

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1676741  
Vendor Name: Tyler Hilton DBA Eve's Iris  
Invoice Number: TR23-TYHILBAL  
Invoice Date: 11/30/2022  
PO Number:  
Check Number: E0093106  
Check Amount: \$ 2,397.50  
Check Date: 01/11/2023  
Voucher Number: V0767515  
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: 11/30/22 Vendor ID: 1676741 Vendor Name: Tyler Hilton DBA Eve's Iris  
 Payee Address: 1321 Upland Dr, #5986 Houston, TX 77043 Payment Due Date: 01/13/23

| Invoice Number | GL Account number(s)<br>e.g. 01-80-00757-5401001 | GL Account Name<br>e.g. Office Supplies   | Amount             |
|----------------|--|---|--------------------|
| TR23-TYHILBAL  | 05-60-11601-5309004                              | AUX MAC Touring: Performing Arts Services | 2,397.50           |
|                |  |   |                    |
|                |  |   |                    |
|                |  |   |                    |
|                |  |   |                    |
| <b>Total</b>   |  |   | <b>\$ 2,397.50</b> |

Check the appropriate box below:

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

Description on Check:

Artist Fee Tyler Hilton 01/15/23 (Final)

Other Instructions:

Final Payment & Hotel Buyout for performance on 01/15/23. Performance Contract & COI attached.

460 Artist Fee (2187.50) 458 Artist Hotel (210) TR23\_HOTCLUB

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

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2023.01.03 09:44:03 -06'00' Print Name: Molly Junokas  
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.12.01 10:22:54 -06'00' Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$5,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

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

## Check Request Form (cont.)

### Processing a Check Request:

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

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

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



Contract #:  
Agent:  
Phone:

6471  
Jack Randall  
617 254 0007

Whenever the term "the Local Union" is used in this Contract, it shall mean the Local Union of the Federation with jurisdiction over the territory in which the engagement covered by this Contract is to be performed. The Kurland Agency acts only as an agent for Artist and assumes no liability hereunder. This Contract for the personal services of musicians on the engagement described below between **McAninch Arts Center at College of DuPage** (herein called "Purchaser") and **Eves Iris Inc.** (Herein called "Artist") is made on this date, **Monday, June 13, 2022**.

1. **Artist:** **Tyler Hilton**

2. **Billing:** Hot Club of Cowtown and Tyler Hilton: Celebrating Elvis Presley's records from Sun Studios

3. **Billing Type:** 100% Co-Headline Billing

4. **Venue:** **McAninch Arts Center at College of DuPage**  
425 Fawell Blvd.  
Glen Ellyn, IL  
United States

5. **Sellable Capacity:** 781

6. **Engagement Information:** **Sunday, January 15, 2023** **No. Shows: One (1)**  
~~2:00pm~~ - Show 4:00pm

7. **Announce Date:** TBD **On-Sale Date:** TBD

8. **Deal:** \$4,375.00 USD Flat Guarantee

9. **Additional Provisions:** 15 minute Q&A after performance  
PURCHASER TO ADDITIONALLY PROVIDE:  
SOUND AND LIGHTS: Professional sound and lights (subject to artist's approval)  
HOTEL: Two (2) single rooms on January 15, 2023  
TRANSPORTATION: N/A  
BACKLINE: N/A  
HOSPITALITY: Per artist rider **ASAP**

10. **Contract Due Date:** Buyer signed contract and rider due to The Kurland Agency no later than ~~Monday, July 11, 2022~~

11. **Deposits:** All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned) by Check Payable to The Kurland Agency or ACH

| <u>Due Date</u>         | <u>Amount</u> |
|-------------------------|---------------|
| <del>Jul 11, 2022</del> | \$2,187.50    |

ASAP after full execution of contract

**12. Deposit Remittance:****DEPOSIT MAILING INFO:**

Attention: Jack Randall  
 The Kurland Agency  
 173 Brighton Ave.  
 Boston, MA 02134  
 Check Made Out To: The Kurland Agency

**DEPOSIT BANK WIRE INFO:**

\*NOTE NEW TKA BANK DETAILS\*

Bank Name: JP Morgan Chase Bank, N.A.  
 Bank Address: 880 Commonwealth Ave, Boston, MA 02215  
 Account Name: The Kurland Agency, Inc.  
 Account #: 838973391  
 ACH Routing #: 021000021  
 Wire Routing #: 021000021  
 SWIFT Code: CHASUS33 (Intl wires only)  
 Bank Phone #: (508) 250-6573

Purchaser must pay any fees accessed by their bank and payments sent to TKA must be net of any fees their bank charges for ACH or wire transactions.

All bank transfer documents must be emailed to The Kurland Agency on the day of the transfer and given to the artist prior to the performance.

**13. Balance Remittance:**

Payable by ACH ONLY to Eves Iris Inc. ACH information available upon advance.

Vendor will be sent ACH payment setup instructions via email by College.

**14. Tickets:**

| <u>Tier</u> | <u>Quantity</u> | <u>Comps/Kills</u> | <u>Ticket Price</u> | <u>Total</u> |
|-------------|-----------------|--------------------|---------------------|--------------|
| Gold Circle | 40              | —                  |                     | \$0.00       |
| Main Floor  | 486             | —                  |                     | \$0.00       |
| Balcony     | 255             | —                  |                     | \$0.00       |
| Totals      | 781             | —                  |                     |              |

Gross Potential:

Net Potential:

Ticketing Notes

Artist to receive Ten (10) comps

**15. Event Contacts:****Promoter Company**

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

**Talent Buyer**

Diana Martinez  
 Phone: (630)942-3007  
 Email: martinezd59@cod.edu

**Production**

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

**Box Office**

Julie Elges  
 Email: Elgesj@cod.edu

**16. Expenses & Deal Calculations:****Fixed Expenses: (Estimated)**

Subtotal:

**Variable Expenses: (Estimated at Sell-Out)**

Subtotal:

**Artist Guarantee(s):**

Tyler Hilton \$4,375.00  
 Subtotal: \$4,375.00

**Total Expenses:**

Total Fixed Exp: —  
 Total Guarantee(s): \$4,375.00  
 Total Variable Exp: —  
 Break Even: \$4,375.00

**Deal Calculations**

Net Potential —  
 Total Est. Expenses \$4,375.00  
 Walkout Potential \$4,375.00

a) No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.

b) It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provisions hereof.

c) A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.

d) The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If the event is cancelled as a result of any such event, any moneys paid to artist, artist's rep or The Kurland Agency shall be immediately refunded to purchaser.

-- RIDER ATTACHED HERETO HEREBY MADE PART OF THIS CONTRACT --

IN WITNESS HEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

DocuSigned by:  
By: x Ellen Roberts 10/4/2022  
100000F0B09F125...  
SIGNATURE OF PURCHASER DATE  
Ellen Roberts

By: x Tyler Hilton 09/25/22  
SIGNATURE OF ARTIST DATE  
Tyler Hilton

ARTIST CONTACT:  
Corey Balsamo  
TeamTylerHilton@gmail.com  
631-404-2416

**STANDARD TERMS AND CONDITIONS**

**PRODUCTION CONTROLS:** Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

**ARTIST'S COMPENSATION:** If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

**BALANCE OF GUARANTEE:** The balance of the Guarantee shall be paid to Artist per terms of contract no later than the scheduled engagement date if Purchaser fails to present the engagement.

**OVERAGES:** All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

**ROYALTIES:** Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

**WORK PERMITS AND VISAS:** ~~Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.~~ N/A

**CONFIDENTIALITY:** Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

**ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE:** If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

**BILLING:** Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

**USE OF ARTIST'S NAME AND IMAGE:** Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance.

Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

**MERCHANDISING:** Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall ~~have no right to share in the proceeds from the sale of such merchandise.~~ receive 20% of sales, per offer.

**STAGE SEATS:** It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

**PROMOTION:** Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

**TICKETS:** All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii)

the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

**INDEMNIFICATION:** ~~Purchaser shall defend, indemnify and hold harmless Artist; and any and all employees of Artist and any and all representatives of Artist~~ <sup>Both Parties</sup> ~~from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.~~ <sup>each other</sup> ~~either party~~

**INSURANCE:** Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, ~~Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance.~~ Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder. ~~Artist shall provide Certificate of Insurance and Endorsement Page, see MAC Rider #8~~

**PURCHASER'S DEFAULT/CANCELLATION:** If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

**ARTIST'S CANCELLATION:** Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

**FORCE MAJEURE:** If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. ~~Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement. A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; pandemic; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.~~

Any deposit paid to Artist by Purchaser shall be refunded or both parties will make every effort to reschedule the date within 18 months, with the deposit applying towards the rescheduled performance. See MAC Rider #9

**INCLEMENT WEATHER:** Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

**LIMITATION OF LIABILITY:** In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

**NOTHING CONTRARY TO LAW:** Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

**ENTIRE AGREEMENT:** These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York, and the state and federal courts located in ~~New York County in the State of New York~~ <sup>the State of Illinois, see MAC Rider #11</sup> shall have exclusive jurisdiction over any matters pertaining hereto.



This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

# TYLER HILTON

## TECH & HOSPITALITY RIDER 2021

### **Production:**

- (2) Two DIs for acoustic guitar(s)
- (1) One Vocal Mics w/ boom stand
- (3) Monitor Wedges
- (2) Guitar Stands

### **Hospitality:**

6 pack Coconut Water or Gatorade

Red Bull \*\*Regular\*\*

Mixed Nuts

Catered meal offerings on premises (if available)

### **Contact:**

**Tour Manager:** Corey Balsamo

(631) 404-2416 // [coreybalsamo@gmail.com](mailto:coreybalsamo@gmail.com)

**Tour Agent:** Max Dvorak

(608) 345-1905 // [max@thekurlandagency.com](mailto:max@thekurlandagency.com)

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

This Rider, dated **Tuesday, June 21, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Eves Iris Inc.** (herein known as ARTIST).

**Relationship / Provisions**

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

**Payment**

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

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

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

**Choice of Law and Forum**

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

**Tech / Hospitality Rider**

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

### **Ticketing**

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

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

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

### **License / Permits**

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

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

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

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

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

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

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

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

### **Sponsorship**

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

### **Merchandising / Concessions**

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

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

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

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

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

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

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

### **Performance Radius**

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

### **COVID-19 Protocol**

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

**COLLEGE OF DuPAGE**  
**McAninch Arts Center**

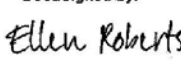
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: 07/25/22

Date: 09/25/22

DocuSigned by:  
  
By: 48066CEDBC3E425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

10/4/2022  
Date: \_\_\_\_\_

---

**McAninch Arts Center**  
**Contact Information**

|                                     |  |
|-------------------------------------|--|
| Director - Diana Martinez           | 630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a> |
| Contracts/ Payment – Ellen McGowan  | 630-942-3009, <a href="mailto:mcgowan@cod.edu">mcgowan@cod.edu</a>         |
| Box Office - Julie Elges            | 630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>           |
| Production Advance – Joe Hopper     | 630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>           |
| Marketing/Edu Coord – Janey Sarther | 630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>         |
| Fax                                 | 630-942-3002   |
| Ticket Office                       | 630-942-4000   |
| Web Site                            | AtTheMAC.org   |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

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

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

| <b>PRODUCER</b><br>American Agents and Brokers Inc.<br>Group VII Services, Inc.<br>19 Fulton Street 308A<br>New York NY 10038 | <b>CONTACT NAME:</b> Kristin Hjelm<br><b>PHONE (A/C, No, Ext):</b> (212) 349-3390 <b>FAX (A/C, No):</b> (212) 202-5034<br><b>E-MAIL ADDRESS:</b> kristin@ameragents.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Great Divide Ins. Co.</td> <td>25224</td> </tr> <tr> <td><b>INSURER B:</b> Tri State Insurance Company of Minnesota</td> <td>31003</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Great Divide Ins. Co. | 25224 | <b>INSURER B:</b> Tri State Insurance Company of Minnesota | 31003 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|---|---|-------------------------------|--------|---|-------|--|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Great Divide Ins. Co.   | 25224   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Tri State Insurance Company of Minnesota  | 31003   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>   |   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>   |   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>   |   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>   |   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Eve's Iris Inc.<br>1321 Upland Drive<br>Houston TX 77043  |   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** College of DuPage      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b>  | Y         |          | CNA7508408-13 | 03/10/2022              | 03/10/2023              | EACH OCCURRENCE \$ 1,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                            |
|          |  |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000   |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | GENERAL AGGREGATE \$ 1,000,000  |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 1,000,000   |
|          |  |           |          |               |                         |                         |   |
|          | <b>AUTOMOBILE LIABILITY</b>  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$  |
|          | <input type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          |  |           |          |               |                         |                         |   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         | AGGREGATE \$  |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>   |           |          |               |                         |                         |   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | N/A       |          | WCA7501059-15 | 03/10/2022              | 03/10/2023              | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | 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)

The College of DuPage, it's trustees, officers, agents, employees, and other parties designated by COD are included as additional insured, for general liability, on a primary non-contributory basis, as required by contract

performance on/about 1/15/2023

## CERTIFICATE HOLDER

## CANCELLATION

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

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**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: For Review - COI Tyler Hilton  
**Date:** Tuesday, September 27, 2022 12:23:00 PM

---

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:** Monday, September 26, 2022 10:54 AM  
**To:** Gieschen, Philip <giesche@cod.edu>  
**Subject:** For Review - COI Tyler Hilton

Hi Phil,

Can you please review the attached COI for a performer, Tyler Hilton, who will play at the MAC on 01/15/23 and let me know if it looks acceptable?

Please let me know if you need anything else.

Thanks,  
Molly

**From:** [Hopper, Joe](#)  
**To:** [McGowan, Ellen](#)  
**Cc:** [Junokas, Molly](#)  
**Subject:** Hotel Buyout for Tyler Hilton  
**Date:** Wednesday, December 28, 2022 2:38:47 PM  
**Attachments:** [image001.png](#)

---

Hi Ellen and Molly,

Tyler Hilton is requesting a hotel buyout for his two rooms. Is it possible to get a \$210.00 check issues to Eve's Iris Inc? Thanks!

Best,

Joe Hopper

Production Manager  
Rentals Manager

630-942-2913 office  
630-942-3002 fax



College of DuPage  
425 Fawell Blvd  
Glen Ellyn, IL 60137

[www.AtTheMac.org](http://www.AtTheMac.org)



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

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**Check Request - Tyler Hilton dba Eve's Iris Final Payment**

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

Tue, Jan 3, 2023 at 04:31 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for Tyler Hilton dba Eve's Iris. This is the final artist payment and hotel buyout for Tyler Hilton's show on 01/15/23.

**Payment should be sent ACH on 01/13/23.**

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

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

---

**1 attachment**

Tyler Hilton dba Eve's Iris Inv TR23-TYHILBAL 2397.50 Tyler Hilton Artist Fee Final 01-15-23.pdf