

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1087212  
Vendor Name: Lipstick Nancy, Inc  
Invoice Number: TR25-POUNDBAL  
Invoice Date: 4/1/2024  
PO Number:  
Check Number: E0103043  
Check Amount: \$ 11,250.00  
Check Date: 09/04/2024  
Voucher Number: V0845258  
Document Type: AP Invoice

Document Below

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

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**Lipstick Nancy Paula Poundstone check request \$11,250**

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

Wed, Aug 28, 2024 at 02:51 PM UTC

CC:

BCC:

Please process. Thank you.

**Kari Schoettle**

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

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**1 attachment**

LN Paula Poundstone check request 11250 balance kscfdm.pdf

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

| Invoice Number | GL Account number(s)<br>e.g. 01-80-00757-5401001 | GL Account Name<br>e.g. Office Supplies | Amount    |
|----------------|--|---|-----------|
|                |  |   |           |
|                |  |   |           |
|                |  |   |           |
|                |  |   |           |
|                |  |   |           |
| <b>Total</b>   |  |   | <b>\$</b> |

Check the appropriate box below:

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

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$10,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$25,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

## Check Request Form (*cont.*)

### Processing a Check Request:

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

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

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



Independent Artist Group

Contract #:  
Issue Date:

50005710  
4/1/2024

Agreement made this date, Monday, April 1, 2024 by and between Lipstick Nancy, INC. (hereinafter referred to as Artist) and McAninch Arts Center (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**Artist:** Paula Poundstone  
**Date of Engagement:** Saturday, September 14, 2024  
**Engagement Venue:** McAninch Arts Center  
425 Fawell Blvd  
Glen Ellyn, IL 60137  
United States  
**No. Shows: One (1)**

| <u>Tickets:</u> | <u>Tier</u> | <u>Quantity</u> | <u>Comps/Kills</u> | <u>Ticket Price</u>    | <u>Total</u> |
|-----------------|-------------|-----------------|--------------------|------------------------|--------------|
|                 | Gold Circle | 40              | --                 | \$50.00                | \$2,000.00   |
|                 | A Price     | 618             | --                 | \$45.00                | \$27,810.00  |
|                 | B Price     | 142             | --                 | \$40.00                | \$5,680.00   |
|                 | Totals      | 800             | --                 |                        |              |
|                 |             |                 |                    | <i>Gross Potential</i> | \$35,490.00  |
|                 |             |                 |                    | <i>Net Potential</i>   | \$35,490.00  |

*Ticketing Notes* Sellable Capacity: 800  
Comps: 10 Artist, 10 Venue  
Potential Venue Discounts Possible

**Compensation:** \$15,000.00 Guarantee VERSUS 85% of the Gross Box Office Receipts after all approved and documented expenses, fees, and taxes, Artist receives whichever is greater.  
PLUS Purchaser to provide and pay for Hotel Accommodations (one room/ two nights).  
PLUS Purchaser to provide and pay for Local Ground Transportation (round trip airport/hotel/venue/hotel/airport).

**Additional Provisions:** Any and all box office and/or credit card "commissions" reflected in the final settlement will only be in relation to ticket sales onsite at the venue box office and not reflect any sales by a 3rd party ticketing system (i.e. ticketmaster, livenation ticketing) without the written authorization of the artist's agent. If Purchaser charges more than the agreed upon ticket price stated on the face of this contract, or admits more patrons into room than agreed upon capacity, the Artist will receive 100% of the difference between the contract price and amount of actual ticket charge and/or Artist will receive 100% of the difference the contracted capacity and the actual amount of guests admitted. Venue will not be affiliated with any resale sites or selling of tickets on the secondary market: Including TM Plus, Stub Hub, etc. Contract is not binding until signed by Artist. Artist does not allow the use of any ticket resellers for this engagement. Please do not include the Artist in any of these programs. BALANCE OF THE GUARANTEE SHALL BE PAID ON NIGHT OF SHOW BY ~~BANK CHECK, CERTIFIED CHECK, OR BY WIRE~~, TO BE ADVANCED. ALL college check or ACH OVERAGES TO BE SETTLED ON THE FOLLOWING BUSINESS DAY. PLUS Purchaser agrees to provide and pay for High Quality Sound and Lights to meet with Artist's specifications and approval. PURCHASER TO SPEND A MINIMUM OF \$500 ON MARKETING VIA FACEBOOK.

- Ticket purchaser data list is to be available at any time upon request from the moment of on-sale until final settlement. In addition, a final list of ticket purchasers is to be provided to artist agency upon final settlement. All data must be provided electronically in a sortable excel document.
- Ticketing convenience fees, order fees, delivery fees or any other charge placed on top of the ticket price must be at the contract minimum per the ticketing agreement with the ticketing service provider and the venue. If any difference is found, the difference will be due to the artist at a rate of 200%.
- Sold map shall be provided along with a manifest of holds upon request.

Initial  
*ER*  
Initial  
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- The use of TM+, Stubhub, or any other ticket resale sites is STRICTLY prohibited. TM+ must be turned off and any links to resale sites may not appear on the ticket buy page.
- All ticketing must be reserved seating. There are no VIP meet and greet ticketing. Any meet and greet should only be for promotional purposes and approved by APA marketing.
- PURCHASER IS NOT TO REPORT INFORMATION TO POLLSTAR.

**Walkout Potential:** \$18,432.85

**Merchandise:** 80/20% All Merchandise - IF Artist Sells (Artist sells); 70/30% All Merchandise - IF Venue Sells (Venue sells).

**Schedule:** ~~7:00pm~~ - Doors 6:30pm  
~~8:00pm~~ - Show 7:30pm

**Deposits:** All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned) by ~~Wire Transfer/ACH/Cashier's Check~~ college check or ACH

| Due Date  | Amount     | Comments  |
|-----------|------------|---|
| 8/14/2024 | \$3,750.00 | 25% due <del>30 days in advance per offer sheet</del> ASAP after full execution of contract |

**BANK WIRE INFO:**  
BANK: US BANK CALIFORNIA  
BANK ADDRESS: 9460 WILSHIRE BLVD, BEVERLY HILLS, CA 90212 (Do not send checks to this address.)  
ACCOUNT NAME: AGENCY FOR THE PERFORMING ARTS, LLC  
SWIFT NO: USBKUS44IMT  
ABA NO: 122235821  
ACCOUNT NO: 158300227218  
MEMO: DATE OF ENGAGEMENT/ARTIST/LOCATION  
Please include Artist and performance date on the payment memo.

**Balance Remittance:** Balance to be paid by ~~Wire Transfer or ACH~~ college check or ACH to Artist immediately prior to performance. Please include Artist and performance date in all payment memos.

**Promoter Company:** McAninch Arts Center - 425 Fawell Blvd Glen Ellyn, IL 60137  
PH: (630)942-3008 (Work) PH: (630)790-9806 (Fax)

**Event Contacts:** Diana Martinez (Talent Buyer) Email: martinezd59@cod.edu

**Agency Contacts:** Aaron Dixon (Responsible Agent)  
Aaron Dixon (Booking Agent)

**Contract Due:** Buyer signed contract and rider due to IAG ~~no later than Wednesday, August 14, 2024.~~ ASAP

**Expenses:**

| Fixed Expenses:       |             | Artist Guarantee(s):        |             |
|-----------------------|-------------|-----------------------------|-------------|
| Marketing             | \$8,500.00  | Paula Poundstone            | \$15,000.00 |
| Hotel                 | \$250.00    | Subtotal:                   | \$15,000.00 |
| Ground Transportation | \$500.00    | Total Expenses:             |             |
| Catering              | \$50.00     | Total Fixed Exp:            | \$13,804.29 |
| Stagehands            | \$500.00    | Total Variable Exp:         | --          |
| Cleaning              | \$275.00    | Break Even:                 | \$13,804.29 |
| Box Office            | \$500.00    | Deal Calculations:          |             |
| Credit Cards          | \$729.29    | Net Potential               | \$35,490.00 |
| Overhead              | \$2,500.00  | Total Est. Expenses         | \$13,804.29 |
| Subtotal:             | \$13,804.29 | Split Point                 | \$13,804.29 |
| Variable Expenses:    |             | Artist % (After Split)      | 85%         |
| Subtotal:             | --          | Amount to Split             | \$21,685.71 |
|                       |             | Walkout Potential           | \$18,432.85 |
|                       |             | Walkout Potential %         | 51.9%       |
|                       |             | Average Ticket Price        | \$44.36     |
|                       |             | Break Even # Tickets (avg): | 312         |

THE EXPENSES ABOVE ARE ESTIMATED AMOUNTS FOR USE IN DEAL CALCULATIONS. SETTLEMENT WILL BE BASED ON ACTUAL DOCUMENTED EXPENSES.

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither IAG nor its officers nor its employees are parties to this contract in any capacity and that neither IAG nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed by:  
**By: x** Ellen Roberts  
 49066CF0BC3F425... 8/21/2024  
 SIGNATURE OF PURCHASER  
 Diana Martinez Ellen Roberts, VP Administrative Affairs  
 McAninch Arts Center College of DuPage  
 425 Fawell Blvd  
 Glen Ellyn, IL 60137  
 Email: martinezd59@cod.edu

**By: x** \_\_\_\_\_  
 SIGNATURE OF ARTIST  
 Lipstick Nancy, Inc. f/s/o Paula Poundstone  
 c/o Lipstick Nancy, Inc.  
 Level Four Business Management  
 11812 San Vicente Blvd.  
 4th Floor  
 Los Angeles, CA 90049

# STANDARD TERMS AND CONDITIONS

**PRODUCTION CONTROLS:** Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

**ARTIST'S COMPENSATION:** If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

**BALANCE OF GUARANTEE:** The balance of the Guarantee shall be paid to Artist via ~~bank wire~~ college check or ACH no later than the scheduled engagement date if Purchaser fails to present the engagement.

**OVERAGES:** All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by ~~cash or cashier's check~~ college check or ACH only.

**ROYALTIES:** Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

**WORK PERMITS AND VISAS:** Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

**CONFIDENTIALITY:** Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

**ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE:** If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

**BILLING:** Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

**USE OF ARTIST'S NAME AND IMAGE:** Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

**MERCHANDISING:** Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

**NO REPRODUCTION PERMITTED:** Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof.

**STAGE SEATS:** It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

**PROMOTION:** Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

**TICKETS:** All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

**INDEMNIFICATION:** ~~Purchaser~~ <sup>Both parties</sup> shall defend, indemnify and hold harmless ~~Artist~~ <sup>each other</sup>, and any and all employees of ~~Artist~~ <sup>either party</sup> and any and all representatives of ~~Artist~~ <sup>each other</sup>.



from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

See MAC rider #8

**INSURANCE:** Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

**PURCHASER'S DEFAULT/CANCELLATION:** If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

Notwithstanding the foregoing, and for the avoidance of doubt, if Purchaser cancels the Engagement directly or indirectly due to COVID-19 (or similar pandemic), then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder, if any.

**ARTIST'S CANCELLATION:** Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

**FORCE MAJEURE:** If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; epidemic, pandemic, acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

For the avoidance of doubt, if within two (2) weeks prior to the Engagement, any governmental authority having jurisdiction over Artist and/or the Venue, issues any legislation, directive, or advice that relates directly or indirectly to COVID-19 (or similar pandemic), which either (a) materially and adversely impacts the Engagement, including, but not limited to, reducing Venue capacity in connection with the Engagement, (b) prevents the Engagement from occurring in accordance with the terms set forth in this Agreement, or (c) prohibits Artist from traveling in connection with the Engagement, then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus any other payments and compensation due hereunder, if any.

**INCLEMENT WEATHER:** Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

**LIMITATION OF LIABILITY:** In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

**NOTHING CONTRARY TO LAW:** Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of California, and the state and federal courts located in Los Angeles County in the State of California shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

## **PAULA POUNDSTONE RIDER – 12.1.23**

This Rider ("Rider") is attached to and made a part of the contract (the "Contract") between LIPSTICK NANCY, INC. ("Producer") furnishing the services of PAULA POUNDSTONE ("Artist") and the Purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue(s) described therein (the "Venue" or the "Engagement").

Producer and Purchaser hereby agree to the following additional terms and conditions:

### **1. HEADLINE ACT**

a. Artist shall at all times be the headline act and will be the closing act of each show unless otherwise specified herein.

b. Purchaser agrees that no performers other than those to be furnished by Producer hereunder will appear on or in connection with the Engagement hereunder.

c. Purchaser agrees to supply and pay for all supporting acts, if any, which must be requested and approved by Producer.

### **2. CREATIVE CONTROL**

Producer shall have the sole exclusive creative control over the production and presentation of Artist's performance at the Engagement hereunder, including, but not limited to, the details, means, and methods of the performance of the performing artists hereunder, and Producer shall have the sole right, as Producer may see fit to designate and change at any time the performing personnel other than the Artist herein specifically named.

### **3. GENERAL REQUIREMENTS**

#### **a. STAGING**

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed to accommodate the Artist's production requirements.

b. PRODUCTION RIDER

The Artist's Production Rider (ADDENDUM A) is attached hereto and shall be made a part hereof. Purchaser shall provide, at its sole cost, all elements of the production as required by Artist, including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights, and backline equipment, except as otherwise agreed to by the parties in writing,

4. CONCESSIONS

a. The sale of food and drinks at the Engagement shall be limited to areas outside the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes sole liability for all damage or injury to persons or property in connection therewith.

b. No food or beverage service during Artist's performance unless pre-approved by Artist's management or agent.

5. DIRECT TICKET LINK

a. Purchaser shall provide a direct ticket link to purchase tickets for Artist's performance.

b. Purchaser shall provide the direct ticket link plus any pre-sale information and password(s) to Artist's agent: Aaron Dixon, at [adixon@independentartistgroup.com](mailto:adixon@independentartistgroup.com).

6. ARTIST LINK

Purchaser shall provide a link to Artist's website at [paulapoundstone.com](http://paulapoundstone.com).

7. ASSETS/PROMOTION/PUBLICITY

a. Purchaser shall **only** use approved photos, videos, and press/publicity materials. All other materials must be approved in writing in advance by the Artist's management.

b. Approved assets are free. They can be accessed at paulapoundstone.com on the 'About' page. Scroll down to the last menu item on the right - 'Download Tour Admat Materials & Approved Photos.'

## 9. HOTEL ACCOMMODATIONS

a. Purchaser shall provide and pay for one single non-smoking room at an artist-approved first-class hotel for the duration of the engagement. The hotel must have a front desk.

b. On the day of the engagement, if Artist's scheduled arrival time at the hotel is before check-in time, Purchaser shall guarantee an early check-in or provide and pay for a room for Artist for the previous night.

c. On the day of the engagement, Purchaser shall arrange for Artist to eat a vegetarian meal in Artist's room in the early afternoon.

d. If Artist must travel the day before the performance to ensure Artist's on-time arrival for the engagement, Purchaser shall provide and pay for an additional room night.

e. If Artist must travel the day before the performance to ensure Artist's on-time arrival for the engagement, Purchaser shall arrange for Artist to eat a vegetarian meal in Artist's room at a mutually agreeable time.

f. Purchaser shall provide Artist in Artist's hotel room six standard-size cold cans (not plastic bottles) of Diet Pepsi or Diet Coke per room night.

## 8. GROUND TRANSPORTATION

Purchaser shall provide and pay for professional town car service for Artist, round-trip airport/hotel/venue. No one other than the chauffeur may accompany Artist in the car. Alternative ground transportation arrangements are subject to Artist's management approval in advance.

## 9. ARTIST ARRIVAL

Artist arrives at the venue fifteen (15) minutes prior to her performance.

## 10. SECURITY

Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement,

including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors, and equipment), and patrons. The foregoing is in addition to any other security requirements of Producer contained in Artist's attached Production Rider (Addendum A).

#### 11. NIGHTCLUB OR CABARET SEATING

Artist performs standup comedy, and to this end, Purchaser agrees that PREMIUM SEATING at nightclubs, cabarets, or similar venues is at the front of the House, not at the back of the room.

#### 12. OUTDOOR PERFORMANCE

If the Engagement is intended to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including the Artist and their crew) from inclement weather and dangerous conditions resulting from that place.

#### 13. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits, or any other attachments hereto, the parties agree that the provisions most favorable to Producer and Artist shall control.

AGREED TO AND ACCEPTED:

PURCHASER:

Signed by:  
By: Ellen Roberts  
49066CF0BC3F425...

Title: Ellen Roberts, VP Administrative Affairs

Date: 8/21/2024

LIPSTICK NANCY, INC. f/s/o PAULA POUNDSTONE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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PAULA POUNDSTONE CONTACTS:

Management/Advance: Bonnie Burns,  
[burnstwoburns@gmail.com](mailto:burnstwoburns@gmail.com), 310 279 2447

Publicist: Eve Sadof, [eve.sadof@icloud.com](mailto:eve.sadof@icloud.com) (o) 818 692 2990,  
c: 818 612 2990.

Social Media: Julie Bercovien [jbfemale@gmail.com](mailto:jbfemale@gmail.com)



## ADDENDUM A

### PAULA POUNDSTONE TECH RIDER DATED 10.6.22:

#### A. GENERAL INFO:

Paula's show runs 105-110 minutes.

There is no intermission.

Merch is only sold after the performance during an audience M&G.

#### B. TECH:

Please provide:

1. One backless bar-height stool (padded or unpadded, no swivel).
2. One straight-stand wireless mic with a backup ready to go standing by or a corded mic with a long cord, whichever gives you the best sound in the House.
3. A powerful, crisp, clear sound system with monitors on stage and in the House. On-stage monitors can be one wedge dead center, two spread, or the equivalent.
4. Professional stage lighting. Follow-spots are determined with Purchaser's approval during the advance. Sometimes, a nice wash will do just fine.
5. A digital clock that counts up is placed downstage of the stool where Paula can easily read the time when she's seated on the stool. Start the clock at 12:00, just before Paula walks on stage. (The clock is how Paula tracks how long she's been on stage).  
Please tape a small sticky reminder note on the clock or the floor nearby that reads 'Podcast.'
6. Someone with a flashlight guides Paula in the dark areas backstage.
7. Someone with a flashlight at the curtain at the end of the performance shows Paula where to exit the curtain.

#### C. VENUE HOSPITALITY: TBD during advance.

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

This Rider, dated **Monday July 1, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Lipstick Nancy Inc.** (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**

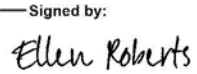
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By: \_\_\_\_\_  
Artist  
or Artist Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by:  
By:   
49886CF88C8F425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 8/21/2024

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**McAninch Arts Center**  
**Contact Information**

|                                     |  |
|-------------------------------------|--|
| Director - Diana Martinez           | 630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a> |
| Contracts/ Payment – Cassi Fanelli  | 630-942-3009, <a href="mailto:fanellc379@cod.edu">fanellc379@cod.edu</a>   |
| Box Office - Julie Elges            | 630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>           |
| Production Advance – Joe Hopper     | 630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>           |
| Marketing/Edu Coord – Janey Sarther | 630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>         |
| Fax                                 | 630-942-3002   |
| Ticket Office                       | 630-942-4000   |
| Web Site                            | AtTheMAC.org   |