

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087255

Vendor Name: Theatreworks USA

Invoice Number: SS24-CHARWEBDEP

Invoice Date: 8/17/2023

PO Number:

Check Number: 0317979

Check Amount: \$ 1,180.00

Check Date: 10/11/2023

Voucher Number: V0797790

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
<b>Total</b>			<b>\$</b>

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.

158 West 29<sup>th</sup> Street New York, NY 10001 | 212.647.1100 ph | 212.924.5195 fax | www.twusa.org

McAninch Arts Center  
425 FAWELL BLVD.  
Glen Ellyn, IL 60137

00006488

March 30, 2023

Dear Diana,

College of DuPage, *RF*

When signed by you and us, this letter, the attached Addendum, and the Technical Rider for the Production, and any Long Form Agreement between the parties signed by you and an authorized representative of TWUSA shall constitute the agreement ("Agreement") between McAninch Arts Center ("SPONSOR") and THEATERWORKSUSA ("TWUSA" or "PRODUCER") relating to SPONSOR's presentation of performance(s) of the TheaterWorksUSA production entitled: **Charlotte's Web** (the "Production") as follows (the "Engagement"):

Date(s) / Time(s)	Location	City and State
4/26/2024 9:45 AM	Glen Ellyn, IL - McAninch Arts Center(the "Venue")	425 FAWELL BLVD. GLEN ELLYN, IL 60137
4/26/2024 11:30 AM	Glen Ellyn, IL - McAninch Arts Center(the "Venue")	425 FAWELL BLVD. GLEN ELLYN, IL 60137

- Sponsor shall pay TWUSA a total fee of: \$ 5900 payable as follows: *RF*  
ASAP after July 1, 2023, per College Budget cycle
  - A non-refundable booking fee of \$ 1180 ("Booking Fee"), must be paid ~~upon signing of this Agreement to confirm this Engagement.~~ *RF* The Booking Fee is allocated to necessary costs associated with Production, routing, and administration which are all incurred prior to the first performance date of this Engagement.
  - Performance/Residency Fee of \$ 4720 ("Performance/Residency Fee"), must be paid one (1) week prior to the first performance date of this Engagement.

**Sponsor will provide hotel for the evening of 4/25/24- 6 rooms**

via ACH payment

- All payments shall be made to TheaterWorksUSA and mailed to the address set forth above or ~~wire transferred~~ *RF* to the account designated by TWUSA. Any payments shall be deemed made only when received.

**If a signed copy of this Agreement accompanied by the Booking Fee is not received by TWUSA within six (6) weeks of the issue date of this Agreement set forth above, then TWUSA has the option to release any dates being held and consider this Agreement null and void.**

ACCEPTED AND AGREED TO:

THEATERWORKSUSA CORP.

McAninch Arts Center

DocuSigned by:

By: *Ellen Roberts*Diana Martinez Signatory: Ellen Roberts  
VP Administrative Affairs

Date: 8/15/2023

By: *Beth Prather*

Beth Prather

Date: 5/12/23



**ADDENDUM TO LETTER AGREEMENT**

**Between  
McAninch Arts Center and  
THEATERWORKS/USA CORP.**

1. THEATERWORKSUSA ("TWUSA") shall, at its sole expense, provide the Production.
2. SPONSOR shall, at its sole expense, provide all technical and hospitality needs as described in the Technical Rider for the Production including, but not limited to, a theatre, auditorium, or performance space with a cleared and clean stage and complete with adequate stage lighting and sound equipment.
3. SPONSOR recognizes that TWUSA is party to an agreement with Actors' Equity Association and therefore must comply with all aspects of that agreement, including but not limited to the following:
  - a. Separate dressing rooms (with mirrors) shall be provided for male and female Actors. Dressing rooms shall be comfortably heated and ventilated (as shall the stage) from the time the first Actor arrives, and shall have entrances and windows properly masked from the public to insure privacy.
  - b. Separate sanitary facilities close to the dressing rooms shall be provided for male and female Actors, shall have hot and cold running water, be clean and sanitary and whenever possible, separate from those provided to the audience.
4. All materials created by SPONSOR in connection with the Production must be pre-approved in writing by TWUSA. SPONSOR must submit materials for TWUSA's review no later than five (5) business days prior to intended use. TWUSA shall be accorded billing as follows on all signs, posters, billboards, promotional brochures, paid advertisements, other materials and on the title page of all programs:

McAninch Arts Center presents  
the TheaterWorksUSA production  
of  
Charlotte's Web

5. No audio or visual broadcast or recording of the performances of the Production shall be permitted. Sponsor shall inform audience and any others present during the performances that no such recordings are permitted, and shall take all reasonable efforts necessary to ensure that no such recordings are made.
6. All persons involved in the Production will be required to comply with all applicable laws and TWUSA's policies regarding conduct in the workplace, including its policies regarding the prevention of discrimination and harassment, and protection of confidential information. There shall be no discrimination or segregation in admission or seating based on race, sex, sexual orientation, national origin or religion.
7. If the Production commences, TWUSA shall have no liability for failure to appear or perform for one or more performances of the Production in the event that such failure is caused by or due to the physical inability of any of TWUSA personnel to perform, or acts, regulations, or determinations of public authorities, labor difficulties, civil tumult, strike, pandemic, interruption or delay of transportation services, or any other cause beyond TWUSA's control (a "Force Majeure Event"). Payment due to TWUSA from SPONSOR allocable to such canceled performance(s), with the exception of the non-refundable Booking Fee, need not be made and, if already made, shall be applied to a future performance by TWUSA. If, however, the Production, in its entirety, is cancelled by TWUSA due to a Force Majeure Event, all payments

made by SPONSOR, including the Booking Fee, will be repaid to the SPONSOR.

8. In the event SPONSOR cancels the Engagement in its entirety or any performance(s) of the Engagement for any reason, the SPONSOR shall be liable to TWUSA as follows:

a. If the Engagement is cancelled in its entirety between thirty-one (31) and sixty (60) days of the first performance, SPONSOR shall forfeit the Booking Fee and be liable to TWUSA for fifty percent (50%) of the Performance/Residency Fee.

b. If the Engagement is cancelled in its entirety more than sixty-one (61) days before the first performance, SPONSOR shall be liable to TWUSA only for the Booking Fee.

c. If one (1) or more performances of the Engagement is cancelled between thirty-one (31) and sixty (60) days of the first performance, SPONSOR shall be liable to TWUSA for fifty percent (50%) of the Performance/Residency Fee attributable to the cancelled performance(s), 100% of the Performance/Residency Fee attributable to non-cancelled performance(s), and the entire Booking Fee.

d. If one (1) or more performances of the Engagement is cancelled more than sixty-one (61) days before the first performance, SPONSOR shall be liable to TWUSA for 100% of the Performance/Residency Fee attributable to non-cancelled performance(s), and the entire Booking Fee.

e. If the Engagement in its entirety or any performances of the Production are cancelled less than thirty-one (31) days of the first performance, SPONSOR shall be liable to TWUSA for 100% of the Performance/Residency Fee and the Booking Fee.

9. Notwithstanding any contrary provision in any Long Form Agreement between the parties signed by an authorized representative of TWUSA applicable to the Engagement, SPONSOR will indemnify, hold harmless and, at TWUSA's option, pay for defense or defend TWUSA and each of its affiliate entities, and their respective officers, directors, managers, employees, members, shareholders, agents, legal representatives, subsidiaries, affiliates, successors and permitted assigns ("Indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees and expert witness fees) (collectively, "Liabilities"), which any or all of them may hereafter suffer, incur, be responsible for or pay out which in any manner are caused by, arise from, or are incident to the actual or alleged acts or omissions of SPONSOR, SPONSOR's personnel, any other agent or representative of SPONSOR or any audience member attending the Production, including Liabilities arising from bodily injury (including death) to any person, damage to any property, or any violation of alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency. SPONSOR shall be responsible for and shall pay Indemnitees' reasonable attorneys' fees and costs incurred in any proceeding, including mediation and/or arbitration, where any of the Indemnitees successfully enforces its indemnification rights under this Section.

10. Any individuals provided by SPONSOR to assist with the Engagement are not employees of TWUSA, will not be paid by TWUSA and will not be eligible to participate in any TWUSA employee benefit plan or program, including, but not limited to, vacation pay, health insurance, unemployment insurance and workers' compensation insurance. SPONSOR shall be fully and solely responsible for submitting appropriate tax returns and payment of social security contributions, all taxes and any other relevant payments to government authorities for any compensation paid to these individuals.

11. SPONSOR may not reproduce or distribute any TWUSA materials without TWUSA's prior written permission in each case. SPONSOR must return to TWUSA all TWUSA materials,

as well as any other TWUSA property or equipment of any kind in its possession, immediately upon completion of the Engagement or upon TWUSA's earlier request.

12. **INSURANCE REQUIREMENTS.** SPONSOR must obtain, and continuously maintain throughout the Term, at its own expense, the following insurance policies:

a. Workers' Compensation in compliance with state statutory laws, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;  
\$1,000,000 Disease - Each Employee;  
\$1,000,000 Disease - Policy Limit.

b. Commercial General Liability Insurance Policy, including, but not limited to, contractual liability, personal injury liability, advertising injury liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;  
\$2,000,000 General Aggregate;  
\$2,000,000 Products/Completed Operations Aggregate.

All insurance policies shall be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. TWUSA and its directors, officers and employees ("Additional Insureds") shall be named as Additional Insureds under the Commercial General Liability (using ISO Form CG2010 or its equivalent) policies. All liability insurance policies shall contain Cross Liability Endorsements, or their equivalents. The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$5,000 and any/all deductibles shall be the sole responsibility of SPONSOR and shall not apply to TWUSA. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. SPONSOR shall furnish TWUSA with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Engagement.

Upon request,

TWUSA shall provide Certificate of Insurance naming College of DuPage as Certificate Holder and Endorsement Page, see MAC Rider #8

13. This Agreement shall not be transferred or assigned by either party without the written consent of the other.

14. Any waiver of any term, condition or breach of this Agreement by any party will not constitute a waiver of any other term, condition or breach.

15. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms and provisions of the Agreement shall remain binding and enforceable.

Illinois, see MAC Rider #11

16. This Agreement is made in ~~New York~~ and shall be construed in accordance with the laws of ~~New York~~ Illinois. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration before a single arbitrator in the city of ~~New York~~ State of Illinois, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The foregoing shall not limit the filing of a court action to secure a temporary restraining order or preliminary injunction to protect the rights of either part pending completion of an arbitration proceeding.

17. This Addendum, the Letter Agreement, the Technical Rider for the Production, and any Long Form Agreement between the parties signed by the Sponsor and an authorized representative of TWUSA applicable to the Engagement contain the entire Agreement between the parties with respect to the subject matter hereof and supersede any and all other

agreements between the parties. If there are any conflicts between the Letter Agreement, this Addendum and any applicable Long Form Agreement, the provisions of the Letter Agreement and this Addendum will apply. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by SPONSOR and a duly authorized representative of TWUSA.

If the foregoing and the attached accurately set forth your understanding with us, kindly sign below and return one completely executed copy of both documents to us. This shall constitute a binding agreement between us.

DocuSigned by:

*Ellen Roberts*

Diana Martinez

Signatory: Ellen Roberts  
VP Administrative Affairs

Dated: 8/15/2023



TheaterWorksUSA | 158 West 29<sup>th</sup> Street New York, NY 10001 | 212.647.1100 | [www.twusa.org](http://www.twusa.org)

## TECHNICAL RIDER FOR *Charlotte's Web*

The Sponsor recognizes that TheaterWorksUSA produces under a collective bargaining agreement with Actors' Equity Association, known as the Agreement and Rules Governing Employment in TheaterWorksUSA, and therefore Sponsor must comply with said Agreement and Rules which includes the below-listed terms.

### GENERAL SHOW INFORMATION

**Contact Email:** [production@twusa.org](mailto:production@twusa.org)

- SM will advance approximately 1 week prior to arrival. Please email [production@twusa.org](mailto:production@twusa.org) to contact us sooner than the advance or if you haven't heard from the SM 1 week prior.
- Contact [production@twusa.org](mailto:production@twusa.org) regarding marketing, publicity, press, photos, or programs.
- Contact [companymanager@twusa.org](mailto:companymanager@twusa.org) regarding hotels.

**Running Time:** 60 minutes (Pre-recorded music, length cannot be shortened)

**Load-In Time:** up to 2.5 hours prior to show-time. SM will confirm load-in/arrival time in the advance.

**Load-Out:** Approximately 60 minutes to load-out post performance.

**Cast and Crew:** 5 AEA\* Actors, 1 AEA\* Stage Manager (*\*members of Actors' Equity Association Union*)

### FACILITY REQUIREMENTS

**Accommodations:** This production requires 6 single hotel rooms. The Sponsor must finalize hotel reservations with the Producer no later than fourteen (14) days prior to the first date of the engagement. Please contact [companymanager@twusa.org](mailto:companymanager@twusa.org) to discuss hotels. If either the Sponsor or Producer requires changes to the hotel reservations after the 14-day cutoff, that party will make best efforts to communicate these changes to the appropriate contact within a reasonable timeframe.

Mandatory minimum requirements:


- 4 out of 5 bullet point rating on TRIPADVISOR.com, Google Reviews, Expedia, or Booking.com.
- No more than 2 of the 10 most recent reviews on that same site identify objective issues with safety or cleanliness.
- Free Continental Breakfast.
- Free (or comped) working Wi-Fi in all rooms.

**Dressing Rooms:** We require 2 principal dressing rooms (holding 2 or more actors) or 2 chorus dressing rooms. Space must be lockable for security.

- Entrances and windows shall be properly masked from the view of the audience or the public to ensure privacy.
- All rooms need to be clean and clear of all storage and debris prior to the company's arrival.
- We require mirrors (with lighting) and dressing room table space that shall be clear of debris when shared with another production.

**Safety:** Upon arrival, we require a rundown of Emergency Exits and building safety protocols (fire, active shooter, tornado, etc.).

**Temperature:** Dressing rooms, stage and work areas shall be comfortably heated and/ or ventilated by the company's arrival.

Read & Acknowledged  (please initial here)

**Bathrooms:** We require sanitary toilet facilities with hot and cold running water, preferably separate from the general public and audience. At least one private, gender-neutral restroom shall be provided.

**Water:** Ample, pure, cold drinking water, and cups, where needed, shall be provided at no charge to Actors and Stage Managers.

**Hospitality:** Please speak to the SM in your advance to confirm dietary restrictions and preferences.

- Single performance day: We require water, coffee & hot water for tea in the morning. Additional breakfast items are appreciated.
- Double performance day: In addition to beverages, we require a light breakfast or snacks. Bagels, fruit, yogurt, juice, etc.
- Triple performance day: In addition to beverages and light breakfast, we require a hot meal between the second and third performances. Please arrange with the SM during the advance and have menu options available for the cast to choose from.

**Vehicles & Parking:** We travel with two vehicles. If both vehicles cannot remain in the loading area for the duration of the company's time onsite, we will require parking. Garage or Lot preferred, reserved street parking acceptable if necessary.

- Cargo Van: Oversized van requiring 9' height clearance. Contains set, costumes, gear.
- Passenger vehicle: Typically, a Mini Van. Transports the actors and their luggage.

### **LOAD-IN AND TECHNICAL NEEDS**

**Loading Dock and Doors:** Please provide the street address of your loading dock. If a separate street address doesn't exist, please provide a map with specific directions to our stage manager. Please note if available dock is over 50" in height. We don't tour with rolling road cases or hampers. Any carts or dollies that may be available to help move our gear would be greatly appreciated.

**Schedule:** We will arrive up to 2.5 hours prior to the show to load-in. If you require the house to be open earlier than 30 minutes to curtain, please let the SM know during the advance as we may need to load-in earlier to accommodate.

**Crew:** Please inform the SM if your crew or loaders are union. We require 3 crew members minimum for our time onsite.

- 1 Lighting Technician: to help program/focus lights pre-show and run light cues during show.
- 1 Sound Technician: to help set up sound, assist and troubleshoot during the performance.
- 1 Deck Hand: to help troubleshoot and communicate backstage during the performance. Can run Main Curtain, if available.
- 2 personnel to help with the load-in and load-out of set & gear. (May double from above).

### **Playing Space and Deck:**

- 30' X 30' playing space with a minimum 14' high clearance
- If the available playing space is smaller, please email [production@twusa.org](mailto:production@twusa.org) ASAP. We will work with the SM on how to adjust to fit your space.
- Please clear stage, wings and crossovers of any items or obstacles before arrival.
- Deck and wings must be swept and mopped before performance.
- Please inform management if the company is performing on another production's set.
- We prefer to play further downstage, including on a well-lit apron. Please discuss with SM in advance.
- Masking: Speak with SM about other specifics they may need.
  - If a main curtain is available, we will want to use it at the end of the performance to expedite re-sets and load-out. Please have someone available to operate.

Read & Acknowledged ER (please initial here)



- Upstage black traveler preferred, black curtain fine. (May request to clip mouse hole for backstage access).
- If your stage is wider than 30 feet wide, we may request to move legs in to help mask our set and movement.

**Sound:** We travel with our own sound system that is run by the Stage Manager. Although we are self-contained, we prefer to tie into the house system if one is available and easy to access. We will require someone to help with the sound setup, especially if we are using part or all the venue's system.

- **Speakers and Amps:** Our equipment can accommodate single-tiered houses up to 800 people. If larger, please plan on allowing us to tie into your house speakers and amps. We travel with 1 monitor but are happy to use a house monitor if available and easier.
- **Microphones:** We use 5 wireless body mics and a wired handheld mic. Please make the SM aware of any trouble frequency ranges specific to your area.
- **Mix position:** We prefer a house or booth mix position (if available) but would require use of house snake or hard patch from stage. If house board is available, even better. Otherwise, SM can set up in the wings on either SL or SR.
- **COM:** We will require COM from the SM mix position to the lighting person and on-deck stagehand to help trouble shoot deck issues during the performance.

**Lights:** We do not travel with any lights or gels of our own on this tour.

- Our stage manager will send a lighting recommendations packet during the advance. Please review the lighting packet for our light cueing and color needs.
- If the venue cannot accommodate the recommendations in the lighting packet, we require a bright and evenly lit stage. If color is available, we would like a warm and a cool wash. If available, please have 2 or 3 specials ready to be focused during load-in.
- We require the ability to operate the house lights and create a total blackout.
- Running lights: The backstage area(s) and sound mixing position must have adequate running lights (clip lights, running blues, etc.) during the performance. Actors make many quick changes backstage and behind backdrops during the performance and we require enough light for them to see for safety and efficiency.

**Additional Production Needs (If Any):**


- Upstage Backdrop: We prefer a lit cyc for the backdrop of this show with a variety of color options. If no cyc is available, a black curtain will also suffice.
- The scenery includes a two-story scaffolding rig that is actively used by our actors. Please confirm that your space has the required height clearance of 14'.

## **FRONT OF HOUSE AND PUBLICITY**

**Press, Publicity and Photography:** Due to union and copyright restrictions, photography and visual/ sound recordings of the production during performance are strictly prohibited. Please make sure all house staff and ushers are aware of and help enforce this policy. To request a cast photo for your theater or if you are aware of press attending the performance, please contact [production@twusa.org](mailto:production@twusa.org). We can provide a media guide for press. For last-minute requests, inform the SM and we will do our best to accommodate. We will coordinate a cast photo if time allows.

**Meet & Greets and Q & A's:** All post-show events are limited to 15 minutes and are voluntary for the cast due to our union agreement. You can schedule these with the SM during your advance. To request a longer or more specific event, please speak with your contracting representative for additional booking possibilities.

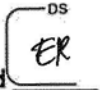
- Please note that due to safety restrictions, Meet and Greets or any close contact with audience members may not be available. Please email [production@twusa.org](mailto:production@twusa.org) for updates on restrictions.

Read & Acknowledged  (please initial here)

**Complimentary Tickets:** We require up to 10 complimentary tickets for our touring company members. All requests will go directly through the SM. If holds need to be released sooner than 72 hours prior to performance, a simple email to [production@twusa.org](mailto:production@twusa.org) will suffice.

**Front of House:**

- **Program:** Program information can be found on our website. Scroll down to the bottom of this page and click on "MEDIA KIT." <https://twusa.org/shows-artists/on-tour-2/charlottes-web/>
- **Lobby Board:** We travel with a House Board for our union and contractual billing needs. Please provide an easel where this can be prominently displayed for the incoming audience.
- **Marquee:** TheaterWorksUSA's Production of "Charlotte's Web."

Read & Acknowledged  (please initial here)



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

This Rider, dated **Friday, May 5, 2023**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **TheaterworksUSA** (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.

*If schedule permits*

**COLLEGE OF DuPAGE**  
**McAninch Arts Center**

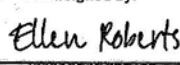
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: 05/10/23

Date: 5/12/23

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

Date: 8/15/2023

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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



THEAUSA-01

MCOLEMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2023

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>Maury, Donnelly &amp; Parr, Inc.</b> 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): <b>(410) 685-4625</b> FAX (A/C, No): <b>(410) 685-3071</b> E-MAIL ADDRESS:
INSURED  <b>Theaterworks USA Corp.</b> 158 W 29th Street, 5th Floor New York, NY 10001	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Mount Vernon Fire Insurance Company</b> NAIC # <b>25895</b> INSURER B : <b>Hiscox Insurance Company, Inc.</b> <b>10200</b> INSURER C : <b>United States Liability Insurance Company - USLI</b> <b>25895</b> INSURER D : <b>Hanover American Insurance Company</b> <b>36064</b> INSURER E : INSURER F :

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NBP2556003	6/30/2023	6/30/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</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> \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		USUAE274463723	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	X		CUP1570751	6/30/2023	6/30/2024	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ \$
	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 \$
D	Commercial Inland Ma			IHQJ218552-00	11/14/2022	11/14/2023	Theatrical Property <b>500,000</b>
D	Commercial Inland Ma			IHQJ218552-00	11/14/2022	11/14/2023	Deductible <b>2,500</b>

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

Cat Kid Comic Club 10/20/2023 and Charlotte's Web 4/26/2024

College of DuPage is Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

**McAninch Arts Center**  
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

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** Re: For Review - COI Cat Kid & Charlotte's Web  
**Date:** Monday, August 14, 2023 9:48:14 AM

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Hi Molly,

Insurance is accepted as presented.

Phil Gieschen  
Coordinator / Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellen, IL 60137  
630/942-2993

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**From:** Junokas, Molly  
**Sent:** Monday, August 14, 2023 9:29 AM  
**To:** Gieschen, Philip  
**Subject:** RE: For Review - COI Cat Kid & Charlotte's Web

Hi Phil,

Please take a look at the updated COI from vendor attached. Let me know if this works.

Thank you!

**Molly Junokas**  
McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

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**From:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Sent:** Thursday, August 10, 2023 5:34 PM  
**To:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Subject:** Re: For Review - COI Cat Kid & Charlotte's Web

We need to be named as additional insured.

Phil Gieschen  
Coordinator / Risk Management  
College of DuPage  
425 Fawell Blvd.

Glen Ellen, IL 60137  
630/942-2993

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**From:** Junokas, Molly  
**Sent:** Thursday, August 10, 2023 2:31 PM  
**To:** Gieschen, Philip  
**Subject:** For Review - COI Cat Kid & Charlotte's Web

Hi Phil,

Please review the attached COI from TheaterWorksUSA, the agent who represents 2 upcoming shows at the MAC this season: Cat Kid Comic Club on 10/20 & Charlotte's Web on 04/26. These are both musical theatre shows for kids. The agent did not provide an endorsement page.

Would you please let me know if this is approved as-is?

Thank you,

**Molly Junokas**  
McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

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

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**Check Request TheaterWorks USA Charlotte's Web**

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

Thu, Aug 17, 2023 at 08:44 PM UTC

CC:

BCC:

Good afternoon,

Please process the attached check request for TheaterWorksUSA. This is the deposit payment for the Charlotte's Web performance at the MAC on 04/26/24.

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**

TheaterWorksUSA Inv SS24-CHARWEBDEP 1180.00 SS24\_CHARWEB Artist Fee Deposit 04-26-24.  
pdf