

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1455301
Vendor Name: Mills Entertainment, LLC
Invoice Number: TR25-CAND
Invoice Date: 12/20/2024
PO Number:
Check Number: 0333830
Check Amount: \$ 14,000.00
Check Date: 01/22/2025
Voucher Number: V0865637
Document Type: AP Invoice

Document Below

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

Mills Entertainment \$14000 check request

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

Wed, Jan 15, 2025 at 06:12 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

Mills Colin and Brad check request 14000 deposit ksmjdm.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.



468 Broadway Suite C, Saratoga Springs, NY 12866
(518) 306 - 4333

ENGAGEMENT CONTRACT

Agreement made this 23rd day of October 2024 between Mills Entertainment, LLC f/s/o Colin Mochrie and Brad Sherwood (hereinafter referred to as "PRODUCER") and McAninch Arts Center at College of DuPage 425 Fawell Blvd., Glen Ellyn, IL 60137 (hereinafter referred to as "PURCHASER"). It is mutually agreed between the PURCHASER and the PRODUCER as follows:

NAME OF SHOW/ATTRACTION: Colin Mochrie & Brad Sherwood: Asking for Trouble
100% Headline

PLACE OF ENGAGEMENT: McAninch Arts Center in Glen Ellyn, IL

BUYER'S REPRESENTATIVE: Diana Martinez martinezd59@cod.edu; 630-942-3007

DATE(S): Sunday, March 9, 2025
Number of Shows: 1
Time of Show(s): 4:00 PM
Length of Performance: 90-120 minutes

TICKETS: Gross Potential: \$44,130.00
Total Capacity per Show: 820
Average Ticket: \$53.82

FULL PRICE AGREED ON:

\$28,000.00 Guarantee
PLUS \$500 Ground Buyout
PLUS \$1,000 Bonus at 780 Tickets Sold
PLUS hospitality per technical rider requirements
PLUS all technical rider requirements

PURCHASER shall make payments as follows (Payable by ~~Cashier's Check or Certified Check~~). All payments should be made to **MILLS ENTERTAINMENT, LLC (Fed ID#47-3713871)**.

- a) Signed contracts due ~~December 15, 2024~~.
- b) A 50% (\$14,000.00) deposit due ~~December 21, 2024~~.
- c) The remaining balance of \$14,000.00, the \$500 buyout and \$1,000 Bonus, if applicable, due immediately prior to the first performance. Applicable overages are due within five (5) business days of engagement.

ADDITIONAL TERMS: No merchandise will be sold.

PURCHASER OFFER, CONTRACT AND TECHNICAL RIDERS ATTACHED HERETO ARE HEREBY MADE PART OF THIS CONTRACT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PRODUCER:

by: Rochelle Belfi 12/16/2024
Mills Entertainment, LLC Date
f/s/o Mochrie and Sherwood

PURCHASER:

by: Ellen Roberts 12/19/2024
40066CF08C3F425 Date
Diana Martinez
McAninch Arts Center at College of DuPage



This contract rider is hereby attached to and made a part of Contract dated this 22nd day of November 2024 between Mills Entertainment, LLC (hereinafter referred as "PRODUCER") and ~~McAninch Arts Center at~~ College of DuPage (hereinafter referred to as "PURCHASER"). PURCHASER understands that failure to follow PRODUCER's provisions contained herein could result in PURCHASER being in default of said contract.

1. BILLING

ATTRACTION shall receive **100% Headline** billing in all advertising and publicity, including but not limited to airtime, newspapers and trade ads, flyers, posters, billboards, marquees, ticket brokers and promotional websites, etc.

Billing for this performance shall read:

Colin Mochrie & Brad Sherwood	(100%)
Asking for Trouble	(50%)

2. MARKETING & ADVERTISING

PURCHASER must follow the marketing guidelines set forth in the marketing memo. PRODUCER shall have the right of approval of all press and publicity in regards to this engagement. **PURCHASER must use approved promotional materials for all advertising.** PURCHASER must start advertising of this engagement no less than sixty (60) days prior to play date.

ABSOLUTELY NO ADVERTISING UNTIL FIRST DEPOSIT IS PAID, WITHOUT PRIOR WRITTEN APPROVAL FROM PRODUCER.

Pixels: PURCASHES agrees to allow PRODUCER to create and embed pixels on venue purchase pages where possible. The data derived from this will allow PRODUCER to effectively target behavior, in addition to demographics, as we build digital campaigns. Using this data, we're able to advise on customized digital approach for each market.

3. INTERVIEWS

Artists shall make themselves available for press interviews for newspapers, radio, and television only after prior written approval of PRODUCER. Please send interview requests to interviews@millsentertainment.com.

4. MEET & GREET

PURCHASER shall not commit ATTRACTION to any meet and greet, personal appearances, interviews or any other type of promotion without the prior written consent of ATTRACTION or PRODUCER's management. There shall be no press parties or appearances before the show without the express permission of the PRODUCER.

Any Meet & Greets that have prior approval shall last no longer than twenty (20) minutes and PURCHASER must have an authorized person present to supervise and keep track of the time. When twenty (20) minutes is up, the authorized person shall politely announce that the Meet & Greet is over and escort ATTRACTIONS backstage.

5. OPENING ACTS/SPECIAL PERFORMANCES

Absolutely no opening acts will be permitted nor shall any appearance be scheduled without prior written approval of PRODUCER. The show duration is 90-120 minutes and may include an intermission.

**CONTRACT RIDER****Colin Mochrie & Brad Sherwood: Asking for Trouble****Page 2 of 5****6. LOCAL CORPORATE SPONSORSHIP**

Corporate identification, underwriting or sponsorship may not be displayed in any manner without prior written approval.

7. TOUR SPONSORSHIP

PRODUCER retains the exclusive right to assign a tour sponsor(s) at any time during the promotion of the engagement. In the event that sponsorship is awarded, the PURCHASER will be notified of the sponsorship agreement, and the sponsor's logo must appear in all advertising and promotion in relation to the event. In addition, the sponsor will be entitled to couponing and/or sampling on the evening of the engagement. Also, the sponsor must be allowed to display a banner at the venue on the night of the engagement.

8. REPRODUCTION OF PERFORMANCE

NO part, portion or segment of ATTRACTION's performance rendered hereunder may be broadcast, photographed, recorded, filmed, taped or reproduced, either through audio or visual means, without the express written permission of the PRODUCER. Large screens broadcasting a live feed of the show will be permitted to the side of the stage, not directly behind the stage. PURCHASER will deny entrance to any persons carrying audio or video recording devices.

9. SCALING

PURCHASER shall make current ticket counts and gross sales revenue available to the PRODUCER upon request at any time during, and following, the promotion of the engagement.

When dealing in percentage and bonus monies, the specific capacity, gross potential, and ticket price breakdown of the facility where PRODUCER is to perform under this agreement must be clearly printed on the face of the contract. If PURCHASER charges more than the agreed upon ticket price stated on the face of this contract, the PRODUCER will receive 100% of the difference between the contract price and the amount of the actual ticket charge.

10. COMPLIMENTARY TICKETS

PURCHASER shall provide PRODUCER with ~~thirty (30)~~ complimentary tickets per show, ~~twenty (20)~~ tickets in the first price level and ~~ten (10)~~ tickets in the second price level, for use of the ATTRACTION and PRODUCER/sponsors, the unused portion of which may be placed on sale the day of the performance with the permission of the PRODUCER. PURCHASER may allocate up to one percent (1%) of the house capacity as complimentary tickets for PURCHASER's use (not including any ATTRACTION/producer/tour sponsor comps). No complimentary tickets, beyond this one percent allocation, may be issued by the PURCHASER without prior permission from PRODUCER.

11. CONTROL OF PRODUCTION

PRODUCER shall have the sole and exclusive control over the production, presentation, and performance of the entertainment unit in connection with the engagement. It is specially understood and agreed that a representative of the PRODUCER shall have the sole and absolute authority in directing personnel operating all lights and sound equipment during rehearsal and each performance scheduled hereunder.



12. SECURITY

PURCHASER shall insure proper backstage security and escort for ATTRACTION for the duration of the engagement as specified in the attached Technical Rider.

13. INDEPENDENT CONTRACTOR

It is agreed that the PRODUCER signs this contract as an independent contractor and not as an employee. This contract shall not in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make the PRODUCER liable in whole or in part for any obligation that may be incurred by the PURCHASER in the PURCHASER's carrying out any of the provisions hereof or otherwise.

14. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, PURCHASER hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the engagement hereunder.

15. FORCE MAJEURE

- a. PRODUCER's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability of ATTRACTION to perform, accident, interruption or failure of means of transportation, act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond PRODUCER's control.

Provided PRODUCER and ATTRACTION are on-site, ready, willing and able to perform, PURCHASER agrees to compensate PRODUCER in accordance with the terms hereof regardless of act of God, fire accident, riot, strike or any event or events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events, which would prevent or interfere with the presentation of the show hereunder.

16. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence and the PURCHASER shall remain liable for payment of the full contract price if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe EXCEPT in the event of a government declared state of emergency, in which both parties will be released of their obligations hereunder.

17. CANCELLATION

PRODUCER shall have the right, upon thirty (30) days' notice, to cancel the engagement in the event ATTRACTION has been retained to appear in any motion picture, television motion picture, television series or special and/or any Las Vegas, Reno Tahoe or Atlantic City type engagement, and/or any national or international tours.

18. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party and their employees, contractors, and agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim, demand, or action made by any third party, if such



is/are sustained as a direct result or indirect consequence of the engagement, EXCEPT to the extent that any claim is caused by the gross negligence or willful misconduct of the other party.

19. INSURANCE

PURCHASER agrees to provide and maintain the following insurance coverage for its own operations, in amounts not less than specified, and that such insurance shall be in full force and effect throughout the duration of the engagement (including load-in and load-out):

- a. Statutory Workers' Compensation including Employers Liability Insurance, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00), affording coverage under the Workers' Compensation laws of the applicable states.
- b. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence Bodily Injury and Property Damage combined; One Million Dollars (\$1,000,000.00) per occurrence Personal and Advertising Injury; One Million Dollars (\$1,000,000.00) aggregate Products and Completed Operations Liability; One Hundred Thousand Dollars (\$1,000,000.00) Fire Legal Liability, and Two Million Dollars (\$2,000,000.00) general aggregate limit per location. This policy shall be written on an occurrence basis.
- c. Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) combined, covering all owned, non-owned and hired vehicles.
- d. Umbrella Liability Insurance with not less than Two Million Dollars (\$2,000,000.00) limit providing excess coverage over all limits and coverages notes in paragraphs (b) and (c) above. This policy shall be written on an occurrence basis.

PURCHASER shall list on its policies (b), (c) and (d) above Mills Entertainment, LLC it's parents, partners, affiliates and subsidiaries, and their respective officers, directors, employees, agents and representatives as "Additional Insured" with respect to any and all claims arising from the acts or omissions of the named insured in connection with the named insured's performance under this Agreement. PURCHASER will deliver to PRODUCER ~~not later than thirty (30) days prior to the performance~~, satisfactory evidence of afore described insurance coverage on a certificate form. All required insurance will be placed with carriers licensed to do business in the applicable state and will provide thirty (30) days written notice of cancellation or non-renewal.

20. TAXES

PURCHASER shall pay and hold PRODUCER harmless of and from any and all taxes, fees, dues, and the like relating to the engagement hereunder and the sums payable to PRODUCER shall be free of such taxes, fees, dues, etc.

21. PROPERTY

PURCHASER will notify PRODUCER in writing of any property left behind and allow PRODUCER five (5) business days to claim prior to property being deemed abandoned.

If PRODUCER'S property is lost or damaged by PURCHASER or any of PURCHASER'S employees, volunteers, agents and/or representatives, PURCHASER will repair or, if repair is not feasible, replace the damaged item(s). If a claim is filed, each Party will cooperate in a timely manner providing the Insurance Carrier with the requested documentation for said claim(s).



22. DATA

~~Within forty eight (48) hours of engagement date PURCHASER will provide PRODUCER with:~~

- ~~1. An Excel spreadsheet of ticket buyer data to include name, address, phone number and e-mail address.~~
- ~~2. A report of the per capita income for gross food and beverage sales.~~

23. FAILURE TO FULFILL OBLIGATIONS

In the event PURCHASER refuses or neglects to provide any of the terms stated herein, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price stated on the contract face.

24. GOVERNING LAW

This agreement shall be made and entered into in the State of ~~New York~~ and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein.

25. TICKET HOLDS

PURCHASER must notify PRODUCER, in writing, of all holds prior to pre-sale and on-sale. Prior to being held, the holds, must be approved in writing by the PRODUCER and must not exceed 5% of the house capacity unless otherwise approved in writing by the Parties.

26. ENTIRE AGREEMENT

This rider together with the contract attached constitutes the entire agreement between the parties and shall not be amended, altered, canceled, or in any way changed except by an instrument of writing signed by the parties. The PURCHASER is apprised and fully understands that all provisions of this agreement and compliance with all the PRODUCER and that PRODUCER shall have no obligation to perform and will not perform in the event all terms and conditions of this agreement are not adhered to. It is further understood that if PRODUCER is ready to perform and does not do so because of PURCHASER's breach, PRODUCER shall be entitled to the full amount which would have been payable in the event of performance.

AGREED TO AND ACCEPTED:

Signed By: Ellen Roberts 12/19/2024
 BY: 40066CF08C3F425...
 PURCHASER Date

BY: Rochelle Belfi 12/16/2024
 PRODUCER Date

Colin Mochrie & Brad Sherwood: Asking for Trouble
Mills Entertainment Rider
Revised 8/7/24

Tour Manager/Advance: Ethan Ullman / 518-368-8981 / ethan.ullman@millsentertainment.com

Show Length: Approximately 120 minutes with one 15-minute intermission.

Act 1: 60 – 75 min
Intermission: 15 min
Act 2: 45 – 60 min

Schedule:

Colin, Brad & Tour Manager arrival	3 hr 30 min before show start
Sound & light check with artists	3 hr before show start
Dinner	2 hr 30 min before show start
Doors	60 min to 30 min before show start

****The stage, audio and lighting must be set-up and pre-tested prior to arrival****

Basic Stage Requirements:

- ☐ Minimum of 18'-0" deep x 24'-0" wide. (These dimensions do not include the backstage area.)
- ☐ Any kind of carpeting on the stage will not be permitted.
- ☐ A mid stage black back drop curtain, not to exceed 25' from front lip of stage.
- ☐ The stage must be clean, level, and free of any excess stored equipment and/or scenery.
- ☐ Stage must have access to audience via stairs. Center stair units (No Railings) are preferred; if this is not possible, please line up as closely as possible to aisles. The audience members will use the stairs. Stairs must be safe, secure, and be true stair units.
- ☐ Please provide a 4-6' table in the wings with: a light, 4 power outlets, 1/8" stereo audio DI, VOG mic with switch, clear-com, and adjustable monitor for the stage manager.

Props:

Please confirm you can supply each of the following:

- ☐ Two (2) matching wooden flat top stools (placed center-stage, preferably black)
- ☐ Two (2) legal or letter-sized pads with lined, white paper (placed on stage manager table)
- ☐ Two (2) black sharpies (placed on stage manager table)
- ☐ Four (4) bottles of room temperature water (placed on stage manager table)

Sound:

- ☐ Adequate professional PA
- ☐ Four (4) high quality wireless Belt packs and receivers** **with TA4F connectors (Shure or Sennheiser preferred).**

THE WIRELESS BELT PACKS AND RECEIVERS ARE CRITICAL TO THE SUCCESS OF THE SHOW. THE PERFORMERS CANNOT PERFORM WITH HANDHELD MICROPHONES. NO SUBSTITUTES WILL BE ACCEPTED. – if you do not have a local vendor for these models, please contact Mills Entertainment for other options.

- ☐ **Brad and Colin travel with Countryman brand ear sets - Isomax E-6 (check compatibility at <http://countryman.com> and click on the link labeled "wireless")**
- ☐ Two (2) e6 microphones **with TA4F connectors** (as backup)
- ☐ Four (4) wireless handheld microphones (Prefer high quality SHURE) with Atlas stands (round base, straight stand)
 - ☐ Please ensure that the handhelds match in sound quality and volume prior to the artists arriving for sound check.
- ☐ One (1) switchable SM 58 microphone with a straight stand) (for offstage announce/VOG)
- ☐ Monitors
 - ☐ (2) Two upright (non-wedge) stage monitors placed in the downstage wing (left

and right). If the stage is a thrust stage, place monitors down-stage left and right on the thrust.

- ***For sound check, please start with nothing in this mix. Handhelds and playback will be added to the mix as needed.***
- *****No headset mics will be played through the monitors.*****
- (1) Monitor backstage for tour manager
 - ***Please include full house mix including everything the audience hears: handhelds, headsets, announce mic and playback in this mix***
- ☐ One stereo (1) DI with 1/8" cable for iPad - next to offstage announce mic on stage manager table.
- ☐ Music licenses are the responsibility of venue.
- ☐ **All sound equipment, including the hand-held wireless mics, and stands, and stage monitors, and mic packs should be installed, tested, and matched prior to the scheduled sound check.**

Lighting:

- ☐ Please provide the following cues on faders or subs:
 - **Full "front-wash" stage lighting, in addition to the follow spot lighting.**
 - Warm with amber and some color overhead preferred
 - Please make sure there is adequate lighting to cover the entire playing area.
 - This will be the look for 95% of the show.
 - Overhead Blue Wash
 - One special: Leko on first electric at center stage, 3'-5' from downstage edge of stage; focused as a top light (a "god spot") downstage center, 7'-8' diameter, with a focused hard-edge circle.
- ☐ Curtain-warmer up lights (or down-lights) on mid-stage traveler or upstage blacks
 - Prefer saturated deep blue, if available.
- ☐ Two (2) spotlights with qualified operators (Colin and Brad move constantly during the show) with R33 or similar and diffusion for a soft edge. Please adjust both spotlights' intensity to match each other.
- ☐ **All lighting equipment must be focused and tested prior to scheduled light check.**

Crew:

- ☐ Please supply the following for the running of the show:
- ☐ Two (2) follow spot operators
- ☐ One (1) sound engineer
- ☐ One (1) light board operator
- ☐ One (1) house light operator if houselights are not near board

Crew should be at venue and ready when artists arrive for sound check.

Communications:

We require one Clear-com or other reliable communications system, with fully functioning headsets. Please provide the following headset layout:

- ☐ Two (2) units for the follow spot operators
- ☐ One (1) unit for sound operator
- ☐ One (1) unit for light board operator
- ☐ One (1) unit for stage manager (backstage)
- ☐ One (1) unit at house lights if not at light board

Backstage Accommodations:

Purchaser to provide:

- ☐ One (1) star dressing room – to fit two people.
- ☐ One (1) comfortable and private green room.

These rooms should be clean, dry, well-lit, heated and/or air-conditioned, should contain at least four chairs, a couch (if possible) and shall be within easy access to clean, private lavatories which are supplied with soap, toilet tissue, and towels. PURCHASER shall be solely responsible for the security of items in the dressing rooms and shall keep all unauthorized persons from entering said area.

Catering: The following must be set up in the Green Room prior to sound check:

- ☐ Coffee (regular only)
- ☐ Half and half – no substitutes please (no powdered creamer)
- ☐ Splenda packets, stirrers, & napkins
- ☐ 4 coffee cups (12-ounce or larger, mugs or disposable)
- ☐ 10 bottles of water, cold
- ☐ 4 small cans (or small bottles) of pineapple juice
- ☐ 6 cans Diet Coke, cold
- ☐ 6 cans Coke Zero, cold
- ☐ 4 cans Sugar-Free Red Bull, cold
- ☐ 4 cans ginger ale, cold
- ☐ ~~1 six pack of Michelob Ultra glass bottles – cold and in cardboard carrying case~~
- ☐ 1 bucket of clean ice for drinking (separate from chilling ice)
- ☐ 6 drinking cups
- ☐ ~~1 bottle red wine with opener~~
- ☐ 1 pack mint gum
- ☐ 1 small bottle of Purell Hand Sanitizer
- ☐ 1 box Kleenex
- ☐ 1 plate of assorted cookies
- ☐ 5 Large plastic food zipper bags
- ☐ A standard deli meat and cheese platter (**no onions, tomatoes, pickles, olives**) with condiments (Mayonnaise and mustard) and sandwich rolls so Brad and Colin can make sandwiches after the show. Please also provide a separate & still-sealed vegetarian meat option (Tofurky slices or similar).

Dietary restrictions – NO OLIVES, NO TOMATOES, NO ONIONS

All beverages (especially the coffee) and the above should be set up in the Green Room prior to sound check.

Dinner:

- ☐ In addition to the above catering, the Artist requests a **dinner buyout in the amount of \$150.**
- ☐ Please provide a list of a few local favorite restaurants that are near the venue. It is our preference for someone at the venue to place our order and pick it up for us while we are finishing sound & light check. We will provide the dinner order and credit card upon arrival

to the venue.

Security:

One security officer is required to be positioned backstage with ARTIST for the entire duration of the stay. This individual should arrive by sound check and remain until ARTIST departs. This includes staying with ARTIST for any pre- or post-show meet and greets. The Security Officer should be **professional security personnel**, NOT an usher or volunteer.

Also, please provide ushers or security to assure no one goes on stage from the audience before or after the show.

Photo policy: No flash photography, no video.

Merchandise: No merchandise!

COVID-19 HEALTH AND SAFETY PROTOCOLS

VENUE shall adhere to ARTIST'S requested COVID-19 health and safety-related protocols including but not limited to the following:

- ☐ Please provide: COVID-19 compliant cleaning staff/sanitization materials and measures necessary to provide a safe environment.
- ☐ VENUE shall ensure that venue and all crew, personnel, and attendees are strictly abiding by all CDC recommended and government required COVID-19 cleaning protocols and safety guidelines.
- ☐ All Crew and Personnel that interact with the artists and the artists' team must adhere to the artist's COVID Safety protocol.
 - ☐ Where allowed by law, all backstage crew must be vaccinated.
 - ☐ Protocols will be determined at the time of advance with the artist representative and will be based on the current state of the pandemic in the area, CDC and government guidelines as well as artist preferences.
- ☐ VENUE will also agree to limit access to the backstage area to essential personnel only and there will be absolutely no access to the ARTIST's dressing room other than for ARTIST, ARTIST's crew or per ARTIST or ARTIST's representatives request while ARTIST is in the building and immediately prior to arrival (other than to sanitize ARTIST dressing room or provide any ARTIST rider requirements, if applicable). ARTIST's dressing room will be for ARTIST's sole exclusive use and any support act(s) will be accommodated elsewhere in venue.
- ☐ There will absolutely be no meet-and-greets whatsoever unless approved in writing by ARTIST's representatives.
- ☐ VENUE agrees that ARTIST's microphone and any stage props will be used exclusively by the ARTIST at such performance. Any support acts, if applicable, will be provided with a separate microphone.

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Monday December 16, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Mills Entertainment f/s/o Colin Mochrie and Brad Sherwood** (herein known as ARTIST).

Relationship of the Parties 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 reasonable 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. *Section 17 "Cancellation" in the Contract Rider or Purchaser's uncured breach

Choice of Law and Forum

11. The laws of the State of Illinois shall govern this agreement. The signatory of each Party ~~PURCHASER~~, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the Party ~~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 per the Contract. Any changes must be mutually agreed to in writing by the Parties. ~~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 reasonable attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

*unless liability, claim, expenses, loss, injury, damage, etc. is due to the gross negligence or willful misconduct of Purchaser.

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. All sponsors must be approved in writing by Artist.

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 as available upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

29. ~~If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.~~

Performance Radius

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.

COLLEGE OF DuPAGE
McAninch Arts Center

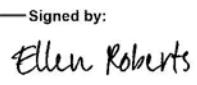
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: 12/16/2024

Signed by:
By: 
49066CF08C3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 12/19/2024

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