

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1400959
Vendor Name: Shaw Entertainment Group
Invoice Number: TR25-BOTHDEP
Invoice Date: 11/1/2024
PO Number:
Check Number: E0104955
Check Amount: \$ 1,600.00
Check Date: 01/06/2025
Voucher Number: V0864180
Document Type: AP Invoice

Document Below

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

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

Shaw check request \$1600

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

Tue, Dec 17, 2024 at 09:45 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

Shaw Ent check request 1600 deposit kscf.pdf

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.



**Theater for
Young Audiences**

Dear Diana,

Thank you for booking the Kennedy Center's Theater for Young Audiences national touring production of *Look Both Ways: A Tale Told in Ten Blocks*. We are grateful for your dedication to fostering meaningful educational arts experiences in your community and we are excited to collaborate with you to bring this impactful production to Glen Ellyn, enhancing the cultural vibrancy of your area. This cover letter presents key details of the Engagement Agreement and highlights important legal provisions within the contract.

Important Deadlines and Agreement Execution

Please note that all deadlines indicated in the Agreement are firm and necessary for its timely execution. Please return the agreement with proposed edits or signed within sixty days of receipt of this agreement

Proposed Edits or signed by: September 23, 2024

Tax Exemption Information

Please note that the Kennedy Center is a trust instrumentality of the United States Government and a Bureau of the Smithsonian Institution (20 USC 76(h)) and is therefore not subject to State and local taxation. The Kennedy Center's Federal ID # is 53-0245017.

Fixed Terms

Please note that sections of the contract concerning Indemnification and Arbitration cannot be amended due to the Kennedy Center being a trust instrumentality of the US Government. Some sections contain required language, which are necessary for us to remain in compliance with the requirements dictated by our Department of Education grant.

Insurance Certificate Request

If you require a Certificate of Insurance and have yet to make the request, please do so upon receipt of this Agreement. Please be sure to detail the necessary insurance coverage required for your venue.

Payment Information

Please make any checks payable to:
John F. Kennedy Center for the Performing Arts

Please mail payments to:
John F. Kennedy Center for the Performing Arts
Attn: Katie Campbell-Education-TYA
PO Box 58100
Washington, DC 20037

ACH information is available upon request

We appreciate your thorough consideration of these matters and look forward to a successful collaboration!

Best regards,

A handwritten signature in black ink, appearing to read 'K. Campbell'.

Katie Campbell
Assistant Manager-TYA

ENGAGEMENT AGREEMENT

BETWEEN:

John F. Kennedy Center for the Performing Arts
P.O. Box 58100
Washington, DC 20037
(202) 416-8222 Phone
(202) 416-8297 Fax

Represented by:

Shaw Entertainment Group, LLC ("Agent")
PO Box 688
Great Barrington, MA 01230
(917) 392-6739

And: College of DuPage McAninch Arts Center "**Presenter**"
College of DuPage
425 Fawell Boulevard
Glen Ellyn, IL 60137

MK 

November 1, 2024

This Engagement Agreement ("Agreement") dated as of ~~July 25, 2024~~ (the "Effective Date"), confirms the agreement between the **John F. Kennedy Center for the Performing Arts ("Artist" or "Kennedy Center")**, a **trust instrumentality of the United States**, and **College of DuPage McAninch Arts Center ("Presenter")** with respect to the performance of ***Look Both Ways: A Tale Told in Ten Blocks* ("Work")** as follows:

PRESENTER'S PROPOSED EDITS OR SIGNATURE REQUIRED BY: September 23, 2024

Performance Date(s) and Time(s)*: **Monday, March 3, 2025 @ 9:45am & 11:30am**

Load-in Date and Time*: **Sunday, March 2, 2025 @ TBA**

Number of Performances*: **Two (2)**

Load-out Date and Time*: **Immediately following the final performance.**

Venue: **McAninch Arts Center**

*Dates and times indicated above are firm and may not be changed except with Artist's or Agent's written consent. In the event that the Presenter unilaterally affects a change in load-in or performance time, Presenter shall be responsible for any and all overtime payments to Artist's employees and/or contractors and for any and all other expenses incurred by Artist as a result of such change.

Fee (US): **Eight Thousand Dollars (US\$8,000)** ("Fee")

In exchange for good and valuable consideration, the sufficiency of which is accepted and acknowledged, Artist and Presenter agree as follows:

1. The Engagement

- (a) Presenter hereby engages Artist to perform the Work at the Venue at the Performance Times (the "Engagement") stated above and Artist accepts the Engagement.
- (b) Presenter shall make the Venue available to Artist for rehearsals and Load-in at a time to be agreed upon or as set out above.
- (c) Artist shall have complete control over the artistic content and presentation of the Work for the Engagement.
- (d) All deadlines indicated in this Agreement are firm and necessary for the timely execution of this Agreement. **If Presenter has not returned proposed edits to Agent by September 23, 2024, as noted above, this offer may be withdrawn by Artist without further written notice.** If Presenter is unable to meet this deadline, written notice must be submitted to Agent.

2. Compensation

- (a) As compensation to Artist for performing the Engagement, Presenter agrees to pay by **certified check, organization bank check or university check** the Fee set forth above. A deposit in the amount of **One Thousand Six Hundred Dollars (US\$1,600)** shall be paid to **Shaw Entertainment Group LLC** upon receipt of the **contracts due by January 20, 2025**. Deposit includes booking fee, creation and delivery of marketing materials, a portion of pre-production expenses, rehearsals, along with travel planning and is non- returnable. The balance of the Fee, totaling **Six Thousand Four Hundred Dollars (US\$6,400)** shall be paid by **certified, university or organization bank check or ACH** to the **John F. Kennedy Center for the Performing Arts** and presented to the Artist's Company Stage Manager **prior to the first performance**.

- (b) ***The Kennedy Center is a trust instrumentality of the United States Government and a Bureau of the Smithsonian Institution (20 USC 76(h)). The Kennedy Center is not subject to State and local taxation. The Kennedy Center's Federal ID # is 53-0245017.***

- (c) Presenter agrees to use all reasonable efforts to maintain the confidentiality of the Engagement Fee agreed upon with Artist herein.

3. Obligations of Presenter

Presenter will be responsible for providing at its own expense:

- (a) Venue at the Load-in/Load-out Times and Performance Times, well-heated or air conditioned, lighted, clean and in good order;
- (b) Any and all personnel and equipment necessary to the operation and maintenance of the Venue, including but not limited to, ticket sellers, ticket takers, ushers, stagehands, etc.;
- (c) Clean and adequate dressing rooms for Artist and all members, accompanists and assistants of Artist as per Actors Equity Association regulations;
- (d) All necessary business licenses and public performance licenses; and

ASAP upon completion
of fully executed
contract.

M. K.
INITIAL
HERE

Six (6) complimentary tickets for each performance of the engagement in the first 12 rows of the center orchestra section of the Venue. For each performance of the Engagement, the Presenter will also hold six (6) tickets available for purchase by Artist (at the normal price to the public) until at least noon of the date preceding the performance.

4. Ticket Sales; Promotion; Programs

(a) Presenter will be responsible for ticket sales and advertising of the Engagement. Subject to Artist's prior commitments, Artist agrees to be available on the dates of the Engagement for reasonable publicity events to promote the Engagement. Artist will also supply samples of promotional materials that Artist controls with respect to the Engagement;

The educational performance guide ("Learning Guide") will be available as an online resource. Learning Guides are copyrighted materials of the John F. Kennedy Center for the Performing Arts and they may not be altered in any way. Learning Guides may only be distributed in its entirety. Presenter agrees that Presenter will make no other use of the Learning Guide except as specifically set forth above, without the prior written permission of the Artist.

(b) Any and all billing or promotion of the Engagement will be billed by local presenter as follows:

Kennedy Center Theater for Young Audiences on Tour Presents
Look Both Ways: A Tale Told in Ten Blocks
Based on the novel by Jason Reynolds
A Co-Production with Theater Alliance
Adapted for the stage by El Chelito and Raymond O. Caldwell
Directed by Raymond O. Caldwell
Choreographed by Tiffany Quinn
Original Music by Nick the 1da

Presenter further agrees to include the following credit on all written material: "The Kennedy Center Theater for Young Audiences on Tour is represented by Shaw Entertainment Group, LLC." *No aspect of the billing or credit may be altered by Presenter in any way without Artist's express written consent as to the form of such altered billing or credit.*

(c) No other person(s) will perform with Artist or prior to or subsequent to Artist hereunder without the prior written consent of Artist, and in no event will advertising of the Engagement include references to performers other than Artist without Artist's written consent.

(d) If Presenter has a public performance scheduled, they Shall contact Kennedy Center's Public Relations Office for additional assistance promoting the event.

Director of Public Relations, Brendan Padgett at BEPadgett@Kennedy-Center.org
Senior Press Representative, Brittany Laeger at BALaeger@Kennedy-Center.org

5. Recording

Presenter will not allow any audio, video, film or digital recording or live or delayed broadcasting of any



sort whatsoever, without written permission of Artist. If Presenter does allow any audio, video, film, digital recording, live broadcasting or delayed broadcasting, and if Actors Equity (or any other participating union) levies a monetary penalty, Presenter shall be solely responsible for reimbursing Artist or Agent for that amount, and any consequential damages, including but not limited to attorneys' fees, regardless of what steps have been taken by Presenter to prevent such recording or broadcasting.

6. Technical Specifications

The technical specifications attached hereto, as Technical Rider, are an integral part of this agreement. Presenter hereby represents and warrants that the Venue meets the specifications and has or will acquire at Presenter's sole cost and expense any and all equipment and personnel set forth therein. In the event that Presenter fails to disclose any deviation from Artist's Technical Rider prior to full execution of this Agreement and if Presenter is unable or unwilling to meet Artist's specifications, Artist has the right to consider this Agreement cancelled by Presenter under the terms of Section 9(b) herein.

7. Warranty and Indemnification

(a) Presenter covenants, warrants and represents: (1) that Presenter has full right and power to enter into this Agreement and to perform its obligations hereunder and (2) that Presenter has or shall secure and pay for all licenses, permits and other permissions necessary for the legal performance of the Engagement herein.

Subject to applicable Federal law,
including the Federal Tort Claims Act

All parties hereby

each other and their

M K



~~Presenter hereby~~ agrees to indemnify, save, and hold ~~Artist and Artist's~~ affiliates, successors, licensees and assigns, and the officers, directors, agents and employees of each of them, harmless of and from any and all liability, claims, causes of action, suits, losses, settlements, damages, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees and expenses) for which they or any of them may become liable or may incur or be compelled to pay in any action or claim against them or any of them, by reason of or in connection with (1) breach of its covenants, warranties and representations in connection with this Agreement; (2) the defamation of any firm, person, or corporation; (3) any and all loss and/or damage to ~~Artist~~ either party caused in part or in whole by ~~Presenter~~ ^{either party} and/or persons under the direction or control of ~~Presenter~~; (4) ~~Presenter's~~ ^{either party} failure to perform any of its obligations under this Agreement; and (5) all claims, losses and damages of any kind ^{Both parties} on nature sustained by any person or entity arising from acts of commission or omission of ~~Presenter~~. ~~Artist~~ shall have the right to control the defense of any such action. ~~Presenter~~ shall cooperate fully ^{Both parties} with ~~Artist~~ in all respects in connection with any such defense as is made. *Notwithstanding the above, if ~~Presenter~~ is a public entity that is covered under a state or local tort claims act or otherwise claims sovereign immunity, please initial here:*

M K



(c) Artist covenants, warrants and represents: (1) that Artist has full right and power to enter into this Agreement and to perform on the date(s) and at the place of Performance set forth herein; (2) that Performance of the Event by Artist will not violate or infringe any copyright, right of privacy or publicity or other statutory or common law right of any person or entity; (3) that Artist has or shall secure and pay for rights, permissions, and licenses from necessary parties and performing rights societies to perform the Event; and (4) that Artist's Performance will not defame any person or entity.

(d) Presenter acknowledges that Artist is a trust instrumentality of the United States and all claims against Artist for damages or injury hereunder shall be subject to the procedures of the Federal Tort Claims Act. Artist otherwise has sovereign immunity and shall provide no additional warranty or indemnity other than that provided in Section 7(c) *regardless of any edits, strikethroughs, or terms of any rider, amendment, addendum, or other document attached hereto.*

(e) The representations, warranties and indemnities contained herein shall survive the expiration or termination of this Agreement.

8. Insurance

Presenter shall maintain and shall provide proof of public liability and property damage insurance for the Engagement in a minimum amount of One Million Dollars (\$1,000,000) with a \$5,000,000 umbrella limit, to insure against, among other things, liability for death of or injuries to Artist or other persons and loss or damage to personal property. *Notwithstanding the above, if Presenter is a public entity that self-insures, or which is covered under a state insurance policy, please initial here:*

It is understood that ARTIST 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. Force Majeure: Cancellation

(a) Should any matter or condition beyond the reasonable control of any party ("force majeure") (such as, but not limited to war, terrorism, public emergency or calamity, pandemic, epidemic, including but not necessarily limited to an outbreak of communicable disease which materially affects any party to this Agreement, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any governmental restriction whether federal, state or local) prevent performance by a party to this Agreement, performance of this Agreement may be excused by Artist or Agent, in consultation with Presenter, to the extent commensurate with the force majeure. Inclement weather will not be considered a force majeure if the Artist is able to perform as scheduled. Should force majeure prevent performance by a party to this Agreement, parties shall use reasonable efforts to reschedule performance or to create a substitution Performance Date. In the event that force majeure prevents rescheduled or substituted Performance Dates, no party to this agreement shall be obligated to further extend the Agreement, nor to reschedule the performance, and this Agreement may be terminated by Artist or Agent without penalty. If this Agreement is terminated due to force majeure, and the parties are unable to reschedule or substitute performance dates, Artist shall be entitled to retain any deposit paid by Presenter to cover expenses and, if no deposit has been paid, Presenter shall reimburse Artist's reasonable, documented, - travel and accommodation expenses related solely to the engagement, however, Presenter shall have no obligation to pay additional fees.

(b) If Presenter cancels the Engagement in whole or in part for reasons other than force majeure as set forth herein, Presenter shall nevertheless be responsible for full payment of the Fee stated above.

(c) In the event Artist cancels the tour of the Work, Artist shall return to Presenter any and all fees paid by Presenter with respect to the Engagement within twenty-eight (28) days of Artist's notice of cancellation.

(d) If before the date of any scheduled performance, Artist finds that Presenter has failed, neglected or refused to perform any contract with another artist, or Artist finds that the financial credit of Presenter has been impaired, Artist shall have the right to demand immediate payment of the full Fee or to terminate this Agreement, without penalty.



10. Compliance with Laws

(a) Presenter shall comply with all rules, laws, ordinances, regulations and orders of governmental authorities, including federal, state and local governments, including non-discrimination requirements which include but are not limited to, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, as amended, the Equal Act Pay of 1963, the Americans with Disabilities Act of 1990, and the Genetic Information Nondiscrimination Act of 2008. Presenter further agrees that any creation or publication of digital content related to this Agreement shall be in compliance with then current Web Content Accessibility Guidelines or their equivalent (as of the time of this Agreement, WCAG 2.2).

(b) By accepting this Agreement, Presenter certifies, represents and warrants that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency, including but not limited to the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689 – Debarment and Suspension. If, during the term of this contract, Artist becomes listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs, or any other list as contemplated by this paragraph, Presenter must immediately notify the Artist, who will then notify the Department of Education.

(c) Presenter shall comply with E.O. 11246 – Equal Employment Opportunity, as amended by E.O. 11375 – Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(d) Presenter certifies, represents and warrants that he/she/it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award (including the Fee) covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). If the Fee is \$100,000 or more, Presenter shall file the certification required by the Byrd Anti-Lobbying Amendment and shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, the Fee or the Services, as set out herein, to the Kennedy Center, who will disclose this to the Department of Education.

(e) Presenter and Artist acknowledges that an inherent risk of COVID-19 exposure exists in any place where people are present and each voluntarily assumes all risk associated with any such exposure in connection with any in-person services to be provided. Presenter agrees and acknowledges that it is in compliance with any then-current health and safety protocols and shall communicate all necessary compliance information to Artist prior to the engagement. Presenter shall hold Artist harmless from any exposure to Presenter, Presenter's employees, contractors or patrons, or other individuals present in Presenter's facility.

(f) Presenter acknowledges that the Kennedy Center Theater for Young Audiences on Tour is an Actors Equity Association ("AEA") production. As such, the Kennedy Center may require certain accommodation or mitigation actions related to the COVID-19 pandemic in order to comply with AEA 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 Agreement. Should it prove impossible for

Presenter to comply with any applicable AEA requirements, the parties agree that such impossibility shall constitute force majeure under the terms of section 9 above.

11. Confidentiality

Presenter shall hold all terms of this Agreement in strict confidence to the fullest extent permitted under the law and shall not, nor shall it permit, any agent, employee, officer or other person to use, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such confidential information to any person, firm or corporation. The obligations created by this section shall survive the termination of the Agreement and are enforceable directly against the undersigned individually. This provision shall be enforceable by Artist and breach hereof shall be grounds for immediate termination of this Agreement.

12. Obligation

This Agreement obligates Artist, but not any director, officer, trustee, employee or agent thereof. Shaw Entertainment Group, LLC acts only as Agent for Artist for the purpose of this agreement and assumes no liability on behalf of the Artist's fulfillment of its obligations hereunder. The Agent is authorized to execute this Agreement as agent for and on behalf of Artist, but does not assume any liability under this agreement.

13. Construction of Agreement

(a) This Agreement shall not be modified or amended except by a written instrument signed by the parties hereto. Presenter may not assign or transfer its rights and/or obligations under this agreement without the prior written consent of Artist. Any purported transfer in violation hereof shall be null and void.

(b) Use of the terms "includes" or "including" in this Agreement shall mean "includes" or "including" "without limitation".

(c) A party shall furnish or provide a service or material at its sole cost and expense when, under this Agreement, it is required to furnish or provide such service or material.

(d) The headings throughout this Agreement are for reference only and are not to be given legal effect.

(e) If any provision of this Agreement or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

(f) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all other representations, warranties, agreements and understandings, oral or otherwise, among the parties with respect to the matters contained herein.

(g) In the event that this Agreement is translated into a language other than English, this English language version shall control. If any Riders or other amendments are attached to this Agreement, in the event of any inconsistency between documents, the language in this Agreement shall control.

(h) This Agreement shall be governed, construed and interpreted pursuant to the laws of the



District of Columbia, without regard to the actual place of execution or performance and without regard to conflict of laws. Any legal action brought regarding this Agreement shall be filed in a federal court of competent jurisdiction.

(i) The individuals signing this Agreement represent and warrant that he or she has the authority to bind the party for whom they are executing this Agreement.

(j) Notice. Any legal notice pertaining to this Agreement shall be provided by certified mail, return receipt requested or by overnight courier, delivery verified by signature to:

If to Artist:

The John F. Kennedy Center for the Performing Arts
Attention: Office of General Counsel
2700 F Street, NW
Washington, DC 20566

If to Presenter:

McAninch Arts Center "Presenter"
College of DuPage
425 Fawell Boulevard
Glen Ellyn, IL 60137

(k) This Agreement may be executed in counterparts, each of which will be an original instrument, but all of such counterparts will constitute only one agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

AGREED & ACCEPTED

PRESENTER:

College of DuPage McAninch Arts Center

ARTIST:

THE JOHN F. KENNEDY CENTER
FOR THE PERFORMING ARTS

Name: Ellen Roberts, VP Administrative Affairs

Signed by:
Per: Ellen Roberts
49000CF08C3F425...
Authorized Signing Officer
12/17/2024

Per: Michelle Kozlak
Authorized Signing Officer

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

The Kennedy Center Theater for Young Audiences on Tour
Look Both Ways: A Tale Told in Ten Blocks

Permission to Record for Television Newscast Segment

This Agreement is dated as of ^{November 1, 2024} ~~July 25, 2024~~

M K



1. The John F. Kennedy Center for the Performing Arts ("Artist") hereby grants to McAninch Arts Center ("Presenter") in Glen Ellyn, IL non-exclusive permission to film or tape a limited portion of the Kennedy Center Theater for Young Audiences on Tour production described below:

Work: *Look Both Ways: A Tale Told in Ten Blocks*
 Performance Date: **Monday, March 3, 2025 @ 9:45am & 11:30am**
 Venue: **McAninch Arts Center**

2. Permission is granted by Artist to Presenter solely for use in a television news broadcast pursuant to the following conditions:
 - a. Presenter shall comply, and Presenter shall ensure that its agents, assignees, invitees and licenses shall comply with all labor laws and all rules, regulations, and contracts of Artist regarding labor as are applicable to the contemplated taping or filming of the Work, and shall comply with the rules of Actors' Equity Association ("Equity") and any other union or organization pertaining to filming of performances for broadcast on television news (Equity Theatre for Young Audiences (TYA) Rule 29(B)), including the following conditions:
 - i. That the footage is for exclusive one-time use on a television newscast review or broadcast.
 - ii. Only one half-hour of footage of the production may be recorded.
 - iii. No more than three minutes of any filmed or taped portion of the performance shall be aired on the television news broadcast and that the three-minute segment shall not contain an entire self-contained number or scene.
 - iv. Prior written notice of any recording shall be provided to the company at least twenty- four (24) hours in advance. Last minute requests are subject to an Actors' Equity Association company vote.
 - v. If recording occurs at a performance, it shall not involve any interference with the actors of the company, and the company must have notice prior to curtain.
 - vi. No payment shall be required provided that no payments are made to any other personnel employed in the production.
 - vii. A stage manager having an Equity contract shall be present at every filming or taping, and, if recording is conducted during a rehearsal, the stage manager shall file a report with Equity detailing the time used for filming or taping.
 - b. Presenter shall pay any fines or penalties assessed by Equity or any other union as a result of a

violation of Equity TYA Rule 29(B).

3. Presenter shall obtain all necessary rights from third parties with respect to its recording and broadcast of the Work, including but not limited to rights from any and all musicians, conductors, vocalists, performers and composers related to the Work.
4. Presenter warrants and represents that it has the authority to enter into and to perform all of its obligations under this Agreement. ^{Subject to applicable Federal law, including the Federal Tort Claims Act, both Parties} ~~Presenter~~ shall indemnify and hold harmless ~~Artist~~ from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or relating (i) to ^{their} ~~Presenter's, its~~ agents', assignees', invitees' and/or licensees', breach of any of ^{their} ~~Presenter's~~ obligations under this Agreement and (ii) to recording and broadcasting of the Work.
5. Presenter shall ensure that any broadcast of the Work credits "The John F. Kennedy Center for the Performing Arts."
6. Presenter shall provide Artist with an archival copy of the broadcast recording, which shall include the Artist's credits for broadcast, within thirty (30) days following the broadcast. Recordings shall be sent to the attention of:

Katie Campbell at KCampbell@Kennedy-Center.org
OR
The John F. Kennedy Center for the Performing Arts
ATTN: Katie Campbell, TYA
P.O. Box 58100
Washington, DC 20037

7. Presenter shall ensure that the recording is broadcast in a manner that is appropriate to the Artist's function as a National Center for the Performing Arts and Presidential Memorial.
8. This Agreement obligates the Artist but not any officer, trustee, employee or agent thereof.

Agreed and Accepted:

Michelle Kozlak
for The John F. Kennedy Center
for the Performing Arts

Michelle Kozlak

Print Name

Producing Director, TYA

Title

Signed by:
Ellen Roberts
49066CF0BC3F425...
for College of DuPage McAninch Arts Center

Ellen Roberts

Print Name

VP Administrative Affairs

Title
12/17/2024



Look Both Ways

Technical Rider - Spring 2025 Tour - PRELIMINARY DRAFT



Introduction

Look Both Ways is a touring Theater for Young Audiences production that travels on one (1) 26' box truck. The show runs approximately 60 minutes with one (1) act and no intermission. The touring company consists of eleven (11) members - six (6) performers, one (1) stage manager/company manager, and four (4) touring stage technicians. This tour performs under an Actor's Equity TYA Touring Contract.

Technical Rider Information

This technical rider is an integral part of the contract between the Kennedy Center and the Presenter. Failure to meet all requirements may be deemed a material breach of contract, at the Kennedy Center's sole discretion. The Kennedy Center must approve any alterations to the technical rider in advance, in writing.

Changes and Substitutions

Producer's Production Manager **MUST** approve any and all changes and/or substitutions to labor, materials, and/or equipment from those specified in this agreement in writing.

Location of Performance

The production should be performed in a proscenium theater. Due to sight lines, lighting needs, and our desire for the highest quality production possible, the use of any unconventional space, modified thrust or concert hall stage must be approved by the Kennedy Center in advance of booking the production.

Producer

Michelle Kozlak
Producing Director, TYA
Education Department
Office: (202) 416-8690
Cell: (703) 967-0437
Email: MKozlak@kennedy-center.org

Tour Technical Director/Advance

TBD

Production Management

Maribeth Weatherford
Production & Operations Manager, TYA
Education Department
Office: (202) 416-8134
Cell: (410) 241-2472
Email: MHWeatherford@kennedy-center.org

Look Both Ways

Technical Rider - Spring 2025 Tour - PRELIMINARY DRAFT



Summary of Technical Requirements

This information is to be used for reference ONLY. The production should be performed in a proscenium theatre. Due to sight lines, lighting needs, and our desire for the highest quality production possible, the use of any unconventional space, modified thrust, or concert hall stage must be approved by the Kennedy Center in advance of booking this production.

- The production requires the following **dimensions from the plaster line**:
 - Proscenium width: 24' – 0"
 - Stage Depth from Plaster Line: 26' – 0" (incl. 5 ft crossover space)
 - Stage Width: 24' – 0"
 - Proscenium height: 16'-0" or higher
 - Wing Space: 6'-0" on either side of the stage
- Stage masking adequate for the space (Borders, Legs and other soft goods). The playing space is 24' wide by 26' deep, using 3 sets of legs and borders and 1 full stage black for masking. See attached lineset schedule for approximate opening specs. **The Presenter must advise if there are structural or architectural limitations that need to be considered.**
- The floor must be flat: the production **cannot** be performed on a raked stage. Stage must be clear of all debris, staples, nails, etc. and ready to accept a masonite show deck.
- The Production requires the use of a Personnel Lift or A-Frame ladder adequate to focus the light plot.
- Ninety-six (96) 2.4K dimmers.
- The Production requires the ability to tie-in to the Venue's house PA System, program feed, and backstage/dressing room paging for sound.
- The Production requires the ability to tie into the Venue's DMX hookups for control of the house lighting system.
- The venue must supply a quality house sound system including amplifiers and in-house speakers, with tie in capability to touring console, and wireless racks.
- The venue must provide a washer, dryer, iron, ironing board and steamer.
- The Production must have access to at least two (2) AEA compliant, separate male and female dressing rooms.
- Dressing Rooms should be accessible from loading dock for rolling costume gondolas. In the event dressing rooms are on a different level from the stage without elevator access, please provide Z-racks to help move costumes.
- Three (3) 8'-0" prop tables (1 SL & 1 SR & 1 Up Center).
- Dead Case storage for costume/props boxes.
- This production requires backstage running lights.

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Scheduling and Times

- In a typical venue, the following load-in and out lengths are expected, contingent on local conditions:
 - **Load-In:** *Minimum 4 hours* (prior to half-hour call). Load in and tech time subject to change depending upon theater's personnel, layout, and equipment. Load in the day before first performance is **STRONGLY** preferred. In the event the first performance occurs before 10:15am, a load in the day before is required.
 - **Load-Out:** Will last approximately 60-90 minutes after the audience exits the house, contingent on local conditions.
- Strike and Load Out **MUST** take place directly after the last performance.
- All times of calls and breaks must be coordinated with Kennedy Center production staff prior to load-in and/or onsite.

Crew Requirements

Presenter will be solely responsible for any local union or non-union requirements for labor, Teamsters, or any other such personnel and for any such fees, salaries, penalties, dues, benefits, etc. in connection with the presentation of the Production. Presenter agrees to provide the following crew for the load in, show call, and load out of the Production.

	<u>Load In</u>	<u>Performances</u>	<u>Load Out</u>
Carpenters/General	3	1	3
Rail	2	0	2
Electrics	3	1	3
Sound	1	1	1
Wardrobe	1	1	1
Video	1	(1) If required by house or union rules	1
Totals	11	4 (5)	11

- **Load-in/Load-out:** Eleven (11) general technicians are needed for load-in; they should include one Head Lighting Technician plus two (2) additional electricians, one (1) Sound Technician familiar with the house systems, one (1) video technician, **one (1) wardrobe person**, and three (3) general stagehands.
- **Performances:** Four to five Run Crew:
 - One (1) Electrician
 - One (1) Audio technician
 - One (1) Wardrobe Person/Dresser.
 - One (1) Deckhand/Props.
 - *One (1) Video op if required by house or union rules.*
 - Any others as house or union rules require.
- The Kennedy Center TYA touring company consists of the following personnel:

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- One (1) Stage/Company Manager, four (4) technicians (TD/Lighting Supervisor, ATD/Sound Supervisor, Video Supervisor, Wardrobe/Props Supervisor), and six (6) actors.
- In all instances we have **no** intention of displacing IATSE or other house technicians.
- Union Affiliations: Actors Equity Association; TYA touring contract.

Presenter Availability

- The Presenter or their representative must be available on site **at all times** to the tour's Stage Manager and Technical Director from fifteen (15) minutes prior to the load-in to the end of the first performance.

Loading/Access

- Clear, level, and easy loading to the stage and dressing rooms is required.
- If there are any unusual circumstances of dock location including to but not limited to, a sloped dock, street back-ins, or dock height requirements, presenter must discuss with technical director prior to load in.

Truck and Equipment Loading and Unloading

- The show travels in one (1) 26' box truck and one (1) 15-passenger van. For the load in and load out, please arrange to have **all available** parking spaces in the immediate area of the loading dock clear and available for truck parking and unloading prior to arrival.
- Parking for one (1) 26' box truck on the theater's grounds the entire time the company is in residence (including overnight). If this is not possible, please let the technical director know ahead of time.
- Parking for one (1) 15-passenger van during load-in and show calls.

KCTYA Touring Equipment and Specifications

General Venue Conditions

- Please email a copy of the venue's technical specifications to the tour's technical director. The specifications should include: a complete and detailed ground plan and section of the stage and house (in scale); the current hanging plot (line set positions); dressing room layouts; lighting and sound inventory; and any other pertinent information.
- All overhead battens that will be used by the Production must be completely stripped. Any strip and restore labor or material costs shall be considered a local documented expense. The Production's Technical Director will provide a detailed line set schedule at least one week prior to the engagement.
- Prior to the Production's arrival, all house line sets must be placed EXACTLY where indicated on the venue Line Set Schedule that has been forwarded to the Production.
- Before the start of the first call, all areas of the stage, fly system, backstage, loading docks, dressing rooms, orchestra pit, storage areas, and production offices must be completely clear, broom-clean, and unlocked in readiness for the sole use of this Production. These areas must remain reserved for the exclusive use of this Production for the duration of the load in, performance, and load out. Nothing should be stored in the wings during the Engagement.

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Photo by Kyle Schick for Elman Studio

Stage and Scenery

- Stage must be clear of all debris, staples, nails, etc. and ready to accept a Masonite floor.
- The production will require the house to provide one (1) full stage black, three (3) legs, and three (3) borders. Leg openings will vary per venue. Exact dimensions will be discussed with technical director prior to arrival.
- Dead case storage for road cases and wardrobe gondolas.
- The scenery for the production consists of the following major elements:
 - Painted Masonite floor, 22'-9" wide x 19" deep, in sheets, to be screwed into the deck.
 - One (1) midstage wall– to be hung according to the advanced lineset schedule.
 - Four (4) lampposts with practical fixtures.
 - Various smaller props and furniture that must have adequate storage space backstage.
 - **A 5-foot minimum crossover upstage of the wall is required for the production.**

Sound Requirements

The Kennedy Center travels with a limited sound package. The venue is responsible for providing house PA tie-ins to the touring Soundcraft SI Performer 1 console for QLab playback. These must be balanced XLR lines closest to the FOH mix position.

- FOH mixing position should be as center as possible and not behind glass, and will include space for a 6' table, and lighted music stand.
- Sound will be mixed by Kennedy Center touring sound engineer.
- QLab will be operated by Kennedy Center touring sound engineer unless union rules dictate otherwise.

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- Kennedy Center will provide four (4) full range speakers to be used as foldback monitoring.
- Wireless clear com beltpacks are preferred if available in house; otherwise, wired headsets should be provided for SM, LX, Sound, Video, SL and SR.
- Venue will provide adequate monitoring backstage and in dressing rooms.
- Venue will provide a paging system for SM calls, etc.

Lighting Requirements

- The Kennedy Center will provide a lighting plot in advance, which **must** be hung, circuited, patched, colored and operational prior to KCTYA touring company's arrival and load-in. If a lighting repertory plot is inherent to the venue, arrangements **may** be made to adapt the touring plot to the house rep plot. Requests to use house rep plots must be communicated to the Technical Director/Lighting Supervisor at least 30 days prior to first performance and are subject to his/her approval. Adequate documentation must be provided to the Tour Lighting Supervisor in a timely manner.
- The Kennedy Center will be traveling with an ETC Element Console. CAT5 or DMX data hookups as well as space for the console should be provided to tie into the house system. If the house console is in the ETC EOS family, then the house console can be used, and the show file sent to the venue prior to load-in.
- The KCTYA lighting supervisor will operate the console unless union rules dictate otherwise.

Video Requirements:

- The Kennedy Center will travel with a projector and video computer, and will require power access for both.
- Projector position TBD – may either hang or sit on the show deck and project upstage.
- Video will be operated upstage of the set, if space allows.
- The KCTYA video supervisor will operate the video cues unless union rules dictate otherwise.

Wardrobe Requirements:

- One (1) full sized washer and one (1) full-sized dryer are required on-site for the Production's exclusive use
- Iron, ironing board, steamer, and Z-Racks will be provided by the venue.
Dressing room allotment will be determined by the Production Stage Manager and includes a minimum of ten (10) single dressing rooms, or two (2) large ensemble dressing rooms. The company must exclusively use each room during the entire stay. The rooms must be lockable and outfitted with toilets, sinks, hot water, showers, clothes racks and hangers, mirrors, cots or couches, sufficient lighting and a comfortable air temperature.
- If available, an additional room would be appreciated for use as a Production Office.

Props Requirements

- The Production requires the use of three (3) 8'-0" prop tables SL and SR.
- Push brooms, dust mops, **clean** mops, mop buckets, and two (2) trashcans must be available.
- The stage area must be swept before each performance.

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Front of House Requirements

- The presenting organization/venue will provide appropriate and adequate house management and usher staff.
- The Company will need to place a house board in the front of the house, as per AEA regulations.
- FOH personnel will be in contact with the company's stage manager prior to half hour of the performance regarding opening of house, late seating, etc.
- NO photography backstage or by patrons will be allowed during performances.

Hospitality Requirements

- Bottled water (20 bottles per show), coffee, tea, milk, juice and light healthy snacks. Fruits and vegetables would be appreciated.

KENNEDY CENTER

ADMINISTRATIVE CONTACT

Michelle Kozlak
Producing Director, TYA
Education Department
Office: (202) 416-8690
Cell: (703) 967-0437
Email: MKozlak@kennedy-center.org

KENNEDY CENTER

PRODUCTION CONTACT

Maribeth Weatherford
Production & Operations Manager, TYA
Education Department
Office: (202) 416-8134
Cell: (410) 241-2472
Email: MHWeatherford@kennedy-center.org

Michelle Kozlak

For the Kennedy Center

12/6/24

Date

Signed by:

Ellen Roberts

49066CE0BC3E425

For College of DuPage McAninch Arts Center

12/17/2024

Date

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

November 1, 2024

M K



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 **John F Kennedy Center for the Performing Arts** (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~~ ^{District of Columbia} 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 fee 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.

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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

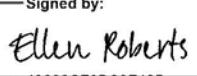
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: 12/6/24

Signed by:
By: 
49006CF0B0C3F428
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 12/17/2024

McAninch Arts Center
Contact Information

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