

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1082165
Vendor Name: East Coast Entertainment Inc.
Invoice Number: TR24-HIPLETDEP
Invoice Date: 9/21/2023
PO Number:
Check Number: E0097392
Check Amount: \$ 11,250.00
Check Date: 10/04/2023
Voucher Number: V0803143
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: 1082165 Vendor Name: East Coast Entertainment
Payee Address: 703 Southlake Blvd North Chesterfield, VA, 23236 Payment Due Date: 10/13/2023

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR24-HIPLETDEP	05-60-11601-5309004	MAC Touring: Performing Arts Services	7,250.00
	06-40-05502-5309004	IAC/PIE: Performing Arts Services	4,000.00
Total			\$ 11,250.00

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 Hiplet 02/17/24 (Deposit)

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

Need by: 10/13/23 Thank you!

Other Instructions:

Deposit payment for performance on 02/17/24.

460 Artist Fee TR24_HIPLET

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



This is the contract for your upcoming engagement. The following content serves as both the written contract and invoice for the Services (as defined below). This Contract is a confirmation of the agreement that you have already made to engage the performance of the named Artist for the date, time, amount and other terms shown below. Failure to return the executed contract does not cancel your agreement to engage the Artist(s) for the stated performance date(s) for the full amount set forth.

Artist Information

ARTIST(S)	Hiplet Ballerinas	PERFORMANCE DATE	02/17/2024 (Sat) 7:30 PM - 9:30 PM - 1 Show Artists will perform two-45 minute acts.
CONTRACT #	839650	CONTRACT DUE DATE	04/11/2023 (Tue) ASAP

INSTRUCTIONS

1. If signing manually, please sign where indicated in the Presenter signature box and initial ALL other pages.
2. Make your deposit check payable to **EastCoast Entertainment, Inc.**
Please see contract for balance payment instructions.
3. Write your contract number on your deposit check.
4. If signing manually, return a copy of the **SIGNED** contract and riders, along with your deposit check to:

EastCoast Entertainment
ATTN: Contract Processing
P.O. Box 73210
North Chesterfield, VA 23235

Overnight mail should be sent to:
EastCoast Entertainment
ATTN: Contract Processing
703 Southlake Boulevard
North Chesterfield, VA 23236

(Please retain a copy for your records. We will send you a completed contract once it has been signed by the Artist.)

If you have any questions regarding this contract, please don't hesitate to call.

THANK YOU FOR DOING BUSINESS WITH EASTCOAST ENTERTAINMENT, INC.

PLEASE DO NOT STAPLE

EastCoast Entertainment
BookECE.com
855-323-4386
info@bookece.com

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235

**Contract:**

Contract # 839650
Agent Toni Cline

THIS CONTRACT ("Contract") is for the personal services of entertainers on the engagement described below, made on **March 30, 2023** ("Contract Date") between the undersigned Purchaser of Entertainment (herein called "Presenter") and **Hiplet Ballerinas** (herein called "Artist(s)" which term is to include the named individual, the named individual's group, the named group as well as the named group's individual members). This Contract is for talent booking services and contracts between Artist(s), the Artist(s)' leader, manager, or representative (the "Artist(s)' Representative"), and EastCoast Entertainment, Inc. ("ECE" or "EastCoast"). The Artist(s) are engaged jointly and severally (as a group and individually) on the terms and conditions set forth herein. The Artist(s)' Representative represents that the Artist(s) has/have agreed to be bound by the terms and conditions set forth herein. The Artist(s) as an individual, as a group or as an individual member of the group may enforce this Contract. The Artist(s) individually and together agree to be bound by the terms of this Contract and to render services under the undersigned Artists(s)' Representative. All content that follows, including but not limited to The General Contract Terms and Conditions and Rider(s), is hereby incorporated into this Contract. The items under Performance Location, Date & Time of Performance below are collectively referred to as the "Services."

Performance Location

McAninch Arts Center Joe Hopper
MCANINCH ARTS CENTER Technical Director
AT COLLEGE OF DUPAGE (630) 942-2913
425 FAWELL BOULEVARD hopper@cod.edu
GLEN ELLYN, IL 60137-
6599
Indoor

Date & Time of Performance

02/17/2024 (Sat) 7:30 PM - 9:30 PM - 1 Show
Artists will perform two-45 minute acts.
Central Time (US & Canada)

Payment Terms

Gross Price Agreed Upon: \$22,500.00

Includes total monies that Presenter will pay for
Services

Deposit Due: \$11,250.00

Deposit To:

EastCoast Entertainment, Inc. on 07/14/2023
FED ID # 54-1024823 ASAP after July 1, 2023

Balance Due \$11,250.00

Balance To:

PLEASE MAKE BALANCE PAYMENT OUT TO
CHICAGO MULTICULTURAL DANCE CENTER on
02/17/2024 (Sat)

Other Terms & Conditions

Presenter agrees that the terms of the attached Artist Rider are incorporated into this agreement and are hereby part of this contract. Presenter to provide Agency with weekly ticket count from ticketing vendor beginning 12 weeks prior to show as well as final ticket summary post-show.
Ground transportation and Hotel rooms are not provided.

Further terms and conditions appear on the following page(s) and are incorporated into this Contract by reference - VERY IMPORTANT - READ!

Presenter Initials

ER

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract:

Contract # 839650
Agent Toni Cline

Presenter

Please verify the following before signing the contract. Contact your agent if anything appears incorrect.

- ☒ Event Date(s), Times(s) and Location are correct
- ☒ Presenter has read and agrees to all Contract terms including but not limited to the General Contract Terms and Conditions, found below the signature box, and if referenced in this Contract, the Other Terms & Conditions and Riders, all of which are presented online with this Contract, and if this Contract is printed out, are associated with this Contract number.

**COLLEGE OF DUPAGE
MCANINCH ARTS CENTER**

MCANINCH ARTS CENTER AT COLLEGE OF DUPAGE
425 FAWELL BOULEVARD
GLEN ELLYN, IL 60137-8599

VP Administrative Affairs**TITLE OF SIGNATORY BELOW**

Person signing below has authority to sign on behalf of the
Presenter named above. If not, signer agrees to be personally liable.

Ellen Roberts

9/19/2023

PRESENTER SIGNATURE

DATE

Signatory

Ellen Roberts
martinezd59@cod.edu

Primary Contact

Diana Martinez
martinezd59@cod.edu
(830) 9423007

Artist**Hiplet Ballerinas**

Robin Edwards

ARTIST SIGNER NAME

Executive Director

Robin Edwards

TITLE OF SIGNATORY BELOW

Robin Edwards

ARTIST SIGNATURE

5/17/2023

DATE

Person signing above is signing on his/her own behalf. Artist(s) and
Artist(s) Representative are jointly and severally liable. See further
terms in Paragraph 1.

Presenter to sign and return all copies of Contract – FAXED AND EMAILED COPIES OF THIS DOCUMENT (AND E-SIGNATURES) ARE BINDING

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract:

Contract # 839650

Agent Toni Cline

General Contract Terms and Conditions

The following General Contract Terms and Conditions are hereby incorporated into and made a part of the contract number referenced above.

1. The Presenter is individually and personally liable for the Gross Price. The person signing for the Presenter is individually and personally liable unless they are an authorized signer for the Presenter. The Artist(s) and the Artist(s) Representative are individually and jointly liable for performance under the terms of this Agreement. If the Artist(s), or the Artist(s) Representative, are an Association, Company, Corporation, Partnership or any entity other than an individual, the person signing for the Artist(s) agrees to be personally, jointly and severally liable for the terms of this Contract.

2. The Presenter shall at all times have reasonable supervision, direction, and control over the services of Artist(s) on this engagement. If any Artist(s) have not been chosen upon signing of this Contract, the Artist(s) Representative, as agent for the Presenter and under his instructions, shall hire such persons and any replacements as are required. The essential identity of the Artist(s) as a unit shall not be altered by minor changes in personnel or in the name of the entertainment unit.

3. The Artist(s) and / or its undersigned Artist(s) Representative (individually and on behalf of the Artist(s)), agrees that the Deposit is to be paid to EastCoast. This Deposit is due and payable on the Deposit Due Date specified above. The Artist(s) agrees that EastCoast may retain its previously agreed upon fee ("EastCoast Fee") out of the Deposit. The Presenter is liable for payment of the Deposit to EastCoast and any unpaid amount of Deposit is not paid within five(5) days of the due date is subject to a late charge of 4.5% per month until paid, plus reasonable attorneys' fees as well as any other collection fees and costs incurred for collection. In the event the Deposit is paid to the Artist(s), failure of Artist(s) to pay the EastCoast Fee when due gives EastCoast an immediate cause of action against the Artist(s) for the amount of the EastCoast Fee, plus reasonable attorneys' fees, court costs, interest at the rate of 4.5% per month from the due date until paid, as well as any other collection fees and costs incurred.

4. If before the date of any scheduled performance it is found that the Presenter has not performed fully to its obligation under any other Contract with any other party for another engagement or that the financial credit of Presenter has been impaired, the Artist(s) may cancel this Contract. In the event that the Presenter does not perform fully all of its obligations herein, the Artist(s) shall have the option to perform or refuse to perform hereunder, and in either event the Presenter or the person signing for the Presenter, jointly and severally, shall be liable to the Artist(s) for the Gross Price set forth herein, plus reasonable attorneys' fees, court costs, and interest at the rate of 4.5% per month from the due date until paid, as well as any other collection fees and costs incurred. The Artist(s) are hired as a unit and any changes to the unit which significantly affect the Artist(s)' ability to meet the Presenter's reasonable expectations shall constitute Artist(s)' default and forfeiture of any payment under the terms of this Agreement ("Artist(s) Default"). In the event of Artist(s)' Default, the Presenter shall allow EastCoast to provide a reasonable substitute Artist(s) for the Services under the same terms and conditions of this Contract ("Substituted Services") and Presenter shall be liable to pay for the Substituted Services under the terms and conditions of this Contract.

5. Artist(s)' Representative shall enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. On behalf of the Presenter, the Artist(s)' Representative will distribute the amount received from the Presenter to the Artist(s), or in place thereof, provide a separate memorandum to the Presenter at or before the commencement of the Services indicating the proper disbursement to each individual Artist(s).

6. Neither the Presenter nor the Artist(s) shall have the right to cancel its obligations under this Contract unless such cancellation is based upon a force majeure event (as defined below) in accordance with the terms and conditions of this paragraph and subsequently agreed to in a writing signed by the Presenter, Artist(s) and ECE. For the purposes of this paragraph, a force majeure event ("Event") shall be defined as unforeseeable unavoidable and external causes or circumstances beyond the reasonable control and without fault or negligence of the party affected thereby, such as acts of God, governmental regulation, war, acts of terrorism, weather, floods, fires, accidents, strikes, order of civil or military authority, hostilities, rebellion, revolution, civil war, riot, curtailment or interruption of transportation facilities, proven serious illness of the Artist(s), or other causes which wholly or partly prevent the performance of the contractual obligations, but specifically excluding (i) economic factors alone, and (ii) epidemics or pandemics. If an Event occurs, the Presenter, Artist(s), or ECE may initiate a request for cancellation of this Contract pursuant to this section by providing written notice within reasonable time to each of the Presenter, Artist(s) and East Coast, as applicable, stating specifically what Event they believe has occurred. A reasonable period of time shall be defined as no more than ten (10) and no fewer than two (2) days prior to the date of performance. If cancellation is requested under this section, and the Presenter, Artist(s) and East Coast all agree in writing that an Event has occurred which would render the performance of the contract impossible and/or illegal, then the Performance shall be cancelled, and if paid, the Deposit and the Balance shall be refunded to Presenter except as follows: (i) if at the time of the foregoing cancellation decision the Deposit and/or Balance has already been paid to either the Artist or a third party, the Deposit and/or Balance are nonrefundable unless repayment is otherwise agreed to by the Artist or third party; or (ii) if at the time of the foregoing cancellation decision due to an Event the Deposit and/or Balance has not been paid to the Artist(s), and the Artist(s) was ready, willing and able to perform, Presenter shall reimburse Artist(s) for Artist(s) out-of-pocket travel expenses incurred in attending or preparing to attend at the location of the performance, and Presenter will pay twenty percent (20%) of the gross contract price to EastCoast for services rendered. EastCoast may withhold the foregoing amounts from any Deposit or Balance already paid. This provision shall be the sole remedy of the Presenter and Artist(s) in the event either the Presenter or Artist seek to cancel the contract and/or excuse non-performance due to an Event. The Presenter and Artist(s) specifically agree that the common law doctrines of impossibility of performance, impracticability of performance and/or frustration of purpose are waived under the terms of this Contract. This provision is not self-executing by the Presenter or Artist(s), but requires agreement among and between the Presenter, Artist and EastCoast that an Event which would render the performance of the contract impossible and/or illegal has occurred.

COVID-19 Exception: The following applies if the requested Contract cancellation arises out of or is related in any way to, or is because of any possible issues or circumstances related to the COVID-19 virus and/or a COVID-19 variant (either singularly or collectively "COVID 19 reasons"). COVID-19 reasons are not an Event to excuse nonperformance of this Contract pursuant to paragraph 6. However, either the Presenter or Artist may seek to reschedule due to a COVID-19 reason in accordance with the following: The Presenter or Artist may send written notice to EastCoast no later than thirty (30) days prior to the scheduled performance date requesting to reschedule for a later date due to COVID-19 reasons that are specified in writing, and if the Artist, Presenter and EastCoast all agree in writing to reschedule the performance to a mutually acceptable date, the Presenter's Deposit and Balance will be credited towards the rescheduled performance. If the reschedule request due to Covid-19 reasons is by the Presenter, and the Artist and EastCoast in their sole discretion determine that in good faith there can be no rescheduling, then the Presenter will be liable only for all out-of-pocket expenses (e.g. nonrefundable prepayments for travel or production) incurred by the Artist due to the reschedule request of the performance date plus 50% of the gross contract price which shall be paid to EastCoast, and the remaining Deposit, if any, shall be refunded to the Presenter. If due to COVID-19 reasons the Presenter chooses not to reschedule the Performance and the Artist and EastCoast in their sole discretion determine that the failure to reschedule is not in good faith, no amount of the Deposit shall be returned to the Presenter and the full amount of the gross contract price remains due and owing.

7. Notwithstanding the provision of Paragraph 6, for outdoor shows, unless Presenter has an alternative indoor location acceptable to the Artist(s), Presenter assumes all weather - related risk and shall pay Artist(s) the full amount of the Gross Price in the event the performance is cancelled due to inclement weather. The only time an outdoor event may be cancelled pursuant to Paragraph 6 herein is if the weather-related risk would cause a similar indoor event to be cancelled.

8. Once signed by both parties, this Contract constitutes the sole, complete and binding Contract between the Artist(s) and the Presenter. EastCoast acts only as agent or consultant and assumes no personal responsibility or liability as between the Presenter and Artist(s).

9. The Presenter is responsible for filing IRS Form 1099, if applicable, on all payments made to the Artist(s) under this Contract, regardless of whether such payments are made to EastCoast, or to the Artist(s) directly.

10. The Presenter shall be responsible for any and all additional costs or expenses (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast) or other venue requirements associated with or related to this Contract or for the performance of obligations under this Contract, including, but not limited to (i) taxes, fees or other assessments imposed by any governmental or regulatory authority (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast), (ii) fees, assessments or other charges or requirements (venue-mandated rigging, audio-visual costs, electrical costs and/or additional costs caused by union-venue contracts) imposed by the performance venue, (iii) insurance requirements and related premiums required by the performance venue of either the Presenter or Artist, (iv) fees, assessments or other charges or requirements associated with the performance of copyrighted works, and (v) any health and safety requirements for appearing at the venue. Neither EastCoast nor Artist(s) shall be required to execute any agreement with the Presenter's venue.

11. The Presenter shall be responsible for any damage which occurs to the Artist(s)' equipment during the engagement if said damage is caused by either the Presenter or any person(s) attending the engagement either as a guest or member. Representatives of EastCoast are assured free and unrestricted access to the location of the Contract performance during said performance.

12. In consideration of the services rendered by EastCoast, in securing this booking and other good and valuable consideration, receipt of which is acknowledged by the Artist(s) and the Artist(s)' Representative, the Artist(s) and the Artist(s)' Representative, jointly, individually and severally, agree to book all bookings from the above Presenter for a period starting on the Contract Date and ending twenty-four (24) months after the performance date set out above, through EastCoast ("Future Bookings"). It is further agreed that the Artist(s) or Artist(s)' Representative will pay a placement fee equal to 20% of the gross price agreed upon, for Future Bookings and will refer all inquiries for Future Bookings for the Presenter to EastCoast. It is further agreed that any Future Bookings booking secured for the Artist(s) or Artist(s)' Representative, whether by oral or written Contract from said Presenter for which EastCoast books the Artist(s), the Artist(s) will give EastCoast an exclusive right to represent Artist(s) in that account or for that Presenter for a period of twenty-four (24) months from the performance date set out above. EastCoast shall be entitled to an injunction to enforce its rights hereunder and to restrain any of the aforementioned unauthorized acts regarding competing with EastCoast.

13. Additionally, it is further agreed that neither the Artist(s), or the Artist(s)' Representative, will not either individually, jointly, or severally, nor through another agent or manager, attempt to book other Artist(s) or entertainment of any type to said Presenter for a period of twenty-four (24) months after the performance date of this Contract. If said Artist(s), or the Artist(s)' Representative breaches this Contract, they shall be jointly and severally liable for liquidated damages equal to 20% of the gross amount paid to any Artist(s), or entertainment of any kind, who is booked or performed for a Presenter in breach of the covenants contained in this Contract, plus reasonable attorneys' fees, court costs and legal interest related to the collection thereof.

14. Artist(s) are engaged by Presenter as an independent contractor with respect to the Services herein.

15. Artist(s) understands and agrees that they are liable to Presenter for Artist(s) own acts of willful misconduct or gross negligence.

16. This Contract is executed and delivered in the ^{State of Illinois, see MAC Rider #11} Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of such state without regard to the choice of law provisions therein. The parties consent to venue in either ~~Federal Court, Eastern District of Virginia, Richmond Division, or the Circuit Court in the County of Chesterfield~~ ^{Illinois} and each party consents to personal jurisdiction in ^{Illinois} for the purposes of any action.

17. The parties may execute this Contract in any number of counterparts. Any counterpart or composite of counterparts executed by one or more parties shall be admissible in any formal proceeding as legal proof of the executing parties' Contract and intent to be legally bound. Any party may execute and deliver a counterpart of this Contract to another party via Electronic Signature which includes (i) a telephonic facsimile, (ii) an electronically scanned signature inserted in the electronic copy of the Contract, (iii) an electronic signature, or (iv) an e-mail or other written electronic communication clearly evidencing acceptance and intent to be legally bound. The transmitting party's Electronic Signature shall have the same force and effect as an original physical signature on a physical counterpart delivered to the other party.

18. Each signatory to this Contract warrants and represents that he/she/they are authorized to sign on behalf of and to bind the party or parties on whose behalf he/she/they sign, and that the he/she/they are not a minor and have legal capacity to contract.

19. No finding that any provision herein is invalid or unenforceable for any reason shall affect the validity or enforceability of the remaining provisions herein.

20. Any waiver by EastCoast of any term or provision of this Contract benefiting EastCoast shall not be considered as a waiver of any subsequent breach or breaches of any term or provision by said Artist(s), the Artist(s)' Representative or the Presenter. A waiver by any party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

21. The Presenter assumes the risk for any COVID-19 related vaccination requirements that the venue may require. The Artist(s) make no representation or guarantee that the Artist(s) are vaccinated as of the Performance Date.

22. EastCoast is a third party beneficiary of the terms of this Contract between the Presenter and the Artist. EastCoast's signature, if any, to this Contract is only as to the obligations between the Artist and EastCoast or as otherwise specifically stated herein.

Presenter Initials

ER

HIPLER

BALLERINAS

CONCERT EVENT RIDER

HOSPITALITY + TECH RIDER NOTE: All deviations from this rider must be approved.

839650

CONTRACT #

CONTACT: The ARTIST's Manager should contact the local presenter and the Venue Technical Director no later than 4 - 8 weeks prior to each engagement and should contact the Venue Tech Director again approximately 48 hours before the performance date to reconfirm. If no contact by a representative of the ARTIST is received, please contact ECE Touring, and we will arrange for an ARTIST representative to contact you.

Venue/Tech Director: (NAME) McAninch Arts Center/Joe Hopper, Production Manager

PHONE: 630-942-2913

E-MAIL: hopper@cod.edu

COVID-19 PANDEMIC CLAUSE (if applicable): The ARTIST'S Manager will confirm the venue's current Covid protocols no later than 2 weeks prior to the date of performance and/or workshop. The ARTIST agrees to adhere the venues protocols upon review.

LODGING: The ARTIST requires 10 double non-smoking, pet-free hotel rooms in the same hotel beginning on the day prior to the day of the performance, workshop or masterclass and ending the day after the last performance, workshop, or masterclass. The hotel should be a clean, safe, first-class, minimum 4-5 stars hotel within a reasonable distance from the venue.

TRANSPORTATION: No hotel or ground transport provided, per face of contract & offer.

- **FLY-IN DATES:** If the ARTIST is flying in for the event, PRESENTER shall provide ground transportation to/from: airport, hotel, venue and workshop/class location.

- **DRIVE TO DATES:** PRESENTER agrees to provide parking at the concert venue for the ARTIST's vehicle(s), if needed.

- **TRAVEL CLAUSE FOR ISOLATED FLY DATES:** For any show cancelled within 60 days of performance where ARTIST has pre-purchased flights and cannot be refunded, PRESENTER is responsible for covering those fees. ARTIST to provide proof of purchase.



HOSPITALITY: The ARTIST would like an assortment of drinks and snacks to accommodate 14 people for 8 - 10 hours to be available upon arrival. To support the nutritional needs of the company please always have light hospitality items available when they are on-site including rehearsal, tech, and performance times. Suggestions for light hospitality are Cliff or Luna type bars, granola bars, nuts, small muffins, assorted fresh fruit (please include bananas), raw vegetables, hummus, flavored Greek Yogurt, and a charcuterie tray with assorted meats (no pork), cheeses and crackers. Note: please avoid items containing peanuts due to an allergy. Beverages: Juices, coffee, hot tea (please include honey), sparkling water, Canada Dry ginger ale, (no diet drinks please) and mineral-free still water, (no Dasani, please). Still water bottles size minimum of 16.9 oz. Half of the drinks (juice, soda, still water) should be chilled. A minimum of two drinks per person is required. Along with utensils, plates, and napkins, these items should be set up prior to the company's arrival to be confirmed by the ARTIST's Manager. The hospitality items should be exclusive to the company and placed in an area that is exclusive to the company during their stay. Details to be confirmed with the ARTIST's Manager.

MEAL: The ARTIST requests the hot meal for (14-16) to arrive at the venue no more than 30 minutes after the end of the performance. The choices of restaurant menu or catering menu items should be shared with the ARTIST's Manager for approval no later than 2 weeks prior to load in. If buffet style is served, the following should be available, plates, utensils, napkins, serving utensils and to-go containers. If individual meals are chosen, each meal should be packaged and labeled individually with the company's names for easy distribution. The meal should be placed in a private area as the company prefers to dine in private.

We have included for reference, (3) simple menus that would be acceptable. The ARTIST has performers with dietary restrictions such as vegan, vegetarian, and non-dairy. **Final menu to be approved by the ARTIST's Manager. NO ALCOHOL PRIOR TO PERFORMANCE.**

MEAL OPTIONS (For Reference Only)

- MEAL ONE (lunch and dinner option): Pasta (With Choice of Tomato sauce and Meat sauce), Mixed Green Salad, Fruit Choice, Bread, Drink
- MEAL TWO (lunch and dinner option): Entrée (Chicken, Beef, and Vegetarian), Potato, Green Vegetable, Mixed Green Salad, Bread, Drink
- MEAL THREE (lunch option): Soup or Chili (Vegetarian and Beef), Assorted Sandwiches (Vegetarian, and Selected meats and dairy free options), Mixed Green Salad, Fruit Choice, Bread, Drink

FRONT OF HOUSE: ALL LATE SEATING shall occur during the pauses between complete works. Public access to the theater during rehearsals or technical set up is strictly prohibited. All video, photography, or sound recording must be pre-approved by the ARTIST's Manager.

RECEPTIONS and PHOTO OPS: ARTIST attendance to be determined by the ARTIST's manager. Timing, location, and number of attendees to be considered.

MERCHANDISE: The ARTIST may have merchandise for sale. If so, PRESENTER agrees to provide table(s) and volunteer(s) to sell merchandise before the performance, at intermission, and after the performance, if ARTIST requests. Arrangements will be made in advance by the ARTIST's Manager. Presenter shall receive 20%, per offer.

HI-LET

BALLERINAS

REHEARSALS AND COMPANY CLASS: All rehearsals and company classes are private and closed to the public and all non-essential staff. This will allow the ARTIST to concentrate on the task at hand. Recording of any kind is strictly prohibited.

ENVIRONMENTAL CONTROLS

- The stage area, wings, and dressing rooms shall be heated to 72 - 80°F or cooled to 66 - 70°F (as the season permits) while the ARTIST is present.

DRESSING ROOM REQUIREMENTS

- A minimum of four private dressing rooms (two with capacity for 6 people in each and two with capacity for 2 people in each) ideally on the same floor as the stage with easy access to the stage, furnished with chairs, tables, mirrors, garment racks with adequate hangers, and a waste basket. The dressing rooms should have access to a private bathroom (for the ARTIST only) with hot and cold running water, adequately supplied with fresh soap, and paper towels. One to two garment steamers, required to be available for use.

VENUE TECHNICAL PAPERWORK: The following technical paperwork to be sent to the ARTIST's Manager is due no later than 12 weeks prior to load in:

VENUE

- Technical Specifications of the venue (including but not limited to)
 - o Stage dimensions
 - o Lineset Schedule
 - o Soft goods
 - o Crossover location
 - o Dressing room information

LIGHTING PAPERWORK

- Digital files containing the rep light plot, ground plan, and cross section (Vectorworks preferred) or dwg files AND pdf copy
- Lightwright file or excel file AND pdf copy
 - Channel hookup
 - Instrument schedule
 - Cheat Sheet (If available)
- Lighting inventory

HIPLT

BALLERINAS

STAGE REQUIREMENTS: Standard dance performance set-up. Stage and backstage areas should be swept clean and cleared of all equipment, debris, etc., prior to ARTIST's arrival. The ARTIST is comprised of 14 - 16 members including 10 - 14 dancers + 1-2 support staff.

LOCAL PRESENTER AGREES TO FURNISH AT THEIR OWN EXPENSE THE FOLLOWING REQUIREMENTS:

- **STAGE DIMENSIONS** (minimum):
 - Proscenium opening - 40 ft wide.
 - Stage Depth - 30 ft (plaster line to the cyclorama line set)
 - Proscenium Height - 18 ft
 - Wing space from proscenium opening - 15 ft to SR wall and 15 ft to SL wall.
 - Crossover - minimum 6 ft wide upstage (preferred), behind stage, or below stage
- **FLOORING**
 - The concert using uses pointe shoes. Performance floor must be flat without holes and divots and must have an energy absorption layer and a non-slip surface (marley dance flooring). Options for energy absorption layer include sprung wood floor or marley flooring with manufactured attached foam backing. Floor must not be concrete or wood over concrete. Marley dance floor is required to cover the entire performance area to be laid flat devoid of wrinkles.
 - Note: All flooring must be laid prior load in.
- **SOFT GOODS**
 - 1 House (Main Act) curtain
 - 3 - 4 Sets of Curtain Legs and Borders (black preferred)
 - 1 Full stage width Cyclorama (white or natural)
 - Note: All draperies should be hung prior to load in.
- **AUDIO**
 - House sound system with sufficient amplification and speaker coverage of entire auditorium, as well as a minimum of two stage monitors (one stage left and one stage right) with independent control.
 - Computer for audio playback appropriately patched into house system for stage performances.
 - Clear Com or similar communication system available for the Stage Manager to communicate with house tech staff.
 - QLab (Preferred)
- **PROJECTION**
 - Computer for video playback appropriately patched into the house system.
 - Videos are shown full screen on a blank stage and all other stills/looping images are shown full screen as a backdrop during the show.
 - Note: Manipulation of stills/looping images may be necessary to avoid dancer shadows
 - Visuals files will be emailed in advance to the tech director
 - QLab (Preferred)
 - What is your projection surface?
 - Cyc (Preferred)

HIPIET

BALLERINAS

• LIGHTING - List of lighting needed:

- Front light – 1 color (full stage wash)
- Back light (full stage wash)
 - 2 colors
- Hi side light (pipe ends) cross stage focused.
 - 2 colors (1 color is workable)
- Gobo wash #1 (pipe ends) cross stage focused.
- Cyc wash
 - 3 colors
- Booms (light trees off stage left and right)
 - 3 – 5 per side (depending on depth of stage for adequate coverage)
 - 4 lights per boom (Head high, Mid, Gobo Wash #2, Shin) (Company supplies templates)
 - 2 gel changes for each unit per show
 - 2 gobo changes per show (company provided templates)
- Specials
 - 9 down pools focused on quarter marks designated by ARTIST Manager, ideally large enough for pools to intersect.
 - CC gobo unit (company provided template)
- Lighting Console
 - Ion, Element, or comparable Eos Family console to receive pre-loaded company cues (cues will be sent to tech director prior to ARTIST's arrival)
 - If existing Eos cue file is not compatible to house console, cues must be manually entered prior to load in, if ASCII or alternate file unreadable.

• QUICK CHANGE AREA

- Two enclosed quick-change areas are needed approximately 10' x 10' (containing a clothing rack, mirror, and lights, 3-4 chairs, one upstage right and left (placement confirmed upon ARTIST's Manager arrival)

• PROPERTIES

- A standard wooden piano bench to use in the show (no bottom braces, please)
- Five chairs on each side backstage

• ARTIST LOAD IN

- Minimum 4-hour load-in time onstage for light focus, projection, sound check, quick change and dressing room set up, etc.

• TECH/REHEARSAL TIME

- Minimum 4-hour tech time onstage (not including ARTIST load in listed above)

• CLASS SPACE

- The ARTIST takes a 1-hour class each day, which can generally be scheduled on stage. Ballet bars (covering 20 linear feet) must be available for class; battens (empty and cleaned) may be used as an alternate. If the stage is not available due to technical setup; a clean, heated studio or large room (minimum 30 ft by 24 ft) with a sprung, resilient wood floor, preferably covered in marley dance floor must be provided, preferably in the same building as the theatre. Ballet bars must be available in the studio, or the large room used.

WITHOUT YOU IN IT, THE WORLD

**WORKSHOPS/MASTER CLASSES (if scheduled)**

- The ARTIST will conduct workshops and/or master classes within a length of time to be determined by the contract.
- The following information must be received no later than 60 days prior to the event date:
 - Date
 - Time
 - Location
 - Size of classroom
 - Floor construction
 - Floor covering
 - Dance style
 - Skill Level
 - Age range
 - Anticipated number of participants
- **Environmental Controls:** The space shall be heated to 72 - 80°F or cooled to 66 - 70°F (as the season permits) while the ARTIST is present.
- **Flooring:** The space must have an energy absorption layer and non-slip surface (marley flooring). Options for energy absorption layer include sprung wood floor or marley floor with manufactured attached foam backing. Wooden and carpeted floors may be acceptable upon request to be approved by ARTIST's Manager. Floor must not be concrete or wood over concrete.
- **Audio(minimum):** A Bluetooth capable boombox or portable speaker with auxiliary cable for portable tech devices to be operated from the workshop/masterclass area by the instructor.

COVID - 19 Pandemic clause (if applicable): The ARTIST'S Manager will confirm the workshop/master class location's current Covid protocols no later than 2 weeks prior to the date of the workshop/master class. The ARTIST agrees to adhere the workshop/master class location's protocols upon review.

PAYMENT: All balance due payments are due upon arrival of the ARTIST's Manager the first day of performance, unless pre-arranged and approved by the ARTIST. The ARTIST reserves the right to cancel the performance if final payment is not received. If balance payment has not been received within 14 days post-concert, presenter is subject to \$50 late fee for each additional day in which the payment is late.



TECHNICAL DIRECTOR: Joseph Hopper

Title: Production Manager, McAninch Arts Center Date: 5/11/23

DocuSigned by:
PRESENTER: Ellen Roberts
49006CF08C3F425...

Title: VP Administrative Affairs Date: 9/19/2023

ARTIST: Ree Edwards

Title: Executive Director Date: 5/16/2023

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated Thursday, May 11, 2023, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and Hippet Ballerinas (herein known as ARTIST).

Relationship / Provisions

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

Payment

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

Insurance / Indemnity / Force Majeure / Cancellation

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

Choice of Law and Forum

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

Tech / Hospitality Rider

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

Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

License / Permits

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

20. PURCHASER confirms that it is the sole responsible authority for the venue.

21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

Tobacco / Alcohol / Drug Clause

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

Sponsorship

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

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

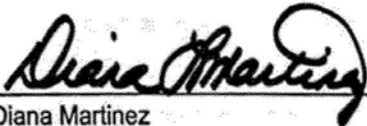
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.


Performance Radius

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

**COLLEGE OF DuPAGE
McAninch Arts Center**

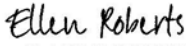
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 05/15/23

Date: 5/16/2023

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

Date: 9/19/2023

**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

Insurance

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE**MINIMUM INSURANCE COVERAGE**

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

1. Premises – Operations
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

\$1,000,000 / \$2,000,000

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

Workers' Compensation and Employers' Liability

As Required by Applicable Laws.

Professional Liability

If Performance Specifications are
Required by the Contract

Please list College of DuPage as Certificate Holder:

College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BA

DATE (MM/DD/YYYY)

09/06/2023

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 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 S. J. Abrams & Company 6676 Lincoln Avenue Lincolnwood, IL 60712		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CHICMCD	
INSURED Chicago Multi-Cultural Dance Center Hiplet Ballerinas 47 West Polk St.-Lower Level Chicago, IL 60605		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Insurance Co. INSURER B: West American Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.	X	X	BKO(24)57693431	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NO OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	USO(24)57693431	08/31/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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	X	XWW(24)57693431	04/01/2023	04/01/2024

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

Additional Insured: COLLEGE OF DUPAGE, its trustees, officers, agents, employees, and any other parties designated by COD, all will be given sixty (60) days written notice in the event of a cancellation or non-renewal. Note all above coverages remain on a Primary & Non-contributory basis. Work Comp policy contains a Waiver of Subrogation in favor of College of DuPage

CERTIFICATE HOLDER**CANCELLATION**

COLLEGE OF DUPAGE 425 Fawell Blvd Glen Ellyn, IL 60137	COLLEDU 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
---	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
College Of DuPage	College Of DuPage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

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

East Coast Entertainment check request \$11,250

"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

East Coast Ent 11250.00 TR24_HIPILET Artist Fee Deposit 02-17-24 check request_MCC.pdf