

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1707119
Vendor Name: Cavanaugh Productions LLC
Invoice Number: TR24-JOELJOHN
Invoice Date: 9/21/2023
PO Number:
Check Number: 0316521
Check Amount: \$ 17,250.00
Check Date: 10/04/2023
Voucher Number: V0803212
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 2.21, Vendor Payment.

Date: 09/21/2023 Vendor ID: 1707119 Vendor Name: Cavanaugh Productions

Payee Address: 1754 Clear River Falls, Henderson, NV Payment Due Date: 11/12/2023

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR24-JOELJOHN	05-60-11601-5309004	MAC Touring: Performing Arts Services	17,250.00
Total			\$ 17,250.00

Check the appropriate box below:

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

Description on Check:

Artist Fee Michael Cavanaugh 11/12/23 (balance)

Please hold check for pickup by
Ellen McGowan (x3009).

Need by: 10/13/23 Thank you!

Other Instructions:

Payment for performance on 11/12/23.

460 Artist Fee TR24_JOELJOHN

All requests will require the following approvals:

Requester: [Signature] Print Name: Kari Schoettle

Budget Officer: [Signature] Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): [Signature] Print Name: _____

Area Administrator (only required if request is \$5,000 and over): [Signature] Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): _____ Print Name: Dr. Mark Curtis Chavez

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



(O) 320.363.1000 / (F) 320.363.0722

ENGAGEMENT AGREEMENT

- 1) **AGREEMENT** made this 7th day of February 2023 between **ELLEN ROBERTS, VP OF ADMINISTRATION, COLLEGE OF DUPAGE / MCANINCH ARTS CENTER** (Herein referred to as Purchaser) and **GREG PETERS/ CAVANAUGH PRODUCTIONS, LLC.** (herein referred to as Artist) regarding the services of **MICHAEL CAVANAUGH.**
- Venue:** McAninch Arts Center- Belushi Performance Hall
 - Address:** 425 Fawell Blvd., Glen Ellyn, IL 60137
 - Telephone:** 630-942-4000
- 2) **DATE(S) OF ENGAGEMENT:**
- Date(s):** Sunday November 12, 2023
 - Showtime(s) / Length:** 4:00PM- ONE (1) NINETY (90-100) MINUTE PERFORMANCE
 - Sound Check:** 1:00PM - TBA
- 3) **EVENT DESCRIPTION:** **FULL BAND- MATINEE PERFORMANCE**
- 4) **GROSS COMPENSATION:** (U.S. Dollars) **\$22,500.00 GUARANTEE + \$500 GROUND BUYOUT (SEE OFFER PAGE 3)**
- Contract price shall include all commissions.
 - Gross compensation to ARTIST is to be paid as follows:
DEPOSIT of \$5,750.00 due no less than 60 days prior to event.
Payable to Rockhouse Productions, LLC – Fed ID#: 61-1501622
BALANCE of \$17,250.00 to be paid in college check or ACH payment, at sound check day of show **+ ANY OVERAGES & BUYOUTS** to be paid immediately following performance.
Final balance to be paid to Cavanaugh Productions, LLC FID#: 16-1747563
 - TICKET PRICES:** 40 - Gold Circle, 486- Main Floor & 255- Balcony
 - CAPACITY:** 741 without pit and 781 with pit and 20 Comps
 - GROSS POTENTIAL:** TBA
- 5) **OTHER CONSIDERATIONS:**
- An ARTIST RIDER will be attached to and considered fully part of this contract. Any changes to ARTIST rider must be submitted to and approved in writing by Rockhouse Productions, LLC.
 - SPECIAL PROVISIONS:** Purchaser to provide sound, lights, backline, staging and hotel accommodations at a pre-approved "Business Class Hotel" to be mutually agreed upon with Tour Manager – *TBD as follows...* **Eight (8) total hotel rooms for TWO (2) nights**—A full rooming list will be provided a minimum of 30 days prior to show as per ARTIST rider. All ARTIST hospitality as per attached ARTIST rider, to include hot meal for 8 people or meal buyout and dressing room catering.
 - Merchandise:** 80/ 20% Split
 - Meet & Greet:** PRE or POST SHOW WITH VIP's— LOCATION & TIME -TBA.
 - Radius Clause:** 35 miles & 90 days prior to and following the performance date.
 - Production Contact:** Joseph Hopper/ hopper@cod.edu / 630.942.2913
 - Advance Contact:** Diana Martinez/ martinezd59@cod.edu /
 - Marketing Contact:** Niki Morrison/ nikim@carolfoxassociates.com
 - Box Office Contact:** Julie Elges/ elgesj@cod.edu
 - Show to be billed as "The Music of Billy Joel & Elton John- Starring Michael Cavanaugh". Please rider for specific marketing requirements / instructions.**
- 6) We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

DocuSigned by:

Signature of Purchaser:

Ellen Roberts

Date: 8/15/2023

Purchaser's Name:

ELLEN ROBERTS, VP of Administration, College of DuPage

Address:

425 Fawell Blvd., Glen Ellyn, IL 60137 Phone:

Email:

Signature of Artist:

Date: 7/7/23

Artist's Name:

GREG PETERS/ CAVANAUGH PRODUCTIONS, LLC.

Artist Management:

Jeff Vee / Rockhouse Productions, LLC

Address:

PO Box 757 / St. Joseph, MN. 56374

Phone:

320.493.9343 / fax: 320.363.0722 / jeffvee@rockhousepro.com

Rockhouse Productions, LLC * PO Box 757 * St. Joseph, MN 56374 * USA

Tel: (320) 363-1000 Fax: (320) 363-0722

ENGAGEMENT AGREEMENT pg. 2

BE IT FURTHER AGREED ADDITIONAL PROVISIONS MADE PART OF THIS CONTRACT
ALL ATTACHED RIDERS ARE PART OF THIS CONTRACT

7. In the event performance is prevented, rendered impossible or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any cause beyond the control of Artist's, it is understood and agreed that there shall be no claim for damages by either party to this contract and Artist's obligation as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, ARTIST will retain (or be paid) the deposit and binder money only (50% of gross compensation as defined in paragraph 4). In the event the engagement is cancelled on day of show for any reason beyond artist control, ARTIST will be paid in full provided he/she is ready, willing and able to perform.
8. INSURANCE: PURCHASER shall provide the following insurance coverage, A policy of public liability and property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) per event or Three Million Dollars (\$3,000,000.00) General aggregate to protect against injuries to persons or property, ~~as a result of the installation and / or operation of the equipment provided by ARTIST.~~ *Both Parties*
9. INDEMNITY: ~~PURCHASER~~ shall indemnify and hold the Artist/Producer their directors, officers, vendors and employees harmless from any and all losses, damages, costs and expenses or claims raised in relation to the services performed herein.
10. LIQUID DAMAGES: In the event Purchaser cancels the engagement at any time before or after making the deposit specified on Page One, Paragraph 4, Purchaser shall nevertheless pay Artist the balance of the minimum guarantee specified on Page One, Paragraph 4 as liquidated damages and Purchaser shall by such payment be relieved of further liability for such cancellation. Failure of Purchaser to pay said amount within seven (7) days of such cancellation shall entitle Artist to sue, not only for the balance of such minimum guarantee, but also for such other relief and damages as are appropriate under the circumstances. *In the event that Artist cancels the engagement, except due to an Act of God, 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. See MAC Rider #10*
11. The names and number of ARTIST band and crew may change without notice. ~~PURCHASER shall pay all costs of any additional musicians that may be required by ARTIST.~~ *See MAC Rider #10*
12. If, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Artist shall have the right to demand the payment forthwith, Artist shall have the right to cancel this engagement by notice to Purchaser to that effect, and in such event, Artist shall retain any amounts theretofore paid to Artist by Purchaser, and the liquid damages provisions described in Paragraph 8 above shall also apply to the cancelled engagement.
13. IT IS EXPRESSLY AGREED THAT ROCKHOUSE PRODUCTIONS, LLC ACTS HEREIN AS AGENT FOR ARTIST OR PURCHASER. IN FURTHERANCE THEREOF AND FOR THE BENEFIT OF ROCKHOUSE PRODUCTIONS, LLC IT IS AGREED THAT NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN ROCKHOUSE PRODUCTIONS, LLC, AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH OR RELATED TO ANY ACTS OF COMMISSION OR OMISSION PURSUANT TO THIS AGREEMENT BY EITHER PURCHASER OR ARTIST.
14. If Purchaser engages the Artist for a future performance within twelve months of the actual performance engagement date on this contract, without utilizing ROCKHOUSE PRODUCTIONS, LLC as the agency, then the Artist and/or the Purchaser shall be liable to pay ROCKHOUSE PRODUCTIONS, LLC. Ten percent (10%) of the gross contract price paid to Artist by Purchaser.
15. ARBITRATION OF CONTROVERSIES: The courts of the state of ~~Nevada~~ *Illinois, see MAC Rider #11* shall have exclusive jurisdiction over any and all controversies or claims arising out of or relating to this contract or the breach thereof. Purchaser hereby designates the Secretary of State, State of ~~Nevada~~ *Illinois* as its agent for service or process. In the event that Artist or Agent must resort to litigation to enforce this agreement, all reasonable costs of collection, including reasonable attorney's fees, court costs and related litigation costs shall be payable by Purchaser.
16. This contract cannot be assigned or transferred without the written consent of ROCKHOUSE PRODUCTIONS, LLC. It contains the complete understanding of the parties hereto and may not be amended, supplemented, varied or discharged, except by an instrument in writing. This contract is not binding upon the parties until executed and delivered by Artist or his designee to Purchaser. The terms "Artist" and "Purchaser" as used herein shall include and apply to the singular and the plural and to all genders.
17. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with ROCKHOUSE PRODUCTIONS, LLC relating to and permitting such recording, reproduction or transmission. Any radio or TV appearances in conjunction with this contract must have prior approval by Artist and inserted in contract.
18. If this contract covers dates to be played in one of the Canadian Provinces, contract valid only when it is accompanied by completed "Application For The Entry of Entertainers" form supplied by the Canadian Government.
19. If any of the provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
20. Receipt of this contract by Purchaser and commencement of the engagement shall be deemed acceptance by ~~Purchaser~~ *PS* of all terms and conditions herein, regardless of Purchaser's failure to sign and return this contract. *ER*

Initial: _____

Michael Cavanaugh Performance Rider 2023

Contact Information:

Booking Agent:

Jeff Vee

ROCKHOUSE PRODUCTIONS, LLC

jeffvee@rockhousepro.com

320.493.9343

Business/Tour Manager:

Greg Peters

greg@michaelcavanaugh.com

918-289-6398

Production Manager:

Jim Guthrie

jim@michaelcavanaugh.com

407-701-9401

***** PLEASE INITIAL EACH PAGE OF THIS RIDER AND SIGN WHERE INDICATED*****

PRESENTER, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Venue: Technical Director or Production Manager:

(NAME) Joe Hopper PH: (630) 942-2913 FX: (630) 942-3002

(EMAIL) hopper@cod.edu

Initial 

General Information

Touring Company:

The Touring company consists of **MICHAEL CAVANAUGH**, FIVE (5) musicians, ONE (1) Tour Manager and ONE (1) Production Manager/FOH Engineer depending on the engagement. The Tour Manager will provide the exact number in the entourage upon advance of this engagement.

NOTE: This show is available in solo, trio or full band configurations. Please refer to the contract face for the configuration of your performance. Some aspects of this rider will change based on configuration. Those changes will be discussed upon advance.

Running Time:

The **MICHAEL CAVANAUGH** show is performed in TWO (2) 50-minute halves. Intermissions are not to exceed TWENTY (20) minutes in length. Optionally we can do one 90–100-minute performance.

Accommodations:

PURCHASER to provide and pay for HOTEL ACCOMMODATIONS as follows:

A minimum of TWO (2) SUITES and SIX (6) single king rooms at a mutually agreeable four-star Business Class Hotel for TWO (2) nights will be required. Hotel should be in reasonable walking distance from venue whenever possible. The rooms shall be available from the night before, until the day after the performance with the ARTIST to comply with checkout times and hotel rules. The PURCHASER shall not be responsible for any incidental charges during the stay of the ARTIST. **NOTE: We will require FOUR (4) hotel rooms for solo performances and SIX (6) hotel rooms for trio performances. Please refer to contract face for show configuration.**

For clarification this is a full band show - 8 people travel *JLP*

Ground Transportation:

PURCHASER shall, at his/her sole cost and expense, provide GROUND TRANSPORTATION for ARTIST'S entourage of Eight (8) people, plus luggage and instruments, etc. between airport, hotel, concert, venue, and return to airport upon departure. If internal transportation is not possible, a buyout of \$500.00 per engagement will be required.

Runner:

PURCHASER to provide a vehicle and runner on day of show. Discuss with Tour Manager on advance.

Dressing Rooms / Production Office:

PURCHASER shall provide THREE (3) comfortable and private DRESSING ROOMS. These rooms must be clean, dry, well lit, heated or air-conditioned. ARTIST dressing rooms should contain FOUR (4) comfortable chairs in each. All rooms shall be equipped with a clothes rack and a mirror and shall be within easy access to clean and private lavatories supplied with soap, toilet tissue and plenty of clean hand towels. PURCHASER shall provide a production office for ARTISTS tour personnel at venue. Production office should have desk or table with TWO (2) chairs, working wireless high speed internet connection and printer where available. Access to working copy machine may be needed.

ONE (1) case (24 count) of bottled water (FIJI or Smart Water preferred) to be placed in Production Office for Michael and band.

Towels:

PURCHASER shall provide TOWELS for ARTIST'S use in dressing rooms and on stage, 6 BLACK HAND TOWELS for the stage and 10 WHITE or BLACK BATH TOWELS for the dressing rooms.

Security:

PURCHASER shall guarantee adequate SECURITY at all times to ensure the safety of the ARTIST'S personal instruments and personal property from the beginning of load-in to completion of load-out. During soundcheck, performance, and after show, PURCHASER will have security backstage. PURCHASER is held responsible for the personal belongings and for the music equipment of the ARTIST. Security will be required to be present at any meet & greets and in Merchandise area while ARTISTS are present.

Internet:

If Internet access is available in the venue, please provide EIGHT (8) valid and working logins.

Tickets:

Ten (10), per MAC Rider #1 *JLP*

PURCHASER shall provide ARTIST with a minimum of Fifteen (15) tickets to each performance free of charge. Eight (8) to be best available, located in the center of the house between the 5th and 10th rows. Remaining SEVEN (7) can be disbursed throughout the house and should be best available at the time of request by Tour Manager. NOTE: Tour Manager will release any unused ARTIST comps by no later than 3:00pm day of show.

24 hours before *JLP*

Two (2) *JLP*

Merchandise:

ARTIST shall have the right to sell souvenir items including but not limited to, T-shirts, books, compact disks, cassette tapes, VHS tapes, DVD's and photographs on the premises of the place(s) of engagement without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any. In such case ARTIST will pay percentage not to exceed 20% on soft goods and 10% on recorded works (to include all media forms).

PURCHASER to provide and pay for ONE (1) person to assist in the set-up, sales and load out of merchandise.

20%, per face of contract (5c)

Meals / Hospitality:

HOSPITALITY: PURCHASER shall provide refreshments and meals in quantities sufficient for Eight (8) persons, discuss with the Tour Manager what times this should be made available. On shows where a catered meal is not possible a meal buyout in the amount of \$200.00 per show day will be required. This fee will be pro-rated for multiple shows in one day. That fee will be determined upon advance. Buyout should be paid to the Tour Manager at sound check in ~~CASH (\$20.00 & \$5.00 BILLS)~~.

via check or ACH payment, see MAC Rider #5

BAND/ARTIST'S GREEN ROOM:

The following hospitality to be provided 90 minutes prior to ARTIST arrival regardless of catering buyout in amounts suitable for EIGHT (8) people.

- ~ Soup (vegetable, vegetable with beef or chicken, chicken noodle, etc.)
- ~ Deconstructed Salad/Build your own (either Cobb Salad or Mediterranean salad) include chicken as protein.
- Served with balsamic vinaigrette dressing
- ~ Small raw vegetable tray-carrots (double portion), cucumbers, cauliflower, and celery
- ~ Hummus and Bleu cheese dip
- ~ Fruit tray
- ~ Small cheese tray (Sharp Cheddar, Pepper jack, Parmesan)
- ~ Altoids/Tic Tacs or other mints (cinnamon & mint, 1 package each flavor)
- ~ Cinnamon and mint sugarless gum (1 package each flavor)
- ~ Small amount of assorted cookies/desserts
- ~ 24 bottles Fiji water
- ~ 3 cans Diet Dr. Pepper
- ~ 3 cans Diet Sprite (or similar)
- ~ 6 bottles Perrier or similar
- ~ All plates, napkins, utensils, napkins and cups (hot & cold) and ice as needed.
- ~ Starbucks coffee, with half-and-half and other accompaniments. No powdered creamer, please. Other coffee brand is acceptable, but if not providing Starbucks coffee, please provide 6 packets of Starbucks VIA Italian Blend instant regular coffee and hot water. Please include, real cream, sugar, honey & lemon.

DocuSigned by:

Ellen Roberts

AGREED BY:

DATE:

8/15/2023

Ellen Roberts, VP Administrative Affairs

DS

ER

Initial

Technical Information

Sound:

In the event that the PURCHASER / PRESENTER'S facility does not conform to the ARTIST'S minimal technical requirements, as outlined below, additional personnel and/or production may be required and is the sole responsibility of the PURCHASER / PRESENTER. If the facility does not conform to the show's minimum requirements, please notify the Tour Manager immediately. Please have all sound equipment including the house sound system and accessories (sound boards, microphones, speakers, cables, monitors, etc.) and all backline instruments and amplifiers present and fully operational no later than 5 hours before the scheduled event start time. ARTIST'S Production team will arrive approx 6-8 hours before show time.

Personnel:

PURCHASER shall provide and pay for the following personnel:

- 1) A1 Front of house engineer with full working knowledge of system (to assist our FOH engineer).
- 2) Monitor engineer with full working knowledge of monitor system.
- 3) Light Designer with full working knowledge of light system.
- 4) Backline tech with full working knowledge of all backline.
- 5) TWO (2) Loaders to be available upon ARTIST arrival and following show. (May double as stage crew and spot op's if need be).
- 6) TWO (2) Spot op's.

Front of House:

PURCHASER must supply a professional sound system capable of producing a 20 Hz to 20 kHz frequency range at 100 db SPL on the back row of the venue. Line array system is preferred. Acceptable brands are JBL, EV, Meyer Sound or Claire Brothers. Front fills to be provided along the down stage lip on an AUX please. In venues where there is a balcony, consideration must be given to insure full and even coverage to all balcony seats.

Digital Mixing Consoles (FOH) 1st AVID PROFILE 4 dsps min. 2nd AVID S6L waves server 3RD YAMAHA CL5

Please discuss options with PROD MGR at the advance. The consoles are to be for the sole use of **MICHAEL CAVANAUGH**. The monitor console should also be a YAMAHA CL-5 with router or AVID SC-48.

Wireless (RF) Channels:

PURCHASER must provide TWO(2) channels of handheld wireless mics and 2 Belt packs (Shure Axient or ULXD Professional Wireless preferred). Mic's should be tested and in excellent working condition before ARTIST arrival.

Monitors:

PURCHASER to provide ARTIST- SIX (6) channels of SHURE PSM 100/900 wireless IEM wireless in-ear monitoring. ARTIST sometimes does not travel with a monitor engineer. Monitor World should be stage left where possible. SIX (6) separate monitor mixes will be required. See the input list for the specific mixes.

Clear Com:

Will be required between all tech positions. (FOH, Monitor, Video, Lighting and spot op's).

Stage:


Minimum stage size must measure at least thirty-two feet (32') wide by twenty-four feet (24') deep and be at least three feet (3') in height. There needs to be access to the stage from both stage left and stage right. ***The stage surface must be smooth, free of holes or protrusions and not have any cloth or fabric covering the surface of the stage. All risers/staging must be finished on the front and sides, using black skirting if necessary.***

Risers:

ONE (1) 8'X8'x16-24" and ONE 4'x4' 8" and ONE 8x6 8" risers to be placed on stage as per attached stage plot. Center drum riser should be carpeted, and all risers should be skirted on the front and sides.

Lighting:

- ~ PURCHASER shall provide a lighting designer (LD) who will be available at sound check until the conclusion of the event.
- ~ PURCHASER shall provide a minimum two (2) spotlights and two spotlight operators.
- ~ PURCHASER shall provide 3 color stage wash mix of movers and led fixtures.
- ~ 2 light specials minimum per player.

Initial 

Backline

PURCHASER TO PROVIDE AND PAY FOR THE FOLLOWING BACKLINE EQUIPMENT:

(ALL BACKLINE SHOULD BE PLACED, POWERED AND READY 30 MINUTES PRIOR TO ARTIST'S ARRIVAL).

Drums:

8' x 8' x 12-24" carpeted drum riser (skirted in black)

Pearl Reference, Yamaha Absolute Hybrid Maple or Recording Custom, Ludwig Legacy Mahogany or Classic Maple Series, Gretsch USA Custom.

SNARE: 6 1/2 x 14 brass and 6 1/2 x 14 maple,

TOMS: 8 x 10, 8 x 12 (or 9 x 12) **mounted off bass drum on left**

FLOOR TOMS: 12x14 floor tom (or 14x 14) **w/ legs** 14x16 floor tom (or 16 x 16) **w/ legs,**

BASS DRUM 16x22

CYMBALS: Zildjian or Sabian - (1) 14" pair of hi hats, (1) 18" thin crash cymbal, (1) 18" medium thin crash, (1) 19" medium thin crash, (1) 20" ride cymbal

HARDWARE: DW 9000 double kick drum pedals (or equivalent) Pearl or DW Drum throne must be round type. **No motorcycle seat style.** Drum throne must be extremely solid and secure. 3 leg Hi hat stand, Pearl s2000 snare stand. Gyro lock tilter style. All hardware to mount cymbals, toms, snare, floor toms.

HEADS: Snare & Toms: Remo Coated **Vintage** Ambassadors. **bass drum:** Batter head = Aquarian Super-Kick 2 (clear two ply).

Resonant head = hole must be 3 to 4 inches in diameter positioned at 3 or 4 O'clock.

OTHER: Please provide fan for ventilation.



Percussion:

2 PERCUSSION TABLES WITHOUT BACKS

2 RYTHYM TECH CRESCENT SHAPED TAMBOURINES

1 RYTHYM TECH LIVE SHAKER

2 SMALL RHYTHM EGGS

1 LARGE (LP) ROCK COWBELL (NO RIDGE) WITH BEATER STICK

GUITARS:

~ 1 GIBSON LES PAUL

~ TWO OF THE FOLLOWING AMPS:

FENDER DELUXE REVERB, FENDER TWIN REVERB, FENDER BLUES JR.)

~ 1 ACOUSTIC MARTIN / TAYLOR GUITAR WITH AURA SYSTEM PICKUP & STRAP

~ 1 SHURE UHF-R WIRELESS INSTRUMENT SET-UP

BASS:

1) 4 STRING MUSICMAN STINGRAY OR P BASS (BACK UP)

1) ONE AMPEG SVT VR TUBE BASS HEAD ONE AMPEG 4X10 OR 8X10 CABINET

Initial 

PIANO: *(Michael Cavanaugh is an endorsed Yamaha artist)*

- ~ 1ST CHOICE YAMAHA MIDI GRAND C7, C6, C5 - ONE DRUM STOOL (NO BICYCLE STYLE)
- ~ 1 YAMAHA MOTIF ES/XS RACK MODULE WITH MIDI PIANO ONLY
- ~ House Grand Piano (Steinway, other Yamaha, etc.) are frequently acceptable substitutions.

KEYBOARD:

YAMAHA MOTIF ES 8 WITH YAMAHA FC 7 EXPRESSION & SUSTAIN PEDAL
2 APEX KEYBOARD STANDS

HORNS: (stands are for 2 alto, 1tenor, 1soprano)

- ~ 1 SHURE UHF-R WIRELESS BETA 98HC (clothes pin style clip)
- ~ 1 DOUBLE SAX STAND WITH SOPRANO PEG HERCULES
- ~ 1 ALTO SAX STAND HERCULES

Additional Items:

- ~ SIX (6) HERCULES HANGING STYLE GUITAR STANDS
- ~ TWELVE (12) 20' INSTRUMENT CABLES & FOUR 30' INSTRUMENT CABLES
- ~ TWO (2) THIRTY-FIVE TO FIFTY FOOT MIDI CABLES

QUESTIONABLE ITEM PICTURES LISTED BELOW

BACKLINE PICTURES

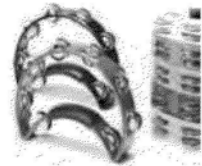
LIVE SHAKERS



SAX STANDS



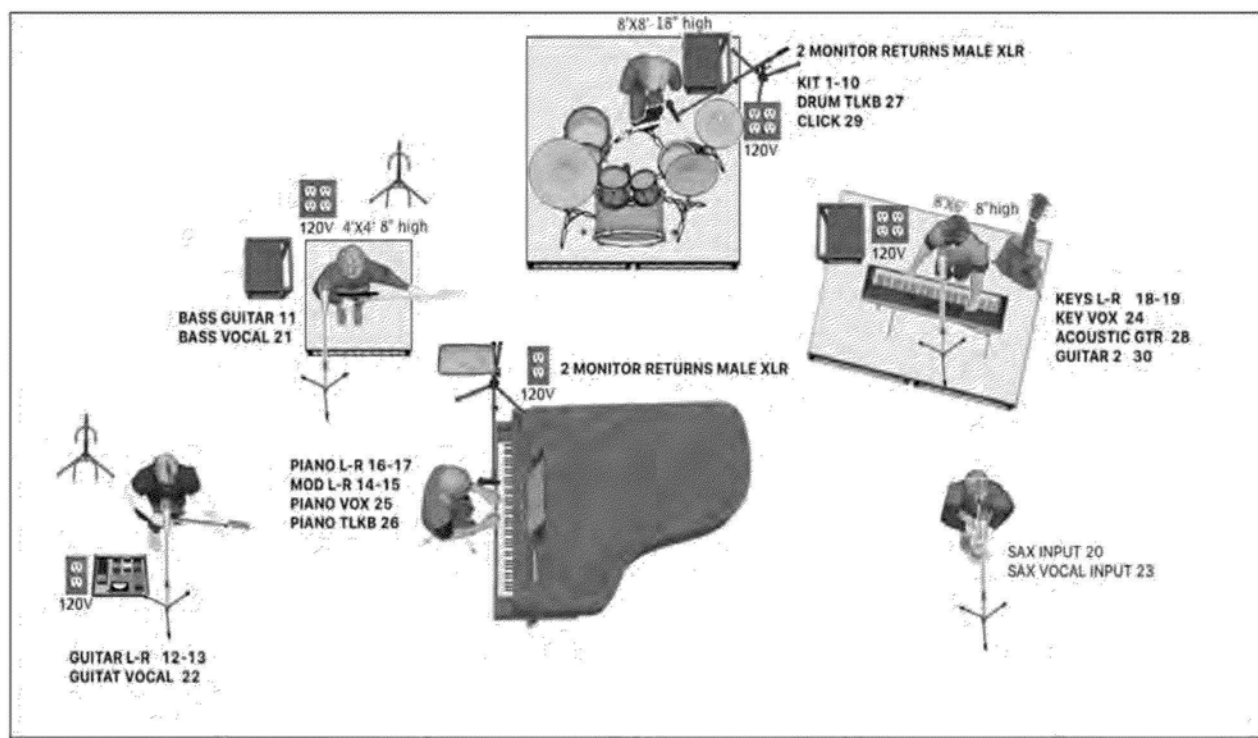
CRESCENT TAMBOURINES



COWBELL NO RIDGE LARGE



Stage Plot



INPUT LIST

CHANNEL	MICROPHONE	S T A N D
1 KICK DRUM	SHURE BETA 91	
2 SNARE TOP	SHURE SM 57	SHORT BOOM
3 SNARE BOTTOM	SHURE SM 57	SHORT BOOM
4 HI-HAT	SHURE SM 81	STRAIGHT
5 TOM 1	SHURE BETA 98	CLIP ON
6 TOM 2	SHURE BETA 98	CLIP ON
7 TOM 3	SHURE BETA 98	CLIP ON
8 TOM 4	SHURE BETA 98	CLIP ON
9 OVERHEAD L	SHURE SM 81	TRIPOD BOOM
10 OVERHEAD R	SHURE SM 81	TRIPOD BOOM
11 BASS	RADIAL J48 ACTIVE DIRECT INPUT	
12 GUITAR 1 LEFT	SHURE SM 57 OR SENHEISSER 906	
13 KICK OUT	SHURE BETA 52 OR AUDIX D6	
14 MODULE L	RADIAL PASSIVE DIRECT INPUT	
15 MODULE R	RADIAL PASSIVE DIRECT INPUT	
16 PIANO L	DPA 4099P	
17 PIANO R	DPA 4099P	
18 KEY L	RADIAL PASSIVE DIRECT INPUT	
19 KEY R	RADIAL PASSIVE DIRECT INPUT	
20 SAX	WIRELESS BETA 98HC	
21 BASS VOCAL	SHURE KSM 9/ 87	TRIPOD BOOM
22 GUITAR VOCAL	SHURE KSM 9/ NUEMANN 105	TRIPOD BOOM
23 SAX VOCAL	SHURE KSM 9/ 87	TRIPOD BOOM
24 KEY VOCAL	SHURE KSM 9/ NUEMANN 105	TRIPOD BOOM
25 LEAD VOCAL	SHURE UHF-R ULX-D KSM 9	TRIPOD EXT BOOM

Initial

DS

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26 PIANO TALKBACK	SHURE 57	
27 DRUM TALK BACK	SHURE SM 58	TRIPOD BOOM
28 ACOUSTIC GUITAR	RADIAL ACTIVE DIRECT INPUT	
29 DRUM CLICK	RADIAL PASSIVE DIRECT INPUT	
30 GUITAR 2 (MICHAEL'S)	SHURE SM 57 OR SENHEISSER 609	
31 SAX 2 (MICHAELS SAX)	SHURE WIRELESS BETA 98HC	
33 LEAD DOWNSTAGE MIC	SHURE UHF-R KSM 9 STRAIGHT STAND ROUND BASE	
34 DOWNSTAGE TALKBACK	SHURE 58	
35		
36 BACKUP	SHURE UHF-R OR ULXD WIRELESS KSM 9 OR NUEMAN 105	

FOH OUTPUT

SUBS AUX

MATRIX 1-2 LEFT RIGHT

MATRIX 3 CENTER

MATRIX 4 FRONT FILLS

MATRIX 5 DELAYS

MICROPHONES & STANDS:

PIANO WIRELESS 2 SHURE UHF-R KSM 9/8 OR NUEMANN KM105

KEYBOARD (SHURE KSM 9/8 OR NUEMANN 104/105) BOOM MIC STAND

GUITAR (SHURE KSM 9 OR NUEMANN 104/105) BOOM STAND

BASS (SHURE KSM 9/8) BOOM STAND

SAX (SHURE KSM 9/8) BOOM STAND

DRUM (SHURE 58) BOOM STAND

PIANO TALKBACK (SHURE 57)


DOWNSTAGE TALKBACK SHURE 58

2 NINE VOLT BATTERIES AND 10 AA BATTERIES FOR EACH PERFORMANCE INCLUDING SOUND CHECK FOR BAND EXCLUDING LOCAL GEAR

1 SINGLE MIC STAND (NOT BOOM) WIRELESS CLIP (TRIPOD BASE)

(6) SIX BOOM MICROPHONE STANDS FOR VOCALS & ONE EXTENDED BOOM FOR PIANO VOCAL 1

6 SMALL BOOM MICROPHONE STANDS FOR KICK, SNARES, GUITARS

Initial 

MICROPHONE INVENTORY:

3 SHURE SM 57
4 SHURE KSM 9 WIRED
4 SHURE SM 58
2 DPA 4099 P
2 SHURE BETA 98 HC (HORN MICS FOR WIRELESS)
4 SHURE BETA 98 NEW STYLE (FOR TOMS)
4 SHURE SM 81'S
1 SHURE BETA 98 (FOR TALKBACK PIANO)
1 SHURE BETA 91 NEW STYLE
1 SHURE BETA 52
4 SHURE ULX D OR UHFR WIRELESS WITH 2 KSM 9 & 2 BELT PACKS
1 SHURE WIRELESS BELTPACK FOR GUITAR

NOTE: These technical specs are provided based on the full band configuration of the show. Additional specs will be provided for solo or trio performances upon advance or request.

DocuSigned by:

Ellen Roberts

Date: 8/15/2023




Date: 7/7/23

Agreed to and Accepted By:
Buyer

Agreed to and Accepted By:
Artist or Artist's Representative

Ellen Roberts, VP Administrative Affairs

Initial 

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Wednesday, June 7, 2023**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Greg Peters/Cavanaugh Productions, LLC** (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: 06/07/23

Date: 7/7/23

DocuSigned by:
By: 
49086CF0BC3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 8/15/2023

McAninch Arts Center
Contact Information

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2023

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 Crest Insurance Group, LLC 10650 Trenea St. Suite 308 San Diego CA 92131	CONTACT NAME: PHONE (A/C, No, Ext): 858-578-5200 E-MAIL ADDRESS: selectservice@crestins.com FAX (A/C, No): 858-578-5699
INSURED Cavanaugh Productions LLC 1754 Clear River Falls Lane Henderson NV 89012	INSURER(S) AFFORDING COVERAGE INSURER A: Next Insurance US Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 967026 CAVAPRO-01	NAIC # 16285

COVERAGES

CERTIFICATE NUMBER: 1094389993

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	NXTK4K3CCY-00-GL	4/29/2022	4/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	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 \$
A	BPP			NXTPTWTYV-01-CP	2/25/2023	2/25/2024	Property Deductible \$ 57,200 500

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

Certificate holder and others when required in a written contract or agreement are additional Insured (General Liability). Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions, definitions, & exclusions.

CERTIFICATE HOLDER**CANCELLATION**

College of DuPage
425 Fawell Blvd
Glen Ellyn IL 60137
United States

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

Cody Ritchie

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include the following as insureds:

1. Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

No such person or organization is an insured under this section:

- a. Upon expiration or termination of their contract or agreement with you for such leased equipment ends;
- b. For any "bodily injury" or "property damage" caused by an "occurrence" which takes place after expiration or termination of their contract or agreement with you; or
- c. For any "personal and advertising injury" caused by an "offense" which takes place after expiration or termination of their contract or agreement with you.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you.

No such person or organization is an insured under this section for any:

- a. For "bodily injury" or "property damage" caused by an "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Grantor of Franchise

Any person or organization (referred to below as grantor of a franchise) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "liability as grantor of a franchise to you"

B. 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.

- C. With respect to the provisions of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

"Schoettle, Kari" <schoettlek@cod.edu>

Cavanaugh Productions check request \$17,250

"Schoettle, Kari" <schoettlek@cod.edu>

Tue, Sep 26, 2023 at 08:43 PM UTC

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

Cavanaugh Productions 17250.00 TR24_JOELJOHN Artist Fee Balance 11-12-23 check request_MCC.
pdf