

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1086528  
Vendor Name: IMG Artists, LLC  
Invoice Number: TR23-PRIDEBAL  
Invoice Date: 5/31/2023  
PO Number:  
Check Number: E0095688  
Check Amount: \$ 12,500.00  
Check Date: 06/14/2023  
Voucher Number: V0788342  
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](mailto:invoicing@cod.edu)**

## Check Request Form (cont.)

### Processing a Check Request:

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

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

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


**IMG Artists**

## ENGAGEMENT AGREEMENT

### Agreement

This agreement, made on Thu 27 Apr 2023 by and between **College of DuPage McAninch Arts Center**, 425 Fawell Boulevard, Glen Ellyn, IL 60137, United States (hereinafter referred to as "Presenter") and **IMG Artists FSO Pride Anthems**, (hereinafter referred to as "Artist"), hereby serves to bind both parties to the following terms of engagement as stated:

### Performance Details

Sat 24 Jun 2023	6:00 PM	College of DuPage McAninch Arts Center - Lakeside Pavilion (outdoor)	Two (2) 45 min sets w/ intermission
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### Program

Pride Anthems featuring Natalie Joy Johnson, Kevin Smith Kirkwood, and Jon-Michael Reese

### Fee and Expenses

**\$15,000.00 (Fifteen Thousand USD)** plus a \$500 ground buyout, plus eight (8) single king rooms at a minimum Lisle Hilton for two (2) nights

### Other Special Terms

- Fee is special and confidential
- Artist rider is an integral part of this agreement

### Payment Terms

Payment for Pride Anthems performance should be issued in two payments as follows:

- Please issue a 20% deposit in the amount of **Three Thousand (\$3,000) USD** upon execution of contract.
- Balance payment of **Twelve Thousand (\$12,000) USD plus Five Hundred (\$500) USD ground buyout** due immediately following the performance.

Both payments are to be sent via ACH to IMG Artists, LLC. Amegy Bank. 1717 W Loop S, Houston, TX 77027. Account: 5793974071. Routing: 113011258. Payment reference: Pride Anthems

This Agreement is hereby duly signed and governed by the Terms and Conditions overleaf, which are expressly incorporated. Any attached schedules or riders form an integral part of this agreement.

DocuSigned by:

*Ellen Roberts*

49066CF08C3F425...

**PRESENTER**

Date: 5/30/2023

*T. S. R.*

**ARTIST**

Date:





**IMG Artists**

## TERMS AND CONDITIONS

1. IMG Artists is Artist's authorized agent for all purposes hereunder. Presenter agrees to pay the total due by check(s) or ACH/wire which is made payable according to page one of this contract.
2. If Artist is unable to perform the Engagement for any reason beyond the control of the Artist, including without limitation, illness of Artist or death or life threatening illness of an immediate family member of Artist, accident, or any incapacity, fires, labor disputes, public emergency or calamity, epidemic, pandemic, viral, bacterial, or other communicable disease transmission, or other public health-related concerns, disruption of air traffic, act of terrorism, or Act of God ("force majeure"), this agreement shall terminate with respect to the Engagement and neither party shall be liable to the other for any damage arising from the Artist's inability to perform. If, for any such reason, Artist is able to perform only a portion of the Engagement, then the Engagement Fee shall be reduced on a pro-rata basis. Cancellation or rescheduling of the Engagement by Presenter due to Presenter's fiscal insolvency, poor ticket sales or scheduling problems, or for any other reason, shall not be deemed a force majeure event giving rise to termination without liability on the part of Presenter.
3. Presenter agrees to provide the Engagement Site and rehearsal area, including stage and dressing room, furniture, stage lighting, sound equipment and other items, each as reasonably requested by Artist and each in a clean, comfortable and safe condition, professional personnel to operate all such equipment, all necessary house staff (back and front of house) and a page turner (if requested by Artist), each at Presenter's expense. Presenter further agrees to honor Artist's specific needs as detailed in any riders attached hereto.
4. If a piano is required for the Engagement, Presenter will furnish at Presenter's expense ~~one properly tuned 9-foot Steinway concert grand piano (or other piano acceptable to Artist) in excellent condition, tuned, for use during the Engagement.~~ Since this event is outdoors, Presenter will provide electric keyboard (Yamaha Motif XF 8) in lieu of piano. TT
5. Presenter will be solely responsible for payment of all royalties or license fees required in connection with performance of works on Artist's program.
6. Presenter agrees that the Engagement (and any rehearsals) will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced or extended beyond the Engagement site without the prior written consent of Artist, through IMG Artists.
7. Artist, through IMG Artists, agrees to furnish Presenter with reasonable quantities of available publicity materials solely for use in promoting and publicizing the Engagement. Presenter acknowledges that IMG Artists is unable to provide Presenter with program notes. Upon request, Presenter agrees that any promotional materials produced by Presenter in connection with the Engagement in which the Artist's name or likeness is included is subject to Artist's prior approval, through IMG Artists.
8. Presenter agrees that it will produce the program for the Engagement at its own expense. If requested, Presenter agrees to supply Artist, through IMG Artists, with all pages of the program on which Artist's name or likeness appears and such pages are subject to Artist's approval, through IMG Artists. Presenter agrees to include text and/or inserts as provided by Artist (through IMG Artists) in each program and program credits as follows:
  - (i) **Pride Anthems** appears by arrangement with IMG Artists, LLC, 7 West 54<sup>th</sup> Street, New York, NY 10019. 212-994-3500
9. ~~Presenter will use best efforts to furnish complimentary tickets to the Engagement as follows: 4 for Artist and 2 for manager unless otherwise stipulated in a rider attached hereto.~~ Concert is free and open to the public, all are welcome. TT
10. Notwithstanding anything to the contrary contained herein, if Presenter incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorneys' fees) relating to the non-appearance by Artist for reasons other than those enumerated in Paragraph #2 in connection with the Engagement, Artist's liability to Presenter shall not exceed 10% of Artist's fee hereunder (excluding Artist's expenses payable by Presenter hereunder).
11. Artist shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist, its officers, agents, or employees. Presenter shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees.



IMG Artists

TERMS AND CONDITIONS

12. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois, ~~New York~~, without giving effect to the principles of conflicts thereof. In the event a dispute arises under this see MAC ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be submitted to arbitration and resolved Rider #11 by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect. All such arbitration shall take place ~~at the office of the American Arbitration Association located in New York, New York~~ in the State of IL, see MAC Rider #11 TT. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The arbitration provisions of the ENGAGEMENT AGREEMENT shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by an arbitrator. Each of the parties hereby consents to the jurisdiction of New York courts for such purpose. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

13. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
14. This ENGAGEMENT AGREEMENT cannot be assigned or transferred without written consent of Artist, through IMG Artists.
15. Presenter agrees not to modify by hand the face of this ENGAGEMENT AGREEMENT, including the terms and conditions and any riders hereto, without IMG Artists' prior approval. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.

DocuSigned by:

Ellen Roberts

49066CF0BC3F425

PRESENTER

Date: 5/30/2023

T.S. R

ARTIST

Date:



IMG Artists

**Please disregard any previous rider versions you may have received for this Artist**

## **Pride Anthems Rider**

### **A Vibrant Musical Journey from 1969-Today**

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT DATED BETWEEN College of DuPage, McAninch Arts Center (Hereinafter referred to as "PRESENTER"), AND IMG Artists. (Hereinafter referred to as Producer) F/S/O "Pride Anthems" (hereinafter referred to as "ARTIST").

Absolutely no changes are to be made to this rider without prior agreement with Producer.

#### **1. STAGE, SOUND, and VIDEO EQUIPMENT**

In order to assure a quality show, PRESENTER agrees to provide ARTIST with the following, at PRESENTER'S sole cost and expense:

- a. A stage for performance with adequate space for a standard drum set, acoustic & electric bass with amps, acoustic & electric guitar with amps, ~~piano~~, keyboard, and two (2) vocalists. The stage must be flat, smooth, and stable. Since this event is outdoors, Presenter will provide electric keyboard TT (Yamaha Motif XF 8) in lieu of piano.
- b. A professional lighting system suitable to adequately illuminate the stage area. A separate lighting director on site, to produce live light accompaniment.
- c. At least three (3) appropriately sized load-bearing risers to accommodate drummer, bass, and guitar players.
- d. A professional sound augmentations system, with at least 32 inputs, and 8 separate monitor mixes, capable of providing clear, undistorted, evenly distributed sound throughout the audience area. The system must be complete with at least sixteen (16) high quality microphones, and eight (8) high quality monitor speakers. An engineer experienced in the house system to operate said system must be on hand for the sound check and performance. A monitor engineer is required to separately mix stage monitors.

#### **2. BAND PERSONNEL**

- a. Vocal 1
- b. Vocal 2
- c. Vocal 3
- d. Piano / keyboards
- e. Acoustic / Electric Guitar
- f. Electric Bass
- g. Drums



IMG Artists

### 3. BACKLINE & EQUIPMENT

- a. Three (3) wireless vocal microphones
- b. One (1) bass amp & microphone
- c. One (1) guitar amp & microphone
- d. One (1) keyboard amp & microphone
- e. Two (2) piano microphones
- f. Seven (7) drum microphones - kick drum mic, overheads, snare drum, three (3) toms
- g. Four (4) heavyweight black music stands with music clips
- h. Seven (7) Monitor wedges

HOUSE MONITORING AND LIGHTING ENGINEERS MUST BE PROVIDED AT NO COST TO ARTIST.  
IT IS OF THE ESSENCE OF THIS AGREEMENT THAT PRESENTER FULFILL ALL TECHNICAL REQUIREMENTS INCLUDING THE FOLLOWING LIST OF BAND GEAR AT NO EXTRA COST TO ARTIST:

#### i. Piano:

- i. One (1) ~~grand or baby grand piano~~ Since this event is outdoors, Presenter will provide electric keyboard (Yamaha Motif XF 8) in lieu of piano.
- ii. One (1) adjustable piano seat

TT

#### j. Keyboard plus amp, stand and pedals (Nord stage series, Yamaha, or Korg. Exact model to be advanced)

- i. Stereo DI box (to connect artist's MacBook to play tracks)

#### k. Drums:

- i. One (1) drum kit, rug, hardware, and cymbals. Yamaha Maple Custom, with Coated Ambassador heads preferred. **The drum kit should include:**
  - o One (1) 20" or 22" (for large stages) bass drum with hole in head
  - o One (1) 10" tom
  - o One (1) 12" tom
  - o One (1) 14" floor tom
  - o One (1) 14" snare drum medium to thick
  - o One (1) bass drum pedal
  - o Five (5) Cymbal stands
  - o One (1) Drum throne (padded stool)
  - o One (1) Hi-hat stand **with** clutch
  - o One (1) Snare stand
  - o One (1) 6' x 6' drum rug



**IMG Artists**

**l. Bass:**

- i. Amp: Mark Bass Head SD 1200 w/ Standard 104HR Cabinet **OR** Galien-Kreuger 400RB-IV w/ 410RBH Cabinet
- ii. Fender **OR** Marshall bass amp (bassist will carry his/her own electric bass)
- iii. One (1) DI box for bass pedal

**m. Acoustic & Electric Guitar** (guitarist will carry his/her own acoustic & electric)

- i. Two (2) high quality guitar stands or a rack (Hercules brand or similar that closes around the neck of the guitar to prevent it from falling)
- ii. Amp: Fender Princeton **OR** Fender Deluxe Reverb
- iii. Two (2) DI boxes for acoustic & electric guitars

**4. STAGE HOSPITALITY:**

- a. Two (2) small bottles of still mineral/spring water per musician
- b. Two (2) small hand towels per musician

ALL EQUIPMENT FOR PERFORMANCE MUST BE SET UP, POSITIONED, AND WIRED ON PERFORMANCE STAGE AS ILLUSTRATED ON THE STAGE PLOT (TBD) AT LEAST ONE HOUR PRIOR TO SOUND CHECK. THIS IS VERY IMPORTANT TO ENSURE A THOROUGH SOUND CHECK.

**5. VIDEO:**

- a. ~~PRESENTER will provide a DLP or LCD Data/Video projector and screen with the appropriate lensing to fit the venue's throw requirements. Must be connected to house PA system for audio playback. Further details to be advanced with the Tour Manager~~

No video available in outdoor pavilion.  
Contact Joe Hopper with questions  
630-942-2913

TT

**6. TRANSPORTATION:**

Local ground transportation to be provided from airport to hotel/venue roundtrip. Must be an XL vehicle that can comfortably accommodate seven (7) artists, one (1) touring personnel plus all musical equipment. Please contact Tour Manager to schedule pickups/drop offs.

**7. ACCOMMODATIONS:**

Presenter will provide eight (8) single hotel rooms in a four (4) star hotel, including breakfast, in a reasonable distance to the venue. Parking must be included at the venue and hotel.

**8. PARKING:**

Parking and height clearance for a 15-passenger van to be provided at both venue and hotel, if ARTIST is traveling with personal transport



**IMG Artists**

## 9. DRESSING ROOMS:

PRESENTER shall furnish ARTIST, at PRESENTER'S sole cost and expense:

- a. One (1) large Green Room
- b. Three (3) dressing rooms for each vocalist, each with private shower and bathroom, one (1) iron and ironing board and/or steamer
- c. Two (2) dressing rooms for the band
- d. One (1) production office for Tour Manager.
- e. All areas should be clean and dry as the weather shall require. The dressing rooms should be guarded or capable of being locked, particularly when ARTIST is performing.

## 10. HOSPITALITY

- a. One (1) Deli & Cheese Tray with fresh sliced bread for sandwiches (upon arrival) with fixings (lettuce, tomato, mayo, mustard etc)
- b. Assorted juices (Apple, Orange, or Cranberry) and assorted soft drinks
- c. Pitchers of Water
- d. Utensils, glasses, napkins, ice for eight (8) people
- e. HOT MEAL sufficient for eight (8) people. (Chicken, Fish, with Vegan options. There 1 pescatarian). Menu to be advanced with Tour Manager
- f. ~~Red & white wines~~ No Alcohol, see MAC Rider #23 TT
- g. ~~Assorted bottles of beer - local brewery, preferably~~

**ARTIST requests that PRESENTER agrees to make reasonable efforts to: (a) minimize or eliminate the use of single use plastics by providing reusable alternatives to single use items including but not limited to straws, cups and utensils; (b) minimize packaging; and (c) utilize recycled materials whenever possible.**

PRESENTER agrees to have a representative capable of making any decisions pertaining to the engagement on hand from the time of arrival of the production equipment through the time of departure. This representative must have copies of all documents pertaining to the engagement. PRESENTER'S representative must be in constant contact with ARTIST'S representative to guarantee a smooth and efficient presentation.

## 11. COMPLIMENTARY TICKETS:

~~PRESENTER agrees to provide ARTIST with ten (10) complimentary tickets for each performance.~~  
Concert is free and open to the public, all are welcome. TT

## 12. BILLING / ADVERTISING:

ARTIST is to be billed in all print materials, Marquees, Print Ads, Radio Ads, Tickets and any other marketing materials only as **"Pride Anthems - A Vibrant Musical Journey from 1969-Today"**

PRESENTER shall send all marketing materials for approval to **Jean Lee, jlee@imgartists.com**, prior to print or going live on the web.



**IMG Artists**

### 13. INSURANCE

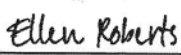
PRESENTER agrees to retain all necessary personal injury or property damage liability insurance with respect to the activities of ARTIST on the premises of PRESENTER or at such other location where PRESENTER directs ARTIST to perform. PRESENTER agrees to indemnify and hold ARTIST and IMG harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of PRESENTER while ARTIST is rendering the contracted services except for claims arising from ARTIST's willful misconduct or gross negligence. Artist shall provide Certificate of Insurance and Endorsement Page naming College of DuPage, see MAC Rider #8 TT

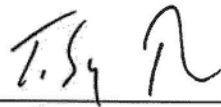
### 14. RIDER ADHERENCE AND DISSEMINATION:

No deletions, additions, or substitutions to this document will be accepted unless counter-initialed by ARTIST's signatory. PRESENTER hereby guarantees that this rider will be adhered to and that these documents will be distributed exactly as is (or as corrected and approved) to the appropriate technical and administrative personnel at the venue as contracted. If PRESENTER is unable to fulfill any of the terms in the contract or needs additional information, please contact:

Jean Lee  
IMG Artists  
7 West 54th Street  
New York, NY 10019  
212-994-3523  
E: jlee@imgartists.com

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

DocuSigned by:  
  
49066CF0BC3F425...  
**PRESENTER**

  
**IMG ARTISTS**

**Date:** 5/30/2023

**Date:**



**IMG Artists**

**CONTACTS**

**Booking**

Toby Tumarkin

IMG Artists

917-207-0294

[ttumarkin@imgartists.com](mailto:ttumarkin@imgartists.com)

**Contracts, Marketing & Servicing**

Jean Lee

IMG Artists

212-994-3523

[jlee@imgartists.com](mailto:jlee@imgartists.com)

**Tour Manager/Production**

Gabriel Fraivillig

267-885-6138

[fraivillig1@gmail.com](mailto:fraivillig1@gmail.com)

*Please also 'cc Jean Lee on all correspondences to TM*





**IMG Artists**

**Presenter Information Form**

Please complete this information for itinerary purposes.

College of DuPage, McAninch Arts Center

**Presenter** \_\_\_\_\_  
425 Fawell Blvd, Glen Ellyn, IL 60137

**Presenter address** \_\_\_\_\_  
McAninch Arts Center Lakeside Pavilion

**Venue name** \_\_\_\_\_  
425 Fawell Blvd, Glen Ellyn, IL 60137

**Venue Physical address** \_\_\_\_\_  
2000 (outdoor)

**Hall capacity** \_\_\_\_\_ **Stage Dimensions** \_\_\_\_\_  
630-942-3008 630-942-3002

**Phone numbers: Main** \_\_\_\_\_ **Fax** \_\_\_\_\_  
630-942-2000 630-942-4000 630-942-2913

**Emergency** \_\_\_\_\_ **Box Office** \_\_\_\_\_ **Backstage** \_\_\_\_\_  
Doubletree by Hilton Naperville/Lisle

**Recommended Nearby Hotels** \_\_\_\_\_

**Venue Contacts**

Diana Martinez

**Director** \_\_\_\_\_  
630-942-3007 martinezd59@cod.edu

**Phone** \_\_\_\_\_ **e-mail** \_\_\_\_\_  
Joe Hopper

**Tech Director** \_\_\_\_\_  
630-942-2913 hopper@cod.edu

**Phone** \_\_\_\_\_ **e-mail** \_\_\_\_\_  
Joe Hopper

**Event Coordinator** \_\_\_\_\_  
630-942-2913 hopper@cod.edu

**Phone** \_\_\_\_\_ **e-mail** \_\_\_\_\_  
Janey Sarther

**Marketing/Publicity** \_\_\_\_\_  
630-942-4525 sarther@cod.edu

**Phone** \_\_\_\_\_ **e-mail** \_\_\_\_\_  
Rob Nardini

**FOH Manager** \_\_\_\_\_  
630-942-3705 nardinir@cod.edu

**Phone** \_\_\_\_\_ **e-mail** \_\_\_\_\_  
Julie Elges

**Ticket Counts/Box Office** \_\_\_\_\_  
630-942-3017 elgesj@cod.edu

**Phone** \_\_\_\_\_ **e-mail** \_\_\_\_\_

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

This Rider, dated **Wednesday, May 3, 2023**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **IMG Artists f/s/o Pride Anthems** (herein known as ARTIST).

**Relationship / Provisions**

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

**Payment**

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

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

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

**Choice of Law and Forum**

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

**Tech / Hospitality Rider**

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

#### **Ticketing**

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

#### **License / Permits**

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

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

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

#### **Sponsorship**

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

#### **Merchandising / Concessions**

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

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

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

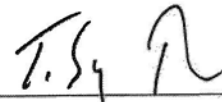
#### **Performance Radius**

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

**COLLEGE OF DuPAGE  
McAninch Arts Center**


**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: 05/03/23

Date: \_\_\_\_\_

DocuSigned by:  
  
By: 49066CF0BC3F425...  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

5/30/2023  
Date: \_\_\_\_\_

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**McAninch Arts Center  
Contact Information**

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



IMGARTI-01

JSADOFISKY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2023

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 <b>La Playa LLC</b> 222 Purchase Street Unit #303 Rye, NY 10580	CONTACT NAME: PHONE (A/C, No, Ext): <b>(646) 665-7737</b> FAX (A/C, No): E-MAIL ADDRESS: <b>joe.sadofsky@laplayapartners.com</b>
INSURED  <b>IMG Artists LLC</b> 7th W 54th St New York, NY 10019	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Atlantic Specialty Insurance Company</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # <b>27154</b>

## 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CP07074-04	12/1/2022	12/1/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CP07074-04	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		EX03026-05	12/1/2022	12/1/2023	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

The Certificate holder is hereby included as Additional Insured or loss payee where their interest may appear for claims arising out of the operations of the named insured.

College of DuPage, its trustees, officers, agents, employees and any other parties designated by COD are included as Additional Insured on the General & Auto Liability insurance. Coverage is on a primary and non-contributory basis with a waiver of subrogation if required by written contract or agreement. Cancellation clause states the policy cannot be cancelled without 60 days prior notice for non-renewal and 10 days for non-payment of premium.

## 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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
College of DuPage 525 Fawell Blvd Glen Ellyn, IL 60137	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: COI-EP Pride Anthems 06-24-23  
**Date:** Wednesday, May 24, 2023 11:27:42 AM

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Hi Molly,

Insurance is accepted as presented.

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

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**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Wednesday, May 24, 2023 11:25 AM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** COI-EP Pride Anthems 06-24-23

Hi Phil,

Would you please review this COI and endorsement when you get a chance and let me know if it is acceptable? This is for a MAC show called Pride Anthems, scheduled for 06/24/23.

Thanks,  
Molly



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

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**Check Request - IMG Artists Pride Anthems final**

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

Mon, Jun 12, 2023 at 03:33 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for IMG Artists, LLC. This is the final payment for the Pride Anthems concert at the MAC on 06/24/23.

**Please note, payment should go via ACH on 06/22/23.**

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

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

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**1 attachment**

Check Request IMG Artists LLC 12500.00 Pride Anthems Artist Fee Final 06-24-23.pdf