

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1463704
Vendor Name: Black Humour, Inc.
Invoice Number: TR23-LBLACKDEP
Invoice Date: 3/27/2023
PO Number:
Check Number: 0310955
Check Amount: \$ 8,750.00
Check Date: 04/11/2023
Voucher Number: V0780853
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.



Contract #: 1143565
 Agency License:: TA000250981
 Agent: Joe Schwartz
 Phone: (310) 579-9916
 Schwartz.J@unitedtalent.com

Agreement made Thursday, September 1, 2022 by and between **Black Humour, Inc. F/S/O Lewis Black** ('Artist') and **McAninch Arts Center** ('Purchaser').

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

If you are a Ticketmaster venue, please set up the following Tcode: NTL - UTQ.

1. Artist:	Lewis Black	
Loanout/Producer:	Black Humour, Inc.	Tax ID: 13-4097176
2. Billing:	100% Headline	
3. Engagement Venue:	McAninch Arts Center 425 Fawell Blvd Glen Ellyn, Illinois 60137 United States	
4. Date of Engagement:	Saturday, May 20, 2023	No. Shows: One (1)
5. Schedule:	7:30pm - Show	
6. Deal:	\$35,000.00 USD Flat Guarantee PLUS \$1,000 bonus at sellout (800 sold).	
Walkout Potential:	\$35,000.00	

Plus
 2500 Support Act
 1250 Travel Buyout
 300 Food Buyout

7. Additional Provisions: The Purchaser agrees to provide and pay for High Quality Sound and Lights to meet with Artist specifications and approval.

Lewis Black Fan Club tickets will be held for purchase by Fan Asylum, Inc (hereafter referred to as FA) on behalf of Lewis Black Fan Club members. The quantity of tickets held will be determined by FA & Stark Raving Black Productions (SRBP). The show cannot go on sale (including any pre-sales) until the Fan Club ticket holds have been approved by FA & SRBP.

Purchaser must contact Lora Beard, lora@fanasylum.com, to arrange fan club holds before on sale.

All marketing/on sales must be approved by Kirstyn Schwartz, Schwartz_K@unitedtalent.com.

Any other performer(s) must be approved in writing by Artist's management and/or United Talent Agency. All support artists are at the sole expense of Purchaser unless otherwise agreed to in writing.

Any and all box office and/or credit card "commissions" reflected in the final settlement will be in the context of ticket sales onsite at the venue box office and not a reflection of any sales by a 3rd party ticketing system (i.e. Ticketmaster and Live Nation ticketing) without the written authorization of the Artist's agent.

If the Purchaser charges more than the agreed upon ticket price stated on the face of this contract, or admits more patrons into the room than the agreed upon capacity – the Artist will receive 100% of the difference between the contract price and amount of the actual ticket charge and/or Artist will receive 100% of the difference the specified capacity and the actual amount of guests admitted.

Promotions or co-promotions with any radio station require prior written approval of Artist.

All security personnel must be clearly identifiable as security personnel.

Artist is not required to render any services or engage in any activities other than as outlined within this contract.

Purchaser acknowledges and understands that all comped and VIP tickets must be reported to industry trades as cash tickets sold.

Any language that may have been contained in Purchaser's offer, which is not included in this agreement, shall not be considered part of the contract.

There will be no origination fees for the live stream post show.

Purchaser to make 20 tickets priced at \$25 available for college students who show school ID.

There will be no meet and greets.

Support TBD Per Artist - \$2500

Purchaser to provide Artist with travel buyout of \$1,250.

8. Merchandise: 80% Artist/20% Purchaser All Merchandise.

9. Payments: All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

<u>Due Date</u>	<u>Amount</u>	<u>Comments</u>
Apr 20, 2023	\$8,750.00	25% of guarantee
May 20, 2023	\$2,500.00	Support Buyout
May 20, 2023	\$1,250.00	Artist travel buyout
May 20, 2023	\$26,250.00	Balance plus any due overages

Deposit Remittance: **PAYMENT MAILING INFO:**
Attention: Jackie Knobbe
United Talent Agency
9336 Civic Center Drive
Beverly Hills, CA 90210
Check Made Out To: Black Humour, Inc.

BANK WIRE INFO:
United Talent Agency, LLC
C/O City National Bank
Credited To: Black Humour, Inc.
400 N. Roxbury Dr Beverly Hills, CA 90210
ABA Routing: 122-016-066
Account: 101-813-436
Swift: CINAUS6L

Balance Remittance: The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the performance via ~~certified/cashier check or money order~~ per the artist's discretion.
~~College Check or ACH Payment, see MAC Rider #5~~

All overage monies are due to Artist immediately following the performance herein via ~~certified/cashier check or money order~~ per the artist's discretion.
~~College Check or ACH Payment, see MAC Rider #5~~

10. Purchaser Signed Contract:

Purchaser signed contract and rider due to United Talent Agency no later than Thursday, April 20, 2023

11. Event Contacts:

Purchaser Company
 McAninch Arts Center
 425 Fawell Blvd
 Glen Ellyn, Illinois 60137
 (630) 942-4000
<http://www.atthemac.org/>

Purchaser
 Diana Martinez
 425 Fawell Blvd
 Glen Ellyn, IL 60137
 Phone: 6309423007
 Email: martinezd59@cod.edu

12. Tickets:

<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
Gold Circle	20	-	\$80.00	\$1,600.00
Gold Circle 2	20	-	\$66.40	\$1,328.00
P1	281	-	\$72.00	\$20,232.00
P1 Sub	337	-	\$59.76	\$20,139.12
P2	87	-	\$62.00	\$5,394.00
P2 Sub	18	-	\$51.46	\$926.28
P2 50% off	37	-	\$31.00	\$1,147.00
Totals	800	-		
Gross Potential:				\$50,766.40
Net Potential:				\$50,766.40

Ticketing Notes

Comps: 20 on top

13. Expenses:

Fixed Expenses:

Advertising	\$7,000.00
Catering	\$300.00
Buyout	
Stagehands	\$150.00
Cleanup	\$500.00
Box Office	\$500.00
Support	\$2,500.00
Artist Travel Buyout	\$1,250.00
Credit Card	\$1,233.62
Subtotal:	\$13,433.62

Variable Expenses:

Subtotal:

Artist Guarantee(s):

Lewis Black	\$35,000.00
Subtotal:	\$35,000.00

Total Expenses:

Total Guarantee(s):	\$35,000.00
Total Fixed Exp:	\$13,433.62
Total Variable Exp:	-
Break Even:	\$48,433.62

Deal Calculations

Net Potential	\$50,766.40
Total Est. Expenses	\$48,433.62
Walkout Potential	\$35,000.00
Average Ticket Price	\$63.46
Break Even # Tickets (avg):	764

It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

DocuSigned by:

Ellen Roberts

By: x

49066CE08C3F425

SIGNATURE OF PURCHASER

Ellen Roberts
Vice President, Administrative Affairs
College of DuPage
3/15/2023

Diana Martinez

McAninch Arts Center

425 Fawell Blvd

Glen Ellyn, Illinois 60137

Email: martinezd59@cod.edu

Phone: 6309423007

By: x

Benjamin Brewer

SIGNATURE OF ARTIST

Lewis Black

Black Humour, Inc.

Exhibit A

Additional Terms and Conditions

Artist: Lewis Black

1. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance ~~without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any~~ with 20% of sales to Purchaser, per contract pg 2.

3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise this Engagement, Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with this Engagement or Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or 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 and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. Parties acknowledge that they are entering into this Agreement during a pandemic. Therefore, the presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full. Purchaser and Artist shall make every attempt to reschedule mutually agreeable date, see MAC Rider #10

6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contact shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out of the provisions

hereof or otherwise.

10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement shall control.

11. Indemnification:

Purchaser hereby indemnifies and hold Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors 'Indemnitees' harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of:

- (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors 'Purchaser Parties'
- (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto;
- (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto;
- (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.

Purchaser shall at all times indemnify, defend and hold harmless Artist and its employees, representatives, agents, contractors, shareholders and successors-in-interest from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, legal expenses and attorneys' fees) arising out of or in connection with any person claiming to have become infected with COVID-19 at the venue before, during or after the Artist's performance(s).

12. Dispute Resolution:

Illinois, see MAC Rider #11

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of ~~California~~ without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the Federal Courts located in the State of ~~California~~ **Illinois** or the State Courts of ~~California~~ **Illinois**, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC 'Agent' is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer :

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19 Security and Insurance:

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. ~~As soon as reasonably possible after execution hereof~~ Upon request, Purchaser shall provide Artist with a certificate evidencing the above insurance.

(c) Artist shall provide Certificate of Insurance naming College of DuPage as certificate holder, as well as Endorsement Page - see MAC Rider #8

20. Licenses:

Purchaser shall be responsible for acquiring and paying for all licenses, permits and authorizations required to be obtained for this performance and any permitted exploitation thereof, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

Lewis Black

2022 Tour Rider

Hospitality and Technical Rider

Manager/Prod.

Ben Brewer

Phone: 831-212-3555

brewerbenjamin@gmail.com

Agent for Lewis Black

Jackie Knobbe **United Talent Agency**

Phone: 310-579-9904

jackie.knobbe@unitedtalent.com

Press Contact for Lewis Black

Rob Greenwald

Phone: 310-854-8100

rob.greenwald@rogersandcowanpmk.com

Business Management for Lewis Black

Matt Lichtenberg **Level Four LLC**

Phone: 310-914-1600

matt@levelfourllc.com

***THIS RIDER IS DATED 08/01/2022, ALL PREVIOUS RIDERS SHALL BE CONSIDERED
OUTDATED AND NOT RELEVANT TO ANY LEWIS BLACK PERFORMANCE OR CONTRACT.***

LEGALITIES AND MISCELLANY

1. BILLING

THIS IS A SOLO HEADLINE TOUR, LEWIS BLACK SHALL RECEIVE 100% SOLE STAR IN ALL ADVERTISING AND PUBLICITY INCLUDING BUT NOT LIMITED TO AIR TIME, NEWSPAPER AND TRADE ADS, FLIERS, POSTERS, BILLBOARDS, MARQUEES, ETC. ARTIST SHALL HAVE APPROVAL OF OPENING ACTS BILLING, IF ANY, ON THE MARQUEE, IN ALL ADS, OR WHEREVER IT MAY APPEAR. Jeff Stilson WILL APPEAR AS THE SPECIAL GUEST OF LEWIS BLACK ON ALL SHOWS DURING THE OFF THE RAILS TOUR AND SHALL RECEIVE APPROPRIATE BILLING.

2. INSURANCE

THE PROMOTER WILL SECURE ADEQUATE GENERAL LIABILITY INSURANCE SUITABLE FOR THE EVENT, NAMING LEWIS BLACK AND BLACK HUMOUR, INC AS ADDITIONAL INSURED.

Artist shall provide Certificate of Insurance, naming College of DuPage as certificate holder, as well as Endorsement Page, see MAC Rider # 8

3. SPONSORED EVENTS

THIS PERFORMANCE IS NOT ASSOCIATED WITH ANY GENERAL TOUR SPONSOR, PURCHASER IS PROHIBITED FROM ENGAGING ANY SPONSOR OR ADVERTISER IN ASSOCIATION WITH LEWIS BLACK OR HIS PERFORMANCE WITHOUT PRIOR WRITTEN CONSENT OF THE ARTIST.

FORCE MAJEURE

- A. ARTIST'S OBLIGATION TO FURNISH THE ENTERTAINMENT UNIT REFERRED TO HEREIN IS SUBJECT TO THE DETENTION OR PREVENTION BY SICKNESS, INABILITY TO PERFORM, ACCIDENT, MEANS OF TRANSPORTATION, ACT OF GOD, RIOTS, STRIKES, LABOR DIFFICULTIES, EPIDEMICS AND ANY ACT OR ORDER OF ANY PUBLIC AUTHORITY OR ANY CAUSE, SIMILAR OR DISSIMILAR, BEYOND ARTIST'S CONTROL.
- B. PROVIDED ARTIST IS READY, WILLING AND ABLE TO PERFORM, PURCHASER AGREES TO COMPENSATE ARTIST IN ACCORDANCE WITH THE TERMS HEREOF REGARDLESS OF ACT OF GOD, FIRE, ACCIDENT, RIOT, STRIKE OR ANY EVENT OR EVENTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING EVENTS WHICH WOULD PREVENT OR INTERFERE WITH THE PRESENTATION OF THE SHOW HEREUNDER. Artist and Purchaser shall make every attempt to reschedule for a mutually agreeable date, see MAC Rider #10

INCLEMENT WEATHER

- A. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLEMENT WEATHER SHALL NOT BE DEEMED TO BE A FORCE MAJEURE OCCURRENCE, AND THE PURCHASER SHALL REMAIN LIABLE FOR PAYMENT OF THE FULL CONTRACT PRICE EVEN IF THE PERFORMANCE(S) CALLED FOR HEREIN ARE PREVENTED BY SUCH WEATHER CONDITIONS.
- B. ARTIST SHALL HAVE THE SOLE RIGHT TO DETERMINE IN GOOD FAITH WHETHER ANY SUCH WEATHER CONDITIONS SHALL RENDER THE PERFORMANCE(S) IMPOSSIBLE, HAZARDOUS OR UNSAFE.
- C. OUTDOOR SHOWS WILL TAKE PLACE RAIN OR SHINE.

CANCELLATION CLAUSE:

ARTIST SHALL HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE TO CANCEL THE ENGAGEMENT IN THE EVENT ARTIST HAS BEEN RETAINED TO APPEAR IN ANY MOTION PICTURE, TELEVISION MOTION PICTURE, TELEVISION SERIES OR A SPECIAL, AND/OR ANY LAS VEGAS, RENO, TAHOE OR ATLANTIC CITY TYPE ENGAGEMENT.

4. SETTLEMENT

CIRCUMSTANCES

College Check or ACH Payment, see MAC Rider #5

ALL SETTLEMENTS MUST BE IN THE FORM OF A ~~BANK WIRE OR COMPANY CHECK~~ AND COMPLETED WITH THE LEWIS BLACK TOUR MANAGER 1 (ONE) HOUR PRIOR TO THE PERFORMANCE OR SHOW START. PERCENTAGE DEALS ARE TO BE SETTLED IMMEDIATELY FOLLOWING PERFORMANCE IN COMPANY CHECK OR BANK WIRE AT ARTIST MANagements DISCRETION.

REPORTING AND RECEIPTING

IN SITUATIONS WHERE THE PERFORMANCE CONTRACT ALLOWS FOR PROFIT OR REVENUE SPLIT, THE PROMOTER AGREES TO PROVIDE ORIGINAL AND AUTHENTIC RECEIPTS, INVOICES AND REPORTS FOR ALL LEGITIMATE EXPENSES TO BE CONSIDERED IN SETTLEMENT. WHERE THE AUTHENTICITY OR EXISTENCE OF ANY RECEIPT OR EXPENSE IS NOT ABUNDANTLY CLEAR IT SHALL BE THE SOLE FISCAL RESPONSIBILITY OF THE PROMOTER.

ADVERTISING BILLING AND COSTS

ANY INVOICE RELATING TO A PRINT MEDIA PURCHASE MUST BE ACCOMPANIED BY A PROPER TEAR SHEET, WHICH INDICATES THE ISSUE NUMBER, ARTIST NAME, PUBLISHING DATE AND PUBLICATION NAME IN ORDER TO BE CONSIDERED A LEGITIMATE EXPENSE.

TICKETING

ALL SETTLEMENTS SHALL INCLUDE NOTARIZED COPIES OF ALL TICKET COUNTS FROM EACH AUTHORIZED TICKET SELLER. THE PROMOTER AGREES TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED TICKET VENDING, SCALPING, AND FORGED OR FAKE TICKETS. AT NO TIME WILL LEWIS BLACK BE HELD LIABLE FOR ANY UNAUTHORIZED OR FORGED TICKET SALE. TICKET STUBS AND UNUSED OR RETURNED TICKETS SHALL BE PRESENTED UPON DEMAND. ANY TICKETS OFFERED AS PROMOTION OR BARTER FOR ADVERTISING AND NOT INCLUDED IN THE ADVERTISING PACKAGE PRESENTED AT SETTLEMENT SHALL BE CONSIDERED AS HAVING BEEN PURCHASED BY THE PROMOTER AT FULL TICKET PRICE.

5. PERFORMANCE ADVANCE

THE ARTIST'S TOUR MANAGER OR PRODUCTION MANAGER WILL ADVANCE ALL SHOWS. THE PROMOTER IS ENCOURAGED TO CONTACT THE ARTISTS REPRESENTATIVES WITH ANY AND ALL QUESTIONS PRIOR, DURING OR AFTER THE CONTRACT PERIOD. PLEASE MAKE SURE TO CONTACT TOUR MANAGER ATLEAST THREE WEEKS PRIOR TO DATE FOR PRODUCTION ADVANCE!

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6. MARKETING MATERIALS

THE ONLY APPROVED VENDOR AND SOURCE OF LEWIS BLACK PROMOTIONAL MATERIALS, AD MATS AND GRAPHICS IS TOUR DESIGN, PLEASE CONTACT THEM DIRECTLY FOR THESE MATERIALS.

7. AMENDMENTS AND SEVERANCE

ADDITIONS, AMENDMENTS, SUBSTITUTIONS AND DELETIONS TO THIS RIDER WILL ONLY BE CONSIDERED VALID IF MADE IN WRITING AND COUNTERSIGNED BY THE ARTIST REPRESENTATIVE A MINIMUM OF TWO WEEKS PRIOR TO THE PERFORMANCE DATE. IN THE EVENT OF EXCLUSION OR AMENDMENT TO ANY PART OF THIS AGREEMENT, THE REMAINING SECTIONS SHALL REMAIN VALID AND ENFORCEABLE.

8. JURISDICTION

Illinois, see MAC Rider #11

THE RIGHTFUL JURISDICTION OF THIS CONTRACT IS THE STATE OF ~~CALIFORNIA~~.

9. SUPPORT ACTS AND MASTER OF CEREMONIES

THERE WILL BE NO SUPPORT ACTS, MASTER OF CEREMONIES, SPEECHES OR ANNOUNCEMENTS MADE PRIOR, DURING OR AFTER ANY PERFORMANCE OF LEWIS BLACK.

10. BROADCAST AND RECORDING AND MEDIA RESTRICTIONS

THIS AGREEMENT AT NO POINT REPRESENTS A CONCESSION OF RECORDING OR BROADCAST RIGHTS OR PRIVILEGES UPON ANY PARTY. THE PROMOTER AGREES TO EXERCISE DUE DILIGENCE IN PREVENTING ANY UNAUTHORIZED RECORDING, IN PART OR IN WHOLE, BROADCASTING OR TRANSMISSION OF ANY LEWIS BLACK PERFORMANCE AND SHALL AT NO TIME AUTHORIZE SAME.

ALL MEDIA REQUESTS SHALL BE APPROVED BY THE ARTIST MEDIA REPRESENTATIVE OR AS A LAST RESORT ARTIST TOUR MANAGER. STANDARD RESTRICTIONS WILL LIMIT ALL STATIC AND VIDEO TAPING FROM A BACK OF HOUSE POSITION FOR THE FIRST FIVE MINUTES OF THE PERFORMANCE WITHOUT FLASH; BOARD FEEDS WHERE TECHNICALLY AVAILABLE SHALL BE PROVIDED.

11. SEATING PLANS AND TICKET KILLS

NO SEAT OR TICKET SHALL BE REMOVED FROM THE ONSALE INVENTORY WITHOUT PRIOR APPROVAL OF A LEWIS BLACK REPRESENTATIVE. NO TICKETS SHALL BE PLACED ON SALE WITHOUT A SEATING PLAN FIRST BEING APPROVED BY A LEWIS BLACK REPRESENTATIVE. IN SITUATIONS OF PERFORMANCES WITHIN A 'CUT DOWN' ARENA OR HALL, THE LEWIS BLACK PRODUCTION MANAGER WILL CONFIRM EXACT SEAT PLACEMENT AND SIGHTLINE DETERMINATIONS.

12. COMPLIMENTARY TICKETS

UNLESS AUGMENTED BY CONTRACT, LEWIS BLACK SHALL REQUIRE FOR ITS EXCLUSIVE USE AND DETERMINATION 20 (TWENTY) PER PERFORMANCE OF THE BEST SEATS IN THE HOUSE IN ALL CITIES EXCEPT PERFORMANCES WITHIN 90

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MILES OF NEW YORK AND LOS ANGELES, WHERE LEWIS BLACK WILL REQUIRE 50 (FIFTY) TICKETS PER PERFORMANCE. THE ARTISTS TICKETS SHOULD BE HELD AND FREE OF TAX, AND RESTORATION FEE OR SIMILAR CHARGES.

13. CREDENTIALS

LEWIS BLACK SHALL SUPPLY SUITABLE PASSES IN STICK ON OR LAMINATE FORM FOR ALL WORKING CREW, PRESS, GUESTS, AND PERFORMERS. IN SITUATIONS WHERE PASSES ARE REQUESTED BY THE PROMOTER WHICH OFFER ACCESS TO DRESSING ROOMS, THE ARTIST RETAINS THE RIGHT TO SECURE LISTS OF ALL THOSE WITH SUCH ACCESS AND DENY ACCESS TO DRESSING ROOMS OR PRIVATE AREAS AT THE ARTISTS DISCRETION.

14. MERCHANDISE 80 Artist/20 Purchaser split, per contract pg 2

NO DEDUCTIONS OR CONSIGNMENT PERCENTAGE WILL BE PAID TO THE VENUE OR PROMOTER WITHOUT AN AGREEMENT IN PLACE WITH A LEWIS BLACK REPRESENTATIVE AT TIME OF CONTRACTING. PROMOTER WILL ENSURE DUE DILIGENCE IN PREVENTING THE UNAUTHORIZED SALE OF UNOFFICIAL LEWIS BLACK MERCHANDISE OR ANY LIKENESS THEREOF. THE LEWIS BLACK NAME AND LOGO TRADEMARKS ARE NOT TO BE INCLUDED ON ANY FESTIVAL OR EVENT MERCHANDISE WITHOUT PRIOR WRITTEN CONSENT FROM LEWIS BLACK REPRESENTATIVES. LEWIS BLACK WILL BE TRAVELING WITH MERCHANDISE AND THEIR OWN SELLER, PLEASE CONTACT ARTIST TOUR MANAGER TO ADVANCE. AS A GENERAL RULE THE PERFORMERS WILL SIGN AUTOGRAPHS IN THE LOBBY FOLLOWING A PERFORMANCE, PLEASE MAKE A TABLE AND SECURITY AVAILABLE.

UNDER NO CIRCUMSTANCES SHALL THE VENUE ASSUME THE RIGHT TO SELL LEWIS BLACK MERCHANDISE WITHOUT PRIOR CONSENT.

TRANSPORTATION

15. TRANSPORTATION – GROUND

PROMOTER WILL SUPPLY A LICENSED DRIVER WHO POSSESS A THOROUGH KNOWLEDGE OF LOCAL STREETS AND ATTRACTIONS WITH A SEVEN PASSENGER MINIVAN FOR THE DURATION OF PERFORMANCE ENGAGEMENT ONE HOUR PRIOR TO LOAD IN TO ONE HOUR AFTER LOAD OUT TO ACT AS THE ARTIST'S RUNNERS. THESE INDIVIDUALS SHOULD POSSESS A WORKING CELL PHONE AND WILL REPORT DIRECTLY TO THE LEWIS BLACK TOUR MANAGER. AT NO TIME WILL LEWIS BLACK BE RESPONSIBLE FOR ANY CELL CHARGES, VEHICLE RENTAL CHARGES, FUEL, PARKING OR RUNNER WAGES. THE ARTISTS AND TOUR STAFF WILL PRIMARILY BE FLYING TO AND FROM EACH PERFORMANCE; RUNNERS WILL BE REQUIRED TO PERFORM AIRPORT PICKUPS. PROMOTERS ARE ASKED TO PROVIDE CONTACT INFORMATION FOR THE RUNNER PRIOR TO THE PERFORMANCE AND PROVIDE THE RUNNER WITH THE ADVANCED PICK UP TIMES.

16. PARKING

WE WILL REQUIRE UNFETTERED PARKING FOR 1 FORTY-EIGHT FOOT TOUR BUS WITH TWENTY FOOT TRAILER. VEHICLE PARKING SHOULD BE AS CLOSE TO THE BACKSTAGE ENTRANCE AS WILL PERMIT. WHERE APPLICABLE THE PROMOTER SHALL SECURE PARKING PERMITS AND OR ALLOWANCES FOR LEWIS BLACK VEHICLES.

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17. TIMELINE

THE LEWIS BLACK PERFORMANCE IS APPROXIMATELY TWO HOURS AND TEN MINUTES IN LENGTH AND FOLLOWS THE FOLLOWING SCHEDULE.

0:00	DOORS	
0:30	Jeff Stilson	OPENING ACT – 30 MINUTE PERFORMANCE
0:50	INTERMISSION	INTERMISSION – 20 MINUTE DURATION
1:50	LEWIS BLACK	HEADLINE – 70 MINUTE DURATION
2:10	LEWIS BLACK	THE RANT IS DUE -- LIVE STREAM
2:30	STRIKE	

TECHNICAL ELEMENTS AND REQUIREMENTS

18. LIGHTING

THE PROMOTER WILL PROVIDE ALL NECESSARY LIGHTING AND RIGGING EQUIPMENT INCLUDING ALL SPOTLIGHTS FOR THE ENGAGEMENT. THE TOUR SHALL REQUIRE ONE SPOTLIGHT OF SUITABLE SIZE AND TYPE FOR VENUE AND THROW IF IT CAN BE LOCATED IN A POSITION CENTERED UPON THE HOUSE, IN CASES OF CORNER LOCATIONS, TWO FOLLOWSPOTS SHALL BE REQUIRED.

THE SHOW SHALL REQUIRE 3 TO 4 (DEPENDING ON INSTRUMENT AVAILABILITY) OVERHEAD WASHES THAT WILL BE USED TO CREATE TWO SEPARATE "LOOKS". THE OPENER'S LOOK SHOULD BE WARM AND COLORFUL, COVERING THE STAGE IN IT'S ENTIRETY. LEWIS' LOOK WILL BE DARK AND COOL, FOCUSING MORE AROUND THE DOWNSTAGE MICROPHONE. ONE WARM PINK FRONT WASH WILL BE NEEDED ALSO TO AUGMENT THE SPOTS. COLORFUL UPLIGHTING SHOULD BE DEPLOYED ALONG THE BACKDROP. THE TOUR WILL REQUIRE A COMPETENT AND QUALIFIED OPERATOR FOR THE PERFORMANCE.

THE PROMOTER WILL PROVIDE ALL NECESSARY AUDIO AND RIGGING EQUIPMENT:
19. AUDIO EQUIPMENT

PA: A HIGH QUALITY STEREO SYSTEM. CAPABLE OF PRODUCING 95DB @ 100' OF CLEAR UNDISTORTED SOUND TO THE ENTIRE VENUE IS A MUST. DISPERSION OF SOUND IS OF UTMOST IMPORTANCE. SAID PA SYSTEM WILL BE FLOWN WHEREVER POSSIBLE.

MONITORS: 2 FLOOR WEDGES OR SIDEFILLS.

CONSOLE: A HIGH QUALITY MIXING CONSOLE. PREFERABLY MIDAS, YAMAHA, SOUNDCRAFT. NO MACKIE OR ALLEN & HEATH PLEASE.

MICS: TOUR TRAVELS WITH AN SM55 (USED BY LEWIS). WE WILL NEED A STRAIGHT STAND (AND XLR DROP CENTER STAGE) FOR MIC. (1) WIRELESS HANDHELD MICROPHONE FOR OPENER. (1) HARD WIRED SM58 FOR A BACKUP. A SWITCHED HARDWIRE(SM58) MICROPHONE OFFSTAGE WILL BE USED FOR V.O.G. INTRODUCTIONS.

INPUTS: (#1) HARDWIRED SWITCHED SM58. USED AS V.O.G. AND BACKUP MAIN MIC. SHOULD HAVE AMPLE CABLE LENGTH TO BE USED AS MAIN MIC.

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(ONE) 1/8" IPOD CABLE FOR PRESHOW MUSIC
(ONE) COMPACT DISC PLAYER FROM THE FOH RACK CAPABLE OF PLAYING WALK IN MUSIC AND SIMPLE STAGE CUES.

PROCESSING: (1) EQ FOR EACH ZONE OF PA IF POSSIBLE. AT LEAST (1) STEREO EQ FOR OVERALL HOUSE MIX. (1) COMPRESSOR INSERTED ON V.O.G. /BACKUP MIC
(1) COMPRESSOR INSERTED ON WIRELESS MIC

ALL NECESSARY RIGGING, AMPLIFICATION, CABLING AND CREW TO MAKE SYSTEM WORK FREE OF ANY NOISE.

20. ARCHIVE & LIVE STREAMING REQUIREMENTS

CAMERA POSITION: IDEALLY AT FOH WITH ROOM FOR TRIPOD
NEED MATRIX STEREO XLR FEED FROM MIXING BOARD TO CAMERA POSITION
EDISON POWER CONNECTION, QUAD BOX PREFERRED.

AUDIENCE MICROPHONES PLACED AT THE STAGE APRON, MIXED INTO THE FEED GOING TO THE CAMERAS.

6' TABLE, DRAPED IN BLACK, AT FOH (IF ROOM), OR STAGE RIGHT, STAGE LEFT (UPSTAGE OF THE LEGS), OR UPSTAGE OF THE CENTER STAGE CURTAIN.

ETHERNET CONNECTION SHOULD BE AT SAME LOCATION AS TABLE

EDISON POWER CONNECTION, QUAD BOX PREFERRED

ONE CHAIR FOR TABLE

BROADBAND, HARDLINE ETHERNET CONNECTION WITH A MINIMUM OF 5MB/SEC UPLOAD SPEED (PLEASE VERIFY VIA [HTTP://WWW.SPEEDTEST.NET/](http://www.speedtest.net/))

21. SOUND CUES

WHEN NOT TRAVELLING WITH STAFF, WE MAY REQUIRE THE PROMOTER TO PROVIDE A CD COPY OF AC/DC 'BACK IN BLACK' FOR USE AS WALK IN INTRO MUSIC FOR THE SHOW. THIS WILL BE CONSIDERED A SHOW COST IN SETTLEMENT.

22. INTERCOM AND COMMUNICATIONS

ARTIST MANAGEMENT SHALL REQUIRE USE OF A HOUSE INTERCOM SYSTEM TO CO-ORDINATE STAGE CUES AND ENTRANCES. INTERCOM SHOULD BE CONNECTED TO STAGE MANAGEMENT, FOH AUDIO AND LIGHTING.

23. LABOR

LABOR SHOULD BE SCHEDULED AS TO ENSURE THE SAFE AND EFFICIENT RUNNING OF THE SHOW. THE PROMOTER IS REMINDED THAT THE TOUR IS NOT TRAVELLING WITH OPERATORS AND IT IS THE RESPONSIBILITY OF THE PROMOTER TO PROVIDE SUCH.

24. STOOL

THE PROMOTER SHALL PROVIDE THE COMPANY WITH A CLEAN BLACK BAR STOOL OF APPROXIMATELY 36" IN HEIGHT, TO BE AVAILABLE TO THE COMPANY AT THE ADVANCED TIME OF SOUND CHECK.

25. SECURITY

THE PROMOTER SHALL PROVIDE PROFESSIONAL SECURITY TO ENSURE THE SAFETY OF LEWIS BLACK CAST, COMPANY AND CREW AS WELL AS ALL LEWIS BLACK PROPERTY WHETHER RENTED LEASED OR OWNED INCLUDING VEHICLES. ALL SECURITY STAFF SHOULD BE TRAINED, LICENSED AND BONDED, AND OF SUFFICIENT SIZE AND NUMBER TO SECURE THE VENUE, BACKSTAGE ENTRANCES AND PERFORM REASONABLE SEARCHES OF PERFORMANCE PATRONS. WHERE LEWIS BLACK IS PERFORMING MULTIPLE SHOWS, PROMOTER COVENANTS TO SECURE LEWIS BLACK AND THEIR CHATTELS FOR DURATION OF STAY. LEWIS BLACK MANAGEMENT ALONG WITH SECURITY SUPERVISORS WILL DETERMINE AND ADJUST DEPLOYMENTS AT THE TIME OF ADVANCE. SECURITY STAFF SHALL BE AVAILABLE AND ATTEND A BRIEF MEETING WITH LEWIS BLACK REPRESENTATIVES ONE HALF HOUR PRIOR TO DOORS OPENING.

22. STAGE MASKING

THE PROMOTER WILL PROVIDE A FULLY MASKED STAGE INCLUDING A FULL BLACK VELOUR BACKDROP TO RUN ENTIRE WIDTH OF THE UPSTAGE WALL, AS WELL AS SUFFICIENT WINGS AND BORDERS TO PROPERLY MASK THE STAGE. LEWIS BLACK SHALL NOT BE CARRYING ANY MASKING OR SOFT GOODS AND MAY REQUIRE THE LOCAL HIRE OF MATERIALS. PLEASE MAKE ARRANGEMENTS TO CUT DOWN THE STAGE TO A SUITABLE DEPTH FOR A STAND UP COMEDY SHOW.

WORK AREAS

23. STAGE

A CLEAN EVEN BLACK WORKING STAGE SURFACE MEASURING AT LEAST 24' (TWENTY FOUR FEET) BY 32' (THIRTY TWO FEET) PLUS ADDITIONAL WINGS AND FLY GALLERIES SHALL BE PROVIDED. THE STAGE MUST BE STRUCTURALLY SOUND AND SUITABLE FOR PERFORMANCES. WHERE THE EXISTING STAGE SURFACE IS UNSUITABLE FOR PERFORMANCES ADDITIONAL TREATMENTS AS APPROVED BY THE ARTISTS REPRESENTATIVES WILL BE SUPPLIED.

24. DRESSING ROOM

WE WILL REQUIRE 1 (ONE) CLEAN STAR QUALITY DRESSING ROOM LARGE ENOUGH TO ACCOMMODATE 4 (FOUR) PEOPLE COMFORTABLY. DRESSING ROOMS MUST HAVE ADEQUATE LIGHTING, HEAT, AND AIR CONDITIONING, POWER OUTLETS (NORTH AMERICAN STANDARD) AND FULL LENGTH MIRRORS. EACH ROOM SHALL HAVE A CLEAN AND WORKING WASHROOM WITH SHOWER FACILITIES. WE ASK THAT THE DRESSING ROOM BE ADEQUATELY FURNISHED WITH CHAIRS TABLES AND COUCHES. DRESSING ROOMS SHALL BE AVAILABLE FROM ONE HOUR PRIOR TO ARTIST LOAD IN TO THE COMPLETION OF THE LOAD OUT. UNDER NO CIRCUMSTANCES SHALL LEWIS BLACK, ITS COMPANY, AND CREW MEMBERS OR COMPANY MANAGER SHARE FACILITIES WITH ANYONE ELSE. THE DRESSING

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ROOMS SHALL BE CLEAN AND LOCKABLE, AND KEYS TO THE RELEVANT ROOMS SHALL BE PROVIDED TO THE ARTISTS PRODUCTION MANAGER AT LOAD IN.

25. PRODUCTION OFFICE

ONE CLEAN AND LOCKABLE PRODUCTION OFFICE SUITABLE FOR 4 (FOUR) PEOPLE TO WORK COMFORTABLY WILL BE SUPPLIED FOR THE EXCLUSIVE USE OF THE LEWIS BLACK TOUR MANAGER. THE OFFICE SHALL BE EQUIPPED WITH ONE ANALOG PHONE LINE FOR FAX OR DATA AND PHONE SERVICE. RELEVANT PHONE NUMBERS TO BE PROVIDED TO THE LEWIS BLACK TOUR MANAGER AT LEAST ONE-MONTH PRIOR TO PERFORMANCE. ALL PHONE LINES WILL BE OPEN AND WITHOUT LONG DISTANCE RESTRICTIONS OR DIAL OUT IMPOSITIONS.

26. HOSPITALITY AND CATERING

DINNER LEWIS BLACK SHALL WAIVE ALL LUNCH AND DINNER REQUIREMENTS FOR A BUYOUT OF \$300.00 PAYABLE IN CASH TO THE LEWIS BLACK TOUR MANAGER AT LOAD IN. *THIS DOES NOT EXCUSE THE PROMOTER FROM PROVIDING AFTERSHOW FOOD, WHICH IS THE MOST IMPORTANT THING OF THE NIGHT!!!

College Check, see MAC Rider #5

JEFF STILSON and LEWIS BLACK DRESSING ROOM- To Be Ready at 5:00 PM

12 (TWELVE)	500 ML. Bottles FIJI Spring Water	
1 (ONE)	Bottle of High-Quality Red Wine/Pinot Noir or Rioja	No Alcohol, see MAC Rider #23
3 (THREE)	Postcards depicting local attractions or city	
4 (FOUR)	Glass Wine Glasses	
1 (ONE)	Wine Bottle Opener	
4 (FOUR)	Bottles Non-sweetened Non Flavored Ice Tea	
2 (TWO)	Packages Dentyne Ice Mint Chewing Gum Different	
2 (TWO)	Local Newspapers	
3 (THREE)	Assorted Candy Bars	
1 (ONE)	Large Container of Mixed Nuts	
2 (TWO)	Bottles of Natural Green Tea	

Please Ice all drinks in suitable containers

Bus Stock - To Be Ready at 8:00 PM

48 (FORTY-EIGHT)	Bottles Non-Carbonated Spring Water	
12 (TWELVE)	Bottles Local Brew	No Alcohol, see MAC Rider #23
1 (ONE)	Bottle Artisanal Mezcal	
20 (TWENTY)	Pounds Clean Ice	
4 (FOUR)	Zone All Natural Nutrition Bars (2 Strawberry Yogurt, 2 Chocolate Caramel)	
24 (TWENTY-FOUR)	Plastic Solo Cups	

AFTER SHOW***** (Did I mention this is the most important part of Lew's night?!)

PLEASE HAVE A SELECTION OF MENUS FROM HIGH QUALITY ESTABLISHMENTS WITH HEALTHY OPTIONS (**NO CHAIN RESTAURANTS PLEASE!**) AVAILABLE TO ARTIST TOUR MANAGER UPON ARRIVAL. ANY ORDERING OF AFTERSHOW FOOD SHALL BE CONSIDERED IN ADDITION TO BUYOUTS PAID AND WILL BE A SHOW COST.

Lewis Black Fan Club Tickets Contract Rider ~ 2021

SETTING UP TICKETS

- Lewis Black Fan Club tickets will be held for purchase by Fan Asylum, Inc (hereafter referred to as FA) on behalf of Lewis Black Fan Club members. The quantity of tickets held will be determined by FA & Stark Raving Black Productions (SRBP).
- United Talent Agency (UTA) & FA will contact the promoter/box office to arrange for tickets to be held. The promoter/box office will then confirm pricing and other show specifications, in writing by fax or email to FA at least 2 weeks before any on sales. Promoter/Box Office will not add a service fee or handling charge per ticket. FA will purchase tickets from Promoter/Box Office at the face value as printed on each ticket.
- At least one week before the public on sale date (including any pre-sale dates), FA will put these tickets on sale to Lewis Black Fan Club members.
- The show cannot go on sale (including any pre-sales) until the Fan Club ticket holds have been approved by FA & SRBP.
- FA contact is: Lora Beard (415) 595-0950 (cell), email: lora@fanasylum.com

FOR RESERVED SEATING SHOWS

- Tickets will be pulled starting in the first row (unless Artist is holding first row), including orchestra pit, center section(s) in front of the stage with an even number of seats in each row of our hold, going back every row until the hold is filled. If our hold exceeds the number of seats in the first ten rows, centerstage, then the excess amounts will be held in adjoining floor sections, left and right of center, but no further than 8 seats off the center aisle.
- The orchestra pit, where present, must be sold for all shows and indicated on the venue map sent to FA.
- A map (or something similar) will be provided to FA as soon as possible illustrating the exact location of the Fan Club ticket holds (section, row, and seat numbers).
- Promotional or comp holds must be approved by SRBP.

SHOW CLOSE PROCEDURE

- FA will cease the sale of Fan Club tickets for the event approximately four (4) weeks before the show date. Payment for tickets will be by a FA company credit card or company check.
- FA will email a spreadsheet showing the names of the Fan Club members who will be coming to the box office to pick up tickets the night of the show and their specific seat assignments. The promoter/box office will make those exact tickets available to the designated Fan Club members at the Box Office Will Call window no earlier than the day of the engagement.
- Any unsold Fan Club tickets shall be released to the promoter/box office for sale to the general public, unless otherwise specified by Artist.

TICKET WILL CALL

- Fan Club members will pick up their tickets on the date of the engagement at the box office Will Call window by presenting a form of positive photo identification. Promoter/box office agrees to release tickets only to persons bearing the identification described above and only on the day of the show.

MISCELLANEOUS

PRIORITY ENTRY FOR GENERAL ADMISSION SHOWS: Purchasers of Lewis Black Fan Club tickets will be allowed early entry for them and one guest approximately 5-10 minutes before doors open to the general public. Fan Club members can either be allowed to queue up in a special line for Fan Club members only or FA will provide the promoter/box office with wristbands to identify the Fan Club member and their guest. The venue box office will also be provided with an alphabetic list of Fan Club members who will be allowed early entry.

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Tuesday, September 6, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Black Humor, Inc f/s/o Lewis Black** (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.

Subject to commercially reasonable

Insurance / Indemnity / Force Majeure / Cancellation efforts

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 COVID-19, 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. No implied endorsement

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

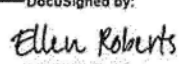
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 09/06/22

Date: 3-26-23

DocuSigned by:
By: 
18068CF09C3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

3/15/2023
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
Marketing/Edu Coord – Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



BLACHUM-01

NGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2023

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 License # 0H18131 Momentous Insurance Brokerage, A Marsh & McLennan Agency LLC Company 5990 Sepulveda Blvd., #550 Van Nuys, CA 91411	CONTACT NAME: PHONE (A/C, No, Ext): (818) 933-2700 FAX (A/C, No): (818) 933-2701 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine and General Insurance Company NAIC # 16608 INSURER B: General Star National Insurance Company 11967 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PK202200013738	9/4/2022	9/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage Incl			PK202200013738	9/4/2022	9/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			NUG930021B	9/4/2022	9/4/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input type="checkbox"/> 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	WC202200002488	9/4/2022	9/4/2023	<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)
Event taking place: 5/20/2023 @McAninch Arts Center, College of DuPage.

Certificate holder College of DuPage is named as an Additional Insured with respects to claims that may arise out of the negligence of the Named Insured operations.

Coverage is Primary and Non-Contributory / Additional Insured Endorsement / Waiver of Subrogation / Included.

CERTIFICATE HOLDER

CANCELLATION

College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: PK202200013738
POLICY HOLDER: Black Humour, Inc.
POLICY TERM: 09/04/2022 to 09/04/2023

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF SUBROGATION OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:

College of DuPage

425 Fawell Blvd

Glen Ellyn, IL 60137

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract of agreement because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”.

All other terms and conditions of this Policy remain unchanged.

Policy Number: PK202200013738

Named Insured: Black Humour, Inc.

Policy Term: 09/04/2022 to 09/04/2023

JUNE 23, 2022

COLLEGE OF DuPAGE
REGULAR BOARD MEETING
BOARD APPROVAL

SUBJECT

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

REASON FOR CONSIDERATION

Contracts exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

BACKGROUND INFORMATION

The McAninch Arts Center presents an annual touring season of National and International artists each year to fulfill the cultural mission of the College. Booking of artists by MAC administration is approved per College of DuPage Board Policy 10-95. The earlier that we can book and confirm artists, the better it is for our season.

The booking of talent is very competitive in the Chicago market, as there are several performing arts centers in the area such as: Paramount Theatre in Aurora, River's Edge Park, Joliet's Rialto Theater, Elgin Community College, North Central College, Skokie Center for the Arts, Genesee Theatre, City Winery, and dozens more. These performing arts centers compete and collaborate for available talent.

Curating and negotiating talent at booking conferences and through block booking with other presenters gets us the most competitive pricing possible. The MAC uses Celebrity Access and Pollstar to compare maximum gross potential of artists and to confirm and ensure competitive pricing of talent.

The following artist contracts are \$15,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2022-2023 Season:

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

Band) – 07/15/22

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

The following artist contracts are \$25,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2022-2023 Season:

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

Pricing and negotiations for artists are confidential to facilitate competitive pricing; therefore, we request that individual artist fees remain confidential. However, the total expenditure for the above contracts is not expected to exceed \$560,000.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

Contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part are exempt from bidding under the Illinois Public Community College Act 110 ILCS 805/3-27.1.

Areas of the College such as, but not limited to, the Arts Center, Business Solutions, or Conference & Events may need to authorize contracts for speakers, productions, training, equipment rental, and other professional services.

Within the limitations of the budgets of those areas, Administrative Procedure 10-95 allows for the administration of those areas to initiate those contracts. In accordance with Administrative Procedure 10-60, these contracts must be approved by the Vice President of Administrative Affairs.

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

*FY23

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

**Pending approval of the FY23 Proposed Budget.*

Primary Strategic Long Range Plan Goal: Arts, Culture & Community Engagement. To accomplish this, we will: Create an equitable and inclusive community, and improve livability through the arts. Be the region's premier choice for the arts and cultural programming. Deliver responsive programming to support life-long learning. Create opportunities to further partner and engage with external communities.

Secondary Strategic Long Range Plan Goal: Economic Development. To accomplish this, we will: Cultivate equity and inclusion principles and practices into economic development activities. Provide training and education consistent with regional workforce needs. Support regional business through incubator, accelerator, and consultation programs. Collaborate with community and business partners to advance regional economic impact and workforce development.

RECOMMENDATION

That the Board of Trustees approves the contracts for all artists listed above for a total expenditure not to exceed \$560,000 payable to the artists and their respective agents and the release of these payments over \$15,000.

STAFF CONTACT

Diana Martinez, Director McAninch Arts Center, Ext 3007, Cell 630-776-8921

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

Maureen Dunne
CHAIR

Heidi Holan
SECRETARY

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

Check Request Black Humour, Inc

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

Tue, Apr 4, 2023 at 07:16 PM UTC

CC:

BCC:

Good afternoon,

Please process the attached check request for Black Humour, Inc. This is the deposit payment for Lewis Black's performance at the MAC on 05/20/23.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Black Humour Inc Inv TR23-LBLACKDEP 8750.00 Lewis Black Artist Fee Deposit 05-20-23.pdf