

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1604286
Vendor Name: Coup de Cone Music Inc
Invoice Number: DCJE051223-WYCL
Invoice Date: 4/3/2023
PO Number:
Check Number: 0311748
Check Amount: \$ 5,000.00
Check Date: 05/09/2023
Voucher Number: V0784380
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.



Bramfield & Associates
PROFESSIONAL ARTIST MANAGEMENT

AGREEMENT

ANY RIDER ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

This Agreement, made on this **30th** day of **September 2022**, by and between by and between **Coup de Cone Music, Inc.** ("Company") of **Wycliffe Gordon** having an address at **3809 Fairington Drive, Hephzibah GA 30815** hereinafter referred to collectively as **ARTIST**, and **College of DuPage** having an office at **425 Fawell Blvd, Glen Ellyn, IL. 60137** hereinafter referred to as **PRESENTER**;

It is mutually agreed between the parties as follows:

- a. **DATE OF ENGAGEMENT:** **Friday, May 12, 2023, with Masterclass**
 - b. **Time of show(s):** **7:30PM, Masterclass at 4:30-5:45PM**
 - c. **Soundcheck:** **Rehearsal, May 11, 2023 7:00PM-9:00PM 9:50PM**
 - d. **Program:** **DuPage Community Jazz Ensemble and Artists in Residence**
 - e. **Venue Capacity:** **800**
2. **PLACE OF ENGAGEMENT:** **McAninch Arts Center
College of DuPage
Glen Ellyn, IL
Contact: Molly Junokas 630-942-3042; email junokasm@cod.edu (contract/payment)
Matt Shevitz 630-942-2369; email shevitzm@cod.edu (advance)**
3. **BILLING:** **Headline billing—"Wycliffe Gordon special guest"**
4. **FULL PRICE AGREED UPON:** **\$5,000 (FIVE THOUSAND DOLLARS USD) FLAT GUARANTEE and...**
- MISCELLANEOUS:** **Presenter to provide Ground Transportation for Artist, AND all necessary, backline and backstage hospitality. *See Artist's Rider and Stage Plot for specifics.**
- ADDITIONAL:** **Charts to be purchased from wycliffegordon.com; TBA with Wycliffe Gordon.**
5. **PAYMENTS:** All payments shall be paid by Presenter in U.S. funds by **Cash, Certified or Cashiers check as:**
College Check or ACH Payment, see MAC Rider #5
- The full amount of **\$5,000 (FIVE THOUSAND DOLLARS USD)**, made payable to **COUP DE CONE MUSIC (FEIN: 58-211-3654)** is due immediately prior to the performance.

ANY ADDITIONAL TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT.

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

DocuSigned by:
Name: Ellen Roberts 10/31/2022
Ellen Roberts
VP Administrative Affairs
College of DuPage

Name: [Signature]
Wycliffe Gordon for Coup de Cone Music, Inc.

ADDITIONAL TERMS AND CONDITIONS

6. PRESENTER agrees to furnish and pay for at its own expense (a) on the date and at the time of the performance(s) above mentioned all that is necessary for the proper presentation of the performance, including without limitation a suitable theatre, hall or auditorium, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the principal newspapers, (b) all music royalties in connection with the ARTIST's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by ARTIST as part of ARTIST's regular company, (c) all amusement taxes, (d) if ARTIST so requires, all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals, and (e) all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national or local union(s)) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish. ARTIST shall have the right to approve the musicians hired locally.
7. In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of ARTIST, it is understood and agreed that there shall be no claim for damages by PRESENTER, and ARTIST's obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PRESENTER shall pay the full compensation hereunder. Artist and Presenter shall make every effort to reschedule for a mutually agreeable date, see MAC Rider #9.
8. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PRESENTER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.
9. In the event the PRESENTER refuses or neglects to provide any of the items or to perform any of its obligations herein state, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PRESENTER, and PRESENTER shall remain liable to ARTIST for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PRESENTER has failed, neglected, or has been impaired or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PRESENTER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PRESENTER to that effect, and to retain any amounts theretofore paid to ARTIST by PRESENTER and PRESENTER shall remain liable to ARTIST for the agreed price herein set forth.
10. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the PRESENTER. ARTIST's name or likeness may not be used as an endorsement or indication of use of any product or service or in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without ARTIST's prior written consent.
11. PRESENTER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof without Artist's prior written consent.
12. ARTIST shall have the exclusive right to sell records and any and all types of merchandise including, but not limited to, articles of clothing, posters, stickers, etc., on the premises of the place of performance without any participation in the proceeds by PRESENTER subject, however, to concessionaire's requirements if any.
13. Unless stipulated to the contrary in writing, PRESENTER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PRESENTER notice thereof at least sixty (60) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PRESENTER fails to sign and return this Contract within 30 days.
14. PRESENTER agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance hereunder, (b) that no stage seats are to be sold or used without ARTIST's prior written consent.
15. PRESENTER hereby indemnifies and holds ARTIST, as well as the respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any or the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the ARTIST.
16. Brumfield & Associates acts herein only as agent for ARTIST and is not responsible for any act of commission or omission on the part of either ARTIST or PRESENTER. In furtherance thereof and for the benefit of Brumfield & Associates, it is agreed that neither PRESENTER or ARTIST will name or join Brumfield & Associates 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 PRESENTER or ARTIST in the event Brumfield & Associates is named, the PRESENTER and ARTIST will hold harmless and defend Brumfield & Associates.
17. This contract (a) cannot be assigned or transferred without the written consent of ARTIST, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Georgia, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON PRESENTER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms ARTIST and PRESENTER as used herein shall include and apply to the singular, the plural and to all genders. Illinois, see MAC Rider #11.
18. It is agreed that ARTIST signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or part for any obligation that may be incurred by PRESENTER in PRESENTER'S carrying out any of the provisions hereof or otherwise.
19. 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 ARTIST to PRESENTER hereunder. If there is any conflict between any provisions of this agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict. PRESENTER 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 PRESENTER.



WYCLIFFE GORDON PERFORMANCE RIDER

ADVANCING DATES OR QUESTIONS:

Management, Production, Tour, Press & Travel:

Brumfield & Associates

1430 Union City Road

Richmond KY. 40475

Phone: (859) 893-0621

april@brumfieldassociates.com

High-res photos and bio of Wycliffe may be downloaded at:

www.wycliffegordon.com/press

BILLING

All Billing Music Read:

"featuring special guest Wycliffe Gordon"

GROUND TRANSPORT

Ground transportation to be provided upon arrival to transport musician(s) and equipment.

- Pick up at Airport
- Bring to Hotel
- Hotel to Concert/Performance Site, back to Hotel
- Hotel to Airport

If Presenter fails to show up on time with the proper transportation and Artist is forced to find alternative transportation, all costs incurred by Artist for ground transportation will be at the sole cost of the Presenter.

HOTEL ACCOMMODATIONS

Purchaser will provide one deluxe hotel accommodation (Hyatt or equivalent) with a minimum of (1) Suite for Artist (if there for more than 3 nights).

DRESSING ROOMS/HOSPITALITY

- One (1) clean, secure, and private dressing room for WYCLIFFE GORDON. The room(s) should be clean, dry, well-lit and heated or air conditioned as the weather shall require, equipped with sofa, chairs, mirror, and trash bins. The dressing room(s) shall be easy access to clean lavatories which are to be supplied with soap, toilet tissue, etc... These lavatories shall be closed to the general public.
- The dressing room is to be made available to Artist and his staff until one hour after the close of the performance. Purchaser shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area, particularly while Artist is performing.
- Purchaser will provide in dressing room snacks, hot tea, and bottled water. See below for complete list.

WJ

Wycliffe's Dressing Room:

- 4 bottles of spring water
- ~~2-3 local beers, IPA, or red wine (if allowed)~~ No Alcohol, see MAC Rider #23
- 1 small bowl/plate of fruit, nuts, cheese or healthy snacks
- 1 Black Hand Towel

- Hot Meals: Please provide a hot meal(s) as necessary, i.e. fish, rice, vegetables, salad
- Purchaser will provide cups, napkins, plates, utensils, condiments in dressing room.

PAYMENT AND ACCOUNTING INFORMATION

WJ

Method of Payment: Purchaser is to pay Artist or Artist's representative prior to commencement of Artist's performance. The guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid, will be made in the form of ~~cash or cashier's check, money order, certified check or university check~~ as specified on face of this contract. Any balance due on a percentage computation is to be paid immediately after the closing of the box office. Unless otherwise approved, this final settlement will take place not later than thirty (30) minutes after the completion of the musical event. At that time, a ticket printer's manifest and a detailed box office statement certified and signed by the Purchaser is to be given to Artist or Artist's representative. This statement is subject to the approval of Artist or Artist's representative. **CHECKS SHOULD BE MADE PAYABLE TO: COUP DE CONE MUSIC, INC.** College Check or ACH payment, see MAC Rider #5

- **Percentage:** In the event Artist is being paid on a percentage basis, Artist's representative shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall otherwise be permitted to satisfy himself/herself hereunder. Purchaser shall provide for examination by Artist's representative, copies of all bills, statements and receipts that enter into computation of Purchaser's expenses for the performance(s) hereunder. "Show Expenses" shall mean all of those costs and expenses, direct and indirect, customarily incurred by promoter in the promotion of musical concerts. All expenses are subject to approval by Artist or Artist's representative.
- **Breach:** In the event Presenter fails to make any payment at the time stipulated herein or breaches any provision of this agreement, Artist shall have the right to withhold performance without prejudice to his rights hereunder.
- **Withholding Tax:** In addition to the fee payable to Artist pursuant to the foregoing paragraph, Purchaser shall pay on Artist's behalf any and all applicable local, state, provincial, federal, national or other taxes, shares, duties, fees or costs whatsoever arising in connection with the engagement that may be deemed for any reason to constitute obligations of Artist, and Purchaser shall pay on Artist's behalf any and all applicable Musicians' union or other trade union pension, welfare or other obligations arising in connection with the Engagement that may be deemed for any reason to constitute obligations of Artist. Thus the fee payable to Artist hereunder shall be net of all such taxes, charges, duties, fees, costs or obligations.
- Presenter shall furnish or provide at his sole expense any and all of the required work visas, necessary bonds, permits, licenses and authorizations from any and all government agencies, bureaus and departments.

ADVERTISING/PROMOTION/COMPS

- Purchaser agrees to hold up to five (5) complimentary tickets for Artist for each performance.
- Purchaser agrees that it will not commit Artist to any personal appearances, interviews, or any other type of appearance without prior written consent of the Artist or his Representative.
- Artist shall not be required to perform before any audience which is segregated on the basis of race or creed, or where physical violence or injury to Artist is likely to occur, nor where strikes or the threat thereof exists.

TECHNICAL INFORMATION for WYCLIFFE GORDON ONLY

Wycliffe Gordon Stage Requirements

- One instrument mic
- One high quality vocal mic
- One Monitor
- One Music stand
- One additional music stand (with cloth) for mutes
- One stool (for artist to sit on during musicians solos or selection breaks)
- Bottled water on stage
- Black hand towel on stage

This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties hereto. In the case of any conflict of terms, the terms contained in this agreement shall prevail.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Not Signed By:

Ellen Roberts

Purchaser

Ellen Roberts, VP Administrative Affairs
College of DuPage
10/31/2022

Date _____



Wycliffe Gordon

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Monday, October 3, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Coup de Cone Music, Inc f/s/o Wycliffe Gordon** (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 Request an exemption.

~~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.

COLLEGE OF DuPAGE
McAninch Arts Center

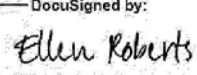
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 10/03/22

Date: October 25, 2022

DocuSigned by:

By: 49068CE0BC3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 10/31/2022

McAninch Arts Center
Contact Information

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

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: RE: Request for COI Waiver - Wycliffe Gordon
Date: Tuesday, October 25, 2022 10:49:18 AM

Hi Molly,

Insurance is waived for this performer.

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

From: Junokas, Molly <junokasm@cod.edu>
Sent: Tuesday, October 25, 2022 10:43 AM
To: Gieschen, Philip <giesche@cod.edu>
Subject: Request for COI Waiver - Wycliffe Gordon

Hi Phil,

Hope you're doing well.

We have a guest trombonist who is performing with the COD Community Jazz Ensemble in May 2023. He is unable to provide a COI. Would it be acceptable to waive the requirement for this artist? Contract attached for reference.

Thanks for your help,

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

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

Check Request - Coup de Cone Music

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

Fri, Apr 28, 2023 at 04:11 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for Coup de Cone Music. This is the final payment for Wycliffe Gordon's performance at the MAC on 05/12/23.

NOTE: Ellen McGowan to pick up check on 05/12/23.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

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