

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1190403
Vendor Name: Mermaid Theatre of Nova Scotia
Invoice Number: TR25-MOONBAL -
Invoice Date: 12/16/2024
PO Number:
Check Number: 0333548
Check Amount: \$ 5,740.00
Check Date: 01/07/2025
Voucher Number: V0864296
Document Type: AP Invoice

Document Below

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

Mermaid Theatre check request \$5740

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

Mon, Dec 16, 2024 at 09:19 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

MTNS check request 5740 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.

Shaw Entertainment Group

Contract Number: GNM 160125

This Agreement is made **July 10, 2024**, between **Mermaid Theatre of Nova Scotia** (hereinafter referred to as the Artist) located at **P.O. Box 2697, Windsor, NS B0N 2T0 Canada**, and the undersigned purchaser (hereinafter referred to as the Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following Engagement upon all the terms and conditions hereinafter set forth:

1. Show Billing: **Goodnight Moon & The Runaway Bunny**
100% headline

2. Purchaser: **McAninch Arts Center**
Address: **College of DuPage**
425 Fawell Boulevard
Glen Ellyn, IL 60137
Contact: **Diana Martinez**
Phone: **(630) 942-3007**
Email: **martinezd59@cod.edu**

3. Venue: **McAninch Arts Center**
Address: **College of DuPage**
425 Fawell Boulevard
Glen Ellyn, IL 60137

4. Details of Engagement:

Load In: **Thursday, January 16, 2025 @ TBA**
No. of Show(s): **Two (2)**
Show schedule: **Thursday, January 16, 2025 @ 9:45 & 11:30am**

Any changes from the schedule detailed above must be approved by the Artist. This includes the addition of meet & greets, workshops, press events, etc.

5. Contract Due: **September 4, 2024**

6. Artist's Fee:
Total: **Seven Thousand Dollars (US\$7,000)**

Initial Payment: **One Thousand Two Hundred & Sixty Dollars (US\$1,260)**
Initial Payment Due: **December 5, 2024**, due by College check or ACH
Payable To: **Shaw Entertainment Group, LLC (#26-3056257)**
Sent To: **Shaw Entertainment Group, PO Box 688, Great Barrington, MA 01230**
Bank Details for ACH:
Bank name: **Berkshire Bank**
Branch Address: **244 Main Street, Great Barrington, MA 01230**
Account name: **Shaw Entertainment Group, LLC**
Account #: **121117080**
Routing #: **211871691**
SWIFT Code: **BERKUS33**

Payment includes booking fee, creation and delivery of marketing materials, a portion of pre-production expenses, rehearsals, along with travel planning and is non-returnable.

Shaw Entertainment Group

Balance: **Five Thousand Seven Hundred & Forty Dollars (US\$5,740)**
Balance Due: Payable by Electronic Funds Transfer on the day of the first performance.
Payable to: Mermaid Theatre of Nova Scotia (#98-0367731)
Bank Name: Canadian Imperial Bank of Commerce
Bank Address: 66 Gerrish St, Windsor, NS B0N 2T0, CANADA
SWIFT BIC Code: CIBCCATT
Institution #: 0010
Transit #: 00233
Account Number: 0200212
Account Name: Mermaid Theatre of Nova Scotia
Account Address: PO Box 2697, 132 Gerrish Street, Windsor, NS B0N 2T0 CANADA

7. Hotel/Travel/Rider: Purchaser to provide **three (3) rooms for one (1) night**, tech requirements, and hospitality per rider at no cost to Artist.

8. Intentionally deleted.

9. The Additional Terms and Conditions set forth in any riders attached to this Agreement are incorporated into and made a part of this Agreement to either replace or supplement the terms thereof. Should there be any inconsistencies between the Additional Terms and Conditions and subsequent attachments, the Additional Terms and Conditions shall be controlling.

10. Purchaser agrees to be responsible for providing at its own expense:

- a. The Venue (well-heated or air conditioned, lighted, clean and in good order) at the above Load-In time.
- b. Venue security, ushers, and front-of-house staff.
- c. Clean and adequate dressing rooms for the Artist.
- d. One (1) Complimentary parking area or space in proximity to the venue's loading area or a pre-paid parking pass for the Artist's touring vehicle within reasonable walking distance to the venue.

11. All final technical load in and load out times, house opening times, as well as final performance schedule, must be approved by Artist. Any changes to show times or schedule must also be approved in advance by Artist in writing a minimum of 30 days prior to the first performance. Any advance questions should be directed towards the touring Stage Manager (contact details to follow).

Please note: Mermaid's artists are Canadian Equity (CAEA) members and require a one (1) hour meal break after five (5) hours of work. Their day begins when they leave the hotel, and the one (1) hour break does not include travel time. In most instances, adding this meal break after the second show, and before load-out, will solve any problems. Thank you for being considerate of their need for a meal break.

The stage manager will confirm Artist's approved break times when advancing the show.

If a meal break infringement occurs due to the Purchaser's performance schedule, delayed performances due to school bus arrivals, venue personnel break schedule (including IATSE), Purchaser will be invoiced according to the CAEA infraction rate of \$161.25 per hour, or portion thereof, until a meal break begins. This should be added to the balance due Artist.

Shaw Entertainment Group

12. Marketing: The only approved artwork for this production is available here:

<https://bit.ly/MTNS-GNM-Presenter-Tool-Kit>

PURCHASER AGREES ONLY TO USE THE APPROVED ARTWORK TO MARKET THE SHOW. The hi-res photos may be used as support marketing and promotional video (when available) as found on the Artist's website may be used as well. Purchaser agrees to submit all artwork and promotional material related but not limited to the Engagement to the Artist for final approval.

Purchaser acknowledges that promotional materials are for non-commercial use only and agrees to adhere to the following guidelines:

- a. Video footage may only be used for current affairs broadcast or Purchaser website and each use is subject to a maximum length of three minutes.
- b. Photographic images and recorded soundtrack excerpts may only be reproduced as part of the Purchaser's regular marketing and may not be reproduced in any other context.
- c. Any penalties or costs incurred by the Artist, as a result of a misuse of promotional materials by the Purchaser in violation of the above limitations will be the financial responsibility of the Purchaser.
- d. Purchaser agrees that no filming, taping, recording, or reproduction of any sort will be made of the Engagement or any element of the work thereof without the prior written consent of the Artist.
- e. Notice of recording must be provided at least 48 hours prior to performance in writing to the Artist.

13. Purchaser agrees to take responsibility for all ticket sales and advertising of the Engagement.

14. Purchaser agrees to provide Artist with 4 complimentary tickets for each performance of the Engagement (to be assigned to the first 12 rows or the center orchestra section at the venue). The Stage Manager will confirm if complimentary tickets are necessary within 7 days of performance. If the comp tickets are not used, the Purchaser may resell them.

15. Force Majeure: If either party is prevented from performing the obligations created by this Agreement because of illness, Acts of God (defined as fire, flood, accident, riot, order of any authority or any other calamity), or if by reason of strikes or lockouts beyond the control of Purchaser, delay of common carrier, disruption of air traffic, or any other cause beyond the control of either of the parties, neither party shall be liable for the balance of the contract, and Artist shall retain all monies paid up to date of the Force Majeure cancellation.

Notwithstanding the foregoing, if Purchaser cancels due to inclement weather within 48 hours of Engagement, if Artist is otherwise ready, willing, and able to perform, Purchaser will pay Artist the full amount of the Artist's Fee set forth in this Engagement Agreement.

16a. Purchaser acknowledges that Artist operates under the Canadian Theatrical Agreement (CTA) hiring actors who are members of the Canadian Actors Equity Association (CAEA) and may require certain accommodation or mitigation actions related to the COVID-19 pandemic in order to comply with CTA requirements. Due to the nature of the COVID-19 pandemic, it is impossible to determine what, if any, mitigation efforts will be required as of the date of the performances described in this Engagement Agreement. Should it prove impossible for Purchaser to comply with any applicable CTA requirements, the parties agree that such impossibility shall constitute a Precipitating Circumstance under the terms of the Engagement Agreement.

16b. Purchaser acknowledges that an inherent risk of COVID-19 exposure exists in any place where people are present and voluntarily assumes all risk associated with any such exposure in connection with any in-person services to be provided. Purchaser agrees to comply with any then-current health and safety protocols and holds

refund any deposit payments, less
cost of purchased plane tickets c
other form of non-refundable trav
arrangements - OR both
parties will make
every effort to reschedule date
within 18 months at
the same terms. See
MAC Rider #9



Shaw Entertainment Group

Artist harmless from any exposure to Purchaser, Purchaser's employees, or other individuals under Purchaser's authority or control.

17. Notwithstanding cause, if the show is cancelled by the Purchaser after this Agreement has been signed, one of the following conditions will apply:

- a. If cancellation occurs within seven days of the Performance, Purchaser shall remit Artist's full fee.
- b. If cancellation occurs more than eight days prior to the Performance date, Purchaser shall remit 75% percent of Artist's full fee.
- c. Purchaser and Artist agree to make best efforts to reschedule Performance, subject to Artist and Purchaser availability. If performance is rescheduled, new terms may require renegotiation, and an additional Performance fee shall apply.

18. Purchaser agrees to maintain public liability and property damage insurance in respect to the Engagement in a minimum amount of \$2,000,000 to insure against, among other things, liability for death of or injuries to the Artist and loss or damage to personal property. Artist shall provide Certificate of Insurance, naming College of DuPage and Endorsement Page, see MAC Rider #8

19. The Artist reserves the right to acknowledge its corporate and government sponsors in house programs and lobby signs where appropriate.

20. Purchaser agrees that no other persons will perform with Artist or prior to or subsequent to Artist without the prior written consent of the Artist and in no event will advertising of the Engagement include references to performers other than the Artist without prior written consent of the Artist.

21. For the duration of the Engagement the Purchaser agrees that the venue will be exclusively available to the Artist. If the Artist is booked for more than one day, any other activity, which would require the strike of any portion of Artists' set will require advance notification and will only be allowed on a case-by-case basis.

22. In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth.

23. It is expressly understood by the Purchaser and the Artist(s) named herein that neither Shaw Entertainment Group, LLC nor any of its principals are parties to this contract and therefore, neither Shaw Entertainment Group, LLC nor any of its principals shall be liable for the performance or breach of any provision hereof.

* * *

By its signature hereunder, Purchaser agrees to the terms of this contract and acknowledges that the Technical Rider containing Additional Terms and Conditions necessary to the presentation of the Artist are attached hereto and are integral parts of this Agreement.

Signatories may sign separate copies of this Agreement, and the fact that signatures appear on different pages will not affect the binding nature of the Agreement. Faxed or scanned copies of signature pages shall have the same legal effect and import as original signatures.

Shaw Entertainment Group

AGREED AND ACCEPTED:

Purchaser

College of DuPage

McAninch Arts Center

Signed by:
by Ellen Roberts
498666CF88C9F425...

12/12/2024
date _____

Artist

Mermaid Theatre of Nova Scotia

by SS
Simon Shaw, Agent

12/3/24
date _____

Shaw Entertainment Group

Engagement Information Sheet

Artist: Mermaid Theatre of Nova Scotia
Show: **Goodnight Moon & The Runaway Bunny**
Load-in: Thursday, January 16, 2025 @ TBA
Show Date: Thursday, January 16, 2025 @ 9:45 & 11:30am

Purchaser: College of DuPage/McAninch Arts Center
Venue: McAninch Arts Center
Located at: College of DuPage
425 Fawell Blvd, Glen Ellyn, IL 60137

Contact: Diana Martinez
Phone: (630) 942-3007
Email: martinezd59@cod.edu

Stage Door: _____
Loading Dock: _____

Technical Contact:
Name: Joe Hopper
Phone: 630-942-2913
Email: hopper@cod.edu

Hotel/Hospitality Contact:
Name: Joe Hopper
Phone: _____
Email: _____

Venue Notes:

Hotel Information:
****Please be sure to fill out this section fully.** If you are unable to book rooms at the time of this contract, please provide the name of the hotel you intend to use. **This information is due as soon as possible and no later than July 31, 2024.**

Name: DoubleTree by Hilton Lisle Naperville
Address: 3003 Corporate Dr W Lisle, IL 60532
Phone: _____
Room Rates: _____
Confirmation Numbers (If available): _____

Mermaid Theatre of Nova Scotia

The Runaway Bunny and Goodnight Moon– Stories by Margaret Wise Brown

Working Draft: 2024-25 Technical/Hospitality Requirements

NOTE- This rider may not be changed in any way without permission of Mermaid Theatre of Nova Scotia.

Version 03.08.2024

COMPANY

- Cast of two performers and one stage manager (total 3 persons).

RUNNING TIME

- One-hour performance **including** Question and Answer period (if time permits).
- Start times: because of their tight travel schedule, the Artist would appreciate close adherence to start-times. If the performance is late in commencing, it is possible that the Question and Answer period may need to be cancelled. This will be at the stage manager's discretion.

ACCESS

- Mermaid's stage manager will contact the Purchaser in advance of the Engagement to confirm the Artist's arrival time, technical requirements, and to answer any questions.
- The Artist travels in an over-height, over-length cargo van (26' L x 9'3"H) which will require parking.
- **We require a minimum total of 4 persons for load in/out and set up.**
 - Breakdown of the 4 persons is as follows: 1 Lights, 1 Sound, and 2 others to assist with setup of puppets and curtain units. **Please note:** only lighting tech and sound tech are needed for the running of the show.
- Stage area, loading doors and dressing rooms need to be cleared to allow the Artist to set up immediately upon arrival and up to 90 minutes following the performance.
- Stage must be swept and mopped just prior to the Artist's arrival.
- No food or beverages should be permitted on stage.
- **Set-up: UP TO 2 HOURS, plus ½ hour house. Strike: up to 90 minutes.**
- Mermaid's artists are Canadian Equity members and **require a one (1) hour meal break after five (5) hours of work. Their day begins when they leave the hotel, and the one (1) hour break does not include travel time.** In most instances, adding this meal break after the second show, and before load-out, will solve any problems. Thank you for being considerate of their need for a meal break.
- The stage manager will confirm Artist's approved break times when advancing the show.
- If a meal break infringement occurs due to the Purchaser's performance schedule, delayed performances due to school bus arrivals, Venue personnel break schedule (including IATSE), Purchaser will be invoiced according to the Canadian Actors Equity Association infraction rate of \$161.25 per hour, or portion thereof, until a meal break begins. This should be added to the balance due Artist.
- We require advance notice of any striking and resetting when our set is in place over-night.

PHYSICAL REQUIREMENTS

- **MINIMUM DIMENSIONS OF STAGE – 35' wide x 30' deep x 14' high.** These dimensions refer to an unimpeded space, free of hanging lights or heating ducts. Please ensure wings are cleared.
- A darkened auditorium is necessary and a black stage floor preferred.
- Artist travels with a self- supporting, free standing set.
- House masking to be provided by Venue: Legs, travelers, and borders, preferably black. We will require the downstage masking to create a 28' opening. Please have hung prior to the Artist's arrival after discussion with the stage manager regarding set placement.
 - Pipe and drape will also be acceptable. Stage manager will confirm masking specifications prior to Engagement date.

PHYSICAL REQUIREMENTS continued

- Two (2) dressing rooms for three people, the rooms should have mirrors, chairs, tables and lights. They should be clean, well lit, lockable and ready for the Artist upon arrival and up to 120 minutes after the performance.
- Toilets and sinks, with paper towels and soap, must be in close proximity.
- Availability of stage weights

ELECTRICAL/LIGHTING

- Artist requires the service of a professional lighting technician to operate the Venue's lighting.
- A dimmable house lighting system will be required.
- A lighting plot, channel hookup, instrument schedule and stage plot will be provided by the stage manager upon request that will be used in addition to the house plot.
- The Artist travels with two (2) single fluorescent units, four (4) double fluorescent units, and two (2) American DJ fluorescent lights that require one non-dimmable circuit. There are also two (2) 705 Altman lamps to be hung in the FOH and boom boxes when available. The stage manager upon arrival will determine location.
- Please provide running lights stage right, left, and upstage.
- Pre-hang all lights whenever possible.
- Any additional technical requirements or changes will be provided in an updated technical rider to be finalized at a later date.

SOUND

- The Artist will use the house sound system and requires the service of one professional sound technician to operate the Venue's sound.
- We will provide playback technology, with stereo XLR outputs to be patched into the house system.
- Sound will be run from our equipment backstage.
- We require a microphone (wireless if available) for the Question and Answer session after the performance.
- Playback will be run through the front-of-house speakers. We require two monitors for the performers that should be placed stage left and stage right, in consultation with the stage manager upon arrival.
- **It is important that all sound be set up and operational before the Artist arrives.**

HOSPITALITY

- Accommodations; (when applicable, per Agreement) 3 single hotel rooms of 3-star quality or better, within a 20-mile radius of Venue. Purchaser agrees to advance hotel details to the Artist directly, no less than 3 months prior to performance date.
- Plenty of bottled water or potable water source and coffee/tea should be made available.
- The Purchaser is to supply a light lunch (i.e. veggie/fruit platter, soup, sandwiches). Please confirm any dietary restrictions with the stage manager prior to arrival.
- The Purchaser is to supply an evening meal on days with performances after 5pm.

SIGN LANGUAGE INTERPRETER

- The Artist should be notified in advance if sign language interpreters are to participate. Signers should be located off the edge of the stage, audience left or right and dimly lit with an isolated "special" blue gel. A copy of the script is available for interpreters upon request.

COMPLIMENTARY TICKETS

- Please note that the Artist's request for complimentary tickets is covered under the terms of our Agreement and will not normally be waived. The Purchaser will be prepared to release these seats upon request two week prior to the Engagement.

MEET AND GREET

- The Artist will be pleased to accept requests to “meet and greet” special guests. Should this activity be scheduled following a final performance, it will be essential to have extra crew on hand to facilitate a prompt load-out following the event. Please contact the stage manager in advance if a meet and greet is requested.


IMPORTANT

- The balance payment shall be payable by Electronic Funds Transfer to Mermaid Theatre of Nova Scotia – bank details to follow.
- House counts and any relevant publicity materials (posters, programs, press releases, etc.) must be made available to the stage manager before the Artist’s departure.
- In the interest of safety, we would appreciate having the audience away from the performance and working area as our equipment and set pieces are fragile. However, with advance notice supervised visitors are most welcome at the close of the show.
- **Photography and video recording are prohibited during the performance but are permitted during the Question & Answer session at the end of the performance.**
- For school performances, a number of evaluations will be handed out to teachers. These will be provided upon the Artist’s arrival. Digital copies are available in advance upon request.
- The Artist does not travel with any merchandise.
- **Mermaid Theatre of Nova Scotia has a zero tolerance policy for harassment. If a Mermaid company member feels harassed by a Venue staff member they will immediately inform the stage manager who, accompanied by the complainant, will bring the matter to the attention of the person in authority on deck, or to the Purchaser, and ask that the person responsible for the harassment be released from the crew call.**
- **The company reserves the right to refuse to perform should the conditions within this rider not be met and or alternate conditions are not agreed upon prior to the Engagement by both parties. The Purchaser is still responsible for the full performance fee to the Artist should the Purchaser fail to meet the terms of this Rider or fail to make alternate conditions both the Artist and Purchaser agree to prior to the Engagement.**

FOR MORE INFORMATION

- Please contact us if your Venue doesn’t meet technical requirement specifications or if you require any other details or information about the production. We can be reached by telephone at 902.798.5841 (toll-free at 800.272.9216); by fax at 902.798.3311; or by email at puppets@mermaidtheatre.ca
- Please include P.O. Box number on any postal mail. Our mailing address is
Mermaid Theatre of Nova Scotia / P.O. Box 2697 / Windsor, NS B0N 2T0 / CANADA

Understood and Agreed to by:

Signed by:

49066CF08C3F425...
PURCHASER

12/12/2024

Date



MERMAID THEATRE OF NOVA SCOTIA

12/3/24

Date

STAGE PLOT

MERMAID THEATRE OF NOVA SCOTIA
THE RUNAWAY BUNNY AND GOODNIGHT MOON -
STORIES BY MARGARET WISE BROWN

DRAFTED BY : STRUAN ROBERTSON

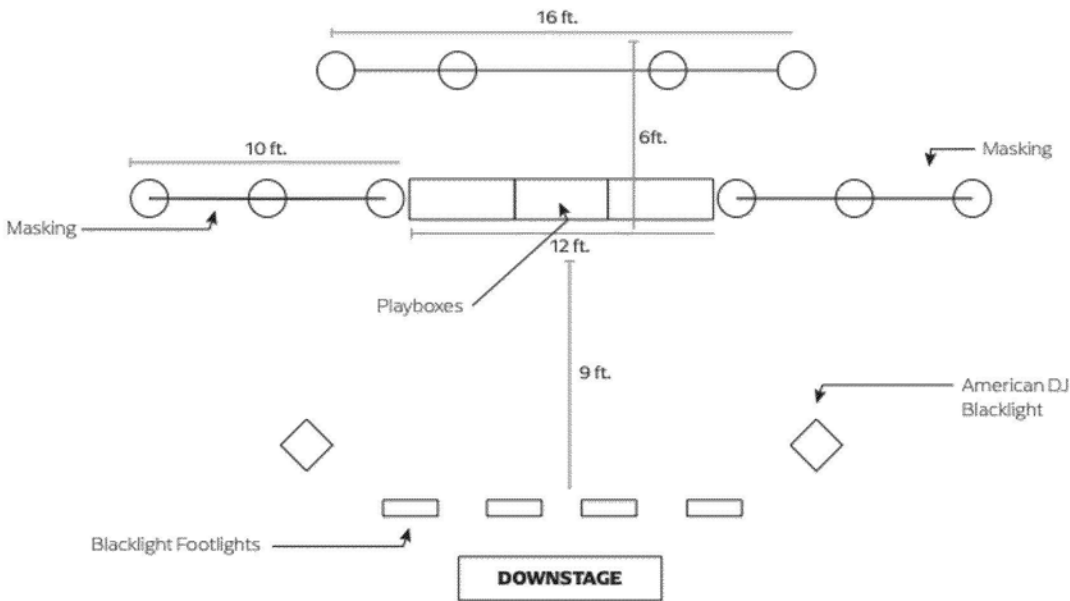
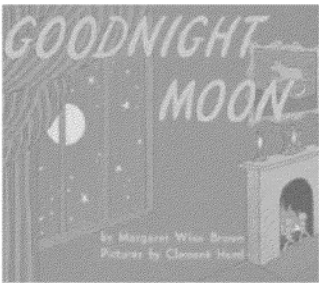
Version : 06/03/2024

IDEAL STAGE DIMENSIONS (ft.)

WIDTH : 35'

DEPTH : 32'

HEIGHT : 14'



McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Monday October 21, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Mermaid Theatre of Nova Scotia** (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.~~

The performance under this agreement are school performances.

COLLEGE OF DuPAGE
McAninch Arts Center

ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: **12/3/24**

Signed by:
By: 
49000CF00C9F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: **12/12/2024**

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