

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1752055
Vendor Name: Selby Artists Mgmt LLC
Invoice Number: TR25-MOMIXDEP
Invoice Date: 4/5/2024
PO Number:
Check Number: E0104954
Check Amount: \$ 5,000.00
Check Date: 01/06/2025
Voucher Number: V0864184
Document Type: AP Invoice

Document Below

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

Selby check request \$5000

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

Fri, Dec 20, 2024 at 07:39 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

Selby MOMIX check request 5000 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.

SELBY/ARTISTS
MANAGEMENT
Performance Redefined
DCA# 2082576-DCA

W

262 West 38th Street, Suite 1701 | New York, NY | 10018
PHONE: 212-382-3260

Fri, April 5 2024

Pages: 1
Email: martinezd59@cod.edu
Attn: Diana Martinez
From: Tessa Nojaim – Selby/Artists Mgmt LLC
RE: 2024/25-60 - PLEASE SIGN AND RETURN

~CONFIDENTIAL~

SHORT FORM AGREEMENT

ENGAGEMENT CONFIRMATION AND COMMITMENT OF TERMS

Selby Artists Mgmt LLC, as agent, hereby confirms the engagement of **MOMIX** on the dates, times, venues and terms outlined below. This document when signed in the space provided will be binding upon the parties so noted and shall be evidence of an agreement until such time as a more formal contract can be issued and executed. Selby Artists Mgmt LLC is executing this agreement as agent of the above Artist/Attraction, is not obliged to the Presenter hereunder and is not responsible for any defaults of the Artist/Attraction.

Artist/Attraction: MOMIX
Presenter: McAninch Arts Center at College of DuPage
Venue: McAninch Arts Center at College of DuPage
Venue City: Glen Ellyn, IL

Engagement Event Details:

Day/Date	Time	Type	Venue
Sat, February 1 2025	8:00am	Load-In	McAninch Arts Center at College of DuPage
Sun, February 2 2025	7:30pm	Public Performance	McAninch Arts Center at College of DuPage

Load-in/Rehearsals: Load-in on Saturday, February 1, 2025, beginning at 8AM. Pre-hang completed prior to load-in
Education/Outreach: Details to be mutually determined and agreed upon.
Terms/Compensation: Twenty-five thousand USD (\$25,000.00), plus twelve (12) hotel rooms per night for two (2) nights. 20% of Artist fee due 60 days prior to performance.

Fee is special and confidential.

Please sign and return this Short Form Agreement in acknowledgement and acceptance of the above terms. We will forward a counter-signed copy of the same to your attention, as soon as possible.

A technical rider has been issued for this engagement and is an integral part of this agreement.

RETURN BY EMAIL TO: Tessa at tnojaim@selbyartistsmgmt.com; and Margaret at mselby@selbyartistsmgmt.com

McAninch Arts Center at College of DuPage

Selby Artists Mgmt LLC

Signed by:

Ellen Roberts 12/19/2024

49068CF08C3F425...

Diana Martinez

Executive Director

/ DATE

Margaret Selby

President

/ DATE

Ellen Roberts, VP Administrative Affairs

10/26/21 MOMIX:ALICE Technical Rider US TOUR

Page 1 of 15

MOMIX: *ALICE*

Contract Technical Rider
2021-2022 US TOUR

Destroy all previously dated versions

This rider supersedes and replaces all previous riders issued for this engagement

THIS RIDER SHALL BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE CONTRACT BETWEEN MOMIX INC. CONTRACTING THROUGH SELBY ARTISTS MANAGEMENT INC., HEREAFTER CALLED "MOMIX;" AND THE PRESENTING INDIVIDUAL OR ORGANIZATION, HEREAFTER CALLED "LOCAL MANAGER" COVERING PERFORMANCES ON THE AGREED UPON SHOW DATES

The following sections outline the technical requirements for MOMIX's production of ALICE. It is understood that the Local Manager will provide a technical director who is authorized to make production-related decisions. They must also have a working knowledge of the agreed upon performance venue, be familiar with this document and available to advance the production with a member of MOMIX's technical staff.

MOMIX reserves the right to cancel portions of the performance and/or eliminate certain scenic elements and/or effects if the equipment and/or space required below are not provided or preparations are not executed according to MOMIX's specifications.

FACILITIES AND PREPARATION

The Local Manager shall arrange for and provide for:

PERFORMANCE SPACE/BACKSTAGE AREA

1. A performance area with a minimum width of 34' wide (as measured leg to leg) and depth (as measured from the Main Curtain to the upstage most usable pipe in the fly system) of 27'.
2. A stage surface under the performance area of typical theatrical stage deck construction (composite sheet, subfloor, over sleepers or floor joists). MOMIX only requires a sprung dance floor if the performance area is concrete or constructed without any "give."
3. Adequate backstage area for storage of props and support items. Additional indoor, or covered, storage area for road cases.
4. The temperature of the performance space to be kept at approximately 73-75 degrees Fahrenheit, where possible.
5. In outdoor performance venues and/or those lacking functioning heating systems, industrial space heaters and/or enclosed spaces just offstage with a controllable environment shall be provided at no cost to MOMIX.
6. The ability to completely black out the performance space and audience, or to do so within the confines of the Local Fire/Safety Regulations.

The following shall be completed prior to the arranged load-in time:

1. All soft goods shall be in good condition and positioned according to the Line Schedule provided by MOMIX.
2. A black Marley dance floor, in good condition, appropriately sized for your stage, shall be taped down on top of a mop-clean floor, with black gaff tape.
3. The backstage area should be mop-clean and all unnecessary items shall be removed and stored outside of the areas required by MOMIX.
4. The box truss should be assembled and hung from either the system pipe assigned or 3 chain motors. This should be hanging at approximately 8' from the deck when the load-in begins.

AVAILABILITY OF CREW, EQUIPMENT AND VENUE

1. The equipment provided herein; lighting equipment; a high-quality stereo PA; soft goods; black marley-style dance floor; wardrobe facilities and supplies; catering; and labor.
2. The above-mentioned equipment, crew, performance space, support spaces and related amenities are to be made available no less than twelve (12) hours prior to the first public performance and as per the agreement during the advance of the show for each subsequent performance and load-out.

LOADING AREA AND ACCESS FOR OUR TRUCK

MOMIX's equipment will, unless otherwise advanced, arrive in a 53' tractor-trailer with a sleeper cab, or similar commercial vehicle with truck ramp or lift gate.

1. A loading dock, or loading zone accessible by a 53' semi-trailer, pulled by a 25' sleeper cab or similar vehicle. Any arrangements, access/parking permits, special ramps, temporary docks, lifts, additional crew, road-blockage or anything else necessary for access and parking of our truck and trailer are the responsibility of the Local Manager.
2. If the venue is equipped with a loading dock; A dock plate, self-leveling dock, or method to allow the MOMIX road cases to be rolled directly off of the semi trailer and onto the dock safely and with a minimum of effort.
3. If the venue is equipped with a ground level loading door; A level concrete or asphalt area to land the ramp and to roll the cases along a similar surface to the loading door.
4. A loading dock or loading area that is free of snow and ice prior to the scheduled unloading of the truck. Reasonable effort should be made to keep this area clear of snow and ice during both the loading and unloading of the truck as well.
5. A loading door and clear path and or access to the performance area free of obstructions for items of 40" width, 128" length and 90" height.

TRANSPORTATION AND PARKING

1. In the event that MOMIX is traveling to the performance city by air; Provision of ground transportation for the MOMIX dancers, directors, technicians and their luggage:
 - a. To and from airport and the hotel
 - b. To and from the hotel and the venue for each rehearsal and performance
 - c. To and from any residency activities
2. In the event that MOMIX is traveling by ground to the performance city; provision of parking for:
 - a. Up to six (6) cars or mini-vans at the hotel and performance venue.
 - b. One 53' Semi-Trailer either at the venue or offsite.
 - c. One 25' sleeper tractor at the hotel or transportation to/from the hotel for the driver.
3. Police barricades, parking cones, meter bags, etc. required to arrange for the above- mentioned parking are the sole responsibility of the Local Manager. Any parking violations received by MOMIX vehicles (including the truck) while parked at the venue, following the instructions of and/or within the areas arranged by the Local Manager, shall be the responsibility of the Local Manager.

LABOR

ARRANGEMENT AND COSTS

1. The Local Manager agrees to the following minimum labor requirements listed in the table below.
2. It is assumed that at a minimum all members of the crew listed in the table below are sober, able to take direction in English, have a working knowledge of theatrical terms and that they are both physically and mentally capable of performing the job for which they are hired. We do, however, prefer that you hire experienced, professional stagehands.
3. It is the responsibility of the Local Manager to take into account variables that may require additional crew members such as LATSE labor agreements, venue specific issues, and experience of the crew or irregularities in either the show schedule or schedule of the individual crew members.
4. Any and all arrangements for the hiring of labor and all costs, including, but not limited to, regular wages, overtime, local work permits, union fees, taxes or licenses before or after the first performance are the sole responsibility of the Local Manager.
5. MOMIX is not a yellow-card attraction.
6. Any costs incurred by the Local Manager due to the failure of the appropriate number of local crew to appear, late arrival or lack of ability of labor will be the sole responsibility of the Local Manager.
7. All reasonable effort should be made to insure that members of the "Show Crew" mentioned below remain the same people for the technical rehearsal, first performance and all subsequent performances.
8. Alteration of the crew and scheduling requirements may only be undertaken with the prior approval of a member of MOMIX's technical staff

TYPICAL CREW REQUIREMENTS

1. MOMIX's Lighting Supervisor will operate the MOMIX's lighting console as well as physically perform the lighting focus from the provided ladder or personnel lift. It is the Local Manager's responsibility to insure compliance with local labor requirements such as additional labor, permits, and/or permissions.
2. The Local Manager agrees to provide one wardrobe person for at least four hours on the first day of load-in, beginning no later than one hour after load-in starts; and for a minimum of four hours before each subsequent performance; to wash, dry, repair and prepare the costumes.
3. All Show Calls will begin no later than 30 minutes before the house opens to the public, or 60 minutes prior to the beginning of the show, whichever is earlier.
4. The MOMIX Load-Out will begin immediately following the final performance and must be completed before any venue-specific strike, restore or other work may begin.
5. It is the Local Manager's responsibility to alert MOMIX to and comply with any specific labor requirements that would require additional crew members to be added to any of these crew calls.

CREW NAME (Time Required) CREW DESCRIPTION

Loaders

Load-in/Out

We do not require separate loaders. Please follow your local labor agreements.

Load-In/Load-Out Crew

8am-1pm on first day of load-in

1 Fly Op/Head Carp
1 Rigger/Weight Loader*
3 Carps/Hands
1 Head Electrician
3 Electricians
1 Audio*
1 Video*

Show Crew

2pm-6pm on first day of load-in and then from 1hr prior to each show until about 2 hours past scheduled start time.

1 Rail Op/Head Carp
1 Hand/Rail Op*
1 Hand*
1 Head Electrician/System Tech
1 Audio/System Tech

Wardrobe Crew

Morning of load-in and prior to second and subsequent performances

Wardrobe is only used for load-in and show laundry, steaming. They do not run show, set up/strike dressing rooms unless your labor agreement requires them to be there.

*Please discuss exact labor requirements with MOMIX Production Manager during advance to determine the appropriate crew for your venue, labor agreement, etc. We're happy to help either try and save money on labor, if possible, or to make certain that you have the proper number of people and departments as per your labor agreement.

TYPICAL 1 DAY, 1 SHOW SCHEDULE

1. The schedule below is typical, assuming an 8pm show time, the pre-hang has been completed prior to 8am, normal crew numbers and normal theatre setup.

TIME/PERIOD	DESCRIPTION	REQUIRED LABOR
8am – 1pm	Unload truck Hang MOMIX flying hardwareHang moving lights Hang MOMIX Soft Goods Trim and Secure Flying TrussTrim LX and Soft Goods Position and cable projector Setup FOH LX/Video operator positionFocus conventional units Focus Projector Program video/moving lights	Load-In/Out Crew
1pm	Crew Lunch (1hr)	
2pm – 6pm	Program video/moving lights (cont.) Dancers arrive, set props and costumesRigging adjustment and rehearsal. Lighting Spiking and Spacing rehearsal	Show Crew
6pm	Ballet Class Onstage / Crew Dinner (1hr)	
7pm	Show Call Sweep and Mop Dimmer/Video/ ML Check	Show Crew
730pm	House Opens	
8pm	Curtain (50min Act I, 20min Intermission, 40min Act II)	Show Crew
10pm-1130pm	Load-Out	Load-in/out Crew

For 7pm or 730pm Curtain times, the afternoon call is cut shorter to allow for the Ballet Class onstage and Crew Dinner from 2 hours to curtain until the Show Call at 1 hour until the curtain time.

ATYPICAL SCHEDULES

In certain circumstances it may be impossible or unwise for either MOMIX or the LOCAL MANAGER, to follow the above schedule. In these cases, MOMIX will require that the load-in begin the day before the first performance. Examples of these situations are, but are not limited to:

- a. The first performance is a morning show or matinee
- b. The Performance is not part of a normal tour.
- c. The venue does not meet the requirements as listed in this rider and requires special planning and adjustment of the show.
- d. This rider applies to a performance run of one week or more.
- e. The venue is outdoors and a nighttime technical rehearsal is required.

EQUIPMENT AND STAGE MACHINERY

LIGHTING AND VIDEO EQUIPMENT / PRODUCTION BUYOUT

\$25,000 guarantee per page 1
agreement

1. The Local Manager agrees to provide \$2,500 USD reimbursement to Artist for production related rental and trucking expenses and the equipment listed in the table below as well as any equipment (cables, clamps, dimmers, etc) that may be needed for the hang and control of the units as indicated on the pre hang lighting plot, Appendix A.

EQUIPMENT	ALL	w/ BUYOUT
ETC ION, XE, or EOS Lighting Console with min. 2 network ports. Windows 7 version required	Yes	No
DLP Video Projector, minimum 12000 lumens w/ SDI input for video and shutter control.	Yes	No
Proper lensing for DLP projector above (see Projection requirements below)	Yes	No
ETC Source Four 36° ERS	56	4
Min. 7' Tall Boom w/Base	10	0
18" sidearm or similar hardware for hanging booms	50	0
Cable, dimmers, gel for 52 boom and floor units	Yes	No
ETC Source Four 50° ERS	12	12
FOH Bow Front Wash (house option unit)	Yes	Yes
Curtain Warmers (house option unit)	Yes	Yes
Cable, dimmers, gel for 16 overstage and any FOH	Yes	Yes
Templates and template holders (for ETC units MOMIX will provide templates and holders)	No	No
Pigeon Plate or floor mount for ETC ERS	2	0
Clay Paky Alpha Spot HPE 1500 (208v) 2000VA (This exact model must be provided for this show)	9 (plus 1 spare)	0
208v L6-20 power drops (2 on LX1 and 7 on LX3)	9	0
Spotting Light	1	1
Black and White Gaff Tape for taping cables. MOMIX DOES NOT PROVIDE TAPE FOR THE FLOOR OR PRE-HANG REQUIREMENTS IN ANY CASE	Yes	No

2. Production Buyout Checks shall be made payable to MOMIX, Inc. and provided prior to the first public performance.
3. MOMIX agrees to provide the remaining lighting and video equipment, perishables and all related equipment in order to implement the full design as drawn in the full lighting plot, Appendix B.
4. Local Manager agrees to provide a 400-amp, 3-phase, company switch with either cam-locktails or a qualified electrician who can install and uninstall our 4/0 bare-end tails at the beginning and end of the day.
5. No Haze or open flame will be used during this performance.
6. No changes or substitutions are to be made to the pre-hang lighting plot without permission given by a member of the MOMIX technical staff.

PROJECTION/CAMERA

1. A space must be provided and the necessary platform or structure to position the MOMIX FOH video projector. This space, platform or structure must fit the following requirements:
 - a. It is free of obstruction and approximately 3' wide and 4' deep.
 - b. It must have a completely unobstructed view of the proscenium arch.
 - c. Using the stage floor as 0', the measured height of the projector lens cannot exceed 22' or be lower than 3'.
 - d. If there is not hard-wired video transmission cable to this position, there must be access to this position and it may be not more than 65m from the Video Operator/Lighting Console.
2. Ideally, for the best quality and easiest setup/removal, the video projector will be placed in the center of the rear of the house or in a center booth, directly next to the MOMIX lighting console and in close proximity to the sound operator.
3. ONLY IF you are providing the projector, you must provide a projector with a minimum resolution of 1920x1080 pixels, minimum brightness of 12000 lumens, HD-SDI input and a lens that can be adjusted to be perfectly sharp focused on an image that is at least 16m wide at the distance of your proscenium arch, or extend past your proscenium arch onto the walls of the house approximately 1.5m on both sides, whichever is smaller.
4. ONLY IF you are providing the the projector, you must provide for a secure spot for our effect video camera (PROVIDED BY MOMIX) to be mounted or set on a tripod where it will not be moved and cannot be adjusted accidentally or on purpose by an audience member. MOMIX can provide a tripod or a clamp that can be fixed to a normal, 1.5" schedule 4 pipe, oriented horizontally, like a balcony rail, not vertically, like a boom. This camera will be placed in more or less the same position as the video projector.

AUDIO REQUIREMENTS

The Local Manager agrees to provide at a minimum:

1. High Quality, Stereo, PA capable of filling the entire audience evenly with clear, full- range audio. Clarity at (120db @ 4') is a good measure of required sound pressure andquality, **NOT THE ACTUAL VOLUME REQUIRED** for the performance.
2. The sound image should be adjusted and speakers arranged such that the apparent source of the music is inside of the proscenium arch, not above or below it.
3. The sound system must be able to fill the entire audience area, including all balconies,with full range sound. All delay, equalization and necessary adjustments for the particular system installed should be completed before the arrival of MOMIX.
4. Sub-Woofer cabinets and separate control of them are necessary for proper playback of our music.
5. Four full-range monitor speakers capable of producing loud, clean sound. (110 db @ 4')
6. At least two free 3 pin XLR inputs on the house mixer for a balanced stereo signal sent from the MOMIX sound console.
7. Four lengths of XLR cable run from the venue audio console to the MOMIX audio interfaces, located at our FOH LX/Video position.
8. MOMIX's staff shall have the sole authority to determine and set sound levels and equalization within local, state and federal regulations.
9. A Clear-Com or professional equivalent intercom system. Only one channel is required.6 stations are required at a minimum. They are (House Sound Operator, MOMIX Lighting Operator, Fly Rail Operator #1 & #2, MOMIX Tech SR and MOMIX Tech SL)
10. If a wireless intercom system is available, provide wireless com for the two MOMIX technicians backstage.

SOFT GOODS AND STAGE MACHINERY

1. The Local Manager agrees to pre-hang all venue soft goods and clear all necessary pipes according to the line schedule provided by MOMIX.
2. The Local Manager agrees to **provide the following Soft Goods** and an appropriate method for hanging them:
 - a. 5 Sets of Black Legs, appropriately sized for the Performance Venue
 - b. 5 Black Borders, appropriately sized for the Performance Venue
3. The Local Manager agrees to **provide a method for hanging** the following **MOMIX soft goods and hardware**:
 - a. 1 White, Filled Scrim, 25'x50' (fixed)
 - b. 1 White, Custom Slit Drop, 25'x 50' (fixed)
 - c. 1 FSB - 2 panels, Flat 25' x 60' (working)
 - d. 1 6 Panel FSB, Flat 25' x 60' on Triple-E traveler track (travels)
4. In the event that the venue is a hemp house, or that the counterweight arbors are not accessible for loading while battens are lowered, the Local Manager agrees to provide a mechanical means to raise electrics, soft goods and scenery, and additional flymen, riggers and weight loaders as necessary.
5. MOMIX will use the house main curtain. Any additional cost associated with this is the responsibility of the Local Manager.
6. The Local Manager shall provide a black marley dance floor. The strips of dance floor must be laid parallel to plaster line, rather than parallel to center line, so that the seams in the floor will not interfere with Momix's props.
7. A ladder or similar Genie-Type personnel lift, capable of focusing electrics at a 27' trim.

TRUSS/RIGGING REQUIREMENTS

1. **The Local Manager shall provide and pre-hang up to 70' in length of rated 12" x 12" boxtruss and rated hardware. The truss should be approximately the length of the house battens, but no longer than 70'.**
2. The truss shall be hung from the venue battens or chain motors according to instructions and photographs given by MOMIX during the advance, or from chain motors hung from the grid (minimum 3 motors, one center and one on each end)
3. If the truss is being hung from a system pipe, the Local Manager agrees to provide one minimum 6' round sling (SpanSet or similar) with a working load of over 1 ton (2000 lbs) and one 1/2" or 5/8" shackle per system pipe lifeline. Shackles shall be Crosby or of equivalent quality, made in either the USA or Canada.
4. **If local regulations require it**, the venue will provide either steel cables, GAC Flex or Steel Flex slings to "safety" the truss in the event of a fire.
5. MOMIX will provide and install all hardware and load straps necessary for fixing the truss to keep it from swinging and to keep your arbors from moving when weight is applied.
6. MOMIX will provide all straps tools, anchor plates, anchors, hardware, etc. for attaching the straps used to tension the trusses in space to your building walls and/or floors.
7. MOMIX may require that the building allow us to either insert low-profile anchors into the building's concrete floors or walls, or to fix our rigging plates to the floor with 1/4" or 5/16" lag screws, depending on the material.
8. It is the responsibility of the local manager to fill, plug, repair, repaint or otherwise restore these holes.

PROPS AND BACKSTAGE

1. Eight orchestra or similar chairs are required backstage for the performers, 4 per side.
2. Push brooms, clean mops, mop buckets, and two large trash cans with bags.
3. The entire stage, wings and backstage shall be thoroughly swept and mopped before the load-in begins and again 1 hour prior to each performance or rehearsal.
4. At venues 5,000 ft above sea-level or more, The Local Manager must provide two tanks of oxygen, or whatever gas is allowed without medical personnel to administer it, with breathing masks (one stage left, one stage right). You will know about this and will know what you need if your venue is above 5,000 - 6,000 feet.

WARDROBE AND DRESSING ROOMS

1. The Local Manager will provide one washer and one dryer, to be connected and ready to use upon our arrival; as well as hypoallergenic detergent.
2. In the event the venue does not have washing machines or dryers, The Local Manager agrees to arrange for the laundry to be taken to a laundry mat where it will be cleaned and dried at the Local Manager's expense.
3. All wardrobe work must be completed and costumes dry no less than two hours before each curtain.
4. In the event there are multiple shows in a single day, the Local Manager agrees to wash and dry at least one load of laundry between shows.
5. All dressing rooms and facilities shall be thoroughly cleaned at least six hours prior to the first curtain. The dressing rooms must be heated, well lit, and equipped with hot and cold water, electrical outlets, soap, and paper towels. Each space used by a performer must have a chair, a mirror, and non-fluorescent make-up lighting.
6. If showers are available, 8 bath towels shall be provided and replenished before each performance.
7. Dressing room requirements are: dressing rooms for 7 performers (3 male and 4 female) and ~~at~~ one to be used as a production office/crew dressing room for 3 technicians. At a minimum, at least this room should be provided with broadband internet access (wireless or wired).

BECAUSE OF CHANGING CAST/CREW ALLERGIES AND DIETARY REQUIREMENTS AS WELL AS COVID POLICIES, PLEASE USE THIS AS A GUIDELINE FOR BUDGETING, ETC. A FINAL HOSPITALITY RIDER WILL BE SENT TO YOU NO LESS THAN 1 MONTH PRIOR TO THE EVENT.

SERVICES

HOSPITALITY AND CATERING

1. The Local Manager agrees to provide breakfast (bagels, cream cheese, fruit, coffee, water) for all members of the load-in crew, approximately 15 people, on load-in mornings. Breakfast should be available at the 1st break, 2 hours after the beginning of the first load-in call.
2. For all performances, including matinees and student performances, the Local Manager agrees to provide the following meal and refreshments to Momix's performers and crew:
 - a. 60 individual bottles of non-carbonated water
 - b. 12 bottles of assorted fruit juice
 - c. 24 cans of assorted soft drinks (regular and diet)
 - d. Coffee with a dairy creamer and sugar
 - e. Hot water with assorted teas
 - f. Hot Soup
 - g. Assorted whole fruit
 - h. 2 Choices of entrée (at least one vegetarian option and a meat option)
 - i. Hot Pasta (with sauce both with and without meat) or carbohydrate dish
 - j. Hot vegetable side dish
 - k. Hearty Salad with assorted dressing (no iceberg lettuce)
 - l. Assorted chocolate and energy bars
 - m. Desserts (cookies, brownies or pies)
3. On Load-In days, The Local Manager agrees to provide lunch for the 3 person MOMIX techcrew consisting of the following:
 - a. Hot Soup
 - b. Chips/Crackers
 - c. Either Sandwiches (Breads, assorted deli meats and cheeses, tomatoes and assorted condiments) or Hamburgers (2 regular burgers and 2 veggie, buns, condiments, tomatoes, cheeses and lettuce.)
4. Hospitality should be set up at the following times:
 - a. Crew Breakfast (15 techs) – 2 hours after the beginning of the first morning work call
 - b. Crew Lunch (3 techs) – Noon, or at the end of the first work call
 - c. Hot Catering (10 dancers/3 techs) – 4 hours prior to each evening performance, 3 hours prior to a matinee and 2 hours prior to a morning performance (for morning shows, please contact a member of MOMIX's staff to confirm the content and timing of the catering.) This catering should be left out and available until the beginning of the performance.

HOUSE MANAGEMENT, FRONT AND BOX OFFICES

1. The Local Manager will reserve for MOMIX ten pairs of complimentary tickets located in the center of the orchestra approximately halfway back from the stage for use by MOMIX for each performance. MOMIX will provide a list of comp ticket recipients to your box office or house manager approximately two hours before the performance. At that time, all unused comps may be released for sale, except one pair which must be held until fifteen minutes before curtain.
2. The Local Manager agrees that the house will open no earlier than 30 minutes before curtain unless other arrangements are made in advance with MOMIX.
3. Our requirements for late seating are very specific and the house manager must coordinate with the production stage manager to ensure that late seating is handled appropriately.
4. Absolutely no photography, video recording or audio recording of any kind will be permitted in the theatre or support spaces related to the MOMIX performance during any part of the time that MOMIX is promised exclusive use of the performance venue, unless expressly authorized by the MOMIX office in writing.
5. Any person photographing or recording the show in any manner, for any reason must be in physical possession of written permission from the MOMIX office or else they will be asked to either cease their activities or leave the theatre.
6. A space will be provided in the rear-center of the house for MOMIX to make an archival video of each performance. The Local Manager shall obtain any necessary permits, approvals or clearances to allow this practice, be responsible for any costs due to local labor and/or permit regulations.
7. MOMIX shall at all times retain sole artistic control over the program, performance and other residency activities.
8. The Local Manager shall provide for adequate insurance coverage against fire, theft and personal liability for the period of MOMIX's residency. The Local Manager shall be completely financially responsible for any loss or damage to MOMIX's property, or to the personal property of MOMIX's performers and staff, due to theft or negligence of the local crew. ~~The Local Manager agrees to indemnify and hold harmless MOMIX and all its employees of and from all claims and damages arising in any manner in connection with MOMIX's performance(s) or other residency activities, except to the extent that such claim may be occasioned by a deliberate and negligent act of MOMIX or its employees.~~ ^{each other} Both parties
9. It is the sole responsibility of the Local Manager to be aware of any specific visibility and/or sightline issues in the Performance Venue and to take this into account before putting tickets up for sale.



ADDITIONAL TECHNICAL INFORMATION

The Local Manager must provide the following documents to MOMIX no later than 30 days prior to the first performance:

1. Scale drawings of the stage house and auditorium, both plan and section. A complete technical packet for the venue including house inventories of lighting and sound equipment, soft goods, FOH lighting positions and throws, hanging plot, dressing rooms, loading access information, and local labor regulations
2. Specific instructions for our truck driver and any parking map available detailing where the truck can be parked and where the loading area is.

This rider is an integral part of the MOMIX performance contract. All pages of this document must be initialed by the Local Manager and by a MOMIX representative, and signed below. Both parties must initial any changes or modifications to any portion of this document. It is the responsibility of the Local Manager to ensure that all portions of this document are understood and agreed to before any tickets are sold.

UNDERSTOOD AND AGREED

Signed by:	
	
<small>49066CF0BC3F425...</small>	
Local Manager Ellen Roberts, VP Administrative Affairs	Momix Representative
12/19/2024	12/19/24
Date	Date

LOCAL TECHNICAL

Contact: Joe Hopper, Production Manager

Email: hopper@cod.edu

Office Phone: 630942.2913

Cell Phone:

Fax:

MOMIX Production Manager:

Woodrow F. Dick III
P.O. Box 1035 Washington,
CT 06793
+1 (646) 408-7857 cell
woodymomix@gmail.com

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Tuesday November 5, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Selby Artists Management** (herein known as ARTIST).

Relationship / Provisions

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

Payment

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties.

Insurance / Indemnity / Force Majeure / Cancellation

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" – any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

Choice of Law and Forum

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

Tech / Hospitality Rider

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.
16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.
17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

License / Permits

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.
19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).
20. PURCHASER confirms that it is the sole responsible authority for the venue.
21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

Tobacco / Alcohol / Drug Clause

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.
23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.
24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

Sponsorship

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs


27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to
- a. High resolution (300 dpi or higher) electronic photos
 - b. Press kit including bio, reviews, photos
 - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

Performance Radius

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

COLLEGE OF DuPAGE
McAninch Arts Center

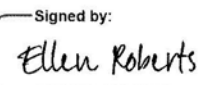
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: 12/2/24

Signed by:
By: 
49066CE0BC3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

12/19/2024
Date: _____

McAninch Arts Center
Contact Information

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment – Cassi Fanelli	630-942-3009, fanellc379@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