a prompt load-out following the event. Please contact the stage manager in advance if a meet and greet is requested.

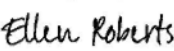
IMPORTANT

- The balance payment should be a cheque (unless bank wire is detailed in the offer), made out to Mermaid Theatre of Nova Scotia, house counts and any relevant publicity materials (posters, programs, press releases, etc.) must be made available to the stage manager before the company's departure.
- In the interest of safety, we would appreciate having the audience away from the performance and working area as our equipment and set pieces are fragile. However, with advance notice supervised visitors are most welcome at the close of the show.
- **Photography and video recording are prohibited during the performance but are permitted during the Question & Answer session at the end of the performance.**
- For school performances, a number of evaluations will be handed out to teachers. These will be provided upon the company's arrival. Digital copies are available in advance upon request.
- The company does not travel with any merchandise.
- **Mermaid Theatre of Nova Scotia has a zero tolerance policy for harassment. If a Mermaid company member feels harassed by a venue staff member they will immediately inform the stage manager who, accompanied by the complainant, will bring the matter to the attention of the person in authority on deck, or to the Purchaser, and ask that the person responsible for the harassment be released from the crew call.**
- **The company reserves the right to refuse to perform should the conditions within this rider not be met and or alternate conditions are not agreed upon prior to the engagement by both parties. The engager / Purchaser is still responsible for the full performance fee to the company should the engager/ Purchaser fail to meet the terms of this rider or fail to make alternate conditions both the company and Purchaser agree to prior to the performance.**

FOR MORE INFORMATION

- Please contact us if your venue doesn't meet technical requirement specifications or if you require any other details or information about the production. We can be reached by telephone at 902.798.5841 (toll-free at 800.272.9216); by fax at 902.798.3311; or by email at puppets@mermaidtheatre.ca
- Please include P.O. Box number on any postal mail. Our mailing address is
Mermaid Theatre of Nova Scotia / P.O. Box 2697 / Windsor, NS B0N 2T0 / CANADA

Understood and Agreed to by:

DocuSigned by:


ENGAGER / PURCHASER

Ellen Roberts, VP Administrative Affairs

8/5/2022

Date



on behalf of MERMAID THEATRE OF NOVA SCOTIA
Shaw Entertainment

July 14, 2022

Date

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

This Rider, dated **Monday, June 20, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Mermaid Theatre of Nova Scotia** (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

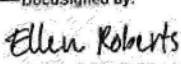
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Simon Shaw, Agent
Artist
or Artist Representative

Date: 06/20/22

Date: July 14, 2022

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

Date: 8/5/2022

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
Marketing/Edu Coord - Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org

CERTIFICATE OF INSURANCE

This is to certify that the following described policy or policies in force at this date have been issued to the Named Insured.

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

NAMED INSURED: Mermaid Theatre of Nova Scotia

MAILING ADDRESS: PO Box 2697, Windsor, NS B0N 2T0

INSURANCE COMPANY: Intact Insurance

POLICY NUMBER 171-2011-00115

EFFECTIVE DATE: 07/01/22 (mm-dd-yy) **EXPIRY DATE:** 07/01/23 (mm-dd-yy) **12:01am**

POLICY TYPE	DEDUCTIBLE	LIMIT(S) OF LIABILITY:
Commercial General Liability		
Each Occurrence, Bodily Injury & Property Damage	\$500	\$5,000,000
Aggregate, Products & Completed Operations Liability Limit	Nil	\$5,000,000
Tenants' Legal Liability	\$500	\$5,000,000
Employer's Liability	Nil	\$5,000,000
Employee Benefits Errors & Omissions Liability: Each Claim / Aggregate	\$1,000	\$5,000,000 / \$5,000,000
Non-Owned Automobile: Liability		
Third Party Liability	Nil	\$5,000,000
Physical Damage (All Perils)	\$1,000	\$50,000
Property		
Replacement Cost, Broad Form (All Risks)		
Owned & Rented Equipment	\$1,000	\$800,000
Territory: Canada & USA		

It is hereby understood and agreed that the Certificate Holder is added as an **Additional Insured** but only with respect to the operations of the Named Insured and as a **Loss Payee**, as their interest may appear, at the time of loss.

Policy contains a Cross Liability, Contractual Liability, Severability of Interest Clause. Policy provides thirty (30) days' notice of cancellation of coverage to the Certificate Holder.

TYPES OF PERSONS OR ORGANIZATIONS THAT CERTIFICATE IS APPLICABLE TO:

- 1) Municipalities and/or political sub-divisions for the purpose of granting permits for filming operations.
- 2) Lessors of premises rented/leased to the insured for occupancy for filming operations (except for long term leases).
- 3) Lessors of Equipment (excluding automobiles/watercraft/aircraft/drones), but only with respect to the maintenance or use by the Named Insured of such Equipment and only if the Named Insured is contractually obligated to provide them with such insurance as is afforded by this contract. However, no such person or organization is an insured with respect to any damages arising out of their sole negligence, or for any occurrence that occurs, or an offense that is committed, after the equipment lease ends.

CONDITIONS: This document is issued on the express understanding that it is only evidence of insurance under the original policy and is subject to all the terms and conditions, endorsements and assignments that may be made upon said original, and in case of cancellation thereof, this Certificate will immediately become null and void.

Dated: 14 July 2022


Authorized Representative

From: Gieschen, Philip
To: Junokas, Molly
Subject: RE: For Review/Approval - COI Mermaid Theater of Nova Scotia
Date: Tuesday, August 2, 2022 8:10:53 AM

Hi Molly,

The wording on the certificate is sufficient. No endorsement is necessary.

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: Monday, August 1, 2022 10:38 AM
To: Gieschen, Philip <giesche@cod.edu>
Subject: For Review/Approval - COI Mermaid Theater of Nova Scotia

Hi Phil,

We have a show coming to the MAC on 02/14/23. The group is called Mermaid Theater of Nova Scotia. They provided a COI, but when I requested an endorsement, the broker said they do not provide endorsements. I have attached the email correspondence.

Would you please review when you get a chance and let me know if the insurance is acceptable, and that we are ok to move forward with signing the contract without an Endorsement Page?

Thank you,

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

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

Check Request Mermaid Theatre of Nova Scotia

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

Thu, Jan 5, 2023 at 04:55 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for Mermaid Theatre. This is the final payment for an artist performance on 02/14/23.

NOTE: Ellen McGowan will pick up check 01/20.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Mermaid Theatre of Nova Scotia Inv SS23-ITSOKBAL 4920.00 Artist Fee Final 02-14-23.pdf