

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1734152
Vendor Name: Reflecting Fools LLC
Invoice Number: TR25-FOOLSBAL
Invoice Date: 9/9/2024
PO Number:
Check Number: E0103227
Check Amount: \$ 9,600.00
Check Date: 09/18/2024
Voucher Number: V0850194
Document Type: AP Invoice

Document Below

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

Reflecting Fools check request \$9600

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

Thu, Sep 12, 2024 at 06:57 PM UTC

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

Reflecting Fools check request 9600 balance kscf.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) 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

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.



PRESENTATION AGREEMENT

THIS AGREEMENT (the "AGREEMENT") is made as of June 5, 2024 between Reflecting Fools LLC (hereinafter referred to as "ARTIST"), whose address is 4538 N. Bernard St., Chicago, IL 60625, and College of DuPage, McAninch Arts Center (hereinafter referred to as "PRESENTER"), whose address is 425 Fawell Blvd, Glen Ellyn, IL 60137. ARTIST and PRESENTER may be referred to individually as a "PARTY" or collectively as the "PARTIES."

It is mutually agreed between the PARTIES as follows:

PRESENTER engages ARTIST to provide 1 performance of the comedy group **THE CAPITOL FOOLS** (hereinafter referred to as the "ENGAGEMENT") upon all terms and conditions herein set forth.

1. DATE(S) AND TIME(S) AND PLACE OF ENGAGEMENT:

September 29, 2024
Sunday Matinee at 3:00pm

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

2. GUARANTEE & DEPOSIT:

ASAP after full execution

PRESENTER will pay ARTIST a flat guarantee of **TWELVE THOUSAND DOLLARS (US\$12,000.00)**. of contract
PRESENTER will pay ARTIST a deposit of 20% of the fee ~~within 30 days of the date this contract is signed~~
~~or at least 45 days in advance, whichever date comes first.~~ The balance of the fee shall be paid no later
than 12 noon on the day of the first performance.

Payment shall be made by ~~bank or certified check, or wire transfer~~ college check or ACH made payable to: Reflecting Fools LLC, Federal Tax I.D. 88-3047266. Any additional monies owed to the ARTIST shall be paid by the end of the final performance.

Wire Transfer Information:

Bank Info: Bank of America
Account Name: Reflecting Fools LLC
ACH Routing Number: 081904808
Wire Routing #: 026009593
Account #: 2910 3544 7748
Address: 7080 Carpenter Road, Skokie, IL 60077

Please include reference to venue and/or presenter.

If PRESENTER is required by state law to withhold any taxes from the Compensation, please state this on the face of the agreement and notify the ARTIST's General Manager (see Technical Addendum contact sheet) in no case later than 90 days prior to your performance date. PRESENTER shall provide local withholding agent information and any forms required.

3. TRAVEL, HOTEL & ARTIST HOSPITALITY:

- PRESENTER shall arrange at PRESENTER's sole expense seven (7) single occupancy hotel rooms for one (1) night at a three star or better hotel close to the Venue.
- ARTIST travel costs included in guarantee.
- PRESENTER shall provide an assortment of snacks, fresh fruit, soft drinks and (room temperature) bottled water in the green room upon ARTIST arrival.

- PRESENTER shall provide one hot meal for the personnel of the ARTIST to be served between sound check and the performance.
4. **DEFINITIONS OF GROSS BOX OFFICE RECEIPTS:** Not applicable to this engagement.
 5. **TICKET INFORMATION AND SALE OF TICKETS:** Not applicable to this engagement.
 6. **PRODUCTION:** ARTIST will determine the program to be performed and the content of all songs within the program. PRESENTER will not schedule an opening act without written permission in advance from ARTIST. All other production items are outlined in the Technical and Hospitality Rider attached to and made part of this Agreement. Furthermore, unless otherwise agreed upon prior to the ENGAGEMENT, ALL aspects of the program shall be controlled by ARTIST, including but not limited to the volume, performance length, and performance content. As such, PRESENTER, PRESENTER's patrons, and any 3rd party vendors of PRESENTER shall not interfere with such aspects of the program, including but not limited to turning off power, turning down the volume of the performance, or "cutting off" the performance in the middle of a set, except as may be necessary for public safety. In the event that any such parties other than the ARTIST interfere with the program at any point during the program, ARTIST shall have the right to cancel the ENGAGEMENT at the point of such interference, and ARTIST's obligations under this Agreement shall be deemed fulfilled.
 7. **TECHNICAL REQUIREMENTS:** ARTIST's standard technical requirements are listed herein under **Exhibit A** and are of essence to this AGREEMENT and necessary for ARTIST's performance. PRESENTER and/or any 3rd party vendors hired by PRESENTER for the Performance shall confirm the acquisition of such required equipment at least ten (10) days in advance of the performance date. Failure to abide by this notice requirement is to be considered a breach of contract and ARTIST has the right to terminate this Agreement in the event of such breach. Furthermore, if ARTIST's equipment, including but not limited to musical instruments, monitors, boards, and props, is damaged during the performance and it is deemed that PRESENTER is at fault, PRESENTER shall be responsible for the repair cost of such damaged equipment, if it is in the condition for repair, or the full replacement cost of all damaged equipment/property of equal value.
 8. **MERCHANDISE:** PRESENTER sells with twenty percent (20%) Commission plus sales tax and credit card fees.
 9. **COMPLIMENTARY TICKETS:** ARTIST shall be entitled to ten (10) complimentary tickets to the Engagement.
 10. **PUBLICITY & PROMOTION:** PRESENTER shall have the non-exclusive right to use and authorize others to use ARTIST's approved name, approved likeness, and approved biography solely for informative purposes and to publicize and advertise ARTIST and the ENGAGEMENT. PRESENTER shall be entitled to advertise and promote the appearance of ARTIST and the performance, and PRESENTER will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. PRESENTER may not portray ARTIST in a defamatory manner or in any manner that can be deemed detrimental to ARTIST's reputation, either prior to or after the ENGAGEMENT. In the event that any such defamation occurs, ARTIST shall have the right to pursue any and all damages resulting from such defamatory actions, including but not limited to monetary damages. For the avoidance of doubt, electronic communication (e.g., e-mail) shall be deemed sufficient notice for the purposes of any approvals under this Paragraph.
 11. **SPONSORSHIP:** PRESENTER may secure local sponsors for this Engagement upon signing of this Agreement and retain 100% of the sponsorship proceeds. In no way shall any sponsorship secured by PRESENTER be positioned to imply an endorsement of any product or business by the ARTIST.

Complimentary tickets made available to the local sponsor(s) shall be included in the gross for purposes of calculating split of proceeds if such a split is included in this Agreement. Any benefits which are to be extended to existing tour sponsors secured by the ARTIST will be the responsibility and at the expense of the ARTIST.

12. **CANCELLATION BY PRESENTER:** PRESENTER understands that once this AGREEMENT is fully executed, neither PARTY shall have the right to cancel this AGREEMENT without the prior written consent of the other PARTY. If PRESENTER cancels the scheduled performance more than Ninety (90) days prior to its scheduled date, PRESENTER will pay ARTIST a sum equal to 50% of the fees stated in Paragraph 2 herein. If PRESENTER cancels the scheduled performance fewer than Ninety (90) days prior to the scheduled date, PRESENTER will pay ARTIST the entire fee stated in Paragraph 2 herein.

13. **FORCE MAJEURE:** Any prevention, delay or stoppage of the performance which is due to any event of FORCE MAJEURE (as defined below) shall excuse the performance of ARTIST. In the event of any claim of FORCE MAJEURE, the PARTIES shall take all commercially reasonable actions to minimize the consequences of FORCE MAJEURE and shall enter into good faith negotiations to determine to what extent the continued performance of this Agreement is possible, including, without limitation, potential rescheduling of the ENGAGEMENT within six (6) months of the end of the FORCE MAJEURE event. Additionally, if an event of FORCE MAJEURE prevents ARTIST from arriving at the location of the ENGAGEMENT at the scheduled date and time, ARTIST shall not be liable for any consequential damages. For purposes hereof, "FORCE MAJEURE" shall mean any cause beyond a PARTY's reasonable control, including, but not limited to, fires, explosions, casualty, floods, inclement weather, transportation delays/cancellations, performer illness, health pandemics, strikes, work stoppages or slow-downs or other industrial disputes, accidents, riots or civil disturbances, national calamity, export embargo, war, act of God, governmental travel restrictions, the act of any legally constituted authority, or acts of civil military authorities.

14. **INDEMNIFICATION:** ^{Both parties} ~~ARTIST~~ agrees to indemnify and hold harmless ^{each other} ~~the PRESENTER~~, its respective officers, employees, and agents from and against any and all liability claims for bodily injury or property damage in connection with or relating to any actions claims or demands by third parties, arising out of the presentation of the performance in the theatre. For the avoidance of doubt, any actions, claims or demands brought by ~~ARTIST's~~ employees, contractors and said contractor's employees shall be deemed to arise out of the operation of the presentation of the performance.

^{Both parties} ~~The PRESENTER~~ agrees to indemnify and hold ^{each other} ~~ARTIST~~, its respective officers, employees, and agents from and against any and all liability claims for bodily injury or property damage in connection with or relating to any actions claims or demands by third parties, arising out of the operation of the theatre premises, the promotion and marketing of the ENGAGEMENT, or the breach of the obligations of this AGREEMENT to ARTIST. For the avoidance of doubt, any actions, claims or demands brought by ^{either parties} ~~PRESENTER's~~ employees, contractors and said contractor's employees shall be deemed to arise out of the operation of the theatre premises. Furthermore, if it is deemed that ~~PRESENTER~~ is in breach of this ^{either party} Agreement, ~~ARTIST~~ shall, in addition to any such legal damages, be entitled to recover all costs and expenses incurred in enforcing the terms and provisions of this AGREEMENT, including but not limited to reasonable attorneys fees, court costs, and other related expenses.

15. ASSUMPTION OF RISK FOR SERVING ALCOHOL & NEGLIGENT ATTENDEES OF THE PROGRAM:

Notwithstanding the preceding, PRESENTER acknowledges and takes full responsibility for the risks of injury, death, property damage or any other damages that may result from or in any way relate to the service of alcohol or the negligence of any attendees or patrons of the ENGAGEMENT and agrees to fully indemnify and hold harmless ARTIST to the maximum extent provided for by law and pursuant to this AGREEMENT for any such claims related to the same.

16. REMEDIES: In the event PRESENTER breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first PERFORMANCE, the PRESENTER has failed, neglected or refused, for any reason whatsoever, to perform any obligations under any agreement with any other artist, attraction, or ARTIST, or if in the opinion of ARTIST or MANAGER, the financial standing of credit of PRESENTER has been impaired or is unsatisfactory (and any such event shall hereunder be deemed as "Event of Default"), then and upon the occurrence of an Event of Default, ARTIST shall have the right to terminate this Agreement and its obligation hereunder. PRESENTER acknowledges that ARTIST has refused other offers for other performances in order to enter into this Agreement and that ARTIST has incurred substantial out-of-pocket expenses in connection herewith; and therefore agrees, in an Event of Default, that any and all sums payable to ARTIST as a guarantee be immediately due and payable, that any and all sums paid to ARTIST or MANAGER on its behalf shall be retained by ARTIST and that ARTIST shall have the right to present any letter of credit furnished it for payment. ARTIST shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default, to exercise all of its rights and remedies against PRESENTER at law or in equity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of the ARTIST.

See MAC Rider #8

17. INSURANCE: PRESENTER shall maintain a general liability insurance policy for the Engagement with coverage limits that are consistent with those typically maintained for comparable events, naming both PRESENTER and ARTIST as beneficiaries, and PURCHASER will provide evidence of such insurance coverage acceptable to ARTIST (e.g., a certificate of insurance) prior to the ENGAGEMENT. In the event that alcohol is served during the ENGAGEMENT, such coverage shall carry a special liability policy related to such special liability risk.

18. INDEPENDENT CONTRACTOR: This Agreement shall not in any way be construed so as to create a partnership or any other kind of joint undertaking or venture between the PARTIES hereto.

19. ENTIRE UNDERSTANDING: This AGREEMENT constitutes the entire understanding and agreement between ARTIST and PRESENTER and supersedes all prior and contemporaneous promises, agreements and understandings, whether written or oral, pertaining to the subject matter of this AGREEMENT. No waiver of any provision of, or default under this AGREEMENT shall affect either PARTY's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar. This AGREEMENT may be executed in multiple counterparts and be delivered by facsimile or electronic signature, each of which shall be deemed and original, but all of which together constitute one (1) and the same instrument.

20. CHOICE OF LAW: This Agreement shall be construed, governed and interpreted pursuant to the laws of the State of Illinois. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

College of DuPage

REFLECTING FOOLS LLC

Signed by:

49666CF98C3F425...



Name: Ellen Roberts

Name: Michael Pauken

Title: VP Administrative Affairs

Title: Co-Producer

Date: 8/7/2024

Date: July 16, 2024



TECHNICAL AND HOSPITALITY RIDER (2024)

This Rider is attached to and made part of the Agreement for the presentation of the Capitol Fools and PRESENTER shall provide at its sole expense the items outlined herein.

TECHNICAL REQUIREMENTS.

The Capitol Fools can perform in non-theatre settings. If any of these technical requirements are not possible in your venue, we will work with you to tailor the production to fit the capabilities of the space.

1. STAGE:
 - a. Minimum playing area of 12 feet by 16 feet (or larger) and clear of all extraneous items and a backstage area of at least 250 square feet adjacent to the stage and shielded from audience view.
 - b. ARTIST travels with red and blue banners to be hung by PRESENTER from pipes above the stage if theatre has a fly system. These serve as a framing backdrop for the playing area. Details to be advanced with venue technical director.
 - c. PRESENTER to provide a screen upstage center hung so the bottom of the screen is approximately seven feet above the stage floor, and a projector to project the ARTIST's logo above the performers.
 - d. In line with the screen should be masking drapes leaving an opening center stage for the entrance and exit of the performers. Upstage of this opening should be black pipe and drape wide enough to mask backstage from audience.
2. LIGHTING:
 - a. A general stage wash is fine. Producer travels with star gobos for specials to be focused on the red and blue banners (subject to venue's technical capabilities).
3. SOUND:
 - a. A public address system appropriately sized to the venue including sound mixing console.
 - b. A minimum of three monitors (two for performers and one for pianist).
 - c. Six (6) hand-held wireless microphones, additional microphone for piano (wired ok).
 - d. A properly trained sound technician familiar with the equipment to run the show.
4. PIANO:
 - a. A piano in good working condition (ideally a grand or baby grand) and tuned to A-440 within 24 hours prior to the performance. Alternatively, an electric keyboard may be provided if it is not possible to fit an acoustic piano in the performance space. The most important features are an 88 key, weighted keyboard and a good piano sound. In addition to the piano, we'll need a sustain pedal, AC adaptor, double-X-style stand, and

a quality Direct Box with cables. DCRF pianists are familiar with Kurzweil's PC-88mx and PC-2x. Other makes/models should be cleared in advance with the ARTIST.

5. DRESSING ROOMS:

- a. Two dressing rooms and restrooms for the exclusive use of the ARTIST that are separate from those for the audience.

6. SCHEDULE:

- a. ARTIST will need access to the stage for a period of at least four hours prior to the opening of the house. Included in this is a 90-minute block of time to be used for such sound check and rehearsal as ARTIST may consider necessary.

TRAVEL, HOTEL & ARTIST HOSPITALITY.

7. **LODGING:** PRESENTER shall arrange at PRESENTER's sole expense seven (7) single occupancy hotel rooms for one night per performance [more nights may be required depending on travel schedule] at a three star or better hotel (close to the venue if possible).
8. **GREEN ROOM:** PRESENTER shall provide an assortment of snacks, fresh fruit, soft drinks, and room temperature bottled water in the green room upon ARTIST arrival.
9. **MEAL:** For evening performances, PRESENTER shall provide one hot meal for the personnel of the ARTIST to be served between sound check and the performance. For matinee performances, PRESENTER shall provide a light meal (sandwiches, etc.) for the personnel of the ARTIST to be served between sound check and the performance
10. **TRAVEL:** For all engagements over 150 miles PRESENTER shall pay a travel buy out as provided for in the Agreement plus ground transportation between the airport, hotel and venue in the host city.

Production Contact: Jack Rowles – phone: 301-518-8992 / email: reflectingjack@gmail.com

Agreed and Accepted:

Signed by:

49066CF0BC3F425...
Presenter or Venue Technical Director

Ellen Roberts

Print Name

8/7/2024

Date

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Monday July 8, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Reflecting Fools LLC** (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

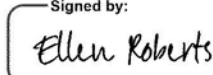
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: July 16, 2024

By: 
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 8/7/2024

McAninch Arts Center
Contact Information

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