

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1089078
Vendor Name: Unlimited Myles
Invoice Number: CM24-ALDANADEP
Invoice Date: 10/13/2023
PO Number:
Check Number: 0318563
Check Amount: \$ 504.00
Check Date: 10/24/2023
Voucher Number: V0806869
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: _____ Vendor ID: _____ Vendor Name: _____

Payee Address: _____ Payment Due Date: _____

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
Total			\$

Check the appropriate box below:

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

Description on Check:

Other Instructions:

All requests will require the following approvals:

Requester: _____ Print Name: _____

Budget Officer: _____ Print Name: _____

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

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

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

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

Area Administrator (only required if request is \$5,000 and over): _____ Print Name: _____

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

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

Check Request Form (*cont.*)

Processing a Check Request:

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

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

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



AGREEMENT made on August 2, 2023 between Unlimited Myles, Inc. o/b/o **Melissa Aldana** (hereinafter referred to as "Artist") and **College of DuPage** whose address is **425 Fawell Blvd, Glen Ellyn, IL 60137** (hereinafter referred to as "Purchaser").

It is mutually agreed between the parties as follows:

The Purchaser hereby engages the Artist and the Artist hereby agrees to perform the engagement hereinafter provided, upon all of the terms and conditions herein set forth, including any additional terms and conditions and the Technical Rider:

1. Place of Engagement: **McAninch Arts Center, Glen Ellyn, IL (capacity: 780)**
2. Date of Engagement: **Wednesday, November 29, 2023 - Thursday, November 30, 2023**
3. Schedule:
Wednesday, November 29, 2023:
7:00 pm-9:50 pm- REHEARSAL with DuPage Community Jazz Ensemble and Artists-in-Residence

Thursday, November 30, 2023
4:30 pm-5:45 pm- MASTERCLASS (for students and community members)

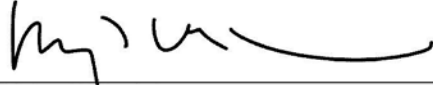
7:30 pm-9:00 pm- PERFORMANCE with DCJE and Artists-in-Residence.
4. Name of Band: **Melissa Aldana (guest)**
5. Number of Musicians: **One (1)**
6. Full Price Agreed Upon: **FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00); PLUS HOTEL (ONE (1) SINGLE ROOM FOR (2) NIGHTS); PLUS LOCAL GROUND TRANSPORTATION; PLUS BACKLINE (SEE ATTACHED TECHNICAL RIDER).**

All payments shall be paid by company check as follows:

(a) **DEPOSIT/FIVE HUNDRED FOUR DOLLARS (\$504.00)** shall be paid by Purchaser to and in the name of **Unlimited Myles, Inc. (FED ID#: 22-3811935)** and mailed to **6 Imaginary Place, Aberdeen, NJ 07747**, to be received on or before **October 30, 2023**.

(b) **The balance of the fee/THREE THOUSAND SIX HUNDRED NINETY SIX DOLLARS (\$3,696.00)** shall be paid by Purchaser to and in the name of **Melissa Aldana, LLC, (FED ID# 84-4061294) 280 Ocean Pkwy #6 Brooklyn, NY 11218**, and given to Artist or Artist Representative, the evening of the engagement.

Purchaser shall first apply any and all receipts derived from the engagement herein to the payments required hereunder: All payments shall be made in full without any deductions whatsoever. In the event that payments are not made as provided herein, Artist shall, at his or her option have the right to refuse to perform, and Purchaser shall remain liable to Artist for the agreed price set forth herein.

By: 
 Myles Weinstein
 President

DocuSigned by:

 By: 
 Ellen Roberts, VP of Administrative Affairs

Date: October 4, 2023

Date: 10/13/2023

The above signatures confirm that the parties have read and approve each and all of the terms and conditions set forth on the entire contract hereof.

Contacts:

Matt Shevitz, Director, Jazz Ensembles - PH: (630) 942-2369, Cell: (630) 791-0196 shevitzm@cod.edu
Joe Hopper, Production Manager - PH: (630) 942-2913 hopper@cod.edu



ADDITIONAL TERMS AND CONDITIONS

The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1. Purchaser agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by Artist, all rehearsals therefor, including a suitable theater, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by Artist and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including, but not limited to, bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers, and Purchaser shall pay all other necessary expense in connection therewith. Purchaser agrees to pay all applicable amusement taxes. Purchaser agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by Purchaser and by Artist. Purchaser agrees to furnish all necessary material and equipment and to promptly comply with Artist's directions to arrange the stage decor and settings for the performance(s) hereunder. In addition to those musicians, if any, to be furnished by either Artist or Purchaser pursuant to any other provision hereof, Purchaser agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefore; Artist shall have the right to name the local music contractor and to approve the choice of musicians hired locally.

2. Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time the performing personnel. Artist's obligations hereunder are subject to detention or prevention by sickness, death of immediate family member, inability to perform, terminal illness as defined by a medical professional of self or close family member, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, pandemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond Artist's control. If Artist has a good faith belief that a public health issue poses any risk to Artist and/or the public, Artist may cancel and/or reschedule the performance at Artists's sole discretion and regardless of federal, state and local orders and/or regulations. Upon such cancellation, Artist and Presenter will work in good faith to reschedule the performance and any deposits paid by the Presenter, with the exception of any out-of-pockets expenses incurred by Artist (including but not limited to airline expenses) will be refunded if the performance is not able to be rescheduled. In the event that Purchaser cancels for any reason, the following cancellation fees shall apply: 25% of total fee for any cancellations 60 or more days prior to the event; 50% of the total fee for any cancellations 59-30 days prior to the event; 100% of the total fee for any cancellations 29 or less days prior to the event.

3. Purchaser shall not have the right to broadcast or televise, photograph or otherwise reproduce the performance(s) hereunder, or any part thereof. Purchaser shall not have the right to assign this Agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that Artist shall be liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out of any of the provisions hereof, or otherwise. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full. Purchaser represents that it has a lease for the theater, hall or auditorium covering the dates of this engagement, which will be shown to Artist's Agent upon request.

4. Purchaser agrees that Artist shall receive top billing in one hundred percent (100%) type in all advertising and publicity issued by or under the control of Purchaser in regard to the engagement hereunder.



5. Free admissions, if any, (except to local press) shall be subject to Artist's prior written approval. In the event that payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by Artist in writing before tickets are ordered or placed on sale; (b) Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each such performance within two (2) hours following such performance; and (c) Artist shall have the right to have a representative present in the box office at all times, and such representative shall have the right to examine and make extracts from box office records of Purchaser relating to gross receipts of this engagement only.

6. If before the date of any scheduled performance, it is found that Purchaser has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of Purchaser has been impaired, Artist may cancel this Agreement. In the event that Purchaser does not perform fully all of its obligations herein, Artist shall have the option to perform or refuse to perform hereunder, and in either event, Purchaser shall be liable to Artist for damages in addition to the compensation provided herein.

7. Purchaser agrees to read and sign the attached technical rider, which becomes an integral part of this Agreement.

8. Purchaser agrees to be solely responsible for the payment of any requisite royalties, rental fees and performing fees in connection with the music to be performed by Artist.

9. Purchaser agrees to provide Artist with the number of complimentary tickets as per Artist rider in prime locations, for each performance. In addition, Purchaser agrees to provide Artist's Agent with the number complimentary tickets in good location listed in Artist's rider. If the performance is sold out, Artist and Artist's Agent will agree to release, if requested, all unused tickets one (1) hour prior to the performance.

10. Artist agrees to supply the usual quantity of printing and advertising material as available, and will also furnish copy of the program which is to be printed and distributed by Purchaser at its own expense. Purchaser agrees to print said copy in its entirety without revision or modification and distribute same in a sufficient number of programs. All advertisements and house programs must carry notice of "Unlimited Myles, Inc." with address of same. Such additional credits as Artist's Management may be requested for inclusion in the same. Artist shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder, and the receipts thereof shall belong exclusively to Artist.

11. This constitutes the sole, complete and binding agreement between the parties hereto. Unlimited Myles, Inc. acts only as Artist's Agent and assumes no liability hereunder. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New Jersey. All notices to Artist in connection with this Agreement shall be in writing addressed to Artist's Agent. All notices to Purchaser may be given by Artist's Agent or by Artist. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail, and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

12. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in New Jersey in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three (3) member panels. The parties hereto agree to be bound by the award in such arbitration, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

State of Illinois, see MAC Rider #5

Illinois, see

New MAC

Rider #5



MELISSA ALDANA RIDER (SOLO)
As of July 2019

This rider is to be attached to and made part of the contract dated **August 2, 2023** between **UNLIMITED MYLES, INC. o/b/o MELISSA ALDANA**, hereinafter referred to as the Artist, and **College of DuPage**, hereinafter referred to as the Purchaser.

BILLING: Artist shall receive 100% sole star billing in any and all advertising and publicity material issued or solicited by Purchaser pertaining to engagement(s) hereunder. Correct billing as follows:

MELISSA ALDANA

1. **Cancellation:** Purchaser agrees that Artist may postpone the engagement hereunder at Artist's sole discretion, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder if Artist secures a television show, a major motion picture and/or a theatrical production. Artist will offer Purchaser a future play date with the same terms and conditions
2. **Force Majeure:** Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.
3. **Inclement Weather:** Inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions.
4. **Creative Control:** Artist has 100% creative control over all aspects the performance, without limitation, including any music, film or videotape, or other activities, played or presented to patrons at any time before, during or immediately after the Engagement, and during intermission, if any.
5. **Audio/Television/Video Equipment:** There is to be *NO AUDIO, TELEVISION, RADIO OR VIDEO RECORDING OF THE PERFORMANCE WITHOUT WRITTEN PERMISSION OF THE ARTIST* or Artist's representative. The Purchaser is to do the utmost to prevent unauthorized recording or picturetaking at any time during the performance, soundcheck, etc. Artist reserves the right to make an archival recording of the performance.
6. **Announcements/Photography:** If there are announcements, please request there to be no smoking, no flash photography, and to turn off cell phones during performance. If there are professional photographers invited to the performance. If such permission to take photographs is granted to the Buyer, the photographer must agree to provide Artist with one (1) photograph of Artist's choice gratis, to be used for publicity purposes.
7. **BACKLINE REQUIREMENTS:** this is a guideline; and an updated list should be confirmed with the Artist Representative. Equipment To Be Provided By Purchaser at No Cost to Artist. Please see **Schedule A** at the back of this rider for Musical Instrument and Backline Requirements.



• **Setup:** On the first day of the performance venue will be available to Artist for technical setup and rehearsal. All lighting, sound and stage preparations must be completed prior Artist's arrival. Buyer will provide house electrician and sound technician. Audience will not be permitted into the performance space until setup/rehearsal has been completed. Buyer will provide all equipment per attached **Schedule "A"**. No instruments other than those provided by/for Artist will be allowed on the stage.

Once Artist has sound-checked, equipment and levels cannot be changed or rearranged prior to the performance. Artist Representative will work in conjunction with the house sound engineer and have final approval of house sound levels.

8. Dressing Rooms: Buyer will provide one (1) dressing room for MELISSA ALDANA. Dressing Rooms shall be: Clean, well-equipped and have a private bathroom. Rooms must be secure and equipped with lockable doors and shall be stocked with the following by Load In/Show Time:

Plenty of non-carbonated spring/distilled water and sparkling water
Assorted teas (regular, herbal) and hot water. Coffee and Milk
Assorted fresh fruit, vegetable crudites, green salad, Goat Cheese/Hummus/Avocado
Prosciutto/Smoked Salmon
Gluten Free Bread
Fresh Juice (Cold Press/Green)
Nuts: (Cashews/macadamia and walnuts)
~~2 bottles of organic/biodynamic white wine or red. French wines from:~~
~~Pineau d'aunis (Loire)~~
~~Gamay (cru Beaujolais or Northern Rhône)~~ No alcohol, see MAC Rider #23
~~Grolleau (Loire)~~
~~Poulsard or Trousseau (Jura)~~
~~Syrah (Northern Rhône)~~

9. Catering: Buyer will provide hot meals for up to two (2) persons on each night of the Engagement. **IMPORTANT: Melissa Aldana eats GLUTEN FREE. Additionally, she does not eat white rice, white bread or pasta.**

10. Ground Transportation: Buyer shall provide one (1) vehicle with drivers for touring group. Vehicle must be capable of carrying up to two (2) people. If Artist agrees to provide own transportation, Buyer shall reimburse Artist for the expense of the rental vehicle/s and any associated parking costs at hotel and venue.

11. Hotel: All hotel accommodations will be in a minimum four (4) star hotel near the place of the performance. Buyer will provide One (1) Single Room for Ms. Aldana for the entire length of the Engagement including rehearsal days, if any. Hotels are subject to approval by Artist and Artist's management. It is preferable that hotels are close to the venue, within walking distance.

12. Complimentary Tickets: Upon request, Buyer will provide Artist with ten (10) complimentary tickets to be held at the box office under the name, Melissa Aldana. Unused complimentary tickets may be released one (1) hour prior to performance.

13. Insurance: Purchaser shall provide insurance to cover fire, theft, riot or other violence, injury to person and/or property, which shall name the Artist, her musicians, road crew and representative as assured thereon for the engagement(s) hereunder. Any additional insurance required by law or otherwise shall be provided and paid for by the Purchaser.



15. **Breach of Contract:** If the purchaser refuses or neglects to provide any of the items stated herein, fails or refuses to proceed to make any of the payments as provided herein or fails or refuses to proceed with the engagement, Artist shall have no obligation to perform this contract and will however retain any amounts theretofore paid to Artist.

SCHEDULE "A" AND THE ATTACHED STAGE PLOT ARE FULLY A PART OF THIS AGREEMENT
AGREED AND ACCEPTED:

DocuSigned by:

Ellen Roberts

PURCHASER SIGNATURE

A handwritten signature in black ink, appearing to read 'Myles Weinstein'.

Myles Weinstein, President
Unlimited Myles, Inc.

10/13/2023

Date

October 4, 2023

Date

For any advancing questions, please contact management:

ROBIN TOMCHIN
RT Productions
(O) 212-529-8910
(M) 917-470-6492
Email: rtomchin@gmail.com
SKYPE: RTPRODS



MELISSA ALDANA
SCHEDULE "A" – Technical Specifications
(Personnel subject to change - consult management when advancing)

MELISSA ALDANA - SAXOPHONE

- High quality microphone (not clip-on)
- High chair to rest on
- Speaking microphone

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Thursday, August 31, 2023**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Unlimited Myles, Inc o/b/o Melissa Aldana** (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

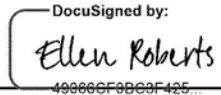
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 08/31/23

Date: October 4, 2023

By: 
49000CF0800F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 10/13/2023

McAninch Arts Center
Contact Information

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
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"Schoettle, Kari" <schoettlek@cod.edu>

Mon, Oct 16, 2023 at 04:00 PM UTC

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

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