

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1184901
Vendor Name: Second City Inc
Invoice Number: TR23-BSTCTYBAL
Invoice Date: 10/19/2022
PO Number:
Check Number: 0307274
Check Amount: \$ 9,750.00
Check Date: 01/18/2023
Voucher Number: V0767964
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.



This is the contract for your upcoming engagement. The following content serves as both the written contract and invoice for the Services (as defined below). This Contract is a confirmation of the agreement that you have already made to engage the performance of the named Artist for the date, time, amount and other terms shown below. Failure to return the executed contract does not cancel your agreement to engage the Artist(s) for the stated performance date(s) for the full amount set forth.

Artist Information

ARTIST(S)	THE SECOND CITY TOURING COMPANY	PERFORMANCE DATE	02/11/2023 (Sat) 5:00 PM - 10:00 PM - 2 Shows Artists to perform two-45 minute sets with a 15 minute intermission (2 shows) at 5 pm and 8 pm.
CONTRACT #	829755	CONTRACT DUE DATE	12/30/2021 (Thu) ASAP

INSTRUCTIONS

1. If signing manually, please sign where indicated in the Presenter signature box and initial ALL other pages.
2. Make your deposit check payable to **EastCoast Entertainment, Inc.**
Please see contract for balance payment instructions.
3. Write your contract number on your deposit check.
4. If signing manually, return a copy of the **SIGNED** contract and riders, along with your deposit check to:

EastCoast Entertainment
ATTN: Contract Processing
P.O. Box 73210
North Chesterfield, VA 23235

Overnight mail should be sent to:
EastCoast Entertainment
ATTN: Contract Processing
703 Southlake Boulevard
North Chesterfield, VA 23236

(Please retain a copy for your records. We will send you a completed contract once it has been signed by the Artist.)

If you have any questions regarding this contract, please don't hesitate to call.

THANK YOU FOR DOING BUSINESS WITH EASTCOAST ENTERTAINMENT, INC.

PLEASE DO NOT STAPLE

EastCoast Entertainment

BookECE.com

855-323-4386

info@bookece.com

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract:

Contract # 829755

Agent Toni Cline

THIS CONTRACT ("Contract") is for the personal services of entertainers on the engagement described below, made on **December 17, 2021** ("Contract Date") between the undersigned Purchaser of Entertainment (herein called "Presenter") and **THE SECOND CITY TOURING COMPANY** (herein called "Artist(s)" which term is to include the named individual, the named individual's group, the named group as well as the named group's individual members); and for talent booking services and contracts between Artist(s)s, the Artist(s)' leader, manager, or representative (the "Artist(s)' Representative"), and EastCoast Entertainment, Inc. ("ECE" or "EastCoast"). The Artist(s) are engaged jointly and severally (as a group and individually) on the terms and conditions set forth herein. The Artist(s)' Representative represents that the Artist(s) has/have agreed to be bound by the terms and conditions set forth herein. The Artist(s) as an individual, as a group or as an individual member of the group may enforce this Contract. The Artist(s) individually and together agree to be bound by the terms of this Contract and to render services under the undersigned Artists(s)' Representative. All content that follows, including but not limited to The General Contract Terms and Conditions and Rider(s), is hereby incorporated into this Contract. The items under Performance Location, Date & Time of Performance below are collectively referred to as the "Services."

Performance Location

Belushi Performance Hall
MCANINCH ARTS CENTER
AT COLLEGE OF DUPAGE
425 FAWELL BOULEVARD
GLEN ELLYN, IL 60137-
6599
Indoor

Date & Time of Performance

02/11/2023 (Sat) 5:00 PM - 10:00 PM - 2 Shows
Artists to perform two-45 minute sets with a 15 minute
intermission (2 shows) at 5 pm and 8 pm.
Central Time (US & Canada)

Payment Terms**Gross Price Agreed Upon:** \$13,000.00Includes total monies that Presenter will pay for
Services**Deposit Due:** \$3,250.00**Deposit To:**EastCoast Entertainment, Inc. on 08/20/2022
FED ID # 54-1024623**Balance Due** \$9,750.00**Balance To:**THE SECOND CITY at end of engagement via
~~Organization Check or Certified Check.~~ on 02/11/2023
(Sat) College Check or ACH Payment, see MAC
Rider #5**Other Terms & Conditions**

Presenter agrees that the terms of the attached Artist Rider are incorporated into this agreement and are hereby part of this contract.
Presenter to provide tech requirements and a hot meal for the cast.
Artists to perform two shows (5 PM and 8 PM start times)
Masterclass TBD
Show title tbd

Further terms and conditions appear on the following page(s) and are incorporated into this Contract by reference – VERY IMPORTANT – READ!

Presenter Initials

ER

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract:

Contract # 829755

Agent Toni Cline

Presenter

Please verify the following before signing the contract. Contact your agent if anything appears incorrect.

- ☒ Event Date(s), Times(s) and Location are correct
- ☒ Presenter has read and agrees to all Contract terms including but not limited to the General Contract Terms and Conditions, found below the signature box, and if referenced in this Contract, the Other Terms & Conditions and Riders, all of which are presented online with this Contract, and if this Contract is printed out, are associated with this Contract number.

COLLEGE OF DUPAGE MCANINCH ARTS CENTER

MCANINCH ARTS CENTER AT COLLEGE OF DUPAGE
425 FAWELL BOULEVARD
GLEN ELLYN, IL 60137-6599

VP Administrative Affairs

TITLE OF SIGNATORY BELOW

Person signing below has authority to sign on behalf of the
Presenter named above. If not, signer agrees to be personally liable.

Ellen Roberts

10/17/2022

PRESENTER SIGNATURE

DATE

Signatory

Ellen Roberts
martinezd59@cod.edu

Primary Contact

DIANA MARTINEZ
martinezd59@cod.edu
(630) 942-3007

Artist**THE SECOND CITY TOURING COMPANY**

Abby Wagner

ARTIST SIGNER NAME

VP, Customer Success

TITLE OF SIGNATORY BELOW

DocuSigned by:

Abby Wagner

5/4/2022 | 9:04 AM CDT

ARTIST SIGNATURE

DATE

Person signing above is signing on his/her own behalf. Artist(s) and
Artist(s) Representative are jointly and severally liable. See further
terms in Paragraph 1.

Presenter to sign and return all copies of Contract – FAXED AND EMAILED COPIES OF THIS DOCUMENT (AND E-SIGNATURES) ARE BINDING

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract

Contract # 829755

Agent Toni Cline

General Contract Terms and Conditions

1. The Presenter and the person signing for the Presenter are individually and jointly liable for the Gross Price. The Artist(s) and the Artist(s) Representative are individually and jointly liable for performance under the terms of this Agreement. If the Artist(s), or the Artist(s) Representative, are an Association, Company, Corporation, Partnership or any entity other than an individual, the person signing for the Artist(s) agrees to be personally, jointly and severally liable for the terms of this Contract. 2. The Presenter shall at all times have reasonable supervision, direction, and control over the services of Artist(s) on this engagement. If any Artist(s) have not been chosen upon signing of this Contract, the Artist(s) Representative, as agent for the Presenter and under his instructions, shall hire such persons and any replacements as are required. The essential identity of the Artist(s) as a unit shall not be altered by minor changes in personnel or in the name of the entertainment unit.
3. The Artist(s) and/or its undersigned Artist(s) Representative (individually and on behalf of the Artist(s)), agrees that the Deposit is to be paid to EastCoast. This Deposit is due and payable on the Deposit Due Date specified above. The Artist(s) agrees that EastCoast may retain its previously agreed upon fee ("EastCoast Fee") out of the Deposit. The Presenter is liable for payment of the Deposit to EastCoast and any unpaid amount of Deposit is not paid within five (5) days of the due date is subject to a late charge of 4.5% per month until paid, plus reasonable attorneys' fees as well as any other collection fees and costs incurred for collection. In the event the Deposit is paid to the Artist(s) failure of Artist(s) to pay the EastCoast Fee hereunder gives EastCoast an immediate cause of action against the Artist(s) for the amount of the EastCoast Fee, plus reasonable attorneys' fees, court costs, interest at the rate of 4.5% per month from the due date until paid, as well as any other collection fees and costs incurred.
4. If before the date of any scheduled performance it is found that the Presenter has not performed fully to its obligation under any other Contract with any other party for another engagement or that the financial credit of Presenter has been impaired, the Artist(s) may cancel this Contract. In the event that the Presenter does not perform fully all of its obligations herein, the Artist(s) shall have the option to perform or refuse to perform hereunder, and in either event the Presenter or the person signing for the Presenter, jointly and severally, shall be liable to the Artist(s) for the Gross Price set forth herein, plus reasonable attorneys' fees, court costs, and interest at the rate of 4.5% per month from the due date until paid, as well as any other collection fees and costs incurred. The Artist(s) are hired as a unit and any changes to the unit which significantly affect the Artist(s)' ability to meet the Presenter's reasonable expectations shall constitute Artist(s)' default and therefore no any payment under the terms of this Agreement ("Artist(s) Default"). In the event of Artist(s)' Default, the Presenter shall allow EastCoast to provide a reasonable substitute Artist(s) for the Services under the same terms and conditions of this Contract ("Substituted Services") and Presenter shall be liable to pay for the Substituted Services under the terms and conditions of this Contract.
5. Artist(s)' Representative shall enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. On behalf of the Presenter, the Artist(s)' Representative will distribute the amount received from the Presenter to the Artist(s), or in place thereof, provide a separate memorandum to the Presenter at or before the commencement of the Services including the proper disbursement to each individual Artist(s).
6. Neither the Presenter nor the Artist(s) shall have the right to cancel its obligations under this Contract unless such cancellation is based upon a force majeure event (as defined below) in accordance with the terms and conditions of this paragraph and subsequently agreed to in a writing signed by the Presenter, Artist(s) and ECE. For the purposes of this paragraph, a force majeure event ("Event") shall be defined as unforeseeable unavoidable and external causes or circumstances beyond the reasonable control and without fault or negligence of the party affected thereby, such as acts of God, governmental regulation, war, acts of terrorism, weather, floods, fires, accidents, strikes, order of civil or military authority, hostilities, rebellion, revolution, civil war, riot, curfew or interruption of transportation facilities, proven serious illness of the Artist(s), or other causes which wholly or partly prevent the performance of the contractual obligations, but specifically excluding (i) economic factors alone, and (ii) epidemics or pandemics. If an Event occurs, the Presenter, Artist(s), or ECE may initiate a request for cancellation of this Contract pursuant to this section by providing written notice with a reasonable time to each of the Presenter, Artist(s) and EastCoast, as applicable, stating specifically what Event they believe has occurred. A reasonable period of time shall be defined as no more than ten (10) and no fewer than two (2) days prior to the date of performance. If cancellation is requested under this section, and the Presenter, Artist(s) and EastCoast all agree in writing that an Event has occurred which would render the performance of the contract impossible and/or illegal, then the Performance shall be cancelled, and if paid, the Deposit and the Balance shall be refunded to Presenter except as follows: (i) if the Deposit and/or Balance has already been paid at the time of the foregoing cancellation decision to either the Artist or a third party, the Deposit and/or Balance are non-refundable unless otherwise agreed to by the Artist or third party, (ii) where the Deposit and/or Balance has not been paid to the Artist(s) and the Artist(s) was ready, willing and able to perform, and the Performance is cancelled due to an Event, Presenter shall reimburse Artist(s) for Artist(s)' out-of-pocket travel expenses incurred in attending or preparing to attend at the location of the performance; and (iii) twenty percent (20%) of the gross contract price shall be paid to ECE for services rendered. ECE may withhold the foregoing amounts from any Deposit or Balance already paid. This provision shall be the sole remedy of the Parties in the event either the Presenter or Artist seek to cancel the contract and/or excuse non-performance due to an Event. The Parties specifically agree that the common law doctrines of impossibility of performance, impracticability of performance and/or frustration of purpose shall be waived under the terms of this Contract. This provision is not self-executing by any Party, but requires agreement among and between the Presenter, Artist and ECE that an Event which would render the performance of the contract impossible and/or illegal has occurred.
7. Notwithstanding the provision of Paragraph 6, for outdoor shows, unless Presenter has an alternative indoor location acceptable to the Artist(s), Presenter assumes all weather-related risk and shall pay Artist(s) the full amount of the Gross Price in the event the performance is cancelled due to inclement weather. The only time an outdoor event may be cancelled pursuant to Paragraph 6 herein is if the weather-related risk would cause a similar indoor event to be cancelled.
8. Once signed by both parties, this Contract constitutes the sole, complete and binding Contract between the Artist(s) and the Presenter. EastCoast acts only as agent or consultant and assumes no personal responsibility or liability as between the Presenter and Artist(s).
9. The Presenter is responsible for filing IRS Form 1099, if applicable, on all payments made to the Artist(s) under this Contract, regardless of whether such payments are made to EastCoast, or to the Artist(s) directly.
10. The Presenter shall be responsible for any and all additional costs or expenses (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast) associated with or related to this Contract or for the performance of obligations under this Contract, including but not limited to (i) taxes, fees or other assessments imposed by any governmental or regulatory authority (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast), (ii) fees, assessments or other charges or requirements (venue-mandated rigging, audio-visual costs, electrical costs, and/or additional costs caused by union-venue Contracts) imposed by the performance venue, (iii) insurance requirement and related premiums required by the performance venue, and (iv) fees, assessments or other charges or requirements associated with the performance of copyrighted works.
11. The Presenter shall be responsible for any damage which occurs to the Artist(s)' equipment during the engagement if said damage is caused by either the Presenter or any person(s) attending the engagement either as a guest or member. Representatives of EastCoast are assured free and unrestricted access to the location of the Contract performance and during said performance.
12. In consideration of the services rendered by EastCoast, in securing this booking and other good and valuable consideration, receipt of which is acknowledged by the Artist(s) and the Artist(s) Representative, the Artist(s) and the Artist(s) Representative, jointly, individually and severally, agree to book all bookings from the above Presenter for a period starting on the Contract Date and ending twenty-four (24) months after the performance date set out above, through EastCoast ("Future Bookings"). It is further agreed that the Artist(s) or Artist(s) Representative will pay a placement fee equal to 20% of the gross price agreed upon, for Future Bookings and will refer all inquiries for Future Bookings for the Presenter to EastCoast. It is further agreed that any Future Bookings booking secured for the Artist(s) or Artist(s) Representative, whether by oral or written Contract from said Presenter for which EastCoast books the Artist(s), the Artist(s) will give EastCoast an exclusive right to represent Artist(s) in that account or for that Presenter for a period of twenty-four (24) months from the performance date set out above. EastCoast shall be entitled to an injunction to enforce its rights hereunder and to restrain any of the aforementioned unauthorized acts regarding competing with EastCoast.
13. Additionally, it is further agreed that neither the Artist(s), or the Artist(s) Representative, will not either individually, jointly, or severally, nor through another agent or manager, attempt to book other Artist(s) or entertainment of any type to said Presenter for a period of twenty-four (24) months after the performance date of this Contract. If said Artist(s), or the Artist(s) Representative breaches this Contract, they shall be jointly and severally liable for liquidated damages equal to 20% of the gross amount paid to any Artist(s), or entertainment of any kind, who is booked or performed for a Presenter in breach of the covenants contained in this Contract, plus reasonable attorneys' fees, court costs and legal interest related to the collection thereof.
14. Artist(s) are engaged by Presenter as an independent contract with respect to the Services herein.
15. Artist(s) understands and agrees that they are liable to Presenter for Artist(s) own acts of willful misconduct or gross negligence.
16. This Contract is executed and delivered in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of such state without regard to the choice of law provisions therein. The parties consent to venue in either Federal Court, Eastern District of Virginia, Richmond Division, or the Circuit Court in the County of Chesterfield and each party consents to personal jurisdiction in Virginia for the purposes of any action. State of Illinois, see MAC Rider #11.
17. The parties may execute this Contract in any number of counterparts. Any counterpart or composite of counterparts executed by one or more parties shall be admissible in any formal proceeding as legal proof of the executing parties' Contract and intent to be legally bound. Any party may execute and deliver a counterpart of this Contract to another party via Electronic Signature which includes (i) a telephonic facsimile, (ii) an electronically scanned signature inserted in the electronic copy of the Contract, (iii) an electronic signature, or (iv) an e-mail or other written electronic communication clearly evidencing acceptance and intent to be legally bound. The transmitting party's Electronic Signature shall have the same force and effect as an original physical signature on a physical counterpart delivered to the other party.
18. Each signatory to this Contract warrants and represents that he/she is authorized to sign on behalf of and to bind the party or parties on whose behalf he/she signs, and that he/she is not a minor and has legal capacity to contract.
19. No finding that any provision herein is invalid or unenforceable for any reason shall affect the validity or enforceability of the remaining provisions herein.
20. Any waiver by EastCoast of any term or provision of this Contract benefiting EastCoast shall not be considered as a waiver of any subsequent breach or breaches of any term or provision by said Artist(s), the Artist(s)' Representative or the Presenter. A waiver by any party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.
21. Nothing in the foregoing shall apply to contracts entered into after March 1, 2020. If the requested Contract cancellation is due to the COVID-19 viral outbreak, which term includes any subsequent COVID-19 related outbreak, epidemic, pandemic, or any other issues related to the COVID-19 viral outbreak ("COVID-19 related circumstances"), COVID-19 related circumstances shall not be considered an Event to excuse non-performance of this Contract pursuant to this paragraph 6. If the Presenter chooses not to reschedule the Performance as follows, no amount of the Deposit shall be returned to the Presenter for COVID-19 related circumstances. However, if COVID-19 related circumstances require non-performance of this Contract, the Presenter may send written notice to ECE no later than thirty (30) days prior to the scheduled performance date requesting to reschedule for a later date. For COVID-19 related circumstances, if the Artist, Presenter and ECE all agree in writing to reschedule the performance to a mutually acceptable date, the Presenter's Deposit and Balance shall be credited towards the rescheduled performance. If the Artist, Presenter and ECE determine that the performance cannot be rescheduled, then the Presenter shall be liable for all out-of-pocket expenses (examples include non-refundable prepayments for travel or production) incurred by the Artist due to the rescheduling of the performance date plus 50% of the gross contract price which shall be paid to ECE, and the remaining Deposit, if any, shall be refunded to the Presenter.

1%, per IL
local
government
prompt
payment
act

Presenter Initials

ER

**SIGN & RETURN****CONTRACT RIDER**

Date of performance: February 11, 2023

This rider regarding **The Second City** (hereafter referred to as Artist) is herein made a part of the attached contract.

- **Please read carefully prior to signing contract or rider.**
- **Presenter agrees to provide the following items and/or services in the manner specified.**
- **Please distribute a copy of this rider to all staff.**

***** COVID-19 UPDATES *****

The Second City is committed to maintaining safe & sanitary workspaces for our performers, your staff and all audiences, with attention to guidelines established by Actors' Equity Association (hereafter AEA), the union of Actors and Stage Managers. In light of the Covid-19 pandemic, we must guarantee the following protocols are met by all venues before a performance can be permitted. AEA's recommended guidelines can be viewed online at

[Actorsequity.org/Resources/Producers/Covid19-info/](https://actorsequity.org/Resources/Producers/Covid19-info/)

These parameters have been implemented in our venue in Chicago, Illinois. As states' statuses fluctuate, we will be in communication to check that each of these accommodations are implemented and still in line with state requirements. **All venues must provide a full list of COVID-19 house protocols no less than one month in advance so that we may approve the visit with AEA.**

VENUE MAINTENANCE

The Presented will provide open access to the most direct route for load-in and entrance to the venue, assuming Artist arrival in two full-size vehicles. The stage, backstage and any other common area used by the Artist (including door handles, surfaces, and seating) must be cleaned, disinfected and decontaminated prior to arrival and must remain exclusive to the Artist on day of performance.

PERSONNEL

Any personnel coming into contact with the Artist at the venue must be masked, free of fever and should be able to confirm a negative COVID-19 test within one week of the performance. As always, the Dressing Rooms and Green Rooms should be considered private and not accessible without the express permission of our Stage Manager.

AUDIENCE

The Artist will make every effort to eliminate direct interaction between performers and the audience. We ask that the Presenter collaborate in these efforts by implementing, at minimum, the following parameters:

1. No seating in front row of audience, or a minimum of ten feet of distance between the audience and the front of the stage.
2. All patrons must wear masks throughout the performance if seated less than 27 feet from the stage. Verification of vaccination is required for unmasked patrons.
3. Patrons refusing to respect safe distance and other preventative measures may result in the performance being suspended.

***More COVID-19 updates are highlighted in the tech rider with this bold outline, including Dressing Room setup, Hospitality alternative, Audience interaction, Sound logistics, Tech Booth specifics and our newly updated Code of Conduct.**

Thank you for your attention to these updates and for your collaboration in keeping everyone safe.

REHEARSAL

All technical set-up, including light focus, must be completed before Artist arrives on site, and the venue must be made available exclusively to Artist for a duration of two hours, beginning at least three hours prior to the time of the contracted performance. Sufficient personnel shall be present to assist in the load-in and, if needed, make adjustments. Said personnel must remain present on the premises until the technical rehearsal has been completed.

HOSPITALITY

Access: Please communicate any Parking Pass requirements and Wi-Fi access to Stage Manager upon arrival.

Dressing Rooms: In addition to the backstage area Presenter shall provide a Green room and two (2) safe, clean, lockable dressing rooms with private bathroom facilities close in proximity. Presenter agrees to be solely responsible for the security of all items in the dressing room area and shall keep all unauthorized personnel from entering the area. Dressing rooms need to be in immediate vicinity of the stage. If dressing rooms are not lockable, Presenter must provide a staff member to secure the room(s) whenever Artists are not in them.
An iron and/or steamer shall be available to the Artists in the dressing room area or Green room.

Best efforts should be made to provide six feet of distance for six performers and/or separate dressing rooms. Accessible bathroom must be equipped with hot water & soap. While we will travel with our own PPE, we request hand sanitizer to be accessible.

Refreshments: Upon Artist arrival Presenter shall have available in quantity sufficient for eight (8). This is a suggested list, so it can be tailored to your specific ensemble during the advance:

- Minimum 24 bottles of water (or access to clean drinking water)
- Assorted soft drinks (Sprite, Coke, Diet Coke, etc)
- Assorted juices (i.e.: orange, cranberry, apple, etc)
- Assorted energy drinks (Red Bull, Monster, etc)
- Fresh fruit, vegetables
- Fresh coffee with creamer, sweetener, sugar

Unless a Buyout has been pre-arranged, the Presenter to provide a hot meal for eight including vegetarian, vegan and/or gluten-free choice (when requested). Refreshment needs can be amended to reflect specific company needs three weeks prior to performance. Advance these details with Company Manager. Standard mealtime is 75 minutes prior to performance and is ideally accommodated on site to avoid travel issues prior to curtain.

During COVID, drinking water must still be provided upon arrival in a safe method. All other refreshments and meal requirements are suspended in place of a buyout of \$250.

Lodging: Housing is subject to Artist approval. If applicable, Presenter to provide lodging to include 8 single rooms in a clean, nonsmoking, safe, first-class hotel (NOT motel), ideally within walking distance or a 15-minute drive from the venue. Otherwise, please contact Company Manager to determine best location in order to facilitate routing. Per union restrictions, housing shall have doors leading to an inside hallway, rather than directly to the outdoors, unless housing is in a condominium or resort. Two bed/two bath suites are acceptable, provided that there are two separate and lockable bathrooms. Advance details with Company Manager. (Hotels that rate 3 stars or better on Hotels.com, TripAdvisor.com, or with AAA are preferred. It also can't hurt to avoid hotels reported by bedbugregistry.com.) An additional hotel buyout should be negotiated if Artist approval is not granted within two weeks of travel. Please inform the Artist if complementary parking or wifi is not available.

Travel: If providing traveling accommodations, contact Company Manager to confirm details.

BOX OFFICE

Reports: We request that Presenters provide weekly ticket counts to Producer beginning 12 weeks prior to the performance, as well as a final ticketing audit upon settlement, through a third-party ticketing vendor. Presenter agrees to provide a review of the show to Producer within one (1) week of performance date. Presenter acknowledges and agrees that any quotations provided may be utilized in future marketing promotional materials.

Front of House: Unless otherwise indicated on the face of the contract, the performance consists of two (2) acts, each approximately 45 minutes long, with an intermission. For late seating, please consult Artist's Stage Manager upon arrival to determine the best policy. Program materials are available 3-6 weeks in advance. For earlier deadlines, contact the Company Manager at touringcompany@secondcity.com.

Photo/Video restricted: Due to restrictions in our agreement with Actors' Equity, no photos or video of our performances are permitted. For permission to take promotional or archival photos, please contact touringcompany@secondcity.com.

Percentage dates: If applicable, Presenter agrees to have on hand at the end of engagement ticket manifest, unsold tickets and receipts for expenses for verification by Artist representative. In percentage situations when seating is more than 500 per night or over run of show, Presenter will supply to representative a detailed list of expenses, copies of receipts for expenses, and a copy of the ticket manifest within one week of the completion of engagement.

Comps: Presenter agrees to make ten (10) complimentary tickets available per show to Artist or its Agency. Artists' Stage Manager will provide a list of how the tickets are to be assigned no less than 2 hours prior to the performance. The unused portion may be placed on sale following receipt of that list.

Presenter agrees to give out no more than 2% of the house in complimentary tickets without prior written consent from Artist. Presenter will not change ticket prices without prior consent of Agency.

Merchandise: Our company does not travel with or sell merchandise for runs under two weeks.

Content Advisory: Please note that the Second City is known for over six decades of political and social satire, some of it relating to issues and situations more appropriate for an audience aged 17 and older. We would recommend that your marketing of this show include a notification along the lines of "may contain Adult or Mature Content," even if you've requested a profanity-free performance.

Audience Advisory: As our show is audience interactive, you may want to include language in your program and/or venue signage 1) to keep the aisles clear for actor traffic, 2) to encourage audience participation when it is requested by the cast, and 3) to ask that audience suggestions be in line with your house rules.

During COVID-19, our shows will reduce any direct physical interaction with audience, refraining from pulling people on stage and performing in the house. Audience mask requirements (see page 1) must be clearly posted and enforced by house staff.

Marketing Assets: Any promotional materials provided in our online marketing packet are approved for use. Photos or art found online from other sources must be approved by the Artist prior to print, social media posts and/or promotion of sales.

CODE OF CONDUCT

Harassment of any kind, including sexual and racial harassment, is prohibited and will not be tolerated. The Second City will not tolerate harassment of any kind by anyone, including client employees, vendors, co-workers, visitors or guests of the Second City.

The Artist reserves the right to abandon the performance in the case of harassment of any member of the ensemble.

TECH

Stage: Our stage must be at least eighteen feet (18') in width, sixteen feet (16') in depth, and two feet (2') high. Stairs stage right & stage left are required to enter and exit stage from backstage left and right. **Stairs must also be provided from the stage to the house in order to ensure ease of travel for audience members to the stage as needed.**

The stage should be mopped and disinfected prior to Artist arrival.

Crossover: Actors must be able to quickly cross from stage left to stage right without being seen by the audience. The width of the crossover should be at least five feet (5') and run the length of the stage. Ample running light must be provided throughout the backstage crossover and wing area.

Wing Area: Facilities that do not have a standard theatrical setting are required to provide curtains offstage left and right in order for the actors to enter and exit the stage without being visible to the audience. Wing areas should be large enough for six actors to make costume changes and store props.

Please see Appendix for examples of stage layouts.

Sound: We require a sound technician and a professional quality sound amplification system that is adequate for a theatrical performance for the size of your space. Sound equipment should be prepared and available for use prior to our rehearsal time. We will defer to your sound technician's opinion on which of the amplification options will result in our show best being heard by your audience:

A. Entire stage must be amplified for six actors. We require one of the following two options:

SIX (6) body pack radio transmitters (example: Sennheiser EW112-G3 or Shure QLX-D), with either over-the-ear microphones (example: Countryman E6). If Over-the-ear microphones are not available, lavalier microphones are also acceptable.

OR Floor microphones that do not impede the audience view and that provide adequate coverage. **Microphones on straight stands are not acceptable.** We recommend hypercardioid floor mounted microphones (example: Crown PCC160) OR pressure zone microphones (example: Shure MX393/O Microflex Boundary Microphone). If floor mics are not available, hanging microphones will work, though with more limited coverage.

B. TWO (2) wireless microphones (example: Shure SLX24/SM58) on straight stands placed backstage left and right are required. If necessary, wired microphones can work with enough cable to move the stands downstage center plus an additional six feet. **If the cast will be wearing wireless mics, two wireless handhelds will be required for audience participation needs.**

For all microphones being used, all precautions must be taken in order to avoid potential of COVID-19 transmission between Artist and sound technicians, including but not limited to 1) sterilized microphones and belt packs being placed in Artist's dressing room or common area prior to arrival, 2) Artist given liberty to tape their own microphone, 3) sound technician will be provided time to troubleshoot issues during sound check

without physical contact being required, and 4) Artist will provide their own belts should the performers require them to hold Presenter's belt packs.

C. ONE (1) God microphone at the light board.

D. A **PIANO**, downstage left, tuned to A-440 pitch and miked, with adjustable bench. Piano may be moved slightly during rehearsal. May substitute with an 88-key weighted keyboard with a sustain pedal. (If keyboard, see NOTE in (F) below.)

E. A single microphone to amplify the piano.

F. ONE (1) **Stereo Direct Input-Box** (or TWO (2) single-channel DI boxes) by the piano for our mixer to be patched directly into the house system (All of the piano player's equipment and the show's sound cues will run thru our mixer). **NOTE:** An additional DI Input will be required for your keyboard, if being used.

G. A standard power strip and a small table for equipment by the piano.

H. THREE (3) monitors must be provided, one stage left and one stage right to enable actors to hear each other during the performance, and one for the Artist's Music Director located downstage left, on a separate mix.

I. In the event that the venue does not have an adequate house speaker system that can provide loud and clear amplification, alternate speakers must be provided in order to ensure that the entire audience is capable of hearing the performance well.

In cases where live video streaming of the performance has been approved by and negotiated with the Artist, Presenter is fully responsible for providing all necessary tech, including but not limited to camera, lighting and sound equipment, which may vary from the stage requirements listed here. All crew stationed in the room shall be masked. Additional time may be required for tech rehearsal. This approval does not constitute permission to record the performance.

Lighting: Presenter shall provide a modern theatrical lighting console suitable for the lighting requirements described below (example: ETC Ion). Unless the Presenter is in an IATSE house, the Artist's Stage Manager will run the light board for the duration of the show. All lighting should be focused as downstage as possible. Nine (9) submasters should be programmed exactly as follows and prepared and available before rehearsals commence:

- a. A full neutral, or no color front wash of the entire stage (no color, i.e. R02 or R33)
- b. A full blue wash of the entire stage - moderate to low density (R81)
- c. A full red wash of the entire stage - moderate to low density (R26)
- >b. & c. can be covered by a single LED wash, if applicable
- d. A stage right area* - neutral or non color
- e. A stage center area* - neutral or non color
- f. A stage left area* - neutral or non color
- g. A stage right spot - neutral or non color
- h. A stage center spot - neutral or non color
- i. A stage left spot - neutral or non color

**The areas should be front light – down light may be used to supplement the areas. Down or back light for the no color areas and wash is not acceptable. The instruments used for the three areas can be cross-patched to supplement the full neutral wash, if instrument inventory is low. The system must allow at least the following:*

- a. The ability to illuminate the entire stage*
- b. The ability to darken the house (seating area) to full black*
- c. The ability to produce slow fades and rapid blackouts*

Booth: House lights and stage lights should all be controlled from one location by Artist's Stage Manager on site. From this site, the Artist's Stage Manager must be able to clearly view and hear the performance and to easily communicate with the sound technician without disturbing the performance. If this is not possible adequate personnel and communications must be provided (i.e.: Clear-Com). We require a "god" mic located by the lighting console for Artist's Stage Manager to communicate with the cast during the technical rehearsal.

If the Artist's Stage Manager is required to be one of multiple inhabitants of a booth, all occupants must wear masks if six feet of distance cannot be maintained. God mic must be sterilized prior to Stage Manager's use.

Backstage: The backstage area should provide the following: two six foot (6') tables for prop storage (placed in the wings with adequate lighting), one coat rack with hangers, two full length mirrors (placed backstage right and backstage left) and adequate running lights for the actors to move safely backstage during blackouts. Any obstacles and potential dangers should be removed from the backstage and wing areas prior to our technical rehearsal. Any cable runs should be carpeted over and taped down.

Artist will use no or minimal costumes and props during COVID in order to cut down on sterilization needs, reducing need for on-site storage.

Chairs: SIX (6) identical, lightweight chairs without arms in good condition, preferably Bentwood or some other lightweight construction, for use on-stage. Folding chairs are not acceptable. These chairs should be placed onstage before start of rehearsal.

Presenter agrees to contact Producer regarding any difficulties in meeting contract or rider requirements.

DocuSigned by:

Presenter _____
Ellen Roberts, VP Administrative Affairs

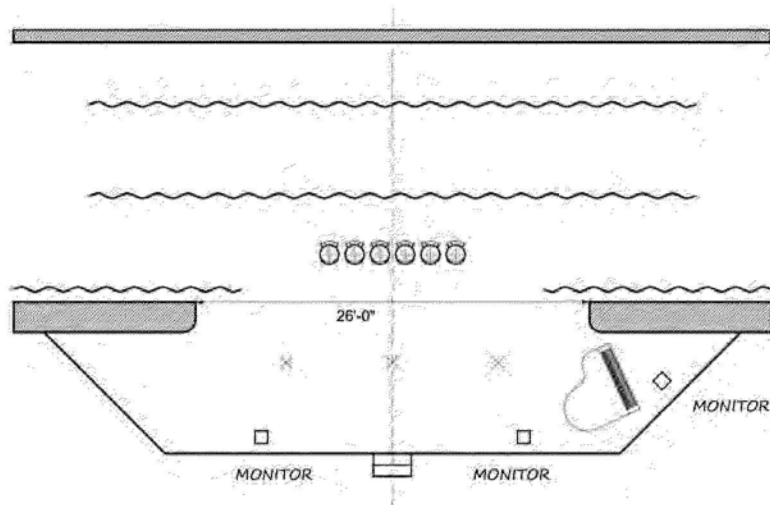
Date 10/17/2022 _____

For contract information, please contact:
ECE Touring
(t) 800-277-6874 ecetouring.com

For technical assistance, interviews, travel & hospitality:
Joe Ruffner, Producer
(t) 312-799-2682 jruffner@secondcity.com

APPENDIX: THE SECOND CITY STAGE DIAGRAMS

I. PROSCENIUM

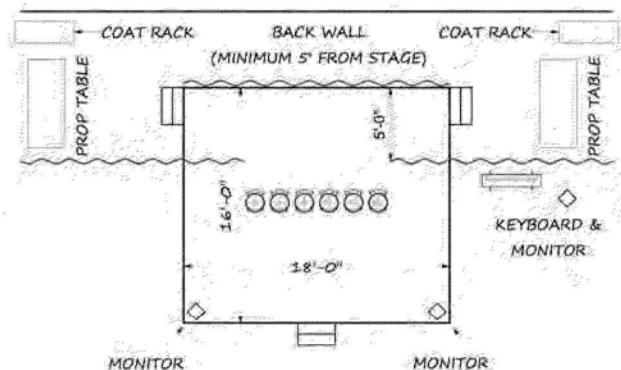
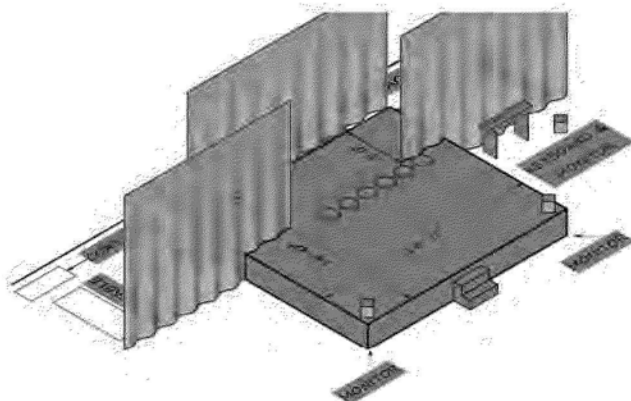


Drawing indicates rough layout of a hypothetical 26' proscenium space.
Note that the minimum distance between a back wall and a curtain closed for crossover is 60".
In deep spaces, a mid-stage traveler should be closed to reduce travel distance for performers.

X's on stage indicate focus position for three acting areas and spotlights detailed in the rider.
Note that the piano is beyond those areas (though it would be included in the general wash).

The piano should be situated such that the player has clear sight lines of the performance area without impeding the audience's view of the show.
To that end, in spaces without an apron, the piano can be placed up stage left, above the "chair line," provided that there is adequate room for actors to exit down stage of its placement.

II. PIPE AND DRAPE



Drawing indicates minimum size of temporary stage, and relative positions of keyboard, stair units, and pipe and drape masking.

Please note that the masking on either side of the stage should extend far enough to conceal the actors from view while they are back stage.



1616 North Wells Street
Chicago, IL 60614
(t) 312 664 4032
(f) 312 664 9837
www.secondcity.com

About six weeks prior to your engagement, our Production Manager will confirm:

- Technical & Production Logistics
- Logistics for Workshops & Outreach
- Approval of Travel, Hotel & Hospitality
- Promotional & Program Material Requests

Should you have other questions in advance, feel free to contact us directly:

The Second City

Creative:

Anneliese Toft, Creative Director / Jon Carr, Executive Producer
atoft@secondcity.com / jcarr@secondcity.com

Logistics:

Joe Ruffner, Touring GM / Elizabeth Howard, VP Production
jruffner@secondcity.com / ehoward@secondcity.com

Contract & Marketing:

Abby Wagner, VP Success
awagner@secondcity.com

To Schedule a Talent Interview

Email press@secondcity.com

Exclusive Agency

ECE Touring, a division of East Coast Entertainment
Kris Kaminski, Managing Partner
kkaminski@ecetouring.com
800.277.6874
804.353.3407 FAX

The Second City®

TOURING COMPANY

PERFORMANCE INFORMATION SHEET

Please complete and return with the signed contract

CLIENT INFORMATION

Company College of DuPage
 Address 425 Fawell Blvd
 City/State/Zip Glen Ellyn/IL/60137
 Email martinezd59@cod.edu

Contact Diana Martinez
 Phone 630-942-4000
 Fax 630-942-3905
 Website AtTheMAC.org

VENUE INFORMATION (Note: It is the Presenter's responsibility to provide the Technical Requirements outlined in our Contract Rider. Please give a copy of this rider to your Audio/Visual contact as soon as possible (ESPECIALLY FOR HOTELS) to ensure you get a timely estimate and are not surprised by hidden costs.)

Venue Name McAninch Arts Center
 Address 425 Fawell Blvd
 City/State/Zip Glen Ellyn/IL/60137
 Email hopper@cod.edu

A/V Contact Joe Hopper
 Phone 630-942-2913
 Fax 630-942-3002

PLEASE GIVE DIRECTIONS TO THE VENUE FROM MAJOR HIGHWAYS AND ENCLOSE A MAP OF THE AREA:

PERFORMANCE INFORMATION:

Day of Show Contact Joe Hopper Phone 630-942-2913
 Date(s) of Performance(s) 02/11/2023
 Show Time(s) 5pm & 8pm

Time of set-up _____ Doors Open at 4:30pm & 7:30pm

(We need exclusive access to the venue for a length of 2 hours immediately preceding the time doors are opened for seating. This time period is for a technical check and rehearsal, during which we will need access to the appropriate technical personnel.)

Please provide an itinerary of events for the evening:

General make-up and orientation of the audience:

FOR PERFORMANCES OUTSIDE THE CHICAGOLAND AREA:

If lodging is a required part of the Contract, please list:

1. The name, address, phone number and contact for the hotel.
2. Confirmation numbers.
3. Directions from major highways & a map.

Is there anything else we should know?

The Second City
Second City Theatricals
1616 N. Wells Street
Chicago, IL 60614

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Wednesday, April 20, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **The Second City Touring Company** (herein known as ARTIST).

Relationship / Provisions

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

Payment

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

Insurance / Indemnity / Force Majeure / Cancellation

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

Choice of Law and Forum

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

Tech / Hospitality Rider

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

Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

License / Permits

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

20. PURCHASER confirms that it is the sole responsible authority for the venue.

21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

Tobacco / Alcohol / Drug Clause

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

Sponsorship

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

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

a. High resolution (300 dpi or higher) electronic photos

b. Press kit including bio, reviews, photos

c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

Performance Radius

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

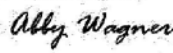
COVID-19 Protocol

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

COLLEGE OF DuPAGE
McAninch Arts Center

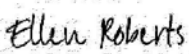
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

DocuSigned by:

By: _____
58773FB0EA4F4D5
Artist
or Artist Representative

Date: 05/03/22

8/15/2022 | 12:48 PM CDT
Date: _____

DocuSigned by:

By: _____
49066CF0BC3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

10/17/2022
Date: _____

McAninch Arts Center
Contact Information

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment – Ellen McGowan	630-942-3009, mcgowan@cod.edu
Box Office - Julie Elges	630-942-3017, elgesj@cod.edu
Production Advance – Joe Hopper	630-942-2913, hopper@cod.edu
Education Coordinator – Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



THESECO-01

JAMIEGARGIULO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

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 NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No): E-MAIL ADDRESS:
INSURED The Second City, Inc. 1616 N Wells St Chicago, IL 60614	INSURER(S) AFFORDING COVERAGE INSURER A : Navigators Insurance Company INSURER B : Hartford - Rated Multiple Companies INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 42307 00914

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			LA22NCP022114-00	7/31/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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			LA22NCP022114-00	7/31/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			LA22UMPZ0BM28IV	7/31/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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	12WEAL1S12	7/31/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

College of Dupage is included as additional insured where required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

MCANINCH ARTS CENTER AT COLLEGE OF DUPAGE 425 FAWELL BOULEVARD 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
--	---

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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 connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, 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;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: RE: For Review/Approval - COI-EP Second City
Date: Friday, October 14, 2022 7:35:22 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: Thursday, October 13, 2022 1:51 PM
To: Gieschen, Philip <giesche@cod.edu>
Subject: For Review/Approval - COI-EP Second City

Hi Phil,

Please see attached for the COI & Endorsement from Second City. They will perform at the MAC in Dec 22 & Feb 23.

Please let me know if this is acceptable, or if you have any questions.

Thank you,
Molly

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

Check Request Second City 02/11

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

Fri, Jan 13, 2023 at 04:05 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for Second City. This is the final payment for their performance on 02/11/23.

NOTE: Ellen McGowan will pick up check 01/20/23.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Second City Inv TR23-BSTCTYBAL 9750.00 Best of Second City Artist Fee Final 02-11-23.pdf