

**Information:**

**Drawer:** Accounts Payable - Invoices

**Vendor Number:** 1405666

**Vendor Name:** Producers Incorporated Dba Picastar, Inc

**Check Details:**

**Check Number:** 0336428

**Check Amount:** \$ 13,125.00

**Check Date:** 3/4/2025

**Invoice Details:**

**Invoice Number:** TR25-RODBAL

**Invoice Date:** 2/24/2025

**PO Number:** NULL

**Voucher Number:** V0873096

**Document Type:** AP Invoice

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**Document Below**

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

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**Producers check request \$13125**

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

Tue, Feb 25, 2025 at 04:23 PM UTC

CC:

BCC:

Please process. Thank you.

**Kari Schoettle**

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

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**1 attachment**

Producers Rhythm of the Dance check request 13125 balance ksdm.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](mailto:invoicing@cod.edu)**

# Check Request Form *(cont.)*

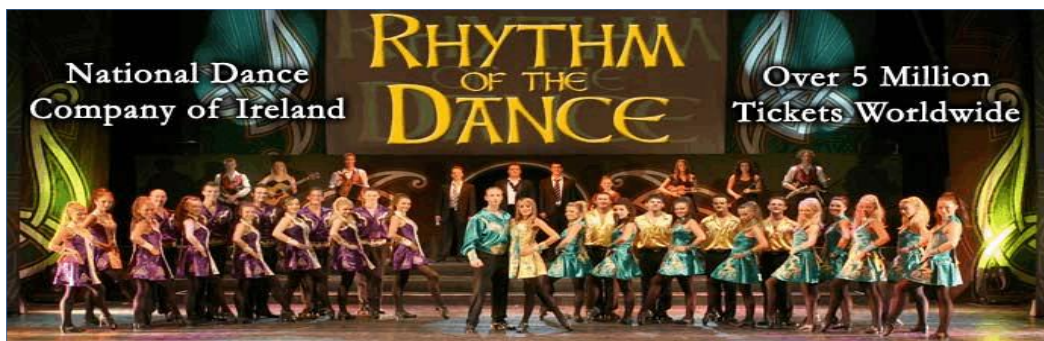
## Processing a Check Request:

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.

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This document (the AGREEMENT) shall serve as a legally binding agreement between the parties hereto assigned. Producers, Incorporated serving as agent ("AGENCY") for the engagement designated below, is hereby issuing this BASIC AGREEMENT, in confirmation of the verbal agreement made this **October 11, 2023**, between the parties to this BASIC AGREEMENT, hereinafter referred to as: **"PRESENTER" College of DuPage** whose address is **425 Fawell Boulevard, Glen Ellyn, Illinois 60137** and **"PRODUCER" New Birth Enterprises, LTD**, whose address is **78677 Rainswept Way, Palm Desert, California 92211-3035** for the engagement of the production **"Rhythm Of The Dance"** (the "Production") at the venue described herein. It is understood and mutually agreed that PRESENTER engages PRODUCER and PRODUCTION upon all the terms and conditions hereinafter set forth.

1. **Place of engagement:** McAnnich Arts Center      425 Fawell Boulevard      Glen Ellyn, Illinois
2. **Performance details:**
  - a. One (1) 2-hour show with a 20-minute intermission on **Saturday, March 8, 2025, starting at 7:30 p.m.**
  - b. Date of Load-In: **March 8, 2025 Time: TBA**
3. **PRESENTER Contact Information:**
  - a. Person Representing PRESENTER: Diana Martinez (630) 942-3007 [martinezd59@cod.edu](mailto:martinezd59@cod.edu)
  - b. **PRESENTER Marketing Contact:** Whitney Rhodes [whitneyr@carolfoxassociates.com](mailto:whitneyr@carolfoxassociates.com) Niki Morrison [nikim@carolfoxassociates.com](mailto:nikim@carolfoxassociates.com)
  - c. **PRESENTER Technical Contact:** Joseph Hopper (630) 942-2913 [hopper@cod.edu](mailto:hopper@cod.edu)
4. **COMPENSATION:** All Compensation payments shall be made USD by ~~certified check, currency, or negotiable guaranteed bank draft~~. It is agreed that as full compensation for the PRODUCTION, as above put forth, PRESENTER will pay to PRODUCER the sum of Seventeen Thousand, Five Hundred Dollars and No Cents, **\$17,500.00 USD** guarantee, without deductions, payable as follows:
  - a. **DEPOSIT:** a good faith deposit of **\$1,750.00 USD** payable to "Producers, Inc. f/c/t Rhythm of the Dance", to arrive at AGENCY ~~no later than July 15, 2024~~, and a second deposit of **\$2,625.00 USD** payable to "Producers, Inc. f/c/t Rhythm of the Dance", to arrive at AGENCY ~~no later than January 15, 2025~~. ASAP upon full execution of agreement
  - b. **FINAL PAYMENT: ("BALANCE")** A payment of **\$13,125.00**, payable to **"New Birth Enterprises, Limited"**, is to be delivered to PRODUCER'S representative one-half hour prior to the performance. Should the PRESENTER be required to withhold state taxes, the total withholding is to be subtracted from this payment.
  - c. In the event the PRESENTER cancels this engagement prior to the ending date as specified in Paragraph 2. herein, the **BALANCE of Compensation due (Paragraph 4.) shall become immediately due, payable in two (2) installments - 50% within five (5) business days**, and 50% within ten (10) business days from the date of cancellation.
  - d. Any fees, other than required State taxes, levied upon the hall or PRESENTER by sources not a part of this agreement is the sole responsibility of PRESENTER. College check or ACH
  - e. Compensation payments may be made by ~~ACH, Company Check, or wire transfer~~ payable to AGENCY, transferred as follows: to LMCU, Fowler Avenue, Tampa, FL, routing number **272480678**, for deposit in the Deposit Account of Producers, Incorporated, account number **101410099325**, for credit to Rhythm of The Dance account. Such transfers must be received by the due time/date of applied payment as required herein.
  - f. It shall be the PRESENTER's responsibility to assure that the sums specified above are in the PRODUCER's possession on the dates specified. **The payment schedule is a major element of this Agreement and failure by PRESENTER to meet the schedule would be a breach of the Agreement.**
  - g. PRODUCER agrees to comply with the tax laws of the U.S. Federal Government.
5. **IMPORTANT REQUIREMENTS:** PRESENTER will provide, at PRESENTER's expense.
  - a. **Accommodation:** 12 double and 6 single rooms at a first-class hotel, within comfortable walking distance of the venue, for one night. **Breakfast must be provided.**
  - b. **RADIUS RESTRICTION 30 miles 90 days prior to and 90 days following the performance.**
  - c. **MERCHANDISE:** PRODUCER shall at all times have the sole and exclusive right to sell or give away souvenir programs, books, magazines, librettos, periodicals, record albums and tapes, clothing, and similar merchandise relating to or pertaining to the Production, its title or its logo, and to control programs and to supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other such privileges and such sales or giveaways shall be permitted prior to and after each performance and during each intermission unless otherwise consented to in writing by the PRODUCER. **PRODUCER will provide sellers and PRODUCER will receive 80% of all sales with HOUSE retaining 20%.** PRESENTER will provide two tables, approximately three feet by six feet tops, at a prime traffic location in the lobby of the theater, for the sale of concessions.
  - d. **PRESENTER's offer, to become an integral part of the contract.**

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## 6. PRODUCER Obligations

- a. PRODUCER agrees that it will furnish and pay for the following elements in connection with the presentation of the Production at the Venue hereunder:
  - i. All salaries, fees, and expenses of PRODUCER's employees or contractors directly engaged by PRODUCER, including all members of PRODUCER's cast, staff, and crew.
  - ii. All compensation including, without limitation, fees, advances, and royalties to the authors, owners of performing rights in the Production, directors, choreographers, designers, licensors, and producers engaged directly by PRODUCER. PRODUCER's general and administrative expenses, including PRODUCER's legal and accounting fees, PRODUCER's office charge, PRODUCER's long-distance telephone, photocopying and messenger charges, insurance premiums on PRODUCER's policies insuring PRODUCER's equipment and personnel and other operating costs of PRODUCER.
  - iii. Unless specifically stipulated herein, all hauling and transportation costs to move the Production and PRODUCER's employees to the city, for any required local transportation for PRODUCER's employees in the city, and from the city to the next engagement of the Production, provided that the same are all contracted for and/or engaged directly by PRODUCER.
  - iv. Any and all scenery, props, costumes, wigs, and all other physical production elements of the Production except those requirements as outlined in the attached "Technical Rider".
- b. PRODUCER's employees, contractors, cast, and crew are non-union. It is specifically understood and agreed that PRODUCER and PRODUCER's employees, contractors, cast, and crew shall not be responsible for and/or incur any obligations for any costs and expenses relating to any union, guild, or other similar authoritative entity, all of which shall be the responsibility of PRESENTER.

## 7. PRESENTER Obligations

- a. PRESENTER agrees to furnish at its own expense for each performance of the Production, and for daytime rehearsal prior to each performance if requested by PRODUCER, the Venue, properly heated (winter), air-conditioned (summer), ventilated, lighted, clean, in good order, and staffed to the satisfaction of PRODUCER. Venue shall be available to PRODUCER by 7:00 am of the day of the first performance. PRESENTER warrants and represents that the PRESENTER is at the present time or will be prior to the date(s) of the engagement hereunder, the owner or operator of the Venue, or has, or will have, a valid lease upon the Venue. If the PRESENTER does not own the theater or has a long-term lease, the PRESENTER must provide the PRODUCER or have available for inspection a true and accurate copy of the PRESENTER's lease agreement with the Venue.
- b. PRESENTER additionally agrees, represents, and warrants that it can and, at its sole cost and expense, will duly fulfill and comply with the requirements and conditions of the attached mutually agreed upon ADDENDA.
  - i. PRODUCER signs this agreement as an independent contractor and not as an employee and it is agreed that PRODUCER shall have the exclusive control over the means and method employed in fulfilling its obligations hereunder in all respects and in all details. This agreement shall not in any way be construed so as to create a partnership, or any other kind of joint undertaking or venture between the parties hereto. PRESENTER shall be responsible for the compensation, benefits and compliance of local, state and/or federal law of all personnel provided by PRESENTER, and at no time shall such personnel be considered employees of PRODUCER, or personnel on loan to PRODUCER.
  - ii. There shall be no discrimination practiced in the Venue because of race, creed, color, sex, or disability against any performer or patron as to admission to, or seating in, the Venue, and the Venue shall, at all times, be in compliance with the Americans with Disabilities Act.
  - iii. PRESENTER shall schedule all performances in accordance with the rules of the various unions having jurisdiction over the subject engagement. In the event that PRESENTER's performance schedules create any claim for extra payments to the production's personnel for load-in, performance, load-out or other scheduled performances within the Venue, PRESENTER shall be solely responsible for such payment, specifically including, but not limited to, claims made by any unions on behalf of employees of said union.
  - iv. If the PRESENTER requires any changes to be made in the dates or time of any said performances of the Production, the PRODUCER has the right, in its sole discretion, to agree to make the change or to refuse to do so. If it agrees to make the change and as a result, the PRODUCER incurs any additional expense, the PRESENTER will reimburse the PRODUCER for such additional expense on presentation of a bill therefor. Such payment must be made prior to each changed performance.
- c. PRODUCER's stage labor requirements as specified in the Technical Rider are based on the minimum requirements to realize the production in an ideal facility. Additional stage labor may be necessitated by local union requirements or conditions. In the event that PRESENTER fails to provide the required number of loading and unloading stage and wardrobe personnel, PRESENTER agrees that PRODUCER, in consultation with PRESENTER, may engage the balance of personnel required at PRESENTER's sole cost and expense.
- d. PRESENTER agrees that the Production shall be presented without any pre-show activities or ceremonies and/or any other performer(s) or production(s) being presented therewith without the agreement of PRODUCER.
- e. In the event PRESENTER refuses or neglects to provide any of the items required to be provided by PRESENTER hereunder and/or fails to make any of the payments required to be made by PRESENTER hereunder, PRODUCER shall have the right: (i) not to furnish the Production until said requirements and conditions shall have been duly met, fulfilled and/or complied with; all without relieving PRESENTER of its obligation to pay all the monies it is required to pay had the Production been presented as scheduled or (ii) if the PRODUCER so elects (which it is not obligated to do), to do what the PRESENTER shall have failed to do, in which event the PRESENTER shall reimburse the PRODUCER for all costs and expenses directly or indirectly incurred by it by reason thereof. Payment therefore shall be made by the PRESENTER promptly after the submission to it of a bill. If said bill is not promptly paid, the PRODUCER shall have the right not to present the Production until the said bill has been paid; all without relieving the PRESENTER from its obligation to pay all monies it is required to pay had the Production been presented as scheduled. Notwithstanding the exercise of such right by PRODUCER, any amounts, theretofore paid to PRODUCER by PRESENTER shall be retained by PRODUCER, and any sums due under the terms hereof shall immediately become payable to PRODUCER.

## 8. Control Of Production

- a. PRODUCER shall have sole and exclusive control over the production, presentation, and performance of the engagement hereunder including, but not limited to, the details, means, and methods of the performance of said engagement and the performances of each participant therein, and the persons to be employed by PRODUCER in performing the provisions of this engagement. PRODUCER warrants this to be a family production whose performance is in keeping with the codes of such productions.
- b. PRESENTER agrees that no rehearsal or performance of the Production shall be recorded and/or broadcast, televised, or otherwise extended beyond the Venue without prior written consent of PRODUCER. Any filming of the performance for internal use within the venue shall not be retained beyond the date of the performance. PRODUCER reserves the right to record the performance of the Production, at no cost to PRODUCER, and PRESENTER shall have no rights in and to any such recorded performance(s).

9. **Programs.** PRODUCER will furnish PRESENTER with a camera-ready copy for inclusion in the PRESENTER's program, which PRESENTER states, at its own expense, will be printed and distributed to each audience member free of charge. PRESENTER agrees that PRODUCER has approval over the inclusion of any artwork and/or photographs in the program that relate to PRODUCER's production, provided by PRODUCER. Program details, including the history of production, description of scenes, biographies, and graphics, will be included in a souvenir programme sold as a concession by PRODUCER.

## 10. Insurance; Liability

- a. PRESENTER shall during the term hereof purchase and maintain at its sole cost and expense through companies licensed to do business in the state where the performances specified herein take place: policies of Workers Compensation and Employer's Liability Insurance for all persons employed by PRESENTER (including those employees whose salaries shall be reimbursed by PRODUCER hereunder) and providing statutory and disability benefits as required by state law or union agreement; Public Liability Insurance, (including endorsements for Personal Injury, contractual liability and Broad Form Properties Damage) with not less than One Million Dollars (\$1,000,000.00) for combined single limit, Personal Property Insurance covering full replacement value of the personal property of PRODUCER and PRODUCER's employees, whether owned, rented or leased, while in the Venue specified herein; and property insurance (including Fire and Extended Coverage) for its full replacement cost. ~~PRESENTER hereby grants a waiver of subrogation to PRODUCER for any claims covered by the aforementioned policies and property insurance required to be purchased and maintained by PRESENTER shall be endorsed to include as named insured(s) the PRODUCER and its principals, and certificates of insurance of said policies shall be furnished to PRODUCER prior to the first performance specified hereunder. Policies of insurance maintained or secured by PRODUCER in connection with claims arising during the presentation of the Production hereunder shall be excess coverage but not contributing coverage to the policies to be maintained or secured by PRESENTER. The comprehensive general liability policy shall name the "PRODUCER its officers, directors, agents, employees and contractors" as additional insured and all policies shall provide that in the event of cancellation, non-renewal or material change the PRODUCER shall be given 30 days prior written notice. Certificates of Insurance shall be forwarded to the PRODUCER prior to the first performance evidencing compliance with all insurance provisions. PRODUCER shall carry equivalent insurance.~~  
Either party shall carry equivalent insurance.
  - b. ~~PRODUCER shall not be liable for injury or damage to persons or property occurring within the Venue and in and/or around the Venue, unless caused by or resulting from the sole negligence of PRODUCER, its agents or employees. PRESENTER agrees to indemnify, defend and hold PRODUCER harmless from and against any and all liabilities, claims, losses, causes of action, and expenses (including reasonable attorney's fees and disbursements) arising out of loss, injury or damage to the persons or personal property of audience members, employees of PRESENTER, Venue and their agents or other lessees or concessionaires of the Venue, or incurred or suffered by PRODUCER arising out of any breach of any of PRESENTER's representations, warranties, undertakings, or agreements herein made and/or arising out of any claim of a third party for breach of contract by reason of any failure of PRESENTER to duly perform any of its obligations hereunder. Notwithstanding anything to the contrary contained or omitted from this Agreement, PRESENTER shall be responsible for complying with all local and other applicable laws, ordinances and/or other rules or regulations regarding security, the well-being and safety of patrons and attendees at the performances and/or in and/or around the Venue.~~  
Each other shall be responsible for complying with all local and other applicable laws, ordinances and/or other rules or regulations regarding security, the well-being and safety of patrons and attendees at the performances and/or in and/or around the Venue.
  - c. ~~PRODUCER agrees to indemnify, defend and hold PRESENTER harmless from and against any and all liabilities, claims, losses, causes of action, and expenses (including attorney's fees and disbursements) arising out of the sole negligence or willful misconduct of PRODUCER, its representatives, employees and contractors engaged by PRODUCER.~~  
Both parties shall be responsible for complying with all local and other applicable laws, ordinances and/or other rules or regulations regarding security, the well-being and safety of patrons and attendees at the performances and/or in and/or around the Venue.
  - d. For the purpose of Commercial General Liability Insurance and Umbrella Insurance required to be carried pursuant to the provisions hereof, PRESENTER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of Venue premises as distinguished from the presentation of the Production in the Venue, and the PRODUCER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of the Production as distinguished from the operation of the Venue.
- Both parties
11. **Force Majeure** ~~PRODUCER's obligation to provide the Production is subject to the following "Force Majeure Events": detention or prevention by way of interruption or failure of means of transportation, Act of God, riots, strikes, civil unrest (including without limitation violence or threat of injury to the Production performers or patrons), fuel rationing, any unforeseeable act of any contractor, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond PRODUCER's control and/or which materially impact the cost of the Production, the performance of the Production and/or the Engagement. Notwithstanding anything contained in this Agreement to the contrary, inclement weather shall not be deemed to be a Force Majeure Event. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions render the performance(s) of the Production impossible, hazardous or unsafe.~~  
either party shall have the sole right to determine in good faith whether any such weather conditions render the performance(s) of the Production impossible, hazardous or unsafe.
- either party
12. **Remedies** If ~~PRESENTER~~ materially breaches or defaults in the performance of any of its warranties or agreements or undertakings hereunder (a "Default"), then ~~PRODUCER~~ shall have the right to terminate this Agreement and its obligations hereunder. ~~PRESENTER~~ acknowledges that PRODUCER has refused and will refuse profitable offers for other performances of the Production in order to enter into this Agreement and that PRODUCER has incurred and will incur substantial out-of-pocket expenses in connection therewith. PRESENTER therefore agrees that in the event of Default, and PRODUCER terminates this Agreement and its obligations hereunder,
- Both parties

then any and all sums still payable to PRODUCER as Guarantees will be immediately due and payable and, and such sums, together with any sums theretofore paid by PRESENTER, shall be retained by PRODUCER as liquidated damages (and not as a penalty), and PRODUCER shall have the right to present any letter of Credit furnished it for payment and to use the proceeds therefrom for the payment of said Guarantees. PRODUCER shall have, in addition and not in lieu of those remedies set forth above, the right, if there is a Default, to exercise all of its rights and remedies against PRESENTER at law, singly or cumulatively, at PRODUCER's sole discretion. Nothing contained in this paragraph shall in any manner affect any of PRODUCER's other rights as may be set forth in this Agreement.

In the event the PRESENTER shall (i) file a petition in voluntary bankruptcy or requests reorganization under any bankruptcy reorganization or insolvency law, or consents to the filing of any such petition, (ii) make an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, (iii) consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its properties, (iv) have a petition for involuntary bankruptcy, reorganization, or appointment of a receiver, trustee or liquidator filed against it and such petition shall remain in effect for more than thirty days, or (v) be adjudicated bankrupt, or insolvent or (vi) have all or a substantial part of its property sequestered by court order and such order shall remain in effect for more than thirty days, none of such occurrences shall affect the right of the PRODUCER to present for payment the Letter of Credit, if any, furnished it hereunder or impair or affect its right to refrain from furnishing the Production pursuant to the provision of this Agreement in the event of the happening of the contingency therein set forth or to be paid the monies therein provided to be paid to it even if the Production is not so furnished.

### 13. Special Provisions.

PRESENTER expressly acknowledges PRODUCER's intellectual property rights in and to the Production and agrees that it will do nothing inconsistent with such ownership. PRESENTER is expressly prohibited from and must obtain the prior written permission of PRODUCER for any use, sale or other exploitation of PRODUCER's intellectual property rights in and to the Production, including but not limited to any and all reproductions, in whole and or part, of the Production in any and all forms. Notwithstanding any of PRODUCER's other rights and remedies, PRESENTER expressly agrees that PRESENTER shall not, for a period of one (1) year after the date of the Engagement, directly or indirectly develop and/or produce any production substantially similar to the Production (PRODUCER and PRESENTER agree that any productions that are in the so-called "Rhythm of The Dance" style will be deemed to be substantially similar to the Show).

14. **Booking Agent.** AGENCY is acknowledged to have fully performed its obligations upon the commencement of this engagement. It shall not be liable for the default of PRESENTER or the non-performance of PRODUCER. AGENCY shall collect and hold advanced funds deposited by the PRESENTER until PRODUCER has fulfilled the terms of this agreement and shall be authorized to withhold from said deposit funds any amount due from PRODUCER, or, at the written request of AGENCY, PRESENTER shall withhold from PRODUCER's payment the amount of AGENCY's commission due for this engagement. No member of the Production cast or of PRODUCER's staff is an employee of AGENCY.

15. **Notices.** All correspondence and/or notices to PRESENTER and PRODUCER hereunder shall be in writing addressed to the parties at the addresses designated below, or such other address as may be provided by notice duly given, with an additional copy by fax or email to the address and number set forth below. Copies of all correspondence and/or notices to PRODUCER hereunder shall also be given to: New Birth Enterprises, LTD c/o Producers, Inc., 5109 Oakhaven Lane, Tampa, FL 33617-1032, ph (813) 988-8333, email [kcsmith@producersinc.com](mailto:kcsmith@producersinc.com).

16. **Resolution of Disputes.** This Agreement and the performance thereof shall be construed in accordance with the laws of the State of ~~Florida~~ <sup>Illinois</sup> applicable to contracts fully performed therein (and without reference to ~~Florida conflict of law statutes~~), and the parties further agree that the courts of the State of ~~Florida~~ <sup>Illinois</sup>, including the federal courts situated in the State of ~~Florida~~ <sup>Illinois</sup>, shall have sole and exclusive jurisdiction over the parties hereto and the subject matter hereof, except that PRODUCER shall, in its sole discretion, have the option of enforcing this Agreement in the courts of any other state or country having jurisdiction. In the event PRODUCER brings an action or proceeding to enforce the terms of this Agreement, PRESENTER shall be responsible for reasonable attorneys fees and court costs incurred by PRODUCER if PRODUCER is successful in such action or proceeding. Each of the parties hereby consents and submits to the jurisdiction of the State and Federal courts located in ~~Hillsborough~~ <sup>DuPage</sup> County and consents to the venue thereof, waives any claim that its property is exempt from attachment or execution, or that the forum is inconvenient, waives its right to trial by jury, and consents to service of process by registered or certified mail at the address to which notices are to be given and agrees that such service shall be deemed effective as if personal service had been made within ~~Hillsborough~~ <sup>DuPage</sup> County, ~~Florida~~ <sup>Illinois</sup>. In lieu of bringing an action at law or in equity either party hereto may in the alternative submit the claim to final and binding arbitration by a single arbitrator in ~~Hillsborough~~ <sup>DuPage</sup> County, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

### 17. Miscellaneous.

- This Agreement may not be assigned or transferred by PRESENTER without the prior written consent of PRODUCER.
- This Agreement, including its Schedules and Riders, represents the full understanding between the parties and supersedes all prior agreements, and neither party shall be bound by modifications of this Agreement unless set forth in a writing signed by all parties.
- No waiver of any provision of this Agreement shall be binding unless in writing and signed by PRODUCER and PRESENTER, and no waiver of any breach hereof shall be construed to be a continuing waiver or consent to any subsequent breach hereunder.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, executors, administrators, successors and permitted assigns.
- Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Should any provision, or portion of any provision, of this Agreement be adjudged invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions or of the other portions of the provision(s) so adjudged shall not be affected thereby, and any provisions or portions thereof which are illegal, invalid, or otherwise unenforceable shall be curtailed and restricted only to the extent necessary to bring them within the legal requirements.
- Technical and Contract Rider, Financial page and/or Exhibits attached to this Agreement by PRODUCER shall be deemed to be incorporated into and form part of this Agreement. Any alterations and/or additions to such attachments must be initialed and dated by both PRESENTER and PRODUCER.




- g. Use of any gender herein shall be deemed to refer to any other where appropriate from the context.
- h. This Agreement may be signed in counterparts, all of which taken together shall constitute a binding Agreement.
- i. By having examined the production requirements of Production and having requested issuance of this Agreement, PRESENTER has committed to the presentation of Production and the negotiation in good faith of terms included in this Agreement which were not included in PRESENTER's offer. This instrument shall not be binding upon the PRODUCER until executed by the PRODUCER and by the PRESENTER. ~~It shall be assumed that PRESENTER accepts all the terms of this agreement if this agreement is not returned to AGENCY by Dec. 15, 2023.~~ PRESENTER agrees to promptly complete and return to AGENCY the Information Sheet for Artist which accompanies this Agreement.

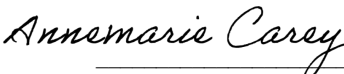
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AGREED AND ACCEPTED:

PRESENTER:  
College of DuPage

PRODUCER:  
New Birth Enterprises, Limited /Rhythm of the Dance

Signed by:  
  
49006CF0BC3F423  
Ellen Roberts, VP of Administration  
DATE: 9/16/2024

 04.09.24  
\_\_\_\_\_  
Kieran Cavanagh  
Fed. ID# 45-4311027

DATE:

Agent: Kathy "KC" Smith

Producers Inc, a division of Live Arts & Attractions, PO Box 148237, Nashville, TN. 37214  
www.livearts.biz & www.producersinc.com (813 988-8333)

[●kcsmith@producersinc.com](mailto:kcsmith@producersinc.com)



**Presenter:** Diana Martinez, Director  
**Email:** [martinezd59@cod.edu](mailto:martinezd59@cod.edu)  
**Phone:** 640-942-3007 College of DuPage  
**McAninch Arts Center**  
**Belushi Performance Hall**  
**425 Fawell Blvd.**  
**Glen Ellyn, IL 60137**

## Formal Offer

Please accept this offer sent on Oct 9, 2023. Offer valid 60 days from this date with the following terms:

<b>Act:</b>	<b>Rhythm of the Dance</b>	
<b>Date</b>	<b>Saturday, March 8, 2025 One performance on Mutually Agreeable Friday, Saturday or Sunday,</b>	
<b>Time(s):</b>	<b>7:30 p.m.</b>	
<b>Act to also include:</b>	3 press interviews, phone-ins are acceptable, and or one post-show Q&A	
<b>Presenter:</b>	McAninch Arts Center College of DuPage 425 Fawell Blvd. Glen Ellyn, IL 60137	
<b>Buyer:</b>	Diana L. Martinez	630-942-3007
<b>Contact/Prod. Manager:</b>	Joseph Hopper	630-942-2913
<b>Offer Artist Fee:</b>	<b>17,500</b>	
<b>Rooms:</b>	<b>12 doubles and 6 singles</b>	
<b>Transportation:</b>	<b>no_</b>	
<b>Venue Capacity:</b>	780 plus and optional 42 additional pit seats depending on stage size needed	
<b>Artist Comps:</b>	<b>10</b>	
<b>Venue Comps:</b>	10	
<b>Ticket Prices:</b>	<b>40 Gold Circle - 65</b>  600 A Price - 60  170 B Price - 55  Sellable Seats: 770 w/out GC pit seats /810 with GC Pit seats (-5 seats for sound board needs)	
<b>MGP less comps/discounts:</b>	<b>\$37,776</b> Note student, Senior and Subscriber discounts	
<b>Expenses Estimated</b>	<b>\$35,982</b>	
<b>Requested:</b>	One 20-minute intermission	
<b>Merchandise Commission:</b>	20% if an artist sells 30% if the venue provides sales staff	
<b>Booking Restrictions:</b>	90 days before or after the confirmed date – 35-mile radius	

**Contract REQUIREMENTS:**

- Deposits not greater than 25% will be paid when College Budget is approved in August 2023
- All payments are made by ACH electronic transfer or College Check
- Contract must be made out to College of DuPage
- For contract to be executed the college requires a certificate of Insurance and endorsement page for all artists who perform on campus**
- W-9 dated in the Current year**
- Signatory is Ellen Roberts, VP of Administration, College of DuPage**
  
- College requires that contracts must be **signed by artist or representative first** to begin processing

**Offer By:** Diana Martinez, Director McAninch Arts Center: [martinezd59@cod.edu](mailto:martinezd59@cod.edu)

**Contact/Prod. Manager:** Joseph Hopper 630-942-2913 [Hopper@COD.edu](mailto:Hopper@COD.edu)

**Marketing Contact:** Whitney Rhodes, Carol Fox and Associates - [whitneyr@carolfoxassociates.com](mailto:whitneyr@carolfoxassociates.com)

**Press Contact:** Ann Fink, Carol Fox and Associates - [Annf@carolfoxassociates.com](mailto:Annf@carolfoxassociates.com)

**Box Office Contact:** Julie Elges, McAninch Arts Center – [Elgesj@cod.edu](mailto:Elgesj@cod.edu)

**Contracts/payment:** Kari Schottle, McAninch Arts Center – [schoettlek@cod.edu](mailto:schoettlek@cod.edu)

Please forward this form to  
**The Finance Office**  
no need to return with contract

**Payment Information**  
for  
**RHYTHM OF THE DANCE**

From: Producers, Incorporated  
To: College of DuPage  
Performance date: March 8, 2025

**Payment Schedule**

*All payments are to be made in US Dollars.  
Please include on each check Artists Name and Performance Date*

**TOTAL AGREED COMPENSATION: \$17,500.00 USD**

payable as follows:

**DEPOSIT:**

**\$1,750.00 USD** payable to "Producers, Inc. f/c/t Rhythm of the Dance", to arrive at AGENCY ~~no later than~~  
**July 15, 2024.** ASAP upon full execution of agreement

**A second deposit of \$2,625.00 USD** payable to "Producers, Inc. f/c/t Rhythm of the Dance", is to arrive at  
**AGENCY ~~no later than January 15, 2025.~~** ASAP upon full execution of agreement

**FINAL PAYMENT**

**\$13,125.00** payable to "New Birth Enterprises LTD." One-half hour prior to the performance.

(Should **PRESENTER** be required to withhold state taxes, the total withholding is to be subtracted from this.)

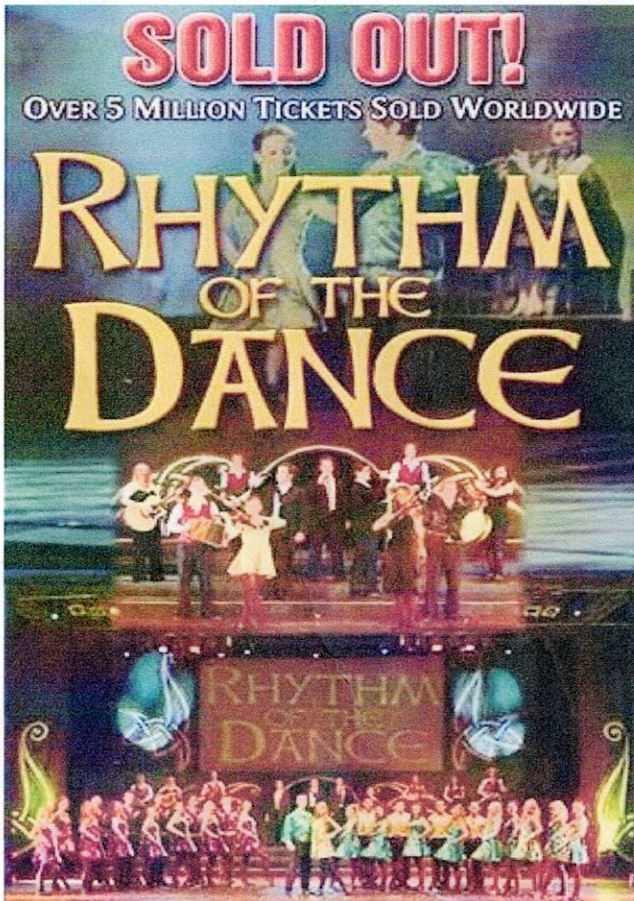
The artist's Federal ID number is 45-4311027

**Producers Inc, a division of Live Arts & Attractions, PO Box 148237, Nashville, TN. 37214**  
**www.livearts.biz & www.producersinc.com (813 988-8333)**



\*Exclusive representation

Congratulations. You have chosen to present



This addendum presents the optimal requirements anticipated for this presentation. The purpose of this document is to assist your staff in their preparation. Do not hesitate to call with any concerns or questions. Our goal is to create a situation where all of our combined efforts and attention to detail result in a successful performance for the audience, artists, and you, the presenter. If some adaptation is required for your facility, the artist's production staff will make every effort to accommodate you and still maintain the quality goal you and the artist mutually seek to achieve. TWO ITEMS WHICH ARE VERY NECESSARY ARE 1. A NON-SLIPPERY MARLEY TYPE STAGE SURFACE, AND 2. A PERSON TO ASSIST THE WARDROBE MISTRESS WITH COSTUMES. However, we request that you communicate with the artist's representative prior to making any changes to this document, and communicate all changes to the Agency so that they may be incorporated into the Basic Agreement.

Producers, Incorporated  
813-988-8333 5109 Oakhaven Lane  
Tampa, Florida 33617

## *TNew Birth Enterprises, LTD*

**ADDENDUM** to Agreement between **College of DuPage** and New Birth Enterprises, LTD dated **October 11, 2023**, for a performance by ***Rhythm of the Dance on Saturday, March 8, 2025.***

### **PRODUCTION:**

Lighting and sound equipment to meet the requirements of this document, along with a lighting technician, lighting director, sound technician and sound operator, must be arranged and paid for by the local promoter, unless approved otherwise, in writing, by the producer. In the event the PRODUCTION is engaged by a middle agent who in turn sells PRODUCTION to a promoter, said middle agent must provide his own independent carnet which must include the all the terms of this Addendum and the technical Addendum.

### **ACCOMMODATION: (see Agreement)**

PRESENTER is to provide twelve (12) twin rooms and six (6)) single rooms **and breakfast** each day of the engagement in a minimum three-star hotel (guest houses not acceptable) where possible. See the agreement for room requirements. If a minor change is necessary in rooming requirements PRESENTER will be notified at least six weeks in advance of the engagement.

All twin rooms must have separate beds. Double beds or a joining bed will not be acceptable.

### **~~TRAVEL: only if applicable (Non-Applicable on US Tour)~~**

~~Round trip air travel for 26-28 people (economy) -- (if specified in Basic Agreement).  
Local transportation for 26-28 people, for engagements more than three days.~~

### **WARDROBE:**

The following are to be provided by and at the expense of PRESENTER:

1. One wardrobe person must be available for every performance. This person is to be there at the load in time specified in the technical rider. If there is more than one show on the same day, the Company wardrobe mistress will co-ordinate the working hours for the wardrobe person daily. **The wardrobe person must not leave the wardrobe room for the day until given permission to do so by the Company wardrobe mistress.**
2. wardrobe storage and maintenance spaces (with washing machine and dryer) backstage. This space is to be provided with two Irons, two ironing boards, and a steamer. PRESENTER will confirm the existence of these facilities to the Company Manager at the time contact is made to advance the show.
3. 25 medium-sized towels.
4. For venues over 3,000 ft. elevation, please provide 2 oxygen tanks including sterile cannulas and/or masks, to be available at all times to cast/crew

### **LOAD IN/BUILD TIME:**

Stage (clear and cleaned) and house must be made available for the exclusive use of COMPANY for an absolute minimum of 8 hours before the curtain. If the showtime is between 7:00 and 8:30pm, the load in time will be scheduled for mid-day. If the show



time is at an earlier time, then a load in time must be confirmed with the Production manager in advance.

**OTHER:**

Chairs, tables and mirrors will be required backstage for the cast.

**MIXERS:**

There must be room for the stage sound and lighting system mixers, as centrally as possible, at approximately 30-50 feet (inside) and approximately 90-115 feet (outside). For an open-air show there must also be a platform of approximately 12 feet by 8 feet at a height of approximately 3 feet, which should be protected from the weather.

**DRESSING ROOMS:** There are a total of 22-24 artists.

(Where possible)

2 rooms for women, 1 room for men and one room for musicians, basically enough to accommodate the entire cast.

1 office with telephone for management.

25 large towels are required. These towels are to be in the wardrobe room following rehearsals.

If the dressing rooms cannot be locked there should be one or more security guards to prevent possible theft. Members of the crew could be used.

**PER DIEMS: (Non-Applicable – See Catering)**

per diems as specified in the Basic Agreement are to be paid before the beginning of the show each day to the Company Manager.

**CATERING:**

The following is to be in place in the green room or similar by 3 hours prior to the first performance each day:

1 buffet table with water, tea, coffee, fruit juices, fresh fruit, an assortment of meat/ chicken buffet style arrangement with Vegetables/potatoes/French fries or Pizza / Mexican/ Chinese food for 29 people, cookies, and potato chips. (Please email Ken on [rotdproduction@gmail.com](mailto:rotdproduction@gmail.com) for direction on hospitality set-up)

40 liters of bottled water for stage use in small bottles.

**A hot meal will be provided.** A warm meal must be provided for the 3 Company technical crew approximately 2 hours after the load-in begins.

**SECURITY AND PROTECTION OF EQUIPMENT:**

At the PRESENTER's discretion.

**ADVERTISING AGREEMENT:**

The PRESENTER does not have the right to come to any agreement on monetary profit or use of the artist's names with a third party without written consent from The National Dance Company of Ireland.

**RECORDING (INTER ALIA):**

No mechanical reproductions, either sound or video, may be made without written consent from The National Dance Company of Ireland.

**MERCHANDISING:**

Space for a table in a good position (6-foot table). No extra fee to be charged to the Merchandiser. Any costs or concessions are to be paid by PRESENTER.

*New Birth Enterprises, LTD*

**“FREE” TICKETS:**

PRESENTER may issue the company with 10 **free tickets**, in the unlikely event that they desire them.

**CANCELLATION:**

If for any reason the engagement is cancelled by the PRESENTER, then the following terms apply:

- Cancellation up to one month prior to the performance - full agreed fee payable.
- Cancellation between one and three months prior to the performance - 50 percent of the agreed fee is payable.

WE HOPE YOU DO NOT CONSIDER OUR REQUESTS UNREASONABLE AND ARE LOOKING FORWARD TO A GOOD SHOW.

Please sign and return this Addendum, along with the Basic Agreement, to Producers, Incorporated no later than the date stated on the Basic Agreement.

AGREED

Signed *Annemarie Carey* 04.09.24

Date: \_\_\_\_\_

New Birth Enterprises, LTD.

Phone: +353 1 6769090 Fax: +353 1 6769080

e-mail: [kcpentertainments@gmail.com](mailto:kcpentertainments@gmail.com) [www.rhythmofthedance.com](http://www.rhythmofthedance.com)

**PRESENTER:**

Signed by: \_\_\_\_\_  
Signed: *Ellen Roberts*  
49066CF0BC3F425...

Date: 9/16/2024



# RHYTHM OF THE DANCE

## 2023 TOUR

If any changes or updates we will be in touch in advance

# **RHYTHM OF THE DANCE 2023**

## **Lighting:**

2 X 1.2HMI or MSR follow spots with mechanical dimmer, iris  
2 follow spots operators for show time.

7 x ETC Source Four Zoom 15/30 (25/50)

All profiles must have all working shutters.

8-10x PC 1 kW Front Light – open white

6 x Mac Quantum Profile/ Robe Pointe

8 x Robe 600+ / 600/ 800

6-12 Pixel Bar 18 Q4 Tour / Led Bar RGB

Haze machine with fan (only if moving lights are available)

Please use separated DMX multicore/cables for yours lighting system

We carry our own GrandMa Command Wing lighting console with 3 seperated XLR outputs.

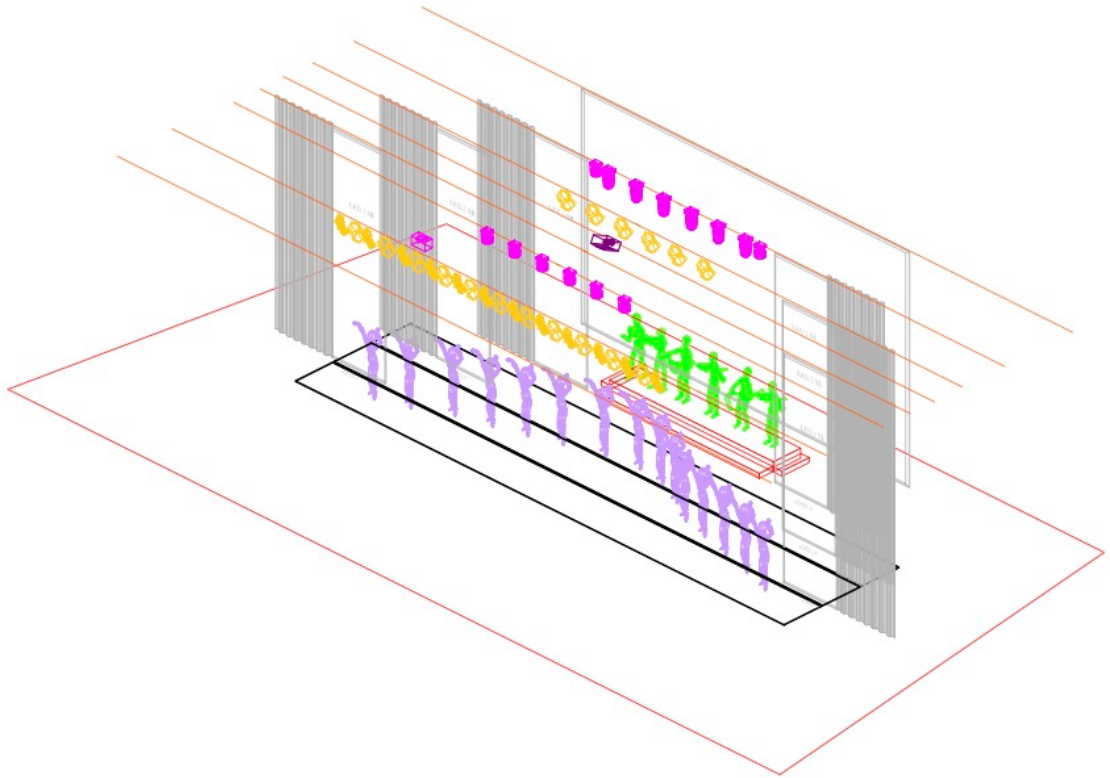
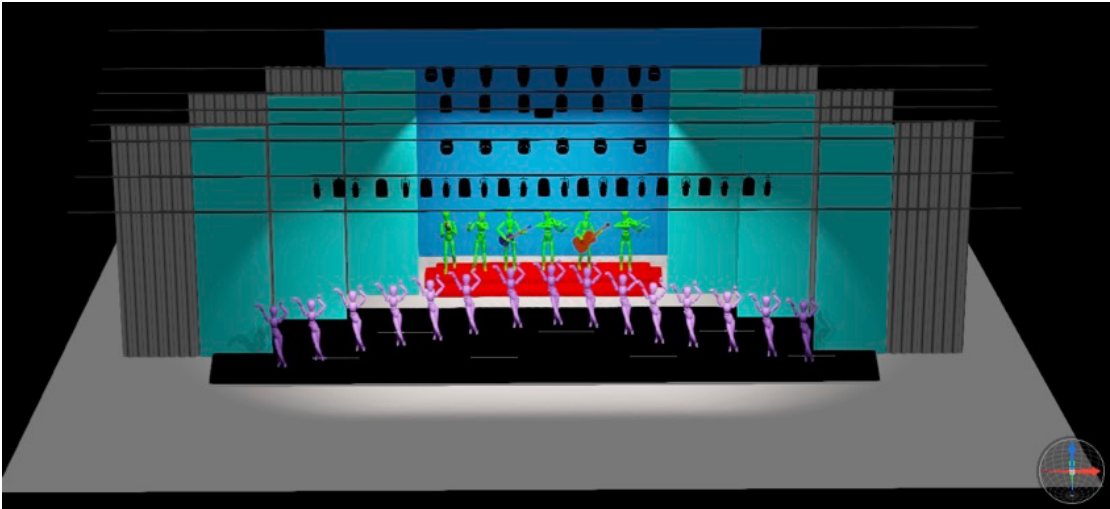
Please provide network cable CAT5 from stage to FOH for lights.

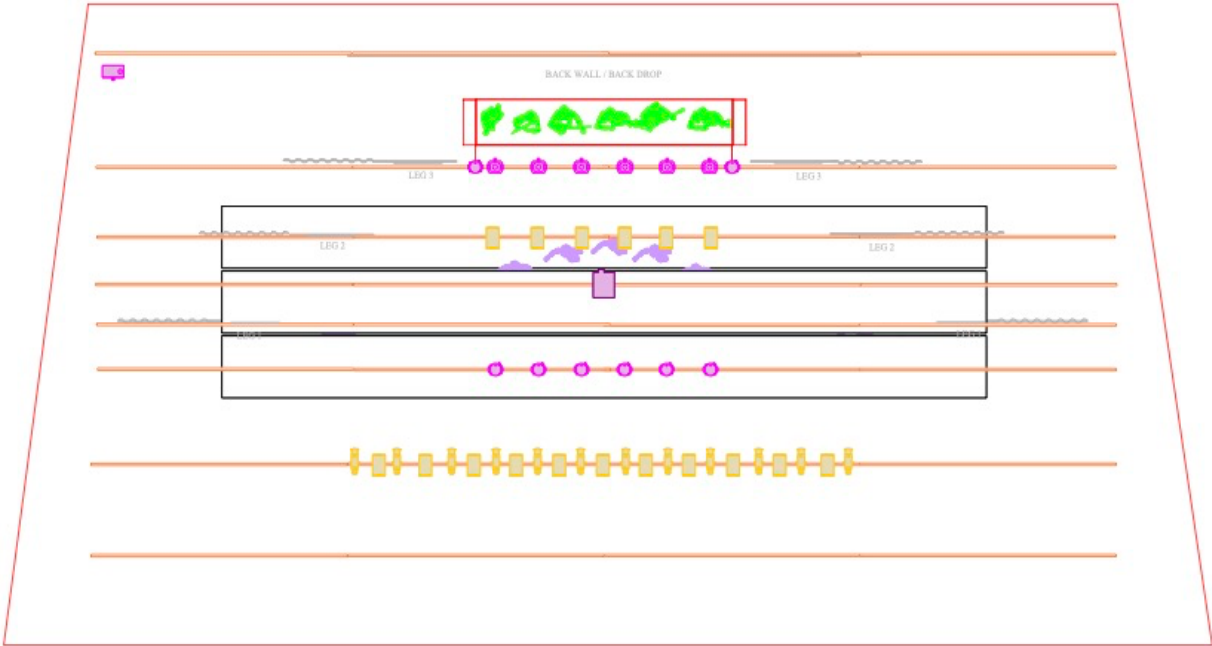
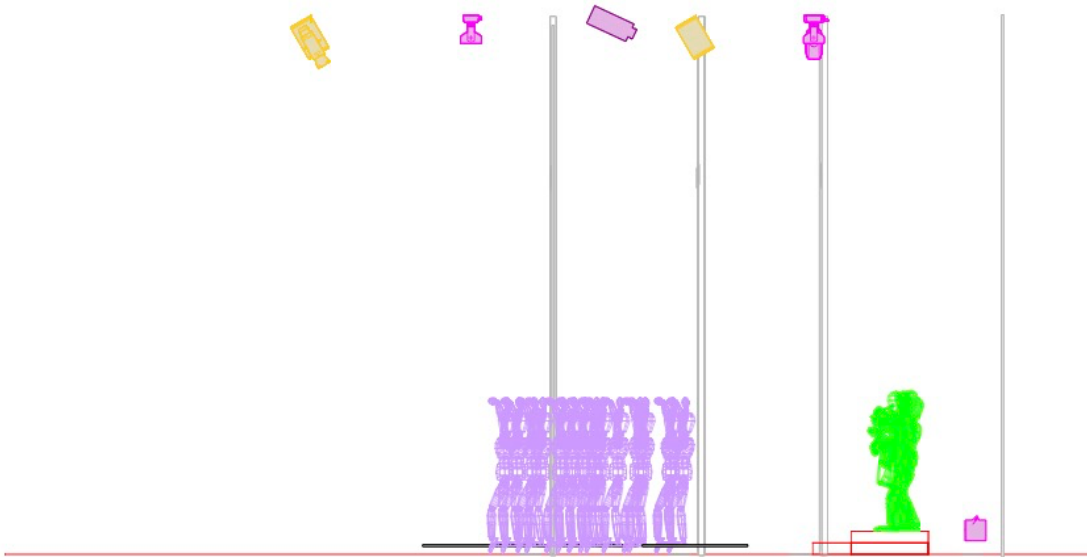
## **Projection:**

We carry our own projector Optoma ZU860

In some cases we require projector HD min 10000 Lumens but we will be in touch in advance.

Video output is at FOH controlled by lighting desk –Macbook PRO with HDMI output





LD KAROL JASTRZĘBOWSKI  
LIGHTING PLAN-ROTD 2022  
Now11/22  
+48 518 948 078  
karoljastrzewski@wp.pl

## **RHYTHM OF THE DANCE 2023**

### **Audio**

HOUSE PA (d&b Audiotechnik, ADAMSON, MEYER SOUND, L-ACOUSTIC) WITH ALL NECESSARY AMP'S, CABLES AND CROSSOVER,

PA MUST BE ABLE TO COVER VENUE WITH ACCEPTABLE SPL ALL OVER WITH FRONT FILLS AND OUT FILLS

### **Mixing console – we have our own A&H Cti1500 + CDM32**

### **Monitors**

2 or 4 monitors on speaker stands in 1 or 2 mixes (d&b Max 15/Max2/M4/ EAW/ Martin Audio...)

### **Multicore/ Stagebox:**

We carry our own stagebox.

3x local Cat5 lines (2x for audio and 1x video)

### **Stands:**

2 tall boom mic stands

2 short boom stands

**ROTD PROVIDES ALL WIRELESS SYSTEM AND OTHER MICROPHONES.  
ROTD PROVIDES IEM SYSTEM**

**ANY QUESTIONS? Please call or e-mail:**

***Grzegorz Kozlowski – GREG***

**Mobile: +480509956031**

**e-mail: [rotd.tech@gmail.com](mailto:rotd.tech@gmail.com)**

<b><u>INPUT LIST</u></b>		
1	FIDDLE	SENNHEISER 6000 + SK6000+DPA 4099
2	BANJO	SENNHEISER 6000 + SK6000
3	FIDDLE	SENNHEISER 6000 + SK6000+DPA 4099
4	FLUTE	SENNHEISER 6000 + SK6000+HSP4
5	GUITAR	SENNHEISER 2000 + SK2000
6	GUITAR	SENNHEISER 2000 + SK2000
7	BODHRAN	SENNHEISER 6000 + SK6000+ew908
8	BODHRAN	SENNHEISER 6000 + SK6000+ew908
9	VOC 1	SENNHEISER 6000 + SKM6000
10	VOC 2	SENNHEISER 6000 + SKM6000
11	SHOES 1	SENNHEISER 2000 + SK2000
12	SHOES 2	SENNHEISER 2000 + SK2000
13	DOWNSTAGE ST RIGHT	SENNHEISER ME66
14	DOWNSTAGE ST RIGHT	SENNHEISER ME66
15	DOWNSTAGE CENTER	CROWN PCC160
16	DOWNSTAGE ST LEFT	SENNHEISER ME66
17	DOWNSTAGE ST LEFT	SENNHEISER ME66
18	MIDSTAGE RIGHT	SENNHEISER ME66
19	MIDSTAGE LEFT	SENNHEISER ME66
20	UPSTAGE RIGHT	SENNHEISER ME66
21	UPSTAGE LEFT	SENNHEISER ME66
22	UPSTAGE CENTER	CROWN PCC160
23		
24		
25		
26		

Please note that input list may be changed

<b><u>dLive CDM32 OUTPUTS</u></b>		
OUT 1	IEM MIX 1	FIDDLE
OUT 2	IEM MIX 2	BANJO
OUT 3	IEM MIX 3	FIDDLE 2
OUT 4	IEM MIX 4	FLUTE
OUT 5	IEM MIX 5	GUITAR
OUT 6	IEM MIX 6	VOC 1
OUT 7	IEM MIX 7	BODHRAN
OUT 8	IEM MIX 8	VOC 2
OUT 9	STAGE RIGHT MONITORS	
OUT 10	STAGE LEFT MONITORS	
OUT 11	-----	
OUT 12	-----	
OUT 13	MAIN L	
OUT 14	MAIN R	
OUT 15	FRONTFILLS	
OUT 16	SUBS	

# RHYTHM OF THE DANCE 2023

## Staging:

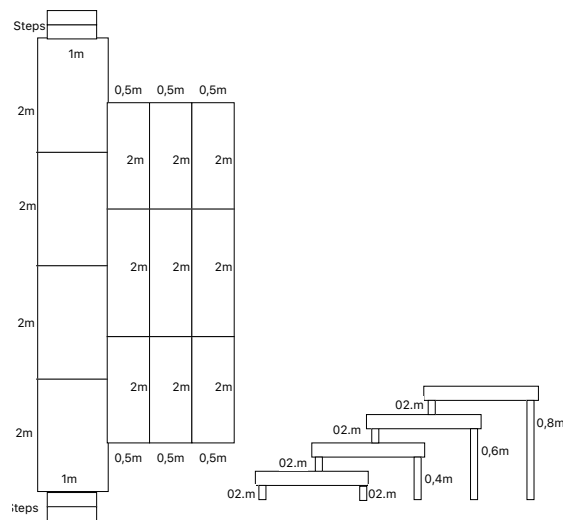
ROTD will carry backdrop and stage legs (3 pairs)

### Also required but not carried by ROTD:

13 (THIRTEEN PIECES) 4x 2m/1m/80 cm + 5x 2m/1m/60cm + 5x 2m/1m/40cm + 5x 2m/1m/20cm (4 x 8ft/ 4ft/ 32 in + 3x 8ft/ 4ft/ 24 in +3x 8ft/ 4ft/ 16 in + 3x 8ft/ 4ft/ 8 in)(or similar) stage risers in front of screen for band.

### No risers on wheels!

We need treads (steps 30/60 cm) at sides of highest riser.



**WE REQUIRE THAT THE STAGE IS COVERED IN A MARLEY DANCE SURFACE**



## **LOAD IN/BUILD TIME:**

Stage (clear and cleaned) and house must be made available for the exclusive use of COMPANY for an absolute minimum of 6 hours before the curtain. If the showtime is between 7:00 and 8:00pm, the load in time will be scheduled for mid-day. If the show time is at an earlier time then a load in time must be confirmed with the Production manager in advance.

## **Additional Items:**

2 rolls of good quality gaffa tape (black matt)  
4 station intercom/talkback system (Spots, Lighting and Stage)  
FOH auditorium space for Audio and Lighting control.  
FOH foyer Merchandise selling space

## **Wardrobe:**

Laundry facilities including:  
Commercial size washer and drier(s) – WE DO LAUNDRY EVERYDAY  
Portable clothing racks, plus one/two Costume steamers  
Dressing rooms to accommodate 33 people.  
30 (thirty) normal size towels each show.

## **WE TOUR 4 CREW:**

Tour Manager	- rotdproduction@gmail.com
Audio/Production Manager/ AV/backdrop and legs	- rotd.tech@gmail.com
Lighting Director	- karoljastrzebowski@wp.pl
Wardrobe	

**McAninch Arts Center at College of DuPage**  
**CONTRACT / AGREEMENT RIDER**

This Rider, dated **Wednesday Sept 3, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **New Birth Enterprises LTD** (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.

amc

### **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  
04.09.24

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: 9/16/2024  
\_\_\_\_\_

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**McAninch Arts Center**  
**Contact Information**

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Contracts/ Payment – Ellen McGowan	630-942-3009, <a href="mailto:mcgowan@cod.edu">mcgowan@cod.edu</a>
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