

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1086528

Vendor Name: IMG Artists, LLC

Invoice Number: TR24-STARBAL

Invoice Date: 9/21/2023

PO Number:

Check Number: E0097695

Check Amount: \$ 13,600.00

Check Date: 10/18/2023

Voucher Number: V0803190

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: 1086528 Vendor Name: IMG Artists, LLC
Payee Address: 7 West 54th St, New York, NY 10019 Payment Due Date: 10/21/2023

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR24-STARBAL	05-60-11601-5309004	MAC Touring: Performing Arts Services	9,600.00
	06-40-05502-5309004	IAC/PIE: Performing Arts Services	4,000.00
Total \$			13,600.00

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 When You Wish Upon a Star 10/21/23 (Balance)

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

Need by:

10/13/23

Thank you!

Other Instructions:

Balance payment for performance on 10/21/23.

460 Artist Fee TR24_STAR

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



IMG Artists

ENGAGEMENT AGREEMENT

Agreement

This agreement, made on Wed 14 Jun 2023 by and between **College of DuPage McAninch Arts Center**, 425 Fawell Boulevard, Glen Ellyn, IL 60137, United States (hereinafter referred to as "Presenter") and **IMG Artists FSO When You Wish Upon a Star**, (hereinafter referred to as "Artist"), hereby serves to bind both parties to the following terms of engagement as stated:

Performance Details

Sat 21 Oct 2023	8:00 PM 7:30pm	College of DuPage McAninch Arts Center – Belushi Performance Hall	One (1) public performance
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Program

When You Wish Upon a Star – A Jazz Tribute to 100 Years of Disney

Fee and Expenses

\$17,000.00 (Seventeen Thousand USD) plus nine (9) rooms for one (1) night.

Other Special Terms

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

Payment Terms

Payment for When You Wish Upon a Star performance should be issued in two payments as follows:

- Please issue a 20% deposit in the amount of **Three Thousand Four Hundred (\$3,400) USD** upon execution of contract. ASAP after full
- Balance payment of **Thirteen Thousand Six Hundred (\$13,600) USD**, due immediately following the performance.

Please send both payments via ACH to IMG Artists, LLC. Amegy Bank. 1717 W Loop S, Houston, TX 77027. Account: 5793974071. Routing: 113011258. Payment reference: Jazz Disney. If ACH is not possible, please send checks payable to IMG Artists and mail to 7 West 54th St, New York, NY 10019, Attn: Finance.

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

DocuSigned by:

Ellen Roberts

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PRESENTER

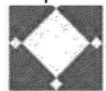
Ellen Roberts, Vice President Administrative Affairs

Date: 8/15/2023

T.S. R

ARTIST

Date: 8/2/23



IMG Artists

TERMS AND CONDITIONS

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



IMG Artists

TERMS AND CONDITIONS

12. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts thereof. In the event a dispute arises under this ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect. All such arbitration shall take place ~~at the office of the American Arbitration Association located in New York, New York.~~ Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The arbitration provisions of the ENGAGEMENT AGREEMENT shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by an arbitrator. Each of the parties hereby consents to the jurisdiction of New York courts for such purpose. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
13. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
14. This ENGAGEMENT AGREEMENT cannot be assigned or transferred without written consent of Artist, through IMG Artists.
15. Presenter agrees not to modify by hand the face of this ENGAGEMENT AGREEMENT, including the terms and conditions and any riders hereto, without IMG Artists' prior approval. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.

DocuSigned by:

Ellen Roberts

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PRESENTER

Ellen Roberts, Vice President Administrative Affairs

Date: 8/15/2023

T.S. R

ARTIST

Date: 8/2/23



IMG Artists

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

SUBJECT TO CHANGE

When You Wish Upon a Star

A Jazz Tribute to 100 Years of Disney

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

***Absolutely no changes are to be made to this rider
without prior agreement with ARTIST or their designated representatives.***

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

1. STAGE AND SOUND

- a. A stage for performance with adequate space for the ARTIST'S instrumentation: drum set, acoustic bass and bass amp, electric guitar and guitar amp, grand piano, trumpet, and two vocalists. The stage must be flat, smooth and stable.
- b. A professional lighting system suitable to adequately illuminate the stage area. A separate lighting director on site, to produce live light accompaniment.
- c. A professional sound system with at least 32 inputs, capable of providing clear, undistorted, evenly distributed sound throughout the audience area. The system must be complete with at least sixteen (16) high quality microphones. A minimum of six (6) onstage monitors is required, with the option for two side fill monitors as needed. An engineer experienced in the house system to operate said system must be on hand for the sound check and performance. A monitor engineer in addition to the front of house sound engineer is preferred.

HOUSE MONITORING AND LIGHTING ENGINEERS MUST BE PROVIDED AT NO COST TO ARTIST.

2. SOUNDHECK:

- a. There must be two (2) hours minimum between the end of soundcheck and doors.
- b. Unless otherwise agreed upon, pianist (Sean Mason) must have full access to use the stage piano to practice and warm-up at any time between the end of soundcheck and doors



IMG Artists

- c. Total time for soundcheck must not exceed 45 minutes, PLEASE have the stage fully set up beforehand - this band does not rehearse or run over material during soundcheck, the allotted time is strictly to dial in the sound and the band will otherwise disperse until show time.

3. BACKLINE AND AUDIO

a. Microphones:

- Three (3) wireless vocal microphones (2 vocalists & 1 talkback mic for pianist/band leader)
- One (1) trumpet microphone
- Two (2) bass microphones, body and amp
- One (1) guitar amp microphone
- Two (2) piano microphones
- Seven (7) drum microphones:
 - kick
 - snare
 - toms x3
 - overhead x2

b. Drums:

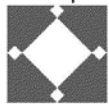
- Yamaha Tour Custom (any wrap)
 - Remo Coated Ambassador heads
 - Bass Drum – 20"
 - Toms – 10", 12", and 14" floor tom
 - Snare – 14" x 6.5"
- High-quality hardware, including four (4) cymbal stands
- One (1) drum throne
- One (1) drum rug
- One (1) set of wind chimes
- Note: drummer travels with cymbals and sticks

c. Guitar Amp:

- Henriksen The Bud 10 or Fender Twin

d. Acoustic Bass:

- Fully carved 3/4 size of German, Italian, Czech, Tyrolean or Bohemian origins (Juzek or Pollman recommended)
 - Alternatives when the above are not available: Pre-war Kay plywood, Shen hybrid or Shen fully carved bass will suffice (Classic, Classic Willow, or SB150)



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- Adjustable bridge (non-negotiable)
 - David Gage Realist pickup
 - French bow (non-negotiable)
 - Bow Quiver attached to bass
 - Carlsson or Nyman bass rosin (alternate if not available – Pop's)
- e. Bass amp
- Tone Hammer 500-amp head w/ Aguilar SL112 cabinet (Preferred Choice)
 - Alternatives: Epifani (any model), Phil Jones (any bass model), SWR California Blonde II
- f. Piano
- a. One (1) Concert Grand Piano (no upright pianos)
 - b. Tuned day of performance
 - c. Adjustable professional piano bench
- g. Accessories, Hospitality, and Miscellaneous
- a. Six (6) heavyweight black music stands with music clips
 - b. Six (6) stand lights available with backup batteries
 - c. Three (3) stools for the vocalists and bassist
 - d. Seven (7) water bottles, placed onstage (sustainable alternatives preferred and appreciated!)
 - e. Seven (7) black towels, placed onstage
 - f. Decorative rug/s for vocalist area downstage
 - g. Platforms as the venue deems necessary

IT IS OF THE ESSENCE OF THIS AGREEMENT THAT PRESENTER FULFILL ALL TECHNICAL REQUIREMENTS. Please contact Tour Manager with any questions or concerns.

ALL EQUIPMENT FOR PERFORMANCE MUST BE SET UP, POSITIONED, AND WIRED ON PERFORMANCE STAGE AS ILLUSTRATED ON THE ATTACHED STAGE PLOT AT LEAST ONE HOUR PRIOR TO SOUND CHECK.

4. TRANSPORTATION

Ground transportation from the hotel to the venue must be arranged and provided by the PRESENTER, if ARTIST is not traveling with personal transport.

5. ACCOMMODATIONS

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



IMG Artists

6. PARKING

Parking and 8ft height clearance for a 12-passenger van to be provided at both venue and hotel, if ARTIST is traveling with personal transport.

7. BACKSTAGE

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

- a. One (1) large Green Room, for communal gathering and dining
- b. Four (4) dressing rooms with private shower and bathroom preferred
 - o One (1) dressing room for bandleader, **Sean Mason**
 - o One (1) dressing room for vocalist, **Kim Nalley**
 - o One (1) dressing room for vocalist, **Sasha Dobson**
 - o One (1) dressing room for ensemble
- h. Iron w/ ironing board and garment steamer - both required
- c. One (1) production office for Tour Manager, if available
- d. All areas should be clean and dry as the weather shall require. The dressing rooms should be guarded or capable of being locked, especially when ARTIST is performing.

8. CATERING

ARTISTS will be travelling extensively with minimal opportunities to step away for breakfast, lunch or dinner. **A majority of this touring party lives with strict dietary restrictions, with some unable to perform if this hospitality rider isn't fulfilled. We have listed these items as bold with asterisks.** Please understand that your fulfillment of the catering portion of the rider is necessary to the health and nutrition of the ARTISTS. **Please reach out to tour manager with any questions or concerns.**

- a. Arrival & Soundcheck
 - o Light lunch fare recommendations: deli meats (including vegan deli meat such as tofurkey), cheeseboard cheeses, jam, leafy greens, crackers (w/ gluten-free option), health bars.
 - o An assortment of fresh, organic fruits. ***Please include bananas, raspberries, and blended fruit options such as go-go squeeze packs as low/soluble fiber options***
 - o An assortment of fresh, organic vegetables w/ hummus included
 - o ***Romain and spinach, celery, cucumber, lemon, carrots, and ginger for juicing***
 - o Organic, salted creamy peanut butter – no sugar added
 - o Twelve GLASS bottles of Acqua Panna Still Water, (alternate: Saratoga Still Water GLASS bottles)
 - o A selection of seltzers (La Croix, Polar, Spindrift)
 - o Coffee
 - o Caffeinated and herbal tea, including Traditional Medicinals Throat Coat (Original w/ Slippery Elm)
 - o Utensils, glasses, napkins, ice for eight (8) people



IMG Artists

- b. Dinner, between Soundcheck and Performance *with exception of one, who will eat post-show for health reasons. Meals will be thoughtfully prepared, especially with consideration of vegan and restriction-inclusive options – IE, restaurant sides and simple salads are not suitable vegan options. If you have questions, please reach out to the tour manager.
 - Eight (8) hot meals – Menus or restaurant orders to be advanced with Tour Manager.
 - Touring party includes:
 - two (2) vegans with no allergies
 - one (1) vegan **with onion allergy**
 - one (1) **anti-inflammatory diet**
 - one (1) **soft food, low fiber diet w/ no lactose***
 - one (1) no restrictions **with tree nut allergy**
 - two (2) no restrictions, no allergies
 - ~~Red and white wine, one bottle each~~ No alcohol, see MAC Rider #23
 - ~~A selection of local beers, including pilsners, kolsches, or IPAs~~

ARTIST requests that PRESENTER agrees to make reasonable efforts to:

- (a) minimize or eliminate the use of single use plastics by providing reusable alternatives to single use items including but not limited to straws, cups and utensils;**
- (b) minimize packaging; and**
- (c) utilize recycled materials whenever possible.**

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

9. COMPLIMENTARY TICKETS:

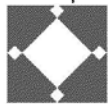
PRESENTER agrees to provide ARTIST with ten (10) complimentary tickets for each performance.

10. BILLING / ADVERTISING:

ARTIST is to be billed in all print materials, Marquees, Print Ads, Radio Ads, Tickets and any other marketing materials only as **"When You Wish Upon a Star – A Jazz Tribute to 100 Years of Disney"**

The following disclaimer must be included in all marketing materials:

"This production is not affiliated with, sponsored, or authorized by The Walt Disney Company."



IMG Artists

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

11. INSURANCE

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

12. RIDER ADHERENCE AND DISSEMINATION:

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

Jean Lee
VP, Managing Producer
IMG Artists
T: 212-994-3523
E: jlee@imgartists.com

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

DocuSigned by:

Ellen Roberts

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Ellen Roberts

Vice President Administrative Affairs

Date: 8/15/2023

T. Sy R

IMG ARTISTS

Date: 8/2/23



IMG Artists

CONTACTS

Booking

Toby Tumarkin

IMG Artists

917-207-0294

ttumarkin@imgartists.com

Contracts, Marketing & Servicing

Jean Lee

IMG Artists

917-285-0875

jlee@imgartists.com

Technical Advance

Haley Freedlund

Tour Manager

971-226-5047

haley.freedlund@gmail.com



IMG Artists

Presenter Information Form

Please complete this information for itinerary purposes.

Presenter College of DuPage, McAninch Arts Center

Presenter address 425 Fawell Blvd, Glen Ellyn, IL 60137

Venue name McAninch Arts Center

Venue Physical address 425 Fawell Blvd, Glen Ellyn, IL 60137

Hall capacity 780 with optional 40 pit seats **Stage Dimensions** _____

Phone numbers: Main 630-942-3008 **Fax** 630-942-3002

Emergency 630-942-2000 **Box Office** 630-942-4000 **Backstage** 630-942-2913

Recommended Nearby Hotels Doubletree by Hilton Naperville/Lisle

Venue Contacts

Director Diana Martinez

Phone 630-942-3007 **e-mail** martinezd59@cod.edu

Tech Director Joe Hopper

Phone 630-942-2913 **e-mail** hopper@cod.edu

Event Coordinator Joe Hopper

Phone 630-942-2913 **e-mail** hopper@cod.edu

Marketing/Publicity Janey Sarther

Phone 630-942-4525 **e-mail** sarther@cod.edu

FOH Manager Rob Nardini

Phone 630-942-3705 **e-mail** nardinir@cod.edu

Ticket Counts/Box Office Julie Elges

Phone 630-942-3017 **e-mail** elgesj@cod.edu

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Thursday, July 27, 2023**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **IMG Artists FSO When You Wish Upon a Star** (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.

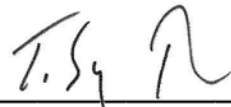
Performance Radius

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

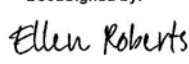
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 07/27/23

Date: 8/2/23

DocuSigned by:

By: 49086CE0BC3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 8/15/2023

McAninch Arts Center
Contact Information

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



IMGARTI-01

JSADOFISKY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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

IMG Artists check request \$13,600

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

Tue, Sep 26, 2023 at 08:41 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

IMG Artists 13600.00 TR24_STAR Artist Fee Balance 10-21-23 check request_MCC.pdf