

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1636563

Vendor Name: Paladin Artists LLC

Check Details:

Check Number: 0336467

Check Amount: \$ 30,000.00

Check Date: 3/4/2025

Invoice Details:

Invoice Number: TR25-HKBAL

Invoice Date: 2/24/2025

PO Number: NULL

Voucher Number: V0874860

Document Type: AP Invoice

Document Below

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

Paladin Artists check request \$30000

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

Mon, Mar 3, 2025 at 04:41 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

Paladin HKMB check request 30000 balance ksdmcmh.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.



Contract #: 13469
 Agent: Kath Buckell
 Phone: 3479656560

The following is an agreement made between **McAninch Arts Center** and **3ú Records** on Monday, October 14, 2024, herein called 'Artist'. Purchaser hereby contracts for the personal services of Artist to provide entertainment under the following terms.

- 1. Artist:** **Mary Black**
- 2. Engagement Venue:** **McAninch Arts Center**
 425 Fawell Blvd.
 Glen Ellyn, IL 60137
- 3. Date of Engagement:** **Saturday, March 1, 2025** **No. Shows: One (1)**
- 4. Schedule:** Load In - Per Advance
 Sound Check - Per Advance
 6:30pm - Doors
 7:30pm - Show
- Artist to perform for approximately 50 minutes, plus encore.
- 5. Billing:** 100% Co-Headline
- 6. Event Title:** The High Kings & Mary Black : Step It Out World Tour
- 7. Age Restriction:** All Ages
- 8. Merchandise:** 100% All Merchandise (Artist sells); 70/30% All Merchandise (Venue sells).
- 9. Compensation:** \$20,000.00 FLAT Guarantee. Plus purchaser to provide and pay for Backline, Hotel Accommodation in the form of EIGHT (8) King Singles for TWO (2) Nights and Hospitality all per artists rider requirements.
- OR if another show is added the deal will be \$35,000.00 FLAT Guarantee.
- *Purchaser to provide and pay for first class sound, lights, monitor equipment and staging per Artist's rider requirements, and Hospitality per Artist's Rider specifications.
- *Parking should be reserved for the following: 1 x Sleeper Coach w/ Shore Power.
- *Presenter agrees that no venue taping, phone taping or professional photography is permitted without prior written clearance and authorization from Tour Manager.
- *Mary Black's management must approve all ticket prices and ticket scaling and any possible use of any dynamic pricing system that reprices ticket prices up or down on the demand for the best seats. All income from any dynamic pricing must be included in the gross income of the show. If any dynamic pricing system is used on a flat guarantee deal without management's knowledge, Mary Black will receive 100% of the income from the ticket upcharge.
- *If capacity is discovered to be less than the contracted amount, the difference will be treated as sold. If capacity is greater then Artist will receive 100% of the entire overage, in cash, prior to the artist taking the stage.
- *Presenter will provide ample and adequate security personnel throughout the venue, specifically in the stage area and at any and all entrances to the backstage and dressing room areas.
- *Need the venue and house crews to be available and prepared to commence load-in and set up before the artist arrives. Need sound check to begin no later than an hour after load in.
- *Mary Black is not required to do any meet & greets or press interviews unless management has approved.
- *Purchaser will provide a minimum of one (1) well-lit table, minimum of six (6) feet long, for sales and signing, along with wireless internet access.
- ADVANCE CONTACT, HOSPITALITY & SETTLEMENT CONTACT: John Fitzgerald / jofitzgerald@gmail.com

10. Additional Provisions: Billing shall appear as: The High Kings & Mary Black: Step It Out World Tour in any and all publicity releases, paid advertisements and other materials, including but not limited to programs, fliers, signs, lobby boards and marquees (collectively, "Materials"). All Materials and photographs used thereon shall be subject to Mary Black's management prior written approval. Names of Mary Black's personnel should NOT be printed in any program unless previously approved in writing by management. The tour web site (<https://www.mary-black.net/>) is to be included on all Materials.

11. Deposits: All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned) by ~~ACH / Wire Transfer~~ College check or ACH

Due Date	Amount
2/1/2025	\$5,000.00

12. Deposit Remittance:**CHECKS:**

Paladin Artists
PO Box 5237
New York, NY 10185 - 5237

BANK WIRE INFO:

Paladin Artists
c/o City National Bank
1140 Avenue of The Americas
New York, NY 10036
Account # 565062069
Routing # 122016066
Swift Code # CINAUS6L

13. Balance Remittance: The balance of the guarantee shall be paid via ~~ACH/wire transfer~~ College check or ACH only made out to 3u Records. and shall be given to the tour manager prior to artist taking the stage. All overages are to be paid via ACH/wire transfer only. (Exact breakdown between cash and checks as per advance to meet Artist's needs).

A.I.B. Rathgar
Dublin 6
Account 3u Records
No: 22797069 NSC: 93-13-30
IBAN IE94 AIBK 9313 3022 7970 69 Swift: AIBKIE2D

14. Tickets:

<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
GOLD Circle	20	-	\$115.00	\$2,300.00
G Cir Sub	20	-	\$95.45	\$1,909.00
A Price	180	-	\$89.00	\$16,020.00
A Dis Sub	316	-	\$79.00	\$24,964.00
A Dis Gp	33	-	\$73.87	\$2,437.71
A- 50% OFF	50	-	\$44.50	\$2,225.00
B Price	69	-	\$79.00	\$5,451.00
B50% Off	50	-	\$39.50	\$1,975.00
Totals	738	-		

Gross Potential:	\$57,281.71
Net Potential:	\$57,281.71

Ticketing Notes

COMPS:
Artist: P1 x 20
House: P1 x 4

15. Expenses:

Fixed Expenses:		Artist Guarantee(s):	
<i>Subtotal:</i>	--	Mary Black	\$20,000.00
Variable Expenses:		<i>Subtotal:</i>	\$20,000.00
Credit Card [\$1,391.95 Guarantee]	\$1,391.95	Total Expenses:	
<i>Subtotal:</i>	\$1,391.95	Total Guarantee(s):	\$20,000.00
		Total Fixed Exp:	--
		Total Variable Exp:	\$1,391.95
		<i>Break Even:</i>	\$21,391.95
		Deal Calculations:	
		Net Potential	\$57,281.71
		Total Est. Expenses	\$21,391.95
		Walkout Potential	\$20,000.00
		Average Ticket Price	\$77.62
		<i>Break Even # Tickets (avg):</i>	276


16. Travel and Accommodations: Purchaser to provide and pay for Hotel Accommodation for TWO (2) Nights in a FOUR (4) or FIVE (5) star Hotel preferably close to the venue.

17. Radius Clause: Artists agree not to perform within 35 miles for the period from 90 days prior to or following the performance date without prior written approval.

18. Event Contacts: **Promoter Company:** McAninch Arts Center;
Talent Buyer: Diana L. Martinez; Email: martinezd59@cod.edu; 630-942-2913
Marketing: Whitney Rhodes; Email: whitneyr@carolfoxassociates.com; nikim@carolfoxassociates.com
Production: Joseph Hopper; Email: Hopper@COD.edu; 630.942.2913

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paladin Artists Inc., nor its officers nor its employees are parties to this contract in any capacity and that neither Paladin Artists LLC. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Additional attached expenses sheet, terms and conditions and/or rider(s) are part of this agreement, signed contract must be returned to Paladin Artists in a prompt manner but no less than one month prior to date of engagement (unless otherwise stated in this agreement).

Signed by:

 By: ✕ 409666CF0BC3F125...
 SIGNATURE OF PURCHASER 2/7/2025
 Diana L. Martinez Ellen Roberts, VP Administrative Affairs
 McAninch Arts Center College of DuPage
 425 Fawell Blvd.
 Glen Ellyn, IL 60137
 Email: martinezd59@cod.edu
 Phone: 630-942-2913

By: ✕ _____
 SIGNATURE OF ARTIST
 Joe O'Reilly
 3ú Records
 Unit F5 South City Business Park
 Whitestown Way Dublin 12

- I. PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.
- II. ARTIST'S COMPENSATION: If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.
College check or ACH
- III. BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via ~~bank wire~~ no later than the scheduled engagement date if Purchaser fails to present the engagement.
College check or ACH
- IV. OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by ~~cash or cashier's check only~~.
- V. ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.
- VI. WORK PERMITS AND VISAS: ~~Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.~~
- VII. CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.
- VIII. ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder; or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via ~~bank wire~~ promptly upon request.
College check or ACH
- IX. BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.
- X. USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.
- XI. MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.
- XII. NO REPRODUCTION PERMITTED: Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof.
- XIII. STAGE SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.
- XIV. PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.
- XV. TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.
- XVI. INDEMNIFICATION: ~~Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.~~
both parties each other either party
- XVII. INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage ~~prior to Artist's engagement hereunder.~~ upon request.
- XVIII. PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement

hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

XIX. ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

XX. FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement. ^{Both parties will make every effort to reschedule the engagement at original agreed terms and fees.}

XXI. A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

XXII. INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

XXIII. LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

XXIV. NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

XXV. ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York, and the state and federal courts located in New York shall have exclusive jurisdiction over any matters pertaining hereto.

XXVI. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paladin Artists Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paladin Artists Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax.



Hospitality Rider

Show/Tour: US March 2025

Last updated: 04 Oct 2024

NB - This Document is valid **Only** for the dates mentioned above. If you have received this for another show please contact us so we can ensure setup info is relevant to your show.

Contacts

TM/advance :

John Fitzgerald

T: +353 85 1025656 E: jofitzgerald@gmail.com

**** DRESSING ROOMS TO BE SET AND STOCKED PRIOR TO ARRIVAL ****

MARYS ROOM

- ~~2 BOTTLES OF GOOD QUALITY RED WINE~~ No alcohol per MAC rider #23
- ~~6 BOTTLES OF HEINEKEN — MUST BE IN A FRIDGE OR WELL ICED DOWN~~
- SELECTION OF GLASSES, PLATES, CUTLERY, TISSUES
- BOTTLE OPENER AND CORKSCREW
- FRESH FRUIT BOWL
- HONEY, FRESH LEMONS AND GINGER
- SELECTION OF CHEESES, MATURE CHEDDAR, STILTON, CRACKERS
- TEA + COFFEE MAKING FACILITIES, Camomile, Breakfast Teabags
- SANDWICHES FOR 4 PEOPLE
- 2 TOWELS AND TISSUES

BAND ROOM

- ~~16 BOTTLES MIX OF COORS, CORONA, or similar ICED DOWN~~ No alcohol per MAC rider #23
- ~~3 BOTTLES OF GOOD QUALITY RED WINE~~
- 48 SMALL BOTTLES OF STILL WATER – NON SPARKLING
- 1 DOZEN CANS OF MIXED SODAS (PEPSI, SPRITE ETC)
- TEA + COFFEE MAKING FACILITIES
- Camomile, Breakfast Teabags
- FRESH MILK + SUGAR,
- A LARGE FRESH FRUIT BOWL
- A SELECTION OF CHOCOLATES AND NUTS
- SANDWICHES FOR 7 PEOPLE
- HUMMOUS, SALSA + TORTILLA CHIPS, CARROTS
- 12 WINE GLASSES, NAPKINS + TISSUES
- 10 HAND TOWELS
- BOTTLE OPENER + CORKSCREW

BOTH DRESSING ROOMS

FULL LENGTH MIRROR
IRON AND IRONING BOARD
REFRIGERATOR

HOT MEAL FOR 10 AFTER SOUNDCHECK OR BUYOUT.

Please advise in advance



Audio technical setup

Show/Tour:US 2025

Last updated: 04 Oct 2024

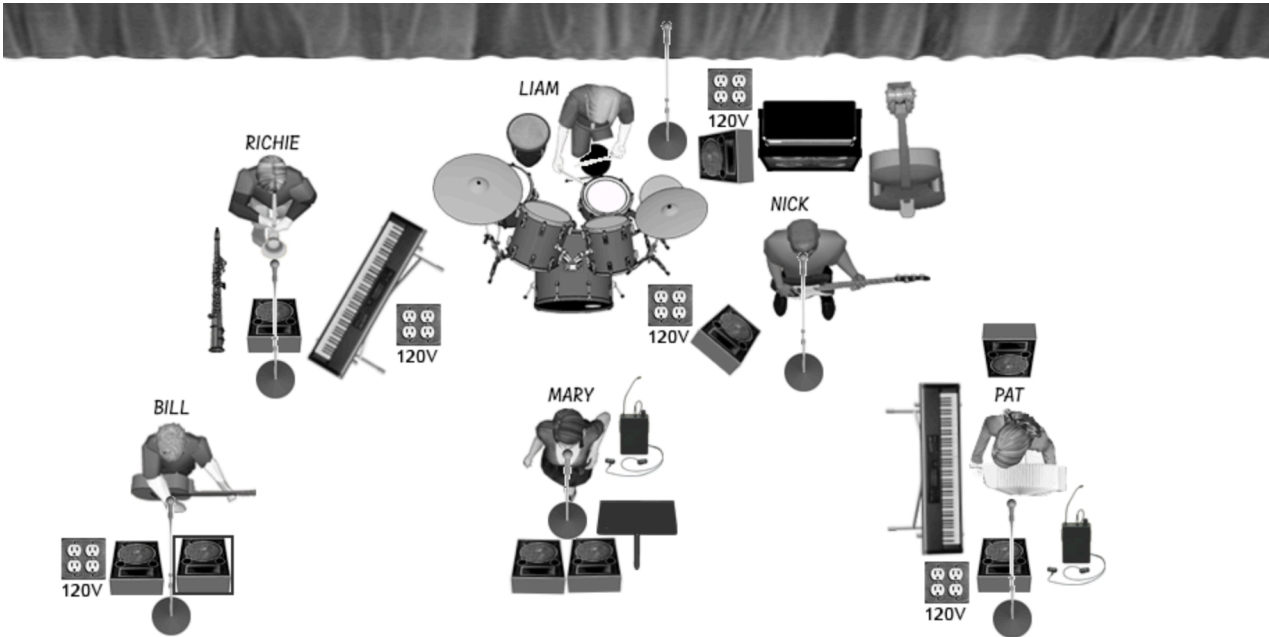
NB - This Document is valid **Only** for the dates mentioned above. If you have received this for another show please contact us so we can ensure setup info is relevant to your show.

Contacts

TM /Tech advance:

John Fitzgerald

T: +353 85 1025656 E: jofitzgerald@gmail.com



Mary Black 2024 - Mix Outputs			
MIX			
1	Bill	Pair Wedge	
2	Richie	Single Wedge	
3	Liam	Single wedge	
4	Nicky	Single Wedge	
5	Pat	Pair Wedges	
6	Mary	Pair Wedges	
7	Mary IEM	IEM Stereo	PSM1000 or Similar with Spare Pack
8	Pat IEM	IEM Stereo	PSM1000 or Similar with Spare Pack
	Wedge Cue Mix	If Mixed from Stage	
	Iem Cue Mix	IEM Pack in engineer Mode	

<i>Mary Black 2024 - Input List</i>			
CH		Mic	Stand
1	Kick	Beta 91a	
2	Snare	SM57	Short Boom
3	Hats	SM81	Short Boom
4	Rack 1	E604	
5	Rack 2	E604	
6	Floor	E 604	
7	Conga	SM57	Short Boom
8	O/H L	SM81/414	Tall Boom
9	O/H R	SM81/414	Tall Boom
10	Bass Di	Active Di	
11	Acc Gtr Di L	XLR	
12	Acc Gtr Di R	XLR	
13	Keys L	Active Di	
14	Keys R	Active Di	
15	Accordion	SM81/SM57a	Short Boom
16	Sax	M80	Short Boom
17	D50 Di (Richie)	Active Di	
18	Bill Vox	SM58	Tall Boom
19	Nick Vox	SM58	Tall Boom
20	Pat Vox	SM58	Tall Boom
21	Liam Vox	SM58	Tall Boom
22	Mary	M81/SE V7	Tall Straight
23	UKE	SM57	Short Boom
24	Bodhran	Beta 98	Short Boom
25	Spare/Guest	Active Di	
26	Spare/Guest	SM58	Tall Boom
27			
28			
29			
30			
31			

Audio Equipment Requirements

FOH Console : Yamaha CL5/QL/DM. A&H Dlive

Please advise in advance

Lighting

Avolites or Chamsys Console

If The rig is generics based the following will be required:

- 4 Colour Wash of full stage area. •
- Side profiles with breakup gobo to cover performance area •
- 1 Mid or rear truss profile to backlight centre Vocal Position •
- 4 x fresnel or similar wash on floor to backlight band •
- 7 x specials , Profiles 2 focused on centre vocal and 1 on each band member. •
- Unique hazer or similar

Please contact to discuss acceptable alternatives.

TM /Tech advance:

John Fitzgerald
T: +353 85 1025656 E: jofitzgerald@gmail.com

BACKLINE SPEC

Mary Black

1 x heavy duty music stand

Liam Bradley

Drums - ***Pearl Masters or Equivalent***

18" Bass Drum
14 x 6 Snare Drum
10, 12, 14, Toms (All On Stands)

Hardware Snare Drum Stand
Hi Hat Stand
Bass Drum Pedal
Drum Stool
5 x Cymbal Boom Stands

Cymbals ***K Zildjian or Equivalent***

14" K Custom or New Beats
20" K Custom
18" China Trash
18" K Custom Crash
16" K Custom Crash
10" K custom Splash
8" K custom Splash

Percussion ***LP or Equivalent***

LP Quinto
LP Tumbo

Nick Scott

Double Bass - 3/4-size upright bass fitted with David Gage piezo pickup [or similar, i.e. Fishman]

Elec Bass - Musicman Stingray 5-string Fender, Sandberg, Yamaha

Amp - 400-watt [or similar power rating] bass amplifier + 4 x 10" cabinet
Fender, Ashdown, Ampeg , Gallien-Kruegar, Glockenklang, MarkBass etc

extras all necessary leads, upright bass stand, tripod guitar stand, 4 x Guitar Cables

Pat Crowley

Keyboard Roland RD 500 + Sustain Pedal
 1 x Keyboard Stand

extras- 1 x Adjustable Stool
 1 x Powered Monitor with xlr input
 6 x Jack Cables

Bill Shanley

Guitar- 1 x quality Acoustic Guitar with Pickup - Martin/Taylor/Gibson (Used as a spare)

extras- 2 x Hercules Guitar Stands, 4 x Guitar Cables

Richie Buckley

Roland D50 + Stand + Sustain Pedal and Cables

Stage Extras

7 x Black Hand Towels
24 x Bottles of Still Water

Please contact to discuss acceptable alternatives.

TM /Tech advance:

John Fitzgerald
T: +353 85 1025656 E: jofitzgerald@gmail.com

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Monday December 16, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **3u Records** (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

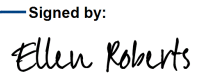
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: _____
Artist
or Artist Representative

Date: _____

Date: _____

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

Date: 2/7/2025

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



Contract #: 13991
 Agent: Kath Buckell
 Phone: 3479656560

College of DuPage

The following is an agreement made between ~~McAninch Arts Center~~ and **The High Kings, Inc.** on Thursday, October 10, 2024, herein called 'Artist'. Purchaser hereby contracts for the personal services of Artist to provide entertainment under the following terms.

- 1. Artist:** **The High Kings**
- 2. Engagement Venue:** **McAninch Arts Center**
 425 Fawell Blvd.
 Glen Ellyn, IL 60137
- 3. Date of Engagement:** **Saturday, March 1, 2025** **No. Shows: One (1)**
- 4. Schedule:** Load In - Per Advance
 Sound Check - Per Advance
 6:30pm - Doors
 7:30pm - Show
- Artist to perform for approximately 50 minutes in length, plus encore.
- 5. Billing:** 100% Co-Headline
- 6. Event Title:** The High Kings & Mary Black : Step It Out World Tour
- 7. Age Restriction:** All Ages
- 8. Merchandise:** 100% All Merchandise (Artist sells); 70/30% All Merchandise (Venue sells).
- 9. Compensation:** \$20,000.00 FLAT Guarantee, OR if another show is added the deal will be \$35,000.00 FLAT Guarantee. Plus purchaser to provide and pay for Backline and Hotel Accommodation in the form of SEVEN (7) King Singles for TWO (2) Nights. PLUS purchaser also agrees to provide and pay for Hospitality all per Artist's Rider specifications.
- *Purchaser to provide and pay for first class sound, lights, monitor equipment and staging per Artist's rider requirements, and Hospitality per Artist's Rider specifications.
- *Parking should be reserved for the following: 1 x Sleeper Coach w/ Shore Power.
- *Presenter agrees that no venue taping, phone taping or professional photography is permitted without prior written clearance and authorization from Tour Manager.
- *Mary Black's management must approve all ticket prices and ticket scaling and any possible use of any dynamic pricing system that reprices ticket prices up or down on the demand for the best seats. All income from any dynamic pricing must be included in the gross income of the show. If any dynamic pricing system is used on a flat guarantee deal without management's knowledge, Mary Black will receive 100% of the income from the ticket upcharge.
- *If capacity is discovered to be less than the contracted amount, the difference will be treated as sold. If capacity is greater then Artist will receive 100% of the entire overage, in cash, prior to the artist taking the stage.
- *Presenter will provide ample and adequate security personnel throughout the venue, specifically in the stage area and at any and all entrances to the backstage and dressing room areas.
- *Need the venue and house crews to be available and prepared to commence load-in and set up before the artist arrives. Need sound check to begin no later than an hour after load in.
- *Mary Black is not required to do any meet & greets or press interviews unless management has approved.
- *Purchaser will provide a minimum of one (1) well-lit table, minimum of six (6) feet long, for sales and signing, along with wireless internet access.
- ADVANCE CONTACT, HOSPITALITY & SETTLEMENT CONTACT: John Fitzgerald / jofitzgerald@gmail.com

- 10. Additional Provisions:** *Billing shall appear as: The High Kings & Mary Black: Step It Out World Tour in any and all publicity releases, paid advertisements and other materials, including but not limited to programs, fliers, signs, lobby boards and marquees (collectively, "Materials"). All Materials and photographs used thereon shall be subject to The High King's management prior written approval. Names of The High Kings personnel should NOT be printed in any program unless previously approved in writing by management. The tour web site (www.thehighkings.com) is to be included on all Materials.
- *Presenter shall pay all license and visas fees (including, without limitation, municipal, state and federal and all musical rights' societies) in connection with the performance.
- *Presenter agrees to disclose to management any sponsors of the venue or concert series prior to date of show.
- *Purchaser agrees that there will be no signs, place cards, banners, or other commercial advertising material on or near the stage during the performance nor shall the Artist's appearance be sponsored by or in any way be tied with any commercial product or company without consent from Artist or his Management.
- *The High Kings are touring with console, mics, DI's, IEMs, and stage looms. They will require the following audio equipment ready at the venue upon our arrival: (2) Ethercon cables from stage left to the FOH mix position (7) Tall boom tripod mic stands (1) Keyboard X-Stand.
- *The High Kings will require the following lighting, but not limited to: Lighting Designer (Load-in thru Load-out) 3 color wash to cover the entire width of the stage 6 Profiles located at FOH 4 Colorforce 72's (or similar) located on the upstage drape.
- *Where video playback is available, please supply HDMI input at downstage left.

- 11. Deposits:** All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned) by ACH / Wire Transfer

Due Date	<small>ASAP upon execution of contract</small>	Amount
2/1/2025		\$10,000.00

12. Deposit Remittance:**CHECKS:**

Paladin Artists
PO Box 5237
New York, NY 10185 - 5237

BANK WIRE INFO:

Paladin Artists
c/o City National Bank
1140 Avenue of The Americas
New York, NY 10036
Account # 565062069
Routing # 122016066
Swift Code # CINAUS6L

- 13. Balance Remittance:** ALL settlements and payments for performance including overages, merchandise, buy-outs, etc., are to be made by WIRE TRANSFER ONLY. No cash or checks can be accepted, with no exceptions.

Please see below the banking details for bank/wire transfer:

EUROS

ACCOUNT NAME: Folk N'Roll Music Limited
ADDRESS: AIB, Capel Street, Dublin 2. Ireland
IBAN: IE74AIBK 931101 6022 5095
Branch Sort Code: 931101
BIC: AIBKIE2D

US DOLLARS

ACCOUNT NAME: Folk N'Roll Music Limited
ADDRESS: AIB, Capel Street, Dublin 2. Ireland
IBAN: IE13AIBK 930067 2530 5945
Branch Sort Code: 930067
BIC: AIBKIE2D

Invoices can be provided as required to each promoter/venue.

14. Tickets:	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	GOLD Circle	20	--	\$115.00	\$2,300.00
	G Cir Sub	20	--	\$95.45	\$1,909.00
	A Price	180	--	\$89.00	\$16,020.00
	A Dis Sub	316	--	\$79.00	\$24,964.00
	A Dis Gp	33	--	\$73.87	\$2,437.71
	A- 50% OFF	50	--	\$44.50	\$2,225.00
	B Price	69	--	\$79.00	\$5,451.00
	B50% Off	50	--	\$39.50	\$1,975.00
	Totals	738	--		
				Gross Potential:	\$57,281.71
				Net Potential:	\$57,281.71

Ticketing Notes

COMPS:
 Artist: P1 x 20
 House: P1 x 4

15. Expenses:

Fixed Expenses:	Artist Guarantee(s):
Subtotal:	-- The High Kings \$20,000.00
Variable Expenses:	Subtotal: \$20,000.00
Credit Card [\$1,391.95 Guarantee]	\$1,391.95
Subtotal:	\$1,391.95
Total Expenses:	
Total Guarantee(s): \$20,000.00	
Total Fixed Exp: --	
Total Variable Exp: \$1,391.95	
Break Even: \$21,391.95	
Deal Calculations:	
Net Potential \$57,281.71	
Total Est. Expenses \$21,391.95	
Walkout Potential \$20,000.00	
Average Ticket Price \$77.62	
Break Even # Tickets (avg): 276	

16. Travel and Accommodations: Purchaser to provide and pay for Hotel Accommodation in a FOUR (4) or FIVE (5) star Hotel preferably close to the venue for TWO (2) Nights.

17. Radius Clause: Artist agrees to note perform within 60 miles, 90 days prior and 30 days after show date.

18. Event Contacts:
Promoter Company: McAninch Arts Center;
Talent Buyer: Diana L. Martinez; Email: martinezd59@cod.edu; 630-942-2913
Marketing: Whitney Rhodes; Email: whitneyr@carolfoxassociates.com; nikim@carolfoxassociates.com
Production: Joseph Hopper; Email: Hopper@COD.edu; 630.942.2913

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paladin Artists Inc., nor its officers nor its employees are parties to this contract in any capacity and that neither Paladin Artists LLC. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Additional attached expenses sheet, terms and conditions and/or rider(s) are part of this agreement, signed contract must be returned to Paladin Artists in a prompt manner but no less than one month prior to date of engagement (unless otherwise stated in this agreement).

Signed by:

By: x _____
40066CF80C3F12E...

SIGNATURE OF PURCHASER

~~Diana L. Martinez~~ Ellen Roberts, VP Administrative Affairs
~~McAninch Arts Center~~ College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
Email: ~~martinezd59@cod.edu~~
Phone: ~~630-942-2913~~

2/25/2025

By: x _____

SIGNATURE OF ARTIST

The High Kings, Inc.
C/O PSBM
235 Park Ave. S 9th FL.
New York, NY 10003

- College check or ACH

hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

XIX. ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

XX. FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement. ^{Both parties will make every effort to reschedule the engagement at original agreed terms and fees.}

XXI. A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

XXII. INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

XXIII. LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

XXIV. NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

XXV. ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York, and the state and federal courts located in New York shall have exclusive jurisdiction over any matters pertaining hereto.

XXVI. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paladin Artists Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paladin Artists Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax.