

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1687456
Vendor Name: Swanson Speaks, Inc
Invoice Number: TR23-HIJACKEDBAL
Invoice Date: 3/24/2023
PO Number:
Check Number: E0095128
Check Amount: \$ 3,750.00
Check Date: 05/09/2023
Voucher Number: V0784470
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.

Who Hijacked my Fairy Tale? Starring Kelly Swanson

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made as of Wednesday, March 30, 2022 (the "Effective Date"), by and between ("Producer"), represented by Producer's authorized agent, Arts Management Associates, LLC ("Manager"), a North Carolina limited liability company whose mailing address is 118 Castle Cove Lane, Castle Hayne, NC 28429, United States, and the presenter listed below ("Presenter") regarding performance(s) of the Producer's attraction known as **Who Hijacked my Fairy Tale? Starring Kelly Swanson** ("Artist").

This Agreement includes the information, terms, and conditions, below, as well as all attached riders and addenda provided by, or on behalf of, Manager or Producer, each of which are incorporated into and deemed part of this Agreement and considered validated by the signature(s) below.

1. PRESENTER

McAninch Arts Center
College of Dupage, 425 Fawell Blvd, Glen Ellyn, IL 60137
Diana Martinez Work: 630/942-3007 Email: MartinezD59@cod.edu Website: www.atthemac.org

2. VENUE

McAninch Arts Center Capacity: 820
College of Dupage
425 Fawell Blvd
Glen Ellyn
IL 60137
Technical Director: Michael W. Moon (630) 942-3010
Box Office Manager: Julie Elges (630) 942-3017
Facility Coordinator:

3. ENGAGEMENT INFORMATION

Event Date(s): **Saturday, May 13, 2023** Event Time(s): 07:30pm
Notes:

4. COMPENSATION

For the performance(s), Presenter agrees to pay the sum of **\$7,500.00 (USD)** according to the following schedule:

Payment:	Due Date	Amount
Deposit	2/13/23	\$3,750.00
Balance	5/13/23	\$3,750.00

Please make deposit payable to ARTS MANAGEMENT ASSOCIATES and mail to 118 Castle Cove Lane, Castle Hayne, NC 28429.
Please make balance due payable to SWANSON SPEAKS, INC, and hand deliver to Kelly day of show.

5. HOTEL AND TRANSPORTATION (if applicable)

For the performance(s), Presenter agrees to provide the following:
Presenter agrees to provide (1) one hotel room for one night plus hospitality and tech needs as outlined in attached artist rider.

6. MANAGER.

- a) In connection with this Agreement, Producer is represented at times by Arts Management Associates, LLC ("Manager").
- b) Producer agrees, and Presenter acknowledges, that Manager, as agent for Producer, may take or authorize any action on behalf of Producer or Artist under this Agreement. Notwithstanding anything to the contrary, both parties acknowledge that Manager is not a party to this Agreement.

7. PAYMENTS.

- a) All payments under this Agreement are due as set forth on the first page of this Agreement without additional demand or notice. Presenter is responsible to pay any sales, excise, service, use or other taxes now or hereafter imposed upon or required to be collected by Producer by any authority in connection with the performances under this Agreement, excluding taxes based upon Producer's net income. *Presenter shall inform Manager and Producer of any local taxes required to be collected/remitted by Producer.*

8. FACILITIES, EQUIPMENT, SERVICES, STAFF.

- a) In addition to all backline, production, and technical requirements and other provisions as described in the attached technical rider, Presenter agrees to furnish, at its own expense, for each performance and for any daytime rehearsal prior to each performance, if requested by Producer, the following: (i) the arrangement and supply of any other labor as will be necessary and/or required by any local labor organization or union having jurisdiction over the venue and services to be performed in connection with the performance(s) and rehearsal(s); (ii) all permits and other clearances that may be required in connection with the performance(s), including any licenses and fees required by the applicable performing rights society(ies) in connection with the public performance of live or recorded music at the venue, and (iii) Presenter agrees to provide backstage, hospitality as indicated by attached technical addendum.
- b) Presenter has sole responsibility for the safety of patrons and employees/contractors of the venue and will furnish appropriate insurance, ushering, security staff and such other means necessary in connection therewith and will maintain the public areas of the venue in a clean and safe condition. Presenter will take such reasonable measures to insure the safety and security of the Artist, its materials and personnel, the backstage areas, the parking areas where Artist's vehicle(s) are parked, and all other areas of the venue where the production activities will take place.

9. COMPLIMENTARY TICKETS.

Presenter will provide Producer with up to 8 complimentary house seats for each performance.

10. CONCESSIONS.

Upon request, Presenter agrees to provide personnel to sell Artist's merchandise in the lobby of the Venue before the performance, during intermission and after the performance. All gross proceeds shall be immediately delivered to designated representative on-site.

~~Presenter shall provide personnel to receive 20% of sales. If Presenter provides seller, Presenter shall provide~~

11. MEDIA, PROMOTION AND PUBLICITY.

- a) The Producer grants to Presenter the right to use the names, likenesses, and biographical material of the personnel of the Artist for informational purposes and to publicize and advertise the performance(s), but all uses shall conform with the Producer's billing procedures used in connection therewith.
- b) Presenter agrees to use only those publicity photographs furnished by Producer. Other than such Producer-approved publicity and media activities, Presenter agrees that it shall not make, or permit, any audio, visual or audiovisual recording of any performance or rehearsal of any member of the Artist without prior written consent.
- c) Presenter expressly acknowledges that the Artist's production, including the live performance, music, scripts, choreography, sets, costumes and other creative elements, are the intellectual property of, or are licensed to, Producer and may not be copied, reproduced, recorded, distributed or adapted without Producer's prior written consent. Credentialed media may be allowed to videotape and otherwise record limited portions of the production for use in news broadcasts and other promotional uses only upon Producer's prior written consent. A single camera of a television station may videotape portions of the production for news and publicity purposes only. Presenter agrees that the Producer will have the right to film or otherwise record the performance(s) being presented at the venue as long as such recording does not interfere with the public enjoyment of the presentation.

12. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that it has the power and authority to enter into this Agreement and fulfill its obligations hereunder. Presenter further represents and warrants that: (a) it is at the present time, or will be the owner or operator of, or has a valid lease for the venue covering the date(s) of performance(s). (b) it shall be in compliance with all applicable laws, rules and regulations, including union requirements and regulations with respect to the Venue and the performance, plus any other third party agreements to which it is subject; and (c) it has in full force and effect all insurance policies required by law (such as Workers' Compensation) and a general commercial liability insurance policy and property damage policy each for limits of no less than \$1,000,000 per incident and \$5,000,000 in the aggregate for damages to persons or property. Upon Producer's request not less than sixty (60) days prior to the first performance, Presenter shall provide Manager with a copy of the certificate(s) of insurance evidencing such coverage.

~~Presenter shall provide Manager with a copy of the certificate of insurance and endorsement from~~

13. TERMINATION; REMEDIES.

- a) In the event that Manager/Producer breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, Presenter may terminate this Agreement upon ten (10) business days prior written notice if Manager/Producer does not cure such breach within such time period.
- b) In the event Presenter breaches or defaults in the performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event that prior to the date of the first performance, the Presenter has failed, neglected or refused for any reason whatsoever, to perform any obligations under any agreement with any other artist, attraction or producer, or if in the reasonable opinion of the Producer, the financial standing or credit of Presenter has been impaired or is unsatisfactory, and such event does not constitute a force majeure event, such event shall be deemed an "Event of Default" and Manager/Producer shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that the Producer may have refused offers for other performances in order to enter into this Agreement and that the Producer may have incurred substantial out of pocket expenses in connection herewith and, therefore, agrees that, in an Event of Default, any and all sums payable to the Producer as compensation under this Agreement be immediately due and payable (which shall include, without limitation, the full Engagement Fee, plus any other costs specified herein) and that any and all sums paid to Manager/Producer as deposits or advances shall be retained by Producer as liquidated damages.
- c) The Producer shall have, in addition and not in lieu of those remedies set forth above, the right if there is an Event of Default, to exercise all of its rights and remedies against the Presenter at law or in equity. All such rights and remedies may be exercised cumulatively.

14. INDEMNIFICATION.

~~Presenter shall defend, indemnify and hold harmless each other, except to the extent caused by the gross negligence, willful misconduct, or infringement of any third party intellectual property rights. Manager and/or Producer shall be entitled, but not required, to participate, at their own expense, in the defense of any such claim. Presenter will not acquiesce to any judgment or enter into any settlement that adversely affects Manager or Producer's rights or interests without the prior written consent of the indemnified party.~~

In addition to ^{the parties'} ~~Purchaser's~~ other indemnification obligations, ^{both parties} ~~Purchaser~~ will indemnify, defend, and hold ^{each other} ~~Artist~~ harmless against any and all third-party claim, liability, and/or loss arising out of or in connection with the foregoing obligation in connection with COVID-19 or subsequent health epidemics. Purchaser shall implement all safety measures in connection with Engagement to safeguard the health, safety, and well-being of Artist and all other persons engaged by, or at the direction of, Purchaser.

15. STATUS OF PARTIES.

It is agreed that the performance(s) hereunder are to be presented to the public by Presenter as principal, and the Producer is merely furnishing the production to Presenter on the basis described herein. Presenter is not the representative of Manager, Artist or Producer, and has no authority to bind or commit the Manager, Artist or Producer in any way not set forth in this Agreement. Manager represents that it has the authority to bind Producer to this Agreement. Notwithstanding anything to the contrary, Presenter acknowledges that Manager is an agent for a disclosed principal and that Presenter expressly agrees that it shall not hold Manager liable, and waives any claims against Manager, for the acts or omissions of the Producer or the Artist.

16. LIMITATION OF LIABILITY.

EXCEPT WITH RESPECT TO OBLIGATIONS OF INDEMNIFICATION, AND AS OTHERWISE SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. PRODUCER'S CUMULATIVE LIABILITY TO ALL PARTIES, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT.

17. FORCE MAJEURE.

- a) Except for payment obligations, in the event that the performance of any of the covenants, duties, or obligations of this Agreement on the part of the Producer or Presenter shall be prevented, interrupted, delayed or suspended by any force majeure event, as defined herein, and provided that there has been due diligence in attempting performance under the circumstances, either party may terminate this Agreement without any liability on either party for any damages arising from such termination.
- b) Either party having knowledge of any force majeure event or the imminence of any such event shall promptly notify the other party. In such event, the Producer and Presenter will use commercially reasonable efforts to reschedule the performance(s) on the same terms and conditions set forth herein, subject, however, to the Artist's availability.
- c) "Force Majeure" shall mean severely inclement weather; illness, death or incapacitation of a key member of the Artist (as determined by the Producer in its sole judgment) or death or life threatening illness of an immediate family member of a key member of the Artist; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident;

explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on the Presenter's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. Notwithstanding the foregoing, the Presenter's cancellation or rescheduling of the performance(s) or other services of the Artist due to Presenter's fiscal insolvency, poor ticket sales, scheduling problems, or for any other financial reason, shall not be deemed a force majeure event and the Presenter shall not have the right to terminate this Agreement without liability on the part of the Presenter.

18. ARBITRATION.

Any dispute, controversy or claim arising out of or related to this Agreement that the parties are unable to resolve after good faith discussions or negotiations, will first be submitted to mediation through ~~Volunteer Lawyers for the Arts in New York City~~. If mediation is unsuccessful, the matter shall be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association. The parties select expedited arbitration in ~~New York City~~ using one arbitrator as the sole forum for the resolution of any dispute between them. Such arbitrator shall be experienced in performing arts and entertainment matters. The arbitrator may make any interim order, decision, determinations, or award he deems necessary to preserve the status quo until he is able to render a final order, decision, determination or award. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees.

19. GENERAL

Each party is an independent contractor in relation to the other party with respect to all matters arising under this Agreement and nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default. Presenter's obligations hereunder may not be assigned or subcontracted without the prior written consent of Producer. Any official notice given pursuant to this Agreement shall be sent to the other party at the address stated on the first page of this Agreement by: (i) certified mail return receipt requested, (ii) overnight courier or (iii) facsimile or electronic mail followed by a hard copy by one of the prior methods. Neither party hereto shall be deemed to be the drafter of this Agreement and, if this Agreement is construed in any court or arbitration proceeding, said court or arbitrator shall not construe this Agreement or any provision hereof against either party as the drafter hereof. If any part of this Agreement shall be held or declared to be invalid or unenforceable for any reason by any arbitrator or court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of this Agreement. The provisions of Sections 7, 11, 14, 15, 16, 18, 19, any accrued payment obligations plus any other provisions which by their nature are intended to survive, shall survive the expiration or termination of this Agreement regardless of the reason or reasons therefore. This Agreement represents the entire agreement between the parties and supersedes any prior written or oral agreements, understandings, guarantees or representations and any provision on a Presenter purchase order or other document purporting to supplement or vary the provisions hereof shall be void. No amendment or modification of this Agreement shall be made except by a writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PRESENTER:

DocuSigned by:

By:

Ellen Roberts

49066CF08C3F425...

Name:

6/13/2022

ARTIST:

By:

Kelly C Swanson

Name:

Kelly Swanson

Who Hijacked My Fairy Tale Starring KELLY SWANSON

TECHNICAL RIDER

(Updated 01/2020)

Please verify with Agent that this is the most up-to-date version of this rider prior to determining production expenses!

CONTACTS:

TECHNICAL CONTACT / KELLY SWANSON kelly@kellyswanson.net

AGENT: Arts Management Associates www.ama.bz Joy Amada E: joy@ama.bz M: 910-299-6505

PERFORMANCE AREA / STAGE:

Artist requests a minimum performance space of 22' x 16' Stage (cleared of obstructions such as podiums, cables, speakers, band or DJ equipment) with a smooth, clean and level surface. Any mirrors directly behind the stage must be covered. The venue should be suitably heated or cooled (air-conditioned) and well-ventilated.

Artist travels with a pop-up backdrop that is approximately 15' x 10'. Artist may ship to your theatre in advance and post-performance, request shipment to address provided along with Fedex Account to charge. Artist accepts responsibility for all shipping costs incurred and will confirm prior to engagement.

PROPS:

Venue must provide small sofa or love seat (approximately 4'-5' in length) with 2 side tables, 2 chairs and a rug (8' x 10') to create a living room. Additional props such as lamps, magazines and dressing are appreciated. Please see attached photos and furniture rider.

Bottled water and hand towels place on table in the wings (stage right).

HAND PROPS:

Artists travels with a variety of small hand props, please confirm with agent.
Wine bottle, wine glass, small glass bowl, clock, scarf, and jacket.

AUDIO:

Performance venue should have a Professional Quality Sound System, capable of clean, uniform coverage of the performance area.

MICROPHONES:

Artist travels with Headset, please contact agent/technical director for details.

MONITORS:

On Stage: Two (2) Small Monitors (wedge or side-fill)

LIGHTING:

At start of performance, Artist requests curtain or scrim in front of "Living Room" with a spotlight on stage left in front of curtain where Artist begins. Then, after monologue, Artist moves to center stage as curtain rises and then a full stage-wash of soft N/C, a cool and a warm wash. 3-5 Specials are necessary (couch, each chair, and down stage center of carpet). Please have Technical/Lighting Director contact producer or agent to discuss options. NOTE: Performer may request HOUSE LIGHTS from stage, during performance.

LABOR:

The following are suggested minimum crew requirements and estimated-times for load-in, set-up, hang, focus, technical rehearsals and load-out for all activities, which shall be arranged & directly compensated by presenter.

SET UP, SOUND CHECK & SHOW CALL

10-Hour Call (Beginning 4 hours prior to curtain)

- a. 1 - Electrician/Lighting Technician/Board Operator
- b. 1 - Audio/Visual Operator

INTERNET / WIFI:

Artist requests WIFI Access in the theater and back stage.

HOTELS/HOSPITALITY/CATERING

Hotels: Up to 2 Queen Rooms at a 3-star or similar brand name hotel.
Room should include, Parking and Free wifi

At Load-in and throughout performance

- 6 (six) - bottles non-carbonated spring water
- 1 (one) - small fruit and cheese tray plus
- 4 energy bars and assorted nuts
- 1 (one) - coffee and tea service - to be replenished as needed
- 4 (four) - hand towels are requested

SALE OF MERCHANDISE:

Artist shall have the right, but not obligation, to sell souvenir items. Artist requests two 8 ft tables in the lobby, for both the sale of merchandise, beginning prior to the performance, at intermission, and following the performance and which point artists will meet and greet audience immediately following performance. Artist may have own personnel sell merchandise or may opt to hire venue staff.

Local Merchandise rate if ARTIST sells? ☐ NO ☐ YES If VENUE sells? ☐ NO ☐ YES

GROUND TRANSPORTATION

For fly-in dates, Artist requests ground transportation to/from airport, hotel and venue.

ACCEPTED AND SIGNED:

DocuSigned by:

Ellen Roberts

marinez.martinezds@concordia.edu

SIGNATURE OF PRESENTER / EMAIL ADDRESS / PHONE NUMBER

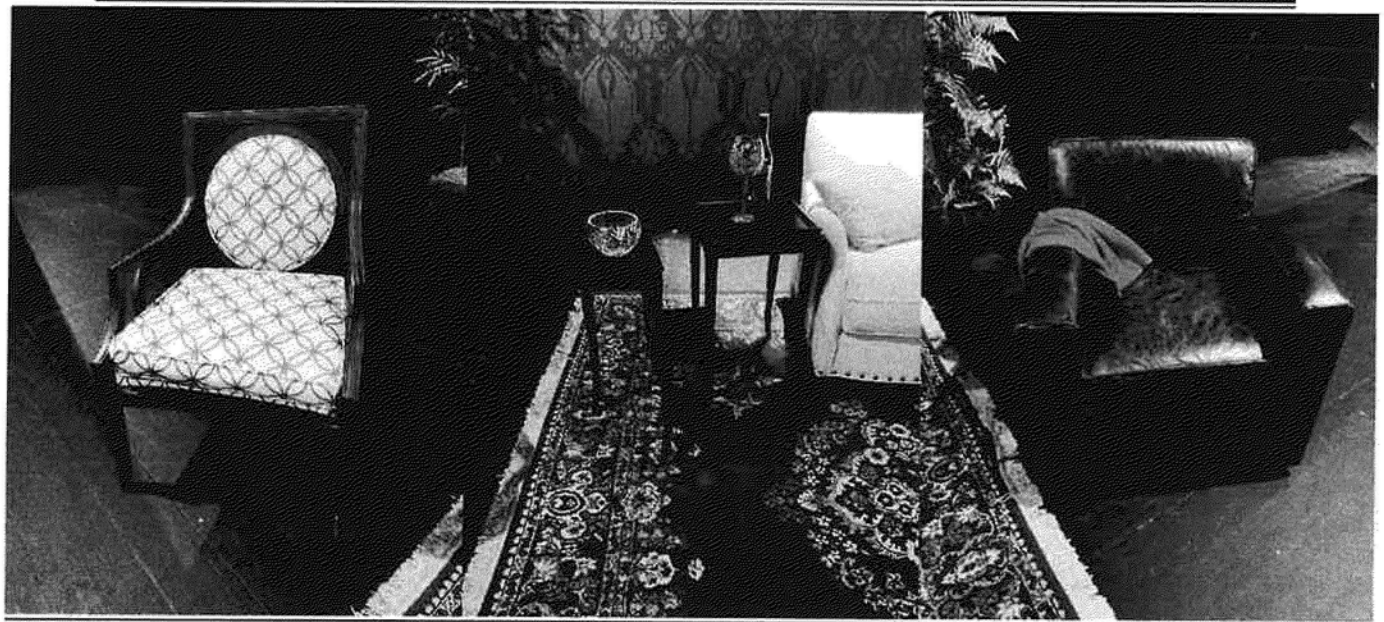
Vice Administrative Affairs

Kelly C Swanson

SIGNATURE OF ARTIST

Examples of furniture and stage layout







McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Wednesday, March 30, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Arts Management Associates, LLC f/s/o Who Hijacked my Fairy Tale? Starring Kelly Swanson** (herein known as ARTIST).

Relationship / Provisions

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

Payment

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

Insurance / Indemnity / Force Majeure / Cancellation

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

Choice of Law and Forum

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

Tech / Hospitality Rider

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

Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.
16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.
17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

License / Permits

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.
19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).
20. PURCHASER confirms that it is the sole responsible authority for the venue.
21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder. ~~Purchaser will similarly indemnify, defend and hold harmless ARTIST.~~

Tobacco / Alcohol / Drug Clause

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.
23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.
24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

Sponsorship

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

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to
- a. High resolution (300 dpi or higher) electronic photos
 - b. Press kit including bio, reviews, photos
 - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

Performance Radius

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

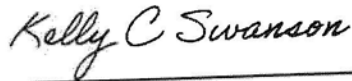
COVID-19 Protocol

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

COLLEGE OF DuPAGE
McAninch Arts Center

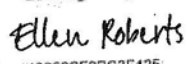
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 05/09/22

Date: 5/10/2022

DocuSigned by:
By: 
49D68CF8BC3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

6/13/2022
Date: _____

McAninch Arts Center
Contact Information

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

Owen Craver

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OCTOBER 29, 2020

Policy Number: 83 SBM AJ1YXU

Policy Holder Name: Swanson Speaks, Inc.

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,
The Hartford

HOW TO REACH US

If you have questions, you can reach The Hartford the following ways:

ONLINE BY VISITING

<https://business.thehartford.com>

POLICY QUESTIONS

1-877-853-2582,
Monday - Friday
7 a.m. - 7 p.m. CT

24 HOUR CLAIMS HOTLINE

1-800-327-3636, always open



OCTOBER 29, 2020

Welcome to The Hartford

Policy Number: 83 SBM AJ1YXU

We and BUNKER PROTECT INC thank you for your business. Enclosed is your new business insurance policy. It includes forms, notices, disclosures and other important information about your coverage. In some cases, you may have paperwork that requires your special attention. If so, you'll see those documents packaged together right after this letter.

WHAT TO DO NEXT

Want a digital version of your policy? We make it easy. You can download a copy instantly when you access your account online. Plus, you'll also be able to quickly and easily do things like:

- Pay bills
- Request certificates of insurance
- Ask questions

Visit <https://business.thehartford.com> to get started today.

Sincerely,

The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



IMPORTANT NOTICE TO POLICYHOLDERS

Enclosed is your spectrum policy from the Hartford. We are providing you with a complete set of policy forms, notices and brochures. In the interest of paper conservation and to reduce expenses, at renewal of this policy we will be providing you only with those documents which have changed from those now being provided. You should retain all of these documents indefinitely so that you will have a complete set of policy forms at all times for your reference.

If you have questions, or if at any time you need copies of any of the forms listed on your policy you may access them by registering for access to the customer service portal at business.TheHartford.com. You may also request them by calling your Hartford agent or broker, or the office of the Hartford identified on your policy, as appropriate.

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: RE: For Review/Approval - COI Glenn Miller Orchestra
Date: Monday, July 25, 2022 8:23:56 AM

Hi Molly,

Insurance limits is accepted as presented.

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

From: Junokas, Molly <junokasm@cod.edu>
Sent: Friday, July 22, 2022 10:27 AM
To: Gieschen, Philip <giesche@cod.edu>
Subject: For Review/Approval - COI Glenn Miller Orchestra

Hi Phil,

We have the Glenn Miller Orchestra coming to perform at the MAC in May 2023. When I asked for a COI and Endorsement, the agent told me that their renewal date is in March. So this certificate term does not cover the date of the concert. They will send the new COI when it is available.

Can you let me know if their current COI/EP is approved as-is so that I can route the performance contract for signature in the meantime?

Thank you,

Molly Junokas

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

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

Check Request - Swanson Speaks, Inc

"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 Swanson Speaks, Inc. This is the final payment for Kelly Swanson's performance at the MAC on 05/13/23.

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

1 attachment

Swanson Speaks Inc Inv TR23-HIJACKEDBAL 3750.00 Fairy Tale Final 05-13-23.pdf