

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1654663  
Vendor Name: Four of Us Productions LLC  
Invoice Number: TR25-PIANODEP  
Invoice Date: 9/10/2024  
PO Number:  
Check Number: E0103194  
Check Amount: \$ 3,625.00  
Check Date: 09/18/2024  
Voucher Number: V0846408  
Document Type: AP Invoice

Document Below

## Check Request Form

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

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

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

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

Check the appropriate box below:

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

Description on Check:

Other Instructions:

### All requests will require the following approvals:

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

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

Requests \$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.



122 Victoria Bay Court – Palm Beach Gardens, FL 33418 - United States of America  
(212) 268-6969 / talent@bicoastalproductions.com / www.bicoastalproductions.com

## **Engagement Agreement**

Agreement made **Saturday, January 27, 2024** by and between the following parties: **College of DuPage** (hereinafter referred to as "Purchaser") and **Four of Us Productions LLC** (hereinafter referred to as the "Producer") furnishing the services of **The Greatest Piano Men** (hereinafter referred to as the "Artist").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRESENTER and/or PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

### **DESCRIPTION OF PRIMARY DETAILS AGREED TO BETWEEN THE PARTIES**

#### **KEY CONTACTS:**

SIGNATORY: ~~Kari Schettle~~, Contract Signatory Ellen Roberts, VP Administrative Affairs  
DAY OF/TECH: Joseph Hopper - 630-942-2913 / hopper@cod.edu  
MARKETING: Whitney Rhodes-whitneyr@carolfoxassociates.com  
BOOKING AGENT: Amber Hansen - (801) 637-1603 / amber@bicoastalproductions.com  
ARTIST ADVANCE: Jeff Davis - (516) 993-6595 / jeff@davispartners.org

#### **ENGAGEMENT VENUE:**

McAninch Arts Center  
425 Fawell Blvd, Glen Ellyn, IL, 60137, United States

#### **DATE & SHOW TIME:**

Saturday, April 26, 2025

Performance 7:30 PM

#### **NUMBER & LENGTH OF PERFORMANCES:**

Duration: 1h 30m

INTERMISSION: Yes 15 Minutes

#### **RADIUS CLAUSE:**

Artist shall not perform any publicly advertised performance within 35 miles of venue 90 days prior to or 90 days after the performance date.

#### **CONTRACT FEE:**

Flat Guarantee of \$ 14,500.00 plus \$ 500.00 (Ground Transportation Buyout) = \$15,000.00



**PAYMENT SCHEDULE:**

ASAP upon fully executed agreement

Deposit	Payable on/before: 9/26/24	\$ 3,625.00
Balance	Payable on/before: on site	\$ 11,375.00

**Deposits Payable to:** Four of Us Productions LLC % Jeff Davis at 1799 N. State Rd. 7, Suite #1 - Margate, FL 33063

**Balance Payable to:** Four of Us Productions LLC c/o Jeff Davis at 1799 N. State Rd. 7, Suite #1 - Margate, FL 33063


Deposits are non-refundable. Cancellation of event by Purchaser from date of signed contract to eighty-nine (89) days of event, payment equal to 50% of the full Guarantee is due. Cancellation of event by Purchaser within sixty (60) days of event, payment equal to 75% of the full Guarantee is due. Cancellation of event within thirty (30) days of performance, payment in full is due.

**PAYMENT METHOD:**

DEPOSITS:

College ~~Company~~ Check sent Fedex of UPS to:  
Four of Us Productions, LLC  
1799 N. State Rd. 7 Suite #1  
Margate, FL 33063

BALANCE:

~~Company~~ check payable to Four of Us Productions LLC hand-delivered to Donnie Kehr prior to the performance  
College 

**ADDITIONAL PROVISIONS**

**TRAVEL & ACCOMMODATIONS**

Air: Included in fee

Ground: Purchaser to provide \$500.00 ground transportation buyout.

Hotel: Purchaser to provide 9 single rooms for two nights 4/25 & 4/26/25

Hospitality & Meals: Purchaser to provide hospitality per rider

**PRODUCTION:**

Performance Configuration: Artist to perform with a CONDENSED-BAND configuration (4 Piano/Vocalists & 2 Additional Musicians)

Backline: Purchaser to provide backline per rider

Sound & Lights: Purchaser to provide sound & lights per rider. Any deviations from Rider need to be agreed upon in advance with Producer.

Additional Terms: TBD

**MERCHANDISE POLICY:**


Artist sells 80/20 splits, venue sells 70/30 split

**ARTIST BILLING:**

The Greatest Piano Men

**MEET & GREET:**

TBD

ONLY AFTER SHOW 



**ARTIST COMPS:** Purchaser to provide Artist with ten (10) complimentary tickets.  
(any unused tickets will be released back to venue prior to performance)

**ANNOUNCEMENT & ON-SALE INFORMATION:**

ANNOUNCE DATE: TBD  
ON-SALE DATE: TBD  
TICKET LINK: TBD

**TICKET SCALING:**

**Addendum "A" (Additional Terms and Conditions), Artist Rider and any other Producer or Purchaser Addenda referenced herein (if any) are all attached hereto and fully incorporated herein by reference.**

This agreement, dated Saturday, January 27, 2024, must be signed by Purchaser and returned to BiCoastal Productions LLC together with any advance deposit (if required), within a 30 (thirty) day period from the date of this agreement in order to be considered valid. Unless prior arrangements for an extension have been made and agreed to in writing, Producer/Artist will not be able to guarantee availability on the event date specified herein, should a signed agreement not be received within the specified period.

**THE PARTIES SIGNING BELOW ARE OF PROPER AUTHORITY TO EXECUTE THIS AGREEMENT**

**ACCEPTED & AGREED TO (Purchaser):**

**College of DuPage**  
425 Fawell Blvd  
Glen Ellyn, IL 60137

Signed by:

x Ellen Roberts  
#9066CF0BC3F425...  
~~Molly Junikas~~  
~~Assistant Business Manager~~  
Ellen Roberts  
VP Administrative Affairs

9/4/2024

Date

**ACCEPTED & AGREED TO (Producer):**

**Four of Us Productions LLC**  
1799 N State Rd. 7 Suite #1  
Margate, FL 33063

x

Jeff Davis  
Jeff Davis  
Executive Producer

Date

**ADDENDUM A (Additional Terms and Conditions)**

**1.) RIDER**

Artist's rider will be attached to this agreement. Such Rider shall form a part of this contract as fully set forth above. Said Rider shall supersede any other Rider that Purchaser may or may not attach to contract.

**2.) SOUND/LIGHTING/STAGING**

In addition to house sound and lighting, Purchaser shall furnish to Artist any additional staging, sound and lighting equipment that the Artist may require, at Purchaser's sole cost.

### 3.) ADVERTISING

Artist shall receive billing in such order, form, size and prominence as directed by Producer in all advertising and publicity issued by or under the control of the Purchaser, including, but not limited to displays, newspapers, radio and television ads, posters, house boards and social media. Purchaser may only use Artist's name and pre-approved materials, pictures, photographs, image or other identification of artist (collectively, "Artist's Likeness") in connection with Purchaser's advertising and publicizing of the Engagement. The placement, form, content, appearance and all other aspects of Purchaser's use of Artist's Likeness shall at all times be subject to the prior written approval of Producer or Producer's Agent. Purchaser may not advertise the performance prior to full contract execution and receipt of deposit payment(s) due without express approval of Producer or Producer's Agent. Advertising of performance without such approval may result in applicable penalties.

### 4.) TICKET COUNTS

Purchaser agrees to provide Producer, Artist or BiCoastal Productions, LLC with updated ticket counts upon request. Should the Purchaser use a ticketing service with the capability of providing automated sales reports to the Agent's email address, the Purchaser must enroll counts@bicoastalproductions.com to receive these reports on a weekly basis.

### 5.) TICKET SCALING

Purchaser will clearly input the specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

### 6.) OPENING ACTS

Purchaser will not add any additional, co-headlining, or opening acts to this engagement without prior written consent and approval by Producer, Artist, or BiCoastal Productions, LLC.

### 7.) ADMISSION POLICY

Purchaser agrees that if NO ADMISSION is charged to any part of the audience for the engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that Producer/Artist must receive one hundred percent (100%) of the admission receipts collected.

### 8.) GROSS POTENTIAL

In the event Producer/Artist is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performances with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer/Agent in writing. The Purchaser agrees to scale the ticket prices for this engagement to guarantee potential as stated on the face page of this contract.

### 9.) OUTSIDE USE

Purchaser shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Artist's performance hereunder, except with prior written approval from Producer and/or Producer's Agent.

### 10.) FORCE MAJEURE

If, as the result of a Force Majeure Event (as defined below), Producer or Artist is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then Producer's and Artist's obligations hereunder will be fully excused, there shall be no claim for damages or expenses 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 Producer for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which Producer 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), then Purchaser shall nevertheless pay Producer 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 for Producer/Artist and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by Producer or Artist contemplated by this Agreement impossible, infeasible or unsafe, acts of God; act(s) or regulation(s) of any public

authority or bureau, civil tumult, epidemic, pandemic, act(s) of the public enemy, act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which Producer and/or Artist reasonably believe jeopardizes the safety of Artist, any of Artist's equipment, musicians or other performers, or any of Producer's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires, explosions, floods, shortages of energy or other essential services; failure of technical facilities, failure or delay of transportation; death, disability, illness, injury or other inability to perform of Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Producer'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 or Producer which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. Notwithstanding anything to the contrary contained herein, if Artist has a good faith belief that a public health issue poses any risk to Artist and/or the public, Artist may cancel and/or reschedule the Performance at Artist's sole discretion and regardless of federal, state and local orders and/or regulations. Upon such cancellation, Artist and Purchaser will work in good faith to reschedule the Performance, and any deposit paid by the Purchaser will be refunded if the Performance is not able to be rescheduled within 18 months. Low and/or insufficient ticket sales for this engagement shall not be considered grounds for cancellation, rescheduling or adjustment of this agreement.

#### 11.) INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure event and Purchaser shall remain liable for payment to Producer of the full Guarantee plus all other compensation due hereunder if the performance(s) 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 touring party.

If ARTIST cancels engagement for a reason that does not qualify as a force majeure event, the ARTIST shall refund any and all deposits less purchased plane tickets. The ARTIST will make best efforts to reschedule the engagement at original agreed terms and fees, see MAC Rider #10

#### 12.) SEVERABILITY

If any portion of this agreement is in conflict with any applicable Federal or State law in force or hereafter in-acted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact. If, before the date of any scheduled performance, it is found that Purchaser has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of Purchaser has changed, been misrepresented or been impaired, Producer may cancel the Agreement without payment or penalty of any sort. In the event that Purchaser fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- 1.) Producer in its sole and exclusive discretion, may immediately terminate this Agreement.
- 2.) Producer will have the right to retain any amounts previously paid by PURCHASER.
- 3.) Purchaser will immediately reimburse Producer for any out-of-pocket costs incurred by Producer and/or Artist as a result of Purchaser's breach.
- 4.) Purchaser will remain liable to Producer for the guarantee and any additional compensation due Producer, as set forth in the Agreement.
- 5.) Producer and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

#### 13.) INTERPRETATION & DISPUTES

The agreement shall be interpreted in accordance with the laws of the State of <sup>Illinois</sup> ~~Florida~~. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in the County of ~~Palm Beach~~ and the State of <sup>Illinois</sup> ~~Florida~~ only. The prevailing party in any such action shall be entitled to receive his, hers, or its reasonable attorney's fees and costs.

#### 14.) MODIFICATION OF AGREEMENT

No purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed by both Purchaser and by an authorized representative of Producer or BiCoastal Productions, LLC.

#### 15.) AGENT RESPONSIBILITY

It is expressly agreed that BiCoastal Productions, LLC acts herein as the Agent for Producer/Artist and is not responsible for any act of commission or omission on the part of Producer/Artist or Purchaser.

#### 16.) NON-LIABILITY OF AGENT

Purchaser acknowledges that BiCoastal Productions, LLC and all direct and indirect employees and contracts of this company is/are not a party to this Agreement, has made no warranties or representations to Purchaser, and is not legally responsible for the performance or non-performance of the Agreement by the Producer or Artist.

#### 17.) ENTIRE AGREEMENT



This instrument and addendum and the attached rider constitute the entire agreement of the parties with respect to the subject matter addressed herein. There are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties except for those which are expressly contained in this document or the addendum and rider.

### 18.) HEALTH & SAFETY

Purchaser will adhere to and implement all recommended and necessary safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Producer/Artist and Producer's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices. In addition to ~~Purchaser's~~ other indemnification obligations, <sup>both parties</sup> ~~Purchaser~~ will indemnify, defend, and hold ~~Company and Artist~~ each other and ~~Artist's~~ accountants, attorneys, agents, representatives, and their respective contractors, employees, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation. If more than one tour date scheduled to take place before and/or after this engagement is canceled, then Purchaser and Producer will make best efforts to reschedule the performance date in good faith. If Purchaser and Company are unable to mutually reschedule the performance, then Purchaser agrees that Company has the right to cancel the performance without liability. Under such circumstances all deposits will be returned and neither party will have any further obligations to the other party.

### 19.) DEPOSIT RELEASE

Upon executing this agreement, Purchaser hereby authorizes BiCoastal Productions LLC to release any advance monies paid by Purchaser (including deposits) to BiCoastal Productions LLC in connection with the agreement to Artist at any time prior to the engagement. Such release of funds shall remain without prejudice to any rights under the agreement pertaining to the above-mentioned engagement. Purchaser agrees and acknowledges that upon release of these funds by BiCoastal Productions LLC pursuant to the terms hereof, Purchaser shall not hold BiCoastal Productions LLC responsible for such funds under any circumstances. Notwithstanding the foregoing, in the event that Artist cancels the engagement due to circumstances unrelated to a breach of the agreement terms by Purchaser, inclement weather, force majeure occurrences, or any circumstances listed in Article 12 of Addendum A, Artist agrees to return to Purchaser any monies released pursuant to the terms hereof. Furthermore, both Purchaser and Artist agree to hold BiCoastal Productions LLC harmless from any and all liability from loss, damage, injury or otherwise arising out of or incident to the release of the monies per the terms of this agreement.

### 19.) INDEMNIFICATION

Producer agrees to indemnify, defend and hold harmless Purchaser and its insurers, successors, representatives, attorneys and assigns, from and against any and all expenses, losses, costs, deficiencies, liabilities and damages (including related counsel fees and expenses) arising out of or due to (i) a breach of any of the representations, warranties or covenants of Producer contained in this Agreement (ii) the default in the performance of any of the covenants or agreements made by Producer in this Agreement or (iii) Any third party claim arising out of or in connection with the Performance or this Agreement. Purchaser agrees to indemnify, defend and hold harmless Producer and its insurers, successors, representatives, attorneys and assigns, from and against any and all expenses, losses, costs, deficiencies, liabilities and damages (including related counsel fees and expenses) arising out of or due to (i) a breach of any of the representations, warranties or covenants of Purchaser contained in this Agreement (ii) the default in the performance of any of the covenants or agreements made by Purchaser in this Agreement or (iii) Any third party claim arising out of or in connection with the Performance or this Agreement.

### 20.) ADDITIONAL TERMS

Additional terms and conditions, if attached, are hereby part of this agreement. Receipt of this agreement does not imply or guarantee performance.

# THE GREATEST PIANO MEN

## Technical Rider

Note that show technical requirements vary based on venue and available in house staging, sound, lighting, and video systems. We work to fit the show with the venue. This rider is meant as an overview and as an agreement is completed all technical specifics will be confirmed and adjusted during the advance with production manager.

### GENERAL REQUIREMENTS

1. PLEASE NOTE: Any substitutions or omissions to technical requirements set forth herein must be approved by production manager.
2. The stage, backstage area, and FOH position including all the equipment shall be secure and safe from access by the general public or other unauthorized persons.
3. ARTIST shall have full creative control of all aspects of the performance, including, but not limited to:
  - o Sound
  - o Lighting
  - o Intermission

### Contacts:

**Booking:**

Bicoastal Productions LLC,

**Fran Heller**

Office: 212 268 6969 Cell: 917 686 3313

[Fran@bicoastalproductions.com](mailto:Fran@bicoastalproductions.com)

**Director/ Producer:**

**Donnie Kehr**

Cell: 818-481-5021

Email: [donniekehr@gmail.com](mailto:donniekehr@gmail.com)

**Lead-Executive Producer**

Four of Us Productions, LLC

**Jeff Davis**

Cell: 516-993-6595

Email: [jeff@davispartners.org](mailto:jeff@davispartners.org)



## **PURCHASER TO PROVIDE THE FOLLOWING:**

### **TRANSPORTATION AND ROOM ACCOMMODATIONS**

12 King Single Rooms with Complimentary Internet Access

Transportation from Airport to Venue/Hotel and Transportation to Airport from Venue/Hotel  
(Production Manager will confirm all times and rooming lists)

### **1. PERMITS AND RESTRICTIONS:**

The local PURCHASER must inform the Artist's Production Manager in writing of any legal or facility restrictions, limitations, codes or ordinances that could prevent, alter or impeded in any manner any of the Artist's production requirements from being carried out in advance.

### **2. FACILITY ACCESS:**

The Artist requests venue access as of **9:00am** day-of-show. This access must include all of the venue facilities relevant to the production; specifically power, floor access, parking, dressing rooms and offices.

### **3. PROMOTER REPRESENTATION:**

PURCHASER must provide a representative to manage any issues that may arise on site for all working hours beginning with the show load-in, through the show load-out.

### **4. PRODUCTION OFFICE / PHONE. HIGHSPEED INTERNET:**

One (1) Office for Artist's Production use. This office should have high-speed broadband Internet connection available with a table and chairs. This office should be located as near to the stage area as possible.

### **5. DRESSING ROOMS**

Dressing rooms must be available for entry from 9 am the morning of the show. All rooms must be clean and lockable with appropriate heating and a/c available with power outlets and clean, lined trash receptacles. Although we will require some furniture items we understand that certain items of furniture may be impractical. Please use your best judgment in supplying a clean, comfortable dressing room area. Production Manager will help to assign rooms day of show. Please see separate list for dressing room catering requirements.

A) One (1) **Piano Men Dressing Room** This room should comfortably hold Three (3) people and contain one clean bathroom/sink/shower.  
(if additional rooms are available we appreciate individual rooms for these principle characters)  
Please provide the following:  
One (1) Sofa and/or Easy Chairs  
One (1) full-length mirror  
Wardrobe rack or closet for hanging wardrobe



B) One (1) **Band Dressing Room** This room should comfortably hold Five (5) people. It should contain a bathroom or be in close proximity to a clean bathroom facility.

Please provide the following:

One (1) Sofa and/or Easy Chairs

One (1) full-length mirror

One (1) wardrobe rack

One (1) Portable Steamer

One (1) Iron and Ironing Board

C) One (1) **Female Backing Vocal Dressing Room** This room should comfortably hold Two (2) people. It should contain a bathroom or be in close proximity to a clean bathroom facility.

Please provide the following:

One (1) Sofa and/or Easy Chairs

One Make Up Mirror

One (1) full-length mirror

One (1) wardrobe rack

#### **6. TOWELS:**

Please provide Twelve (12) clean black hand towels and 12 clean bath towels at load-in.

#### **7. STAGING: (please advise production manager of any dimension issues at time of advance)**

STAGE: 40 feet WIDE x 40 feet DEEP x 4 feet HIGH. Capable of supporting 1000 pounds per square feet.

MONITOR AREA STAGE LEFT (minimum): 12 feet x 12 feet (STAGE LEVEL)

GUITAR AREA STAGE RIGHT (minimum): 8 feet WIDE x 8 feet DEEP (STAGE LEVEL)

PA WINGS: 8 feet WIDE x 8 feet deep x 3 feet HIGH ( only required if P.A. couldn't be flown)

Stage and Wings must be assembled and dressed with black material front and sides by load in.

STAGE ACCESS: Illuminated steps must be placed on each side of the stage.

STAGE RISERS (please advise production manager of any riser issues at time of advance)

4x 8'x8' carpeted and skirted risers as follows:

1X 8x8x24" Tall (drums) Up Stage Center

1X 8x8x6" Tall (Piano) Down Stage of drum riser

1X 6x8x12" Tall Stage Left Riser Guitar and Bass

1X 8x8x12" Tall Stage Right Riser Keyboard



# **8. LOCAL CREW CALLS:**

Please note that these calls may vary according to the venue and must be advanced and confirmed by the Artists Production Manager.

## **LOAD IN AND LOAD OUT**

Load in will start at "**(TBA per advance)**." Please provide experienced stagehands to work under the direct supervision of the production manager and be available on day of show thru load out.

## **UNION RULES**

Purchaser is required to inform the Artist production manager before load in on any and all Union rules specific to each venue and assign a liaison to handle scheduling. Artist will not be held responsible for any penalties charged for any discrepancies.

## **TYPICAL SHOW DAY - PRODUCTION LOAD-IN SCHEDULE**

**LOAD IN**                      **9:00 AM**

STEWARD  
STAGEHANDS  
TRUCK LOADERS

**BACKLINE**                      **10:00 AM**

GPM CREW

**LUNCH**                              **12:00 PM**

**SET UP**                              **12:30 PM**

GPM FULL CAST

**SOUND CHECK**              **1:00 PM til ?**

**DOORS**                              **6:00 PM**

## **SHOW CALL** Thirty (30) minutes before show

- (1) STEWARD
- (2) DECKHANDS
- (2) AUDIO ENGINEERS
- (1) LIGHTING BOARD OP
- (2) FOLLOW SPOT OPERATORS
- (1) VIDEO ENGINEER
- (1) ELECTRICIAN/HOUSE LIGHTS



**SHOW TIME** 7:30 PM til ?

**PRODUCTION LOAD-OUT CALL**  
**TIME TBA**

STEWARD  
STAGEHANDS  
TRUCK LOADERS

All Call and Show Times and Numbers will be finalized during the advance.

**9. SOUND REQUIREMENTS:**

PURCHASER must provide a 4-way Line-Array (LOW MID HI SUB ON A SEPARATE SEND OR AUX) and front fills (SIDE HANGS WHEN NECESSARY) sound system capable of producing 120 db of undistorted sound at the mix position 75 feet to 100 feet from the edge of the stage. These speakers must be of professional quality and be all in phase and in perfect working order. There must be proper amplification and cabling to run these speakers.

**A1- F.O.H. CONTROL**

Digital 48 Channel Console Avid/Yamaha CL5 : (any substitutions to be discussed with production manager of any at time of advance)

**A2- F.O.H. SPEAKERS**

P.A.: D&B or JBL Line Array  
SUBS  
FRONT FILLS  
IN FILLS /DELAYS  
SIDE HANGS  
AMPLIFIERS: CROWN, LAB GRUPEN, AND CAMCO

**A3- MAIN POWER**

POWER DISTRIBUTION SYSTEM INCLUDING ALL DISTRIBUTION BOXES AND CABLING FOR P.A. and STAGE

**A4- MONITORS**

Digital 48 Channel Console Avid/Yamaha CL5 (any substitutions to be discussed with production manager of any at time of advance)  
12 Discreet Mixes  
10 Bi Amped wedge Mixes  
2 Hard-wired Shure PSM600 (P6HW) in ear Monitor packs  
8 Sennheiser EW300 IEM Wireless Monitor Systems w Helical Antennae.  
4 additional EK300 receiver packs (spare for monitor op)  
2 Sennheiser AC-2 Antenna combiners or equivalent for above wireless IEM transmitters  
RF Frequency Coordination for all wireless devices to be provided by supplier.  
1 Drum Thumper  
(If wedges are needed - D&B or Meyer)



#### **A5- MICROPHONES & DI Boxes**

Per Input List

7 Shure Axient Digital with AD Wireless, 6 channels With Mics 58 capsules on the Hand Held

1 Channel belt pack set up with Mic for Sax

OR

7 Sennheiser 6000 6 channels Hand Held

1 One Channel belt pack set up with Mic for Sax

#### **A6- MIC STANDS**

Per Input List

#### **A7- CABLING AND SPLIT**

As Needed Per our Stage Plot

#### **A8- CLEAR COM or REDIAL**

Between All Departments Audio / Lighting / Video / Stage Manager on Stage

4 WIRELESS BELT PACKS

#### **10. LIGHTING REQUIREMENTS:**

The PURCHASER must provide the following Professional Lighting System with Intelligent Moving Lights to be flown over the performance area with at least one knowledgeable lighting director/operator from the lighting provider to operate and/or assist in setup, operation, and tear down of lighting, and to oversee the system at all times. (any substitutions to be discussed at time of advance with artists production manager).

**LX 1** -2 x professional consoles one redundant backup with Ip backbone and processing

**LX 2** - 2 x follow spots **With Communications to the Stage Manager Position and Lighting Console**

**LX 3** – FOH truss 12 Spot with gobo moving lights, 10 Moving Wash Light, 10 LED Par, 6 Audience Lights, Truss Tones 40 ' Truss

**LX 5** - MID STAGE TRUSS 8 Spot with gobo moving lights, 8 Moving Wash Light, 10 LED Par Truss Tones 40 ' Truss

**LX 6** – UP STAGE TRUSS 14 Spot with gobo moving lights, 10 Moving Wash Light, 10 LED Par, Truss Tones 40 ' Truss

**LX -7** Floor Lights Led footlights width of stage (40 ft.) 8 Spot with gobo moving lights

**LX-8** - 2 DF50 Hazer With Turbo fans all DMX compatible to console  
2 foggers With Turbo fans all DMX compatible to console



ALL NECESSARY PATCHABLE DMX DIMMING, POWER DISTRIBUTION, AND RIGGING MUST BE DONE AND ALL EQUIPMENT MUST BE PRE-COLORED, PRE-LAMPED, AND PRE-PATCHED BEFORE ANY LIGHTING PERSONELL CAN BE RELEASED. TECHNICIANS MUST ASSIST IN SET-UP AND STRIKE.

### **HOUSE LIGHTS**

The PURCHASER will make arrangements for all lights not specifically required by local safety ordinances to be turned off during performance. This especially applies to clocks, scoreboards, advertising billboards, and concession stands. All doorways to lighted hallways should be either curtained off or the lights colored. The Entire Audience Area Must Be Able to "Blackout" On Cue to a level as dark as possible while still maintaining safety standards.

### **11. VIDEO REQUIREMENTS:**

#### **LED or Projection System. PTZ Video Camera**

(At least one knowledgeable engineer from the video department or provider must be available to set up and oversee the system at all times.)

The PURCHASER must provide the following Professional Video System,

#### **V1 - Screen Options**

##### **UPSTAGE SCREEN OPTION**

1 x 35' Wide X 20' High Upstage Behind the Band on a Fly Baton

Or

2 x House Left and Right of the Proscenium Flown

16 Wide x 12' High

#### **V2 - Projector Options**

All Projectors must be 20 K

Either Panasonic or Christie with spare lamps

Lenses options from 15' to 50'

#### **V3- PTZ Camera**

1x Panasonic AW-HE130 HD Integrated PTZ Camera

Mounted at FOH or Downstage Truss with correct mounting hardware or tripod

Control at Stage manager Position

#### **V4 Video Control and Monitor**

1 x Barco Image Pro Switcher to switch between the Laptop content to projectors and PTZ Camera

1 x Dual Screen Marshall Monitor with SDI Loop Through and HDMI Output for preview have content and Camera

1 x 24" Monitor for live content to projectors

All to be set up at Stage managers position

#### **V5 Cable and Power Distribution**



All necessary interface cables for projectors, camera and switchers

Power PD and power cable needed. We will be interfacing your system via laptop which will be positioned at either stage left or drum riser. Video output will be HDMI and cable must be provided at location determined during advance.

**12. BACKLINE (SEE LAST PAGE)**

A handwritten signature in black ink, consisting of a stylized 'P' followed by a horizontal line.

**16. MIX POSITION:**

Mix position placements will be dealt with in advance as to where the positions will obstruct the least amount of seats 75 to 100 FEET from the downstage lip.

Typical position shall be:

Sound = 10 FEET x 10 FEET floor level

Lighting = 8 FEET x 8 FEET x 24 inches HIGH

THIS CAN BE TIGHTENED ACCORDING TO EACH VENUE AND WHERE AVAILBLE  
PLEASE SURROUND WITH BICYCLE RACK FOR SECURITY

**17. PARKING:**

A secured parking area will be required within the immediate backstage area. The parking area should have enough room for the following vehicles:



- A ARTIST 15 Passenger Van
- B 24' Bob Tail Truck (fly dates exempt)

The PURCHASER/facility must provide any necessary parking permits that will allow unimpeded access for the above. The above parking areas must have access from the stage load-in through the stage load-out. This area must also have security during this time period.

**18. HOUSE LIGHTS:**

The ARTIST'S Production Manager shall control the cueing of the house lights in relation to the ARTIST'S show. PURCHASER will make arrangements for all lights not required by the local safety ordinances to be turned off during the performance. This especially applies to clocks, advertising and concessions.

**19. DOORS OPENING:**

Doors to be opened on schedule discussed during the advance unless additional time is needed from either venue or artists. Venue representative and Artist production manager must agree before doors can be opened.

**20. DOCTOR/MEDICAL:**

Please provide the name and telephone numbers of recommended doctors for each venue, who can, if needed be reached and available to come immediately to the hotel or venue. Please give this information to the Tour Manager when advancing the show.

**21. SECURITY:**

The PURCHASER shall provide security and keep secure all the following areas:

- \* Dressing, Crew and Production rooms
- \* Catering and Hospitality areas
- \* Stage, Band and Equipment areas
- \* Sound, Light and Video console risers
- \* Equipment access and storage areas
- \* Trucks, and any other show vehicles utilized

At a time determined during the advance there will be a brief meeting between the Chief of Security and any house security officers, the Head Usher, and Artists Production Manager to discuss any and all matters including back stage access and meet and greet.

**Passes**

Choice of venue or artist provided passes TBD during advance.

**22. CATERING:**

LUNCH FOR 12  
DINNER FOR 12



Exact times, menus and specific dietary requests will be confirmed during the advance with the Production Manager. Please provide a Vegetarian option for both Lunch and Dinner.

Please have all utensils and plates, cups and napkins and ice in the dressing rooms as well as condiments (Mayo, Mustard, etc)

The following items should be set and Iced at the AM call time and refreshed throughout the day until load out is complete.

**Coffee and Tea Set up - Crew area ALL DAY**

\*\*\*A hot coffee/tea set-up to be refreshed throughout the day

Please have:

Regular and decaffeinated coffee

Regular and herbal teas

Throat Coat

LARGE paper coffee cups White and Raw sugar

Natural Honey

Sugar substitutes

Lemons and limes

Cold Bottled Water

**Green Room or Dressing Room Area (TIME TO BE SET 4:30 PM)**

**Cheese Platter with crackers for 12**

Large Veggie and Fruit Plate for 12 (With A Veggie Dip - Ranch)

2 Large Bags of Sea Salt Kettle Chips or Chips and Salsa

2 Cases of 16 oz. Bottled Spring Water

1 Case of assorted diet and regular sodas on ice.

**Production Office**

2 Cases of Bottled Spring Water for Stage

**Comp Tickets**

10

Artists' production manager requests ~~25~~ comp tickets for each show for artist use.

**Thank you for your cooperation.  
We look forward to a very successful show together.**

THE  
**GREATEST  
PIANO MEN**





## **TGPM 8 PIECE BAND BACKLINE / VIDEO REQUIREMENTS**

### **PIANOS:**

#### **Using 2 Venue Baby Grand Acoustic Pianos**

2 x Acoustic Baby Grand Pianos (must be tuned prior to soundcheck) **Piano 1 & 3 re: Stage Plot**  
 2 x Yamaha P150 or Similar (88 Weighted Key, one spare) **Piano 2 re: Stage Plot**  
 1x Tabletop keyboard stand (suitable for seated playing, (not X-style) w/ black scrim front and sides **Piano 2**  
 2x Sustain Pedals (one spare) **Piano 2**  
 2x 1/4" x 1/4" Cables 10' patch cables for keyboard to DI (one spare) **Piano 2**  
 2x 10' AC extension cable for keyboard (one spare) **Piano 2**  
 3x X Brace Piano Bench **Piano 1, 2 & 3**

**OR**

#### **Using 2 Baby Grand Black Piano Shells & Keyboards**

2 x Baby Grand Black Piano Shells (to accommodate keyboards below) **Piano 1 & 3 re: Stage Plot**  
 4x Yamaha P150 or Similar (88 Weighted Key, one spare) **Piano 1, 2 & 3**  
 1x Tabletop keyboard stand (suitable for seated playing, (not X-style) w/ black scrim front and sides **Piano 2**  
 4x Sustain Pedals (one spare) **Piano 1, 2 & 3**  
 4x 1/4" x 1/4" Cables 10' patch cables for keyboards to DI's (one spare) **Piano 1, 2 & 3**  
 4x 10' AC extension cables for keyboards (one spare) **Piano 1, 2 & 3**  
 3x X Brace Piano Bench **Piano 1, 2 & 3**

### **KEYBOARD:**

2x Nord Stage 1 or 2 or 3 or 4 keyboard (spare keyboard to be the same as main)  
 1x Tabletop keyboard stand (suitable for seated playing, (not X-style) with black scrim cover around the front and sides)  
 1x Sustain Pedal  
 1x Roland Stereo Volume Pedal  
 4x 1/4" x 1/4" Cables 10' patch cables from keyboard to volume pedal to DI's  
 1x 10' Edison extension cables for keyboards  
 1x Power Strip  
 1x LP Large Percussion table tripod base (or table suitable for laptop rig)  
 1x X Brace Piano Bench

### **DRUMS:**

DW 1<sup>st</sup> Choice,  
 Yamaha, 2<sup>nd</sup> Choice  
 White 1<sup>st</sup> Choice Color Finish  
 Black 2<sup>nd</sup> Choice Color Finish

#### **New Remo Drumheads:**

Power Stroke 3 Bass Drum on Beater side  
 Black Head on Front w/ Hole for Mic  
 Clear Pinstripe on Rack & Floor Toms  
 Coated Black Dot on Both Snare's

#### **Drum Sizes:**

1x 22" x 16" Bass Drum  
 1x 14"x 6" Snare Drum Wood  
 1x 14" x 5 1/2" Snare Drum Wood  
 1x 12" Rack Tom  
 1x 13" Rack Tom  
 1x 16" Floor Tom

#### **Drum Hardware:**

2x DW Double Bass Drum Pedal (One Spare)  
 1x Drum Throne  
 1x Snare Stand  
 1x Hi Hat Stand  
 3x Boom Cymbal Stands

#### **Zildjian Cymbals:**

1x Set 14" Hi Hat Cymbals  
 1x 16" Crash Cymbal  
 1x 18" Crash Cymbal  
 1x 20" Ride Cymbal

### **MISCELLANEOUS:**

1x LP Large Percussion table tripod base (or table suitable for laptop rig)  
 1x 8'x 8' Drum Rug for Riser  
 4x Sand bags or 25lb Stage Weights to stop bass drum from walking

**TGPM 8 PIECE BAND BACKLINE / VIDEO REQUIREMENTS**

**BASS:**

1x American Fender P Bass - 4 String White 1<sup>st</sup> Choice Black Strap (spare)  
2x Aguilar Tone Hammer Amp Head (One is a spare or similar)  
2x Hercules Bass Guitar Stand  
1x 4x10 Ampeg Speaker Cabinet  
3x 1/4" x 1/4" Cables 15' long

**GUITAR:**

1x American Strat White 1<sup>st</sup> Choice Black Strap (spare)  
2x Fender Hot Rod Divelle with Foot switch for changing channels (one is a Spare or similar)  
2x Hercules Guitar Stand  
3x 1/4" x 1/4" Cables 15' long

**MISCELLANEOUS:**

5x Manhasset Music Stands (one spare)  
5x Mighty Bright Duet 2 Music Stand Lights With new AAA Batteries (one spare)  
1x RhythmTech Ergonomic Tambourine

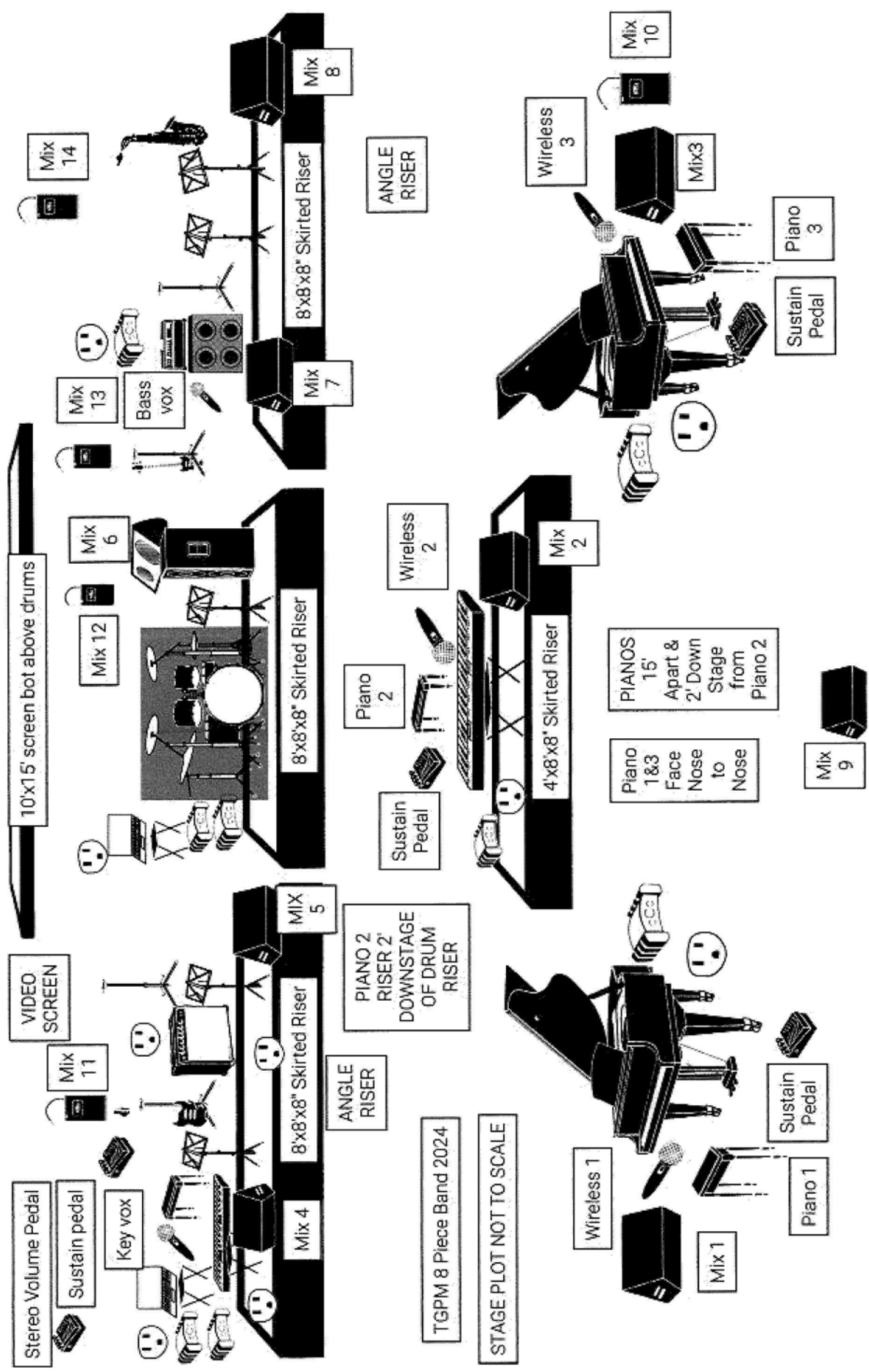
**VIDEO:**

1x 10' Tall x 15' Wide Video Screen with full dress kit (bottom of screen to be above drummer and cymbals)  
1x Commercial Projector 15K to 25K Lumens  
1x HDMI cable from Drum Riser to input of Video System (drummer executes video ques)

**Thank you**  
**We look forward to a very successful show together**

**TGPM**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters, possibly 'CP' or 'AP', followed by a long horizontal line extending to the right.



Front of Stage

Channel	Instrument	Mic/DI	Boom stand
1	Kick	Shure Beta 52	Short Boom
2	Snare Top	Shure SM57	Medium Boom
3	Hi Hat	Shure SM81	Medium Boom
4	Rack Tom 1	Senn e604	Clip
5	Rack Tom 2	Senn e604	Clip
6	Floor Tom	Senn e604	Clip
7	Overhead Left	AKG 414	Tall Heavy Boom
8	Overhead Right	AKG 414	Tall Heavy Boom
9	Keyboard Left	Radial Passive DI	N/A
10	Keyboard Right	Radial Passive DI	N/A
11	Guitar	Senn e609	Short Boom
12	Bass	Radial Passive DI	N/A
13	Sax	AKG Horn Mic	Clip On
14	Piano 1 Electronic Keyboard in Shell	Radial DI	N/A
15	Piano 1 Lo Acoustic Baby Grand	AKG 414	Piano Clamp
16	Piano 1 Hi Acoustic Baby Grand	AKG 414	Piano Clamp
17	Piano 2 Electronic Keyboard on Table Stand	Radial DI	N/A
18	Piano 3 Electronic Keyboard in Shell	Radial DI	N/A
19	Piano 3 Lo Acoustic Baby Grand	AKG 414	Piano Clamp
20	Piano 3 HI Acoustic Baby Grand	AKG 414	Piano Clamp
21	Piano 1 Vocal	Shure 58 Wireless 1	Tall Heavy Boom
22	Piano 2 Vocal	Shure 58 Wireless 2	Tall Heavy Boom
23	Piano 3 Vocal	Shure 58 Wireless 3	Tall Heavy Boom
24	Spare Vocal	Shure 58 Wireless 4	At Monitor Console
25	Keyboard Vocal	Shure SM58	Tall Heavy Boom

26	Bass Vocal	Shure SM58	Tall Heavy Boom
27	Laptop Video Playback Left	Radial DI	N/A
28	Laptop Video Playback Right	Radial DI	N/A
29	Video Screen 10' Tall x 15' Wide	Projector 15k to 25K Lumens	HDMI Cable to Video System at Drum Riser



Monitor List

Mix	Instrument	Notes
1	Piano 1	Bi Amp Wedge
2	Piano 2	Bi Amp Wedge
3	Piano 3	Bi Amp Wedge
4	Key	Bi Amp Wedge
5	Guitar	Bi Amp Wedge
6	Drums	Bi Amp Wedge & Sub
7	Bass	Bi Amp Wedge
8	Sax/Flute	Bi Amp Wedge
9	Down Stage Center	Bi Amp Wedge
10	Piano 3	Wireless In Ear Receiver 1
11	Guitar	Wireless In Ear Receiver 2
12	Drums	Wireless In Ear Receiver 3
13	Bass	Wireless In Ear Receiver 4
14	Sax	Wireless In Ear Receiver 5
15	Spare	Wireless In Ear Receiver 6

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

This Rider, dated **Monday August 5, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Four of Us Productions, The Greatest Piano Men** (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**

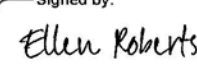
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

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

Date: 8/7/2024

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

Date: 9/4/2024

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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 – Ellen McGowan	630-942-3009, <a href="mailto:mcgowan@cod.edu">mcgowan@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Marketing/Edu Coord – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org