

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1438848
Vendor Name: BICOASTAL PRODUCTIONS, LLC
Invoice Number: TR25-DOOWOP
Invoice Date: 9/18/2024
PO Number:
Check Number: E0103313
Check Amount: \$ 3,750.00
Check Date: 09/24/2024
Voucher Number: V0850369
Document Type: AP Invoice

Document Below

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

BiCoastal check request \$3750

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

Wed, Sep 18, 2024 at 05:20 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

BiCoastal Doo Wop check request 3750 deposit 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.



WELCOME TO OUR VIRTUAL CONTRACT PLATFORM

TO REVIEW & SIGN THIS AGREEMENT ONLINE,
PLEASE PROCEED TO THE FOLLOWING PAGES

(Once fully-executed, you will receive a PDF copy via email for your records)

IF YOU WISH TO DOWNLOAD THIS AGREEMENT AS A
'PRINTABLE PDF'

1.) SIMPLY SELECT THE THREE DOTS IN THE UPPER LEFT 

2.) THEN SELECT 'DOWNLOAD'



3.) THE PDF WILL BE SAVED TO YOUR DOWNLOADS
FOLDER. YOU ARE WELCOME TO RETURN IT VIA EMAIL
TO YOUR AGENT OR VIA REGULAR MAIL

IF YOU REQUIRE FURTHER ASSISTANCE, PLEASE CONTACT YOUR
BICOASTAL AGENT AT ANY TIME



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 **Monday, January 29, 2024** by and between the following parties: **College of DuPage** (hereinafter referred to as "Purchaser") and **The Doo Wop Project LLC** (hereinafter referred to as the "Producer") furnishing the services of **The Doo Wop Project** (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 Schoettle - schoettlek@cod.edu~~ Ellen Roberts, VP Administrative Affairs
DAY OF: Diana Martinez - martinezd59@cod.edu - 630-942-3007
TECH: Joseph Hopper - hopper@cod.edu - 630-942-2913
BOOKING AGENT: Amber Hansen - (801) 637-1603 / amber@bicoastalproductions.com
ARTIST ADVANCE: ~~Gracie Esmonde - (210) 332-0352 / gracie@doowopproject.com~~
Jared Miller - 320.808.0655 - jared@tuesdaymanagement.com

ENGAGEMENT VENUE:

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

DATE & SHOW TIME:

Saturday, April 19, 2025
Performance 7:30 PM

NUMBER & LENGTH OF PERFORMANCES:

Duration: 1h 30m
INTERMISSION: Yes 20 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 \$ 15,000.00 + \$500.00 ground transportation buyout = \$15,500.00 Total

PAYMENT SCHEDULE:

	ASAP upon fully executed agreement	
Deposit	Payable on/before: 9/19/24	\$ 3,750.00
Balance	Payable on/before: on site	\$ 11,750.00

Deposits Payable to: BiCoastal Productions LLC

Balance Payable to: The Doo Wop Project LLC

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:

~~If deposits are made via ACH or Wire Transfer,~~ college check or ACH payments shall be made to the following bank account (Written notice that the transfer has been scheduled must be provided to agent within 1 business day):

Account Name: BiCoastal Productions, LLC

Account Number: 238909939

Routing Number: 021000021

Bank Name: JP Morgan Chase Bank

Bank Address: 1411 Broadway, New York, NY 10018

If deposits are made via company check, payments should be mailed to the following address:

BiCoastal Productions LLC

122 Victoria Bay Court

Palm Beach Gardens, FL 33418

United States of America

BALANCE:

~~Certified or Cashiers~~ College check hand-delivered to Dominic Nolfi or Sonny Paladino immediately prior to performance (accompanied by a certified box office settlement)

ADDITIONAL PROVISIONS

TRAVEL & ACCOMMODATIONS

Air: Included in fee (Artist to provide)

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

Hotel: Purchaser to provide 10 single hotel rooms for one night 4/19/2025.

Hospitality & Meals: Purchaser to provide hospitality & meals per rider (or a \$400.00 meal buyout)

PRODUCTION:

Performance Configuration: 5 Vocalists + Band

Backline: Purchaser to provide backline per rider

Sound & Lights: Purchaser to provide sound and lights per rider

Additional Terms: The exact performer lineup shall be subject to change at any time prior to the scheduled engagement(s) at the sole discretion of Artist. The substitution of any performing member or musician by Artist shall in no way constitute any breach of agreement(s) with Purchaser at any time and it shall also not entitle Purchaser to cancel or postpone the engagement(s) as a result. In the event of member-substitutions, Artist will provide performer(s) of equal caliber to perform the engagement as stated in this Agreement. As a precaution, Producer recommends that Purchaser display the following disclaimer in all advertising and public relations materials: "Exact member-lineup is subject to change without notice."

MERCHANDISE POLICY:

Artist sells 80/20 split, Venue sells 70/30 split.

ARTIST BILLING:

THE DOO WOP PROJECT

MEET & GREET:

Requested Artist requests this take place before the show
if desired.

DN

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 Monday, January 29, 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
49086CF08C3F425...
Kari Schoettle Ellen Roberts
Signatory VP Administrative Affairs

9/17/2024

Date

ACCEPTED & AGREED TO (Producer):

The Doo Wop Project LLC
% BiCoastal Productions LLC
201 24th St
Brooklyn, NY 11232

x Dominic Nolfi
Dominic Nolfi
Producer

03 / 09 / 2024

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 ~~Florida~~ ^{Illinois}. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in the County of ~~Palm Beach~~ ^{DuPage} and the State of ~~Florida~~ ^{Illinois} 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.

DN

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, ^{both parties} ~~Purchaser~~ will indemnify, defend, and hold ^{both parties} ~~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.

DN

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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BiCoastal Productions LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

122 Victoria Bay Court

6 City, state, and ZIP code

Palm Beach Gardens, FL 33418

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

2 7 - 2 4 1 5 1 1 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► January 29, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

THE DOO WOP PROJECT LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

201 24th Street

6 City, state, and ZIP code

Brooklyn, NY 11232

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 2 1 1 1 1 4 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

The Doo Wop Project LLC

Date ► **11/01/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

The **Doowop** Project

Key Contact Information

Management & Advancing:

Gracie Esmonde - 210-332-0352 - Gracie@doowopproject.com

Jared Miller - 320.808.0655 - jared@tuesdaymanagement.com

Booking Agent:

Jack Forman – BiCoastal Productions

jack@bicoastalproductions.com - 732-982-8595

Ron Mewis - Bill Young Productions

rmewis@byp.com - (281) 240-7400 / www.byp.com

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Venue: Technical Director or Production Manager:

NAME: Joe Hopper CELL PHONE: 630-294-2913 EMAIL: hopper@cod.edu

General Information

THE DOO WOP PROJECT travel with FIVE (5) principle singers and UP TO FIVE (5) musicians. The exact number of musicians included shall be fully at the discretion of the Artist and the Manager. If there are any changes to the travel party size the Manager will provide the exact number upon advance of this engagement.

Running Time:

THE DOO WOP PROJECT show is a 90-minute (maximum) performance WITHOUT an intermission (preferred). In the event an intermission is required the show will be performed in TWO (2) 45-minute halves. Intermissions are not to exceed TWENTY (20) minutes in length.

Security:

PURCHASER shall guarantee adequate SECURITY to insure the safety of the ARTIST'S instruments and personal property from the beginning of load-in to completion of load-out. During sound check, performance, and after show, PURCHASER will have security backstage. PURCHASER is held responsible for the personal belongings and musical equipment of the ARTIST. Security will be required to be present at any meet & greets and in merchandise area while the ARTIST is present.

Meals / Hospitality:

HOSPITALITY: PURCHASER shall provide refreshments and meals in quantities enough for TEN (10) people. Please discuss with the Manager what times this should be made available.

A HOT, HEALTHY and balanced meal consisting of a MEAT AND VEGETARIAN entrée. Preferred MEAT option would be CHICKEN or LIGHTER-FARE BEEF. Please NO Steak or Heavy Cheese Pasta dishes. Preferred VEGETARIAN option is non-cheese, such as Rice and Steamed Vegetables. TWO (2) vegetable sides, salad and dessert should be provided between sound check and show time for 10 people.

On shows where a catered meal is not possible a meal buyout in the amount of **\$400.00 per show day** is required. This fee will be pro-rated for multiple shows in one day. That fee will be determined upon advance. Buyout should be paid to the Day of Show contact at sound check in CASH.

Hospitality in Artist's Dressing Room:

Please note the following hospitality to be provided upon ARTIST arrival regardless of catering buyout.

- TWENTY (20) chicken, turkey, tuna, and/or veggie wraps/sandwiches.
- TWO (2) 24 COUNT cases of bottled water at room temperature (16.9oz bottles)
- EIGHT (8) bottles Gatorade (Orange Flavor Please) (continued)

- Coffee and Tea for TWELVE (12) people. Please include, cream, sugar, honey & lemon.
- ~~FOUR (4) bottles of quality wine: two white and two red~~
- ~~ONE (1) six pack of imported beer~~ No alcohol per College policy, see MAC Rider #23
- Assorted soft drinks - Coke, Diet Coke, Sprint
- Assortment of Whole Fresh Fruit (Bananas, Apples, Oranges, Fresh Berries)
- Assorted Fresh Veggie Tray
- Assorted snacks - Energy Bars, chips, nuts, etc.

DN

All plates, napkins, utensils, napkins and cups (hot & cold) as needed.

Wardrobe:

PURCHASER shall supply a hand-held steamer, iron, and ironing board for ARTIST'S wardrobe. If possible, PURCHASER shall also supply personnel to operate steamer and iron, although this is not a requirement.

Technical Information

Sound:

In the event that the PURCHASER / PRESENTER'S facility does not conform to the ARTIST'S minimal technical requirements, as outlined below, additional personnel and/or production may be required and is the sole responsibility of the PURCHASER / PRESENTER. If the facility does not conform to the show's minimum requirements, please notify the Manager immediately.

Please have all sound equipment including the house sound system and accessories (sound boards, microphones, speakers, cables, monitors, etc.) and all backline instruments and amplifiers present and fully operational no later than 5 hours before the scheduled event start time.

ARTIST will typically arrive approximately 3-4 hours before show time.

Personnel:

PURCHASER shall provide and pay for the following personnel:

- Front of house engineer with full working knowledge of system.
- Monitor engineer with full working knowledge of monitor system.
- Light Designer with full working knowledge of light system.
- Backline tech with full working knowledge of all backline.
- TWO (2) Spot operators.
- TWO (2) Loaders to be available upon ARTIST arrival and 15 minutes following show. (May double as stage crew and spot ops if need be).

Front of House:

PURCHASER must supply a professional 3 or 4-way sound system capable of producing a 20 Hz to 20 kHz frequency range at 100 db SPL on the back row of the venue. Line array system is preferred. Acceptable brands are JBL, EV, Meyer Sound, or Claire Brothers.

Front fill should be provided along the down stage lip. In venues where there is a balcony, consideration must be given to insure full and even coverage to all balcony seats.

Digital consoles are REQUIRED for both Front of House and Monitors. Preferred digital mixing consoles (FOH & Monitor) are: Midas M32, Yamaha M7CL, PM5D, or Digidesign Venue series. Digital console software should be completely up to date and contain all required equalizers, FX, compressors and gates.

Wireless (RF) Channels:

PURCHASER must provide NINE (9) channels of SHURE Wireless. SIX (6) UR2 series transmitters with STANDARD SM-58 capsules are required, plus one spare.

One (1) clip-on SHURE Wireless with BETA98 microphone for tenor saxophone.

One (1) SHURE GLXD14 Digital Guitar Wireless System (Z2) for the guitarist.

Microphones and systems must be tested and in excellent working condition.

Monitors:

ARTIST does not travel with a monitor engineer, so the monitor console is ultimately the vendor's choice. A digital console (specified above) is required. Monitor world should be stage left where possible.

TEN (10) separate monitor mixes will be required as follows:

Mix 1: Stage Right VOX

Mix 6: PIANO

Mix 2: Right Center VOX

Mix 7: SAX

Mix 3: Center VOX

Mix 8: DRUMS

Mix 4: Left Center VOX

Mix 9: BASS

Mix 5: Stage Left VOX

Mix 10: GUITAR

Clear Com:

Required between all tech positions, including FOH, Monitor, Lighting and spot ops.

Stage:

Minimum stage size must measure at least thirty-two feet (32') wide by twenty- four feet (24') deep, and be at least three feet (3') in height. There needs to be access to the stage from both stage left and stage right.

The stage surface must be smooth, free of holes or protrusions and not have any cloth or fabric covering the surface of the stage. All risers/staging must be finished on the front and sides, using black skirting if necessary.

Risers:

ONE (1) 8' x 8' x 2' riser to be placed on stage as per attached stage plot. Center drum riser should be carpeted and the riser should be skirted on the front and sides. ***Riser line should be 18' from the downstage lip.***

Stools:

FIVE (5) stools for vocalists placed three feet (3') behind their microphone stands. Stools should be standard bar stool height for leaning / sitting.

Backline:

BASS: (Large venue): ONE (1) amp head with a 4x10 cabinet. (Small venue): ONE (1) amp head with a 2x10 or 1x15 cabinet OR combo amp with at least 100 watts. Must be SWR, G-K, Ampeg, Fender, Hartke, or similar.

GUITAR: ONE (1) Fender Twin Reverb amp or similar.

ONE (1) SHURE GLXD14 Digital Guitar Wireless System (Z2)

PIANO: Acoustic Grand is required.

If acoustic grand is absolutely not possible an 88 key weighted action Keyboard may be acceptable BUT MUST BE APPROVED BY MANAGEMENT DURING ADVANCE. Must be Yamaha S-90, Yamaha Motif or similar with Volume Pedal and Sustain Pedal. Mounted on a two-tier stand with Nord Lead 5 (see below). Must be discussed with Manager during advancing.

KEYBOARD: ONE (1) Nord Electro 5 keyboard (or similar) placed on top of the piano.

DRUMS:

TAMA Pro Line kit (prefer Starclassic Maple)

20 or 22" bass drum (with tom mount installed)

5 x 14" or 5.5 x 14" snare drum

10" rack tom

12" rack tom

14" or 16" floor tom with legs (not mounted)

Cymbals: SABIAN (Pro Line such as HHX, HH or AAX)

14" hi hats

20, 21 or 22" ride (prefer HH Raw Bell Dry Ride)

16 or 17" Crash

18" Crash

8 or 10" Splash

Hardware: Prefer TAMA

1 drum throne (prefer Tama First Chair or Ergo Rider)

Note: Must have LOCKING seat (doesn't spin)

1 bass drum pedal (prefer Tama Iron Cobra 900)

1 hi-hat stand (prefer Iron Cobra)

1 snare stand

4 cymbal stands

1 tom mount on bass drum

Heads: Prefer EVANS

Toms: G2 clear, G2 coated, EC2 top all acceptable; clear G1 bottoms

Snare: Power Center Reverse Dot or Coated G1 top, Hazy 300 bottom

Bass Drum: EMAD clear batter, EQ3 front

If the above brands are not available, please provide equivalent pro-line models

STANDS:

FIVE (5) straight, round-bottom Microphone Stands (plus 1 spare)

Absolutely no tripods for downstage microphone

ONE (1) Piano Bench

THREE (3) Guitar stands

FIVE (5) Music Stands with Stand lights.

MICS:

SIX (6) handheld wireless microphones (plus one spare).

WIRED VOCAL MICROPHONES ARE NOT ACCEPTABLE; MUST BE WIRELESS

ONE (1) clip-on Wireless Microphone for tenor saxophone (Plus one spare – wired on stand if necessary).

DI's: TWO (2) DI's. One for Bass Guitar and possibly acoustic guitar.

**If piano is replaced by keyboard will need an additional stereo DI box.*

Note: Artist will travel and perform with either a 3 or 4 or 5 piece band, consisting of Piano, Bass, Drums, Electric Guitar and Saxophone. This band configuration is at the sole discretion of the Artist and will be determined at the time of advancing.

Lighting:

PURCHASER shall provide a lighting designer who will be available from sound check until the conclusion of the event. PURCHASER shall provide a minimum one (1) spotlight and operator; TWO are preferred. PURCHASER shall provide a minimum of 80K of lighting (40 upstage, 40 downstage) with assorted colored gels of reds, blues, ambers and whites. Each color should wash entire performance area.

Lighting system to include:

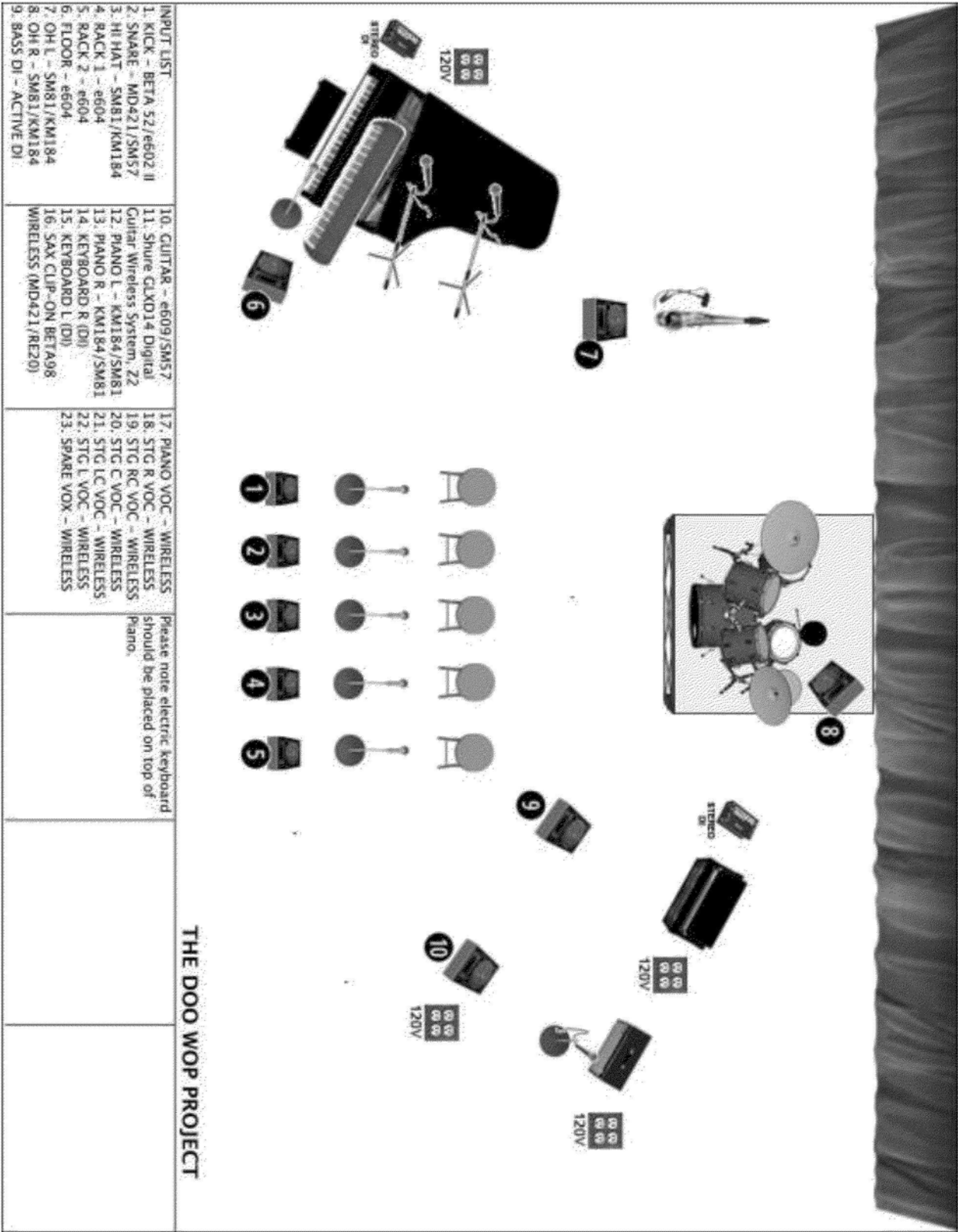
FIVE (5) Source Four (19° or 26°) or equivalent lighting focused as a special on each downstage microphone position.

FIVE (5) Source Four (19° or 26°) to be focused on each musician as per attached stage plot.

SIX (6) par 64 sized LED fixtures to be placed on the floor at the rear of the stage

SIX (6) moving lights

Stage Plot:



Input List:

1. KICK - BETA 52/e602 II
2. SNARE - MD421/SM57
3. HI HAT - SM81/KM184
4. RACK 1 - e604
5. RACK 2 - e604
6. FLOOR - e604
7. OH L - SM81/KM184
8. OH R - SM81/KM184
9. BASS DI – ACTIVE DI
10. GUITAR - e609/SM57
11. Shure GLXD14 Digital Guitar Wireless System, Z2
12. PIANO L - KM184/SM81
13. PIANO R - KM184/SM81
14. KEYBOARD R (DI)
15. KEYBOARD L (DI)
16. SAX – CLIP-ON BETA98 WIRELESS (MD421/RE20)
17. PIANO VOCAL – WIRELESS
18. STAGE RIGHT VOCAL – WIRELESS
19. STAGE RIGHT CENTER VOCAL – WIRELESS
20. STAGE CENTER VOCAL – WIRELESS
21. STAGE LEFT CENTER VOCAL – WIRELESS
22. STAGE LEFT VOCAL – WIRELESS
23. SPARE VOX – WIRELESS

AGREED AND ACCEPTED BY:

PURCHASER:

THE DOO WOP PROJECT LLC

Signed by:

493866F0BC3F425...

NAME: Ellen Roberts

DATE: 9/17/2024



Dominic Nolfi, Partner

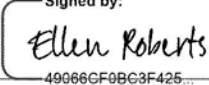
DATE: 03 / 09 / 2024

This Rider shall form an integral part of this entire agreement as set forth above. By signing it, Purchaser agrees to provide and furnish Artist with all of the foregoing which Artist has deemed essential to the performance. Any breach of the terms and conditions of this rider shall be considered a breach of the entire Agreement.

ACCEPTED AND AGREED TO:

College of DuPage

The Doo Wop Project LLC

Signed by:

49066CF0B03F425...
~~Molly Junokas~~ Ellen Roberts
College of DuPage VP Administrative Affairs
9/17/2024



Dominic Nolfi
The Doo Wop Project

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 **The Doo Wop Project 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.

Per 18, written permission has not been granted for each song, but music licensing is covered

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.

Artist can do a brief pre - show sponsor meet and greet if desired.

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

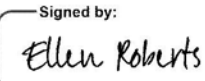
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

03 / 09 / 2024
Date: _____

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





Date: 9/17/2024

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

Title	BiCoastal Doo Wop contract, rider and MAC rider
File name	BiCoastal Doo Wop...and MAC rider.pdf
Document ID	d9cdb30eab3d12829402c3ceed2a5bbbc765b489
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document History

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 SIGNED	03 / 09 / 2024 14:38:09 UTC-4	Signed by Dominic Nolfi (nolfidominic@gmail.com) IP: 174.216.208.31
 COMPLETED	03 / 09 / 2024 14:38:09 UTC-4	The document has been completed.