

**Information:**

**Drawer:** Accounts Payable - Invoices **Vendor Number:** 1184901 **Vendor Name:** Second City Inc

**Check Details:**

**Check Number:** 0346594 **Check Amount:** \$ 8,000.00 **Check Date:** 11/18/2025

**Invoice Details:**

**Invoice Number:** TR26-SECHOLBAL **Invoice Date:** 11/10/2025 **PO Number:** NULL **Voucher Number:** V0913483

**Document Type:** AP Invoice

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**Document Below**

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
Total			\$

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$10,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$25,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](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.



This is the contract for your upcoming engagement. The following contract serves as both the written contract and invoice for the Services (as defined below). This Contract is a confirmation of the agreement that you have already made to engage the performance of the named Artist for the date, time, amount and other terms shown below. Failure to return the executed contract does not cancel your agreement to engage the Artist(s) for the stated performance date(s) for the full amount set forth.

#### Artist Information

<b>ARTIST(S)</b>	THE SECOND CITY TOURING COMPANY	<b>PERFORMANCE DATE</b>	12/06/2025 (Sat) 5:00 PM - 9:45 PM - 2 Shows Artist to perform two 45-minute sets with a 15 minute intermission. 2 shows 5PM and 8PM. Masterclass TBD
<b>CONTRACT #</b>	851745	<b>CONTRACT DUE DATE</b>	<del>03/03/2025 (Mon)</del> <b>ASAP</b>

#### INSTRUCTIONS

1. If signing manually, Please print and sign where indicated in the Presenter signature box and initial ALL other pages.
2. Make your deposit payment online through the ECE payment processing link provided by your Agent. Both electronic check and credit card options are available through the link.
3. Please consult contract terms for [final payment instructions](#).

(Please retain a copy for your records. We will send you a completed contract once it has been signed by the Artist.)

If you have any questions regarding this contract, please don't hesitate to call.

THANK YOU FOR DOING BUSINESS WITH EASTCOAST ENTERTAINMENT, INC.

PLEASE DO NOT STAPLE

EastCoast Entertainment  
BookECE.com  
855-323-4386  
info@bookece.com

;



Do Not Staple

P.O. Box 73210  
North Chesterfield  
VA 23235



Contract:

**Contract #** 851745  
**Agent** Amir Al-Qadaffi

**THIS CONTRACT** ("Contract") is for the personal services of entertainers on the engagement described below, made on **January 3, 2025** ("Contract Date") between the undersigned Purchaser of Entertainment (herein called "Presenter") and **THE SECOND CITY TOURING COMPANY** (herein called "Artist(s)" which term is to include the named individual, the named individual's group, the named group as well as the named group's individual members). This Contract also provides terms for the talent booking services/other services between Artists(s), the Artists(s)' leader, manager, or representative (the "Artist(s)' Representative") and EastCoast Entertainment, Inc. ("ECE" or "EastCoast"), a third-party beneficiary to this Contract. The Artist(s) are engaged jointly and severally (as a group and individually) on the terms and conditions set forth herein. The Artist(s)' Representative represents that the Artist(s) has/have agreed to be bound by the terms and conditions set forth herein. The Artist(s) as an individual, as a group or as an individual member of the group may enforce this Contract. The Artist(s) individually and together agree to be bound by the terms of this Contract and to render services under the undersigned Artists(s)' Representative. All content that follows, including but not limited to The General Contract Terms and Conditions and Rider(s), is hereby incorporated into this Contract. The items under Performance Location, Date & Time of Performance below are collectively referred to as the "Services."

**Performance Location**

McAninch Arts Center  
MCANINCH ARTS CENTER  
AT COLLEGE OF DUPAGE  
425 FAWELL BOULEVARD  
GLEN ELLYN, IL 60137-  
6599  
Indoor

DIANA MARTINEZ  
Executive Director  
(630) 942-3007  
martinezd59@cod.edu

**Date & Time of Performance**

12/06/2025 (Sat) 5:00 PM - 9:45 PM - 2 Shows  
Artist to perform two 45-minute sets with a 15 minute intermission. 2 shows 5PM and 8PM. Masterclass TBD  
Central Time (US & Canada)

**Payment Terms**

<b>Gross Price Agreed Upon:</b>	\$16,000.00	Includes total monies that Presenter will pay for M Services <b>ASAP upon contract execution</b>	
<b>Deposit Due:</b>	\$4,000.00	<b>Deposit To:</b>	<b>EastCoast Entertainment, Inc.</b> on 08/01/2025 FED ID # 54-1024623
<b>Deposit Due:</b>	\$4,000.00	<b>Deposit To:</b>	<b>EastCoast Entertainment, Inc.</b> on 12/06/2026 FED ID # 54-1024623
<b>Balance Due</b>	\$8,000.00	<b>Balance To:</b>	THE SECOND CITY, INC at end of engagement via M Organization Check or <del>Certified Check</del> on 12/06/2025M (Sat) <b>ACH, see MAC Rider #5</b>

**Other Terms & Conditions**

Presenter agrees that the terms of the attached Artist Rider are incorporated into this agreement and are hereby part of this contract. Presenter to provide Agency with weekly ticket count from ticketing vendor beginning 12 weeks prior to show as well as final ticket summary post-show. Two performances plus 1 mutually agreeable Masterclass (TBD) for \$16,000. ARTIST agrees to participate in 3 press interviews (phone-ins are acceptable) (TBD). Presenter to provide 1 meal for cast and crew between shows. CAP: 780 plus and optional 42 additional pit seats depending on stage size needed. TIX: 40 Gold Circle \$49

600 A Price \$39 170 B Price \$31. COMPS: 10 ARTIST, 10 PRESENTER. MERCH: 80/20 ARTIST sells. 70/30 VENUE sells.

~~EXCLUSIVITY: 35 miles 90 days prior/post engagement.~~ Deposits not greater than 25% will be paid when College Budget is approved in August 2025. All payments are made by ACH electronic transfer or College Check. Niki Morrison, Carol Fox and Associates - nikim@carolfoxassociates.com

*Further terms and conditions appear on the following page(s) and are incorporated into this Contract by reference – VERY IMPORTANT – READ!*

Presenter Initials

ER

Do Not Staple

P.O. Box 73210  
North Chesterfield  
VA 23235



Contract:

Contract # 851745  
Agent Amir Al-Qadaffi

## Presenter

Please verify the following before signing the contract. Contact your agent if anything appears incorrect.

- ☒ Event Date(s), Times(s) and Location are correct
- ☒ Presenter has read and agrees to all Contract terms including but not limited to the General Contract Terms and Conditions, found below the signature box, and if referenced in this Contract, the Other Terms & Conditions and Riders, all of which are presented online with this Contract, and if this Contract is printed out, are associated with this Contract number.

COLLEGE OF  
DUPAGE  
MCANINCH ARTS  
CENTER

**Signatory & Primary Contact**  
DIANA MARTINEZ  
martinezd59@cod.edu  
(630) 942-3007

MCANINCH ARTS CENTER  
AT COLLEGE OF DUPAGE  
425 FAWELL BOULEVARD  
GLEN ELLYN, IL 60137-  
6599

Ellen Roberts  
VP, Administrative Affairs

**NAME & TITLE OF**  
SIGNATORY BELOW

*Person signing below has  
authority to sign on behalf of  
the Presenter named above. If  
not, signer agrees to be  
personally liable.*

Signed by:  
Ellen Roberts 3/30/2025  
PRESENTER DATE  
SIGNATURE

## Artist

THE SECOND CITY TOURING COMPANY

Jeremy Smith

ARTIST SIGNER NAME

General Manager

TITLE OF SIGNATORY BELOW

Jeremy Smith  
ARTIST SIGNATURE

07-03-2025  
DATE

*Person signing above is signing on his/her own behalf. Artist(s) and Artist(s) Representative are jointly and severally liable. See further terms in Paragraph 1.*

Presenter to sign and return all copies of Contract -- FAXED AND EMAILED COPIES OF THIS DOCUMENT (AND E-SIGNATURES) ARE BINDING



Do Not Staple

P.O. Box 73210  
North Chesterfield  
VA 23235



Contract:

Contract # 851745

Agent Amir Al-Qadaffi

## General Contract Terms and Conditions

**The following General Contract Terms and Conditions are hereby incorporated into and made a part of the contract number referenced above.**

1. The Presenter is individually and personally liable for the Gross Price. The person signing for the Presenter is individually and personally liable unless they are an authorized signer for the Presenter. The Artist(s) and the Artist(s) Representative are individually and jointly liable for performance under the terms of this Agreement. If the Artist(s), or the Artist(s) Representative, are an Association, Company, Corporation, Partnership or any entity other than an individual, the person signing for the Artist(s) agrees to be personally, jointly and severally liable for the terms of this Contract.

2. The Presenter shall at all times have reasonable supervision, direction, and control over the services of Artist(s) on this engagement. If any Artist(s) have not been chosen upon signing of this Contract, the Artist(s) Representative, as agent for the Presenter and under his instructions, shall hire such persons and any replacements as are required. The Presenter hires the Artist(s) as a unit, and the Artist(s) may make personnel and/or unit name changes in its sole discretion.

3. The Artist(s) and/or its undersigned Artist(s) Representative (individually and on behalf of the Artist(s)), agrees that the Deposit is to be paid to EastCoast. This Deposit is due and payable on the Deposit Due Date specified above. The Artist(s) and Presenter agree that EastCoast may retain its previously agreed upon fee ("EastCoast Fee") plus the Artist Services Division Reserve Amount ("Reserve Amount"), if any, out of the Deposit. (The Gross Price may include a Reserve Amount above the Artist(s) fee and EastCoast's Fee.) EastCoast will hold the Artist(s)' fee portion of the Deposit in escrow for Artist(s)' benefit until EastCoast releases the funds. The Deposit may be held in an interest-bearing account. The Presenter and Artist(s) each agree that they have no right, title or claim to any interest earned on any Deposit amount under any circumstance. The Presenter is liable for payment of the Deposit to EastCoast and any unpaid amount of Deposit is not paid within five(5) days of the due date is subject to a late charge of ~~1.5%~~ <sup>1%</sup> per month until paid, plus reasonable attorneys' fees as well as any other collection fees and costs incurred for collection. If the Deposit is paid to the Artist(s), failure of Artist(s) to pay the EastCoast Fee when due gives EastCoast an immediate cause of action against the Artist(s) for the amount of the EastCoast Fee, plus reasonable attorneys' fees, court costs, interest at the rate of ~~1.5%~~ per month from the due date until paid, as well as any other collection fees and costs incurred.

4. If before the date of any scheduled performance it is found that the Presenter has not performed fully to its obligation under any other Contract with any other party for another engagement or that the financial credit of Presenter has been impaired, the Artist(s) may cancel this Contract. In the event that the Presenter does not perform fully all of its obligations herein, the Artist(s) shall have the option to perform or refuse to perform hereunder, and in either event the Presenter or the person signing for the Presenter, jointly and severally, shall be liable to the Artist(s) for the Gross Price set forth herein, plus reasonable attorneys' fees, court costs, and interest at the rate of ~~1.5%~~ per month from the due date until paid, as well as any other collection fees and costs incurred. The Artist(s) are hired as a unit, not as individual performers. Presenter understands that individuals of the unit at the time of booking may change or not be available at the time of performance. Presenter agrees that Artist has the right to make personnel changes or substitutions without approval or notification as long as the changes or substitutions do not materially alter performance capability. If the Presenter believes the Artist(s) cannot meet the Presenter's reasonable expectations, Presenter must immediately give EastCoast and the Artist(s) written notice of concerns and engage in discussion with EastCoast and the Artist(s). If the Presenter, EastCoast and Artist(s) all agree that the Artist(s) cannot perform as reasonably expected, EastCoast will have the opportunity to provide a comparable substitute artist(s) as determined in the sole discretion of ECE for the Services under the same terms and conditions of this Contract ("Substitute Services") and Presenter shall be liable to pay for the Substituted Services under the terms and conditions of this Contract. EastCoast's inability to provide Substitute Services constitutes an Artist(s) default and any amount paid under this Agreement will be refunded to the Presenter (Artist(s)' Default").

5. Artist(s)' Representative shall enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. On behalf of the Presenter, the Artist(s)' Representative will distribute the amount received from the Presenter to the Artist(s), or in place thereof, provide a separate memorandum to the Presenter at or before the commencement of the Services indicating the proper disbursement to each individual Artist(s).

6. Neither the Presenter nor the Artist(s) shall have the right to cancel its obligations under this Contract unless such cancellation is based upon a force majeure event (as defined below) in accordance with the terms and conditions of this paragraph and subsequently agreed to in a writing signed by the Presenter, Artist(s) and ECE. For the purposes of this paragraph, a force majeure event ("Event") shall be defined as unforeseeable unavoidable and external causes or circumstances beyond the reasonable control and without fault or negligence of the party affected thereby, such as acts of God, governmental regulation, war, acts of terrorism, weather, floods, fires, accidents, strikes, order of civil or military authority, hostilities, rebellion, revolution, civil war, riot, curtailment or interruption of transportation facilities, proven serious illness of the Artist(s), or other causes which wholly or partly prevent the performance of the contractual obligations, but specifically excluding (i) economic factors alone, and (ii) epidemics or pandemics. If an Event occurs, the Presenter, Artist(s), or ECE may initiate a request for cancellation of this Contract pursuant to this section by providing written notice within reasonable time to each of the Presenter, Artist(s) and East Coast, as applicable, stating specifically what Event they believe has occurred. A reasonable period of time shall be defined as no more than ten (10) and no fewer than two (2) days prior to the date of performance. If cancellation is requested under this section, and the Presenter, Artist(s) and East Coast all agree in writing that an Event has occurred which would render the performance of the contract impossible and/or illegal, then the Performance will be cancelled, and payment by the Presenter and/or refund of payment to Presenter will be made as follows: (i) If the Deposit and/or Balance have already been paid directly to the Artist(s), and/or a third-party, and if the Artist(s) and/or third-party agree to refund the Deposit and/or Balance, the Deposit and/or Balance will be refunded to the Presenter, less twenty percent (20%) which is retained by ECE for work already performed. If the Artist(s) and/or third-party do not agree to refund amounts already directly paid to them, no portion of the Deposit and/or balance are refundable; (ii) If the Deposit and/or Balance have not been paid directly to the Artist(s) and/or a third-party, but were paid to and remain with EastCoast, Presenter will reimburse Artist(s) for Artist(s) out-of-pocket travel expenses incurred in attending or preparing to attend at the location of the performance, and Presenter will pay twenty percent (20%) of the gross contract price to EastCoast for services rendered. EastCoast will withhold the foregoing amounts from any Deposit or Balance already paid and remaining with EastCoast, and then pay the remaining amount to the Presenter. If the Presenter has not paid any monies to EastCoast or the Artist(s) and/or third-party, the Presenter will pay EastCoast the amounts set forth in herein in (ii). This provision shall be the sole remedy of the Presenter and Artist(s) in the event either the Presenter or Artist seek to cancel the contract and/or excuse non-performance due to an Event. The Presenter and Artist(s) specifically agree that the common law doctrines of impossibility of performance, impracticability of performance and/or frustration of purpose are waived under the terms of this Contract. This provision is not self-executing by the Presenter or Artist(s), but requires agreement among and between the Presenter, Artist, and EastCoast that an Event which would render the performance of the contract impossible and/or illegal has occurred.

COVID-19 Exception: The following applies if the requested Contract cancellation arises out of or is related in any way to, or is because of any possible issues or circumstances related to the COVID-19 virus and/or a COVID-19 variant (either singularly or collectively "COVID 19 reasons"). COVID-19 reasons are not an Event to excuse nonperformance of this Contract pursuant to paragraph 6. However, either the Presenter or Artist may seek to reschedule due to a COVID-19 reason in accordance with the following: The Presenter or Artist may send written notice to EastCoast no later than thirty (30) days prior to the scheduled performance date requesting to reschedule for a later date due to COVID-19 reasons that are specified in writing, and if the Artist, Presenter and EastCoast all agree in writing to reschedule the performance to a mutually acceptable date, the Presenter's Deposit and Balance will be credited towards the rescheduled performance. If the reschedule request due to Covid-19 reasons is by the Presenter, and the Artist and EastCoast in their sole discretion determine that in good faith there can be no rescheduling, then the Presenter will be liable only for all out-of-pocket expenses (e.g. nonrefundable prepayments for travel or production) incurred by the Artist due to the reschedule request of the performance date plus ~~50% of the gross contract price which shall be paid to EastCoast~~, and the remaining Deposit, if any, shall be refunded to the Presenter. If due to COVID-19 reasons the Presenter chooses not to reschedule the Performance and the Artist and EastCoast in their sole discretion determine that the failure to reschedule is not in good faith, no amount of the Deposit shall be returned to the Presenter and the full amount of the gross contract price remains due and owing.



7. Notwithstanding the provision of Paragraph 6, for outdoor shows, unless Presenter has an alternative indoor location acceptable to the Artist(s), Presenter assumes all weather - related risk and shall pay Artist(s) the full amount of the Gross Price in the event the performance is cancelled due to inclement weather. The only time an outdoor event may be cancelled pursuant to Paragraph 6 herein is if the weather-related risk would cause a similar indoor event to be cancelled.
8. Once signed by both parties, this Contract constitutes the sole, complete and binding Contract between the Artist(s) and the Presenter. EastCoast acts only as agent or consultant and assumes no personal responsibility or liability as between the Presenter and Artist(s).
9. The Presenter is responsible for filing IRS Form 1099, if applicable, on all payments made to the Artist(s) under this Contract, regardless of whether such payments are made to EastCoast, or to the Artist(s) directly.
10. The Presenter shall be responsible for any and all additional costs or expenses (other than the payment of federal or state income taxes which may be owed by Artists(s) or EastCoast) or other venue requirements associated with or related to this Contract or for the performance of obligations under this Contract, including, but not limited to (i) taxes, fees or other assessments imposed by any governmental or regulatory authority (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast), (ii) fees, assessments or other charges or requirements (venue-mandated rigging, audio-visual costs, electrical costs and/or additional costs caused by union-venue contracts) imposed by the performance venue, (iii) insurance requirements and related premiums required by the performance venue of either the Presenter or Artist, (iv) fees, assessments or other charges or requirements associated with the performance of copyrighted works, and (v) any health and safety requirements for appearing at the venue. Neither EastCoast nor Artist(s) shall be required to execute any agreement with the Presenter's venue.
11. The Presenter shall be responsible for any damage which occurs to the Artist(s)' equipment during the engagement if said damage is caused by either the Presenter or any person(s) attending the engagement either as a guest or member. Representatives of EastCoast are assured free and unrestricted access to the location of the Contract performance during said performance.
12. In consideration of the services rendered by EastCoast, in securing this booking and other good and valuable consideration, receipt of which is acknowledged by the Artist(s) and the Artist(s)' Representative, the Artist(s) and the Artist(s)' Representative, jointly, individually and severally, agree to book all bookings from the above Presenter for a period starting on the Contract Date and ending twenty-four (24) months after the performance date set out above, through EastCoast ("Future Bookings"). It is further agreed that the Artist(s) or Artist(s)' Representative will pay a placement fee equal to 20% of the gross price agreed upon, for Future Bookings and will refer all inquiries for Future Bookings for the Presenter to EastCoast. It is further agreed that any Future Bookings booking secured for the Artist(s) or Artist(s)' Representative, whether by oral or written Contract from said Presenter for which EastCoast books the Artist(s), the Artist(s) will give EastCoast an exclusive right to represent Artist(s) in that account or for that Presenter for a period of twenty-four (24) months from the performance date set out above. EastCoast shall be entitled to an injunction to enforce its rights hereunder and to restrain any of the aforementioned unauthorized acts regarding competing with EastCoast.
13. It is further agreed that neither the Artist(s), or the Artist(s)' Representative, will not either individually, jointly, or severally, nor through another agent or manager, attempt to book other Artist(s) or entertainment of any type to said Presenter for a period of twenty-four (24) months after the performance date of this Contract. If said Artist(s), or the Artist(s)' Representative breaches the Contract, including but not limited to terms of paragraphs 12 and/or 13 herein, they shall be jointly and severally liable to EastCoast for liquidated damages equal to 20% of the gross amount paid to any Artist(s), or entertainment any kind, who is booked or performed for a Presenter in breach of the covenants contained in this Contract, plus reasonable attorneys' fees, court costs and legal interest related to the collection thereof.
14. Artist(s) are engaged by Presenter as an independent contractor with respect to the Services herein
15. Artist(s) understands and agrees that they are liable to Presenter for Artist(s) own acts of willful misconduct or gross negligence.
16. This Contract is executed and delivered in the ~~Commonwealth of Virginia~~ **the State of Illinois** and shall be construed and enforced in accordance with the laws of such state without regard to the choice of law provisions therein. The parties consent to venue in ~~either Federal Court, Eastern District of Virginia, Richmond Division, or any Commonwealth of Virginia court in the County of Chesterfield~~, and each party consents to personal jurisdiction in **Virginia** for the purposes of any action. **State of Illinois, see MAC Rider # 11** **DuPage County, Illinois**
17. The parties may execute this Contract in any number of counterparts. Any counterpart or composite of counterparts executed by one or more parties shall be admissible in any formal proceeding as legal proof of the executing parties' Contract and intent to be legally bound. Any party may execute and deliver a counterpart of this Contract to another party via Electronic Signature which includes (i) a telephonic facsimile, (ii) an electronically scanned signature inserted in the electronic copy of the Contract, (iii) an electronic signature, or (iv) an e-mail or other written electronic communication clearly evidencing acceptance and intent to be legally bound. The transmitting party's Electronic Signature shall have the same force and effect as an original physical signature on a physical counterpart delivered to the other party.
18. Each signatory to this Contract warrants and represents that he/she/they are authorized to sign on behalf of and to bind the party or parties on whose behalf he/she/they sign, and that the he/she/they are not a minor and have legal capacity to contract.
19. No finding that any provision herein is invalid or unenforceable for any reason shall affect the validity or enforceability of the remaining provisions herein.
20. Any waiver by EastCoast of any term or provision of this Contract benefiting EastCoast shall not be considered as a waiver of any subsequent breach or breaches of any term or provision by said Artist(s), the Artist(s)' Representative or the Presenter. A waiver by any party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.
21. The Presenter assumes the risk for any COVID-19 related vaccination requirements that the venue may require. The Artist(s) make no representation or guarantee that the Artist(s) are vaccinated as of the Performance Date.
22. EastCoast is a third party beneficiary of the terms of this Contract between the Presenter and the Artist. EastCoast's signature, if any, to this Contract is only as to the obligations between the Artist and EastCoast or as a

Presenter Initials

Initial

ER



**SIGN & RETURN**

**CONTRACT RIDER**

**Date of performance: December 6, 2025**

This rider regarding **The Second City** (hereafter referred to as Artist) is herein made a part of the attached contract.

- **Please read carefully prior to signing contract or rider.**
- **Presenter agrees to provide the following items and/or services in the manner specified.**
- **Please distribute a copy of this rider to all staff.**

For contract information, please contact:

ECE Touring

(t) 800-277-6874 ecetouring.com

For technical assistance, interviews, travel, and hospitality:

Bryon Henderson, Producer Second City Touring

(t) 312-799-2682 bhenderson@secondcity.com

**\*\*\*HEALTH AND SAFETY UPDATES \*\*\***

The Second City is committed to maintaining safe, sanitary, and comfortable workspaces for our performers, your staff and all audiences, with attention to guidelines established by Actors' Equity Association (hereafter AEA), the union of Actors and Stage Managers.

**VENUE MAINTENANCE**

The Presenter will provide open access to the most direct route for load-in and entrance to the venue, assuming Artist arrival in two full-size vehicles (Minivans or SUVs). The stage, backstage, dressing rooms, green rooms, and any other common area used by the Artist (including door handles, surfaces, and seating) must be cleaned and disinfected prior to arrival and must remain exclusive to the Artist on the day of performance. Additionally, the venue ventilation system should be in good working order.

**PERSONNEL**

**Any personnel coming into contact with the Artist at the venue must be free of fever or other flu or cold symptoms. Any personnel reporting to work sick or with any cold or flu symptoms must be dismissed and replaced prior to Artist arrival.** As always, the Dressing Rooms and Green Rooms must be considered private and not accessible without the express permission of our Stage Manager.

**AUDIENCE**

Presenter must make known any meet and greet events, parties, or non-show events 30 days in advance.

**\*More Health and Safety updates are highlighted in the tech rider with this bold outline, including Dressing Room setup, Hospitality alternative, Audience interaction, Sound logistics, Tech Booth specifics and our newly updated Code of Conduct.**

Thank you for your attention to these updates and for your collaboration in keeping everyone safe and healthy.

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## **SECTION 1: REHEARSAL**

- (1) Pre-Arrival Set Up: Prior to Artist's arrival on site all technical set-up must be completed, including:
  - a. Light focus
  - b. Audio Troubleshooting
  - c. Backstage and Dressing Room Cleaning
- (2) Artist Access: The venue must be made available exclusively to Artist for a duration of **TWO (2) HOURS**, beginning at least **THREE (3) HOURS** prior to the time of the contracted performance.
- (3) Personnel Available: Presenter shall provide sufficient personnel to assist in load-in and, if needed, make adjustments.
  - a. Said personnel must remain present on the premises until the technical rehearsal has been completed.

## **SECTION 2: HOSPITALITY**

- (1) Access: Upon arrival, Presenter must communicate any Parking Pass requirements and Wi-Fi access to the Artist's Stage Manager.
- (2) Dressing Rooms: In addition to the backstage area, Presenter must provide a Green Room and TWO (2) safe, clean and lockable dressing rooms with private bathroom facilities in close proximity.
  - a. Presenter agrees to be solely responsible for the security of all items in the dressing room area.
  - b. Presenter agrees to keep all unauthorized personnel from entering the area.
  - c. Dressing rooms need to be in the immediate vicinity of the stage.
  - d. If Dressing Rooms are not lockable, Presenter must provide a staff member to secure the room(s) whenever Artists are not in them.
  - e. Presenter must provide an iron and/or a steamer in the dressing room area or Green Room.

**Accessible bathrooms must be equipped with hot water, soap, and air dryers or paper towels. We request hand sanitizer to be accessible. An air purifier with HEPA filter, in good working order, must be placed in each dressing room and in the green room.**

- (3) Refreshments: Upon Artist arrival Presenter shall have available in quantity sufficient for eight (8). Hospitality section as per advanced.
  - a. Following is a suggested list, so it can be tailored to your specific ensemble during the advance:
    - i. Minimum of TWENTY-FOUR (24) bottles of water, OR easy access to clean, filtered drinking water
    - ii. Assorted soft drinks (ex: Sprite, Coke, Diet Coke, etc.)
    - iii. Assorted juices (ex: orange, cranberry, apple, etc.)
    - iv. Assorted energy drinks (ex: Red Bull, Monster, etc.)
    - v. Fresh fruit/vegetables
    - vi. Fresh coffee with creamer, sweetener and sugar
  - b. Unless a Buyout has been pre-arranged, the Presenter must provide a hot meal for eight (8) including vegetarian, vegan and/or gluten-free options.
    - i. The standard mealtime is 75 minutes prior to performance and is ideally accommodated on site to avoid travel issues prior to performance start.
- (4) Lodging: If applicable per contract. **Housing is subject to Artist approval.** Presenter must provide lodging to include EIGHT (8) single rooms in a clean, nonsmoking, safe, first-class hotel (NOT motel), ideally withing walking distance or a 15-minute drive from the venue.
  - a. Otherwise, please contact Company Manager to determine the best location in order to facilitate routing.



- b. Per union restrictions, house shall have doors leading to an inside hallway, rather than directly to outdoors, unless house is in a condominium or resort.
- c. Two bed/two bath suites are acceptable, provided that there are two separate and lockable bathrooms.
- d. Hotels that rate 3 stars or better on Hotels.com, TripAdvisor.com or with AAA are preferred.
  - i. Avoid hotels reported by bedbugregistry.com
- e. Advance details with Company Manager.
- f. An additional hotel buyout must be negotiated if Artist approval is not granted within TWO (2) weeks of travel.
- g. Presenter must inform the Artist if complementary parking or WiFi is not available.

(5) Travel: If providing traveling accommodations, contact Company Manager to confirm details.

### **SECTION 3: BOX OFFICE/FRONT OF HOUSE,**

- (1) Reports: The Presenter must provide weekly ticket counts to Artist beginning TWELVE (12) weeks prior to the first performance.
  - a. A final ticketing audit must be provided upon settlement, through a third-party ticketing vendor.
  - b. Presenter agrees to provide a review of the show to the Producer withing ONE (1) week of the final performance date.
  - c. Presenter acknowledges and agrees that any quotations provided may be utilized in future marketing promotional materials.
- (2) Percentage Dates: If applicable, Presenter agrees to have on hand at the end of engagement ticket manifest, unsold tickets and receipts for expenses for verification by Artist representative.
  - a. In percentage situations when seating more than FIVE-HUNDRED (500) per night or over the run of show, Presenter will supply to representative a detailed list of expenses, copies of receipts for expenses and a copy of the ticket manifest within ONE (1) week of the completion of engagement.
- (3) Comps: Presenter agrees to make TEN (10) complimentary tickets available **per performance** to Artist or its Agency.
  - a. Artists' Stage Manager will provide a list of how the tickets are to be assigned no less than 2 hours prior to the performance.
  - b. The unused portion may be placed on sale following receipt of that list.
  - c. Presenter agrees to give out no more than two percent (2%) of the house in complimentary tickets without prior written consent from Artist.
  - d. Presenter will not change ticket prices without prior consent of Agency.
- (4) Front of House: Unless otherwise indicated on the face of the contract, the performance consists of TWO (2) acts, each approximately 45 minutes long, with an intermission.
  - a. For late seating, please consult Artist's Stage Manager upon arrival to determine the best policy.
  - b. Program materials are available FOUR (4) weeks in advance. For earlier deadlines, contact the Artist Producer.
- (5) Photo/Video Restrictions: Due to our agreement with Actors' Equity, no photos or video of our performance are permitted.
  - a. For permission to take promotional or archival photos, please contact the Artist Producer.
- (6) Audience Advisory: As our show is audience interactive, Presenter may want to include language in the program and/or venue signage to:
  - a. Keep the aisles clear for actor traffic.
  - b. Encourage audience participation when it requested by the cast.
  - c. Ask that audience suggestions be in line with your house rules.
- (7) Merchandise: Our company does not travel with or sell merchandise for runs under TWO (2) weeks.

### **SECTION 4: MARKETING**

- (1) Content Advisory: Please note that the Second City is known for over six decades of political and social satire, some of it relating to issues and situations more appropriate for an audience aged 17 and older. We would recommend that your marketing of this show include a notification along the lines of "may contain Adult or Mature Content" even if you've requested a profanity-free performance.
- (2) Marketing Assets: Only promotional materials provided in our online marketing packet are approved for use. Photos or art found online from other sources must be approved by the Artist prior to print, social media posts and/or promotion of sales.
- (3) Program materials: Program Materials are available FOUR (4) weeks in advance. For earlier deadlines, contact the Artist Producer.
- (4) Promotional Video Restrictions: Due to union rules, videos provided by the Artist may not appear on any ticket buying page associated with the Presenter.

## **SECTION 5: CODE OF CONDUCT**

- (1) Code of Conduct: Harassment of any kind, including sexual and racial harassment, is prohibited and will not be tolerated. The Second City will not tolerate harassment of any kind by anyone, including Presenter/Venue employees, vendors, co-workers, visitors or guests of the Second City.

**The Artist reserves the right to abandon the performance in the case of harassment of any member of the personnel.**

## **SECTION 6: STAGE REQUIREMENTS**

- (1) Stage Dimensions: Stage must be at least EIGHTEEN FEET (18' - 0") in width, SIXTEEN FEET (16' - 0") in depth and TWO FEET (2' - 0") in height.
- (2) Backstage Stair Access: Stairs must be placed stage right and stage left to enter and exit from backstage if stage is a different height than backstage area.
  - a. These must have no more than a standard nine-and-a-half inch (9.5") rise and no less than a standard nine-and-a-half inch (9.5") run.
  - b. Stairs must be clearly outlined in glow tape, white gaffers' tape or illuminated with LED lights.
  - c. If temporary, stairs must be firmly secured to the stage.
- (3) Onstage Stair Access: Stairs must also be provided from the stage to the house in order to ensure ease of travel for audience members to the stage as needed.
  - a. These stairs must be placed Downstage Center or near the main audience aisle in a way that does not impede any paths of egress.
  - b. These must have no more than a standard nine-and-a-half inch (9.5") rise and no less than a standard nine-and-a-half inch (9.5") run.
  - c. Stairs must be clearly outlined in glow tape, white gaffers' tape or illuminated with LED lights.
  - d. If temporary, stairs must be firmly secured to the stage.
- (4) Crossover Space: Actors must be able to move quickly from stage left entrance/exit to stage right entrance/exit without being seen by the audience.
  - a. The width of the crossover must be at least FIVE FEET (5' - 0") wide and run the length of the stage.
  - b. Crossover path must be clear of all equipment, debris, cabling and any other hazards.
    - i. Taped over cables are not acceptable.
    - ii. Any immovable hazards must be clearly indicated with signage and/or marked with glow tape in order to alert performers to them.
  - c. Crossover must be well illuminated, enough that it is safe for a performer to cross at speed.

- (5) Wing Area: Wing areas must be provided or created for actors to complete costume quick-changes and store props.
  - a. Facilities without standard theatrical wings are required to provide curtains offstage left and right in order for actors to enter and exit the stage without being visible to the audience.
  - b. Wing areas must be large enough for SIX (6) actors and prop storage.
  - c. The wings must be equipped with the following additional furnishings:
    - i. TWO (2) six-foot (6'-0") tables for prop storage, one in each wing.
    - ii. ONE (1) coat rack for costume storage.
    - iii. TWO (2) full length mirror, one in each wing.
  - d. Wings must have adequate running lights for the actors to move safely backstage during blackouts.
  - e. Any obstacles and potential dangers must be removed from the backstage and wing areas prior to our technical rehearsal. Any cable runs must be carpeted over and taped down.
- (6) Cleanliness: Stage, backstage crossing area and wing space must be mopped and disinfected prior to Artist arrival and again after the technical rehearsal is completed (minding any spike marks, props, or other items set on the stage for the performance).

## SECTION 7: AUDIO REQUIREMENTS

- (1) General Requirements: We require a sound technician and a professional quality sound amplification system that is adequate for a theatrical performance for the size of your space.
- (2) Bodypack or General Area Microphones: Entire stage must be amplified for six actors. We require one of the two following options:
  - a. Option 1: SIX (6) bodypack radio transmitters (ex: Sennheiser EW112-G3, or Shure QLX-D) with over-the-ear microphones (ex: Countryman E6)
    - i. If over-the-ear microphones are unavailable, lavalier may be substituted.
  - b. Option 2: Floor microphones that do not impede the audience view and provide full coverage. We recommend hyper-cardioid floor mounted microphones (ex: Crown PCC160)
    - i. Microphones on straight stands are not acceptable.
    - ii. If floor microphones are not available, hanging microphones may be substituted but will have limited coverage.
- (3) Handheld Microphones: THREE (3) wireless handheld microphones (ex: Shure SLX24/SM58) must be placed on straight stands backstage left and right.
  - a. If wireless microphones are unavailable, wired microphones may be substituted with enough cable to move the stands to downstage center, plus an additional six feet (6' - 0") of cable.
  - b. If the cast will be wearing wireless microphones, two wireless handhelds will be required for audience participation needs.
- (4) God Microphone: **ONE (1) wired microphone** as a "God Mic" positioned at the lighting console.
- (5) Piano: **ONE (1) piano** with **ONE (1) adjustable piano bench** must be placed downstage left. The Piano has the following requirements:
  - a. Tuned to A-440 pitch.
  - b. Equipped with a single microphone to amplify the piano.
  - c. Piano may be substituted with ONE (1) 88-key weighted keyboard with sustain pedal.
    - i. If a keyboard is used, it will require either ONE (1) Stereo Direct Input-Box or TWO (2) Single Channel Direct Input-Boxes routed to a dedicated channel on the house sound system
- (6) Music Director Audio: Our Music Director will require the following equipment, placed by the piano, downstage left.

- a. ONE (1) Stereo Direct Input-Box or TWO (2) Single Channel Direct Input-Boxes for our mixer to be patched directly into the house system and routed to a dedicated channel on the house sound system.
  - b. A standard, grounded, power strip with at least 5 outlets.
  - c. A small side-table or similarly-sized platform large enough to hold a small mixer and a laptop computer – we recommend 24"W x 18"D x 30"H. Ideally this should be dressed to fit in unobtrusively with the stage and set, in black masking or otherwise. This item can be disregarded if the piano is large enough to place these items on top (I.e. an acoustic grand).
- (7) Monitors: THREE (3) monitor speakers must be provided for Artist.
- a. TWO (2) monitors must be placed stage left and stage right to enable performers to hear each other and the piano other during the performance.
  - b. ONE (1) monitor must be placed downstage left to enable the Music Director to hear the performers during the show.
    - i. This monitor must be on a separate mix from the other two monitors.

**For all microphones being used, all precautions must be taken in order to avoid potential of disease transmission between Artist and sound technicians, including but not limited to 1) sterilized microphones and belt packs being placed in Artist's dressing room or common area prior to arrival, 2) Artist given liberty to tape their own microphone, 3) sound technician will be provided time to troubleshoot issues during sound check without physical contact being required, and 4) Artist will provide their own belts should the performers require them to hold Presenter's belt packs.**

## **SECTION 8: LIGHTING REQUIREMENTS**

- (1) Lighting Console: Presenter must provide a modern theatrical lighting console with a minimum of TEN (10) submasters, suitable for the lighting requirements described below. (ex: ETC Element, ETC Ion with fader bank, GrandMA 2, GrandMA 3)
- a. Unless Presenter is an IATSE house, the Artist's Stage Manager will operate the light board for the duration of the show.
- (2) Lighting Systems: Presenter shall provide the following lighting systems.
- a. A full front light wash of the entire stage, with areas of individual control either with a single fixture per area (direct front light) or two fixtures per area are a 45-degree angle with a neutral gel, or no color (ex: R02/L002 or R33/L035).
  - b. A full blue wash of the entire stage with a moderate to low density gel (ex: R81/L075)
  - c. A full red wash of the entire stage with a moderate to low density gel (ex: R26/L026)
    - i. A-C may be covered by a single LED wash of the entire stage, fitting the description listed above under A.
    - ii. B&C may be covered by a single LED wash of the entire stage, fitting the description listed above under B or C.
  - d. Three spotlights; stage right, center stage and stage left with a neutral gel or no color (ex: R02/L002 or R33/L035). **These are focused specials and not actual spotlights.** We're creating a spotlight feeling with these lights.
    - i. The system must be capable of the following, at a minimum:
      - 1. The ability to illuminate the entire stage.
      - 2. The ability to darken the house (audience seating area) to full black.
      - 3. The ability to produce both slow fades and rapid blackouts.
- (3) Lighting Programming: Prior to Artist's arrival, nine (9) submasters must be programmed exactly as follows and prepared and available before rehearsal commence:
- a. Full stage wash, neutral or no color (ex: R02/L002, R33/L035)
  - b. Full stage wash, low density blue (ex: R81/L075)
  - c. Full stage wash, low density red (ex: R26/L026)

- d. A stage right area, neutral or no color\*
- e. A center stage area, neutral or no color\*
- f. A stage left area, neutral or no color\*
  - i. Fixtures for these areas must be front light, down or back light is not acceptable. The instruments used for the three areas can be cross patched to supplement the full, neutral wash if venue inventory is low.
- g. A stage right spot, neutral or no color
- h. A center stage spot, neutral or no color
- i. A stage left spot, neutral or no color
  - i. Ideal programming of the submasters would have A-C on the top bank of faders, D-F on the second bank and G-I on the third bank and be clearly labeled.

## SECTION 9: MISCELLANEOUS TECHNICAL REQUIREMENTS

- (1) Booth: Presenter must provide Artist's Stage Manager with a single location to run the show from that has control of both House lights and stage lights.
- a. From this site, the Artist's Stage Manager must be able to clearly view and hear the performance and to easily communicate with the sound technician without disturbing the performance.
    - i. If this is not possible adequate personnel and communication must be provided (ex: Clear-Com).
  - b. Artist's Stage Manager must have access to a "god" mic located by the lighting console for the stage manager to communicate with the cast during the technical rehearsal.

**If the Artist's Stage Manager is required to be one of multiple inhabitants of a booth, all occupants may be asked to wear masks for the duration of the tech check and the performance. God mic must be sterilized prior to Stage Manager's use.**

- (2) Chairs: Presenter agrees to provide SIX (6) identical, lightweight chairs without arms in good condition, preferably Bentwood or some other lightweight construction, for use on-stage.
- a. Folding chairs are not acceptable.
  - b. These chairs must be placed on stage before the rehearsal.

## ACKNOWLEDGEMENT

**Presenter agrees to contact Producer regarding any difficulties in meeting contract or rider requirements.**

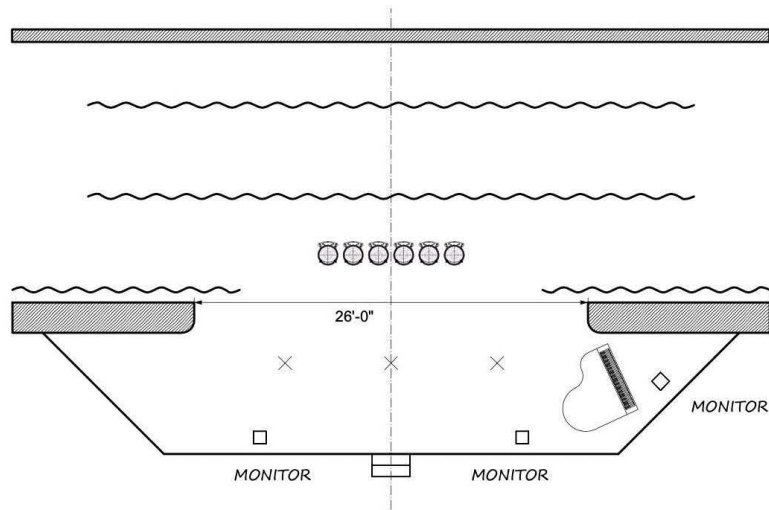
Signed by:  
  
49066CF0BC3F425...  
**Presenter** Ellen Roberts, VP Administrative Affairs  
For contract information, please contact:  
ECE Touring  
(t) 800-277-6874 ecetouring.com

**Date** 7/30/2025

For technical assistance, interviews, travel, and hospitality:  
Bryon Henderson, Producer Second City Touring  
(t) 312-799-2682 bhenderson@secondcity.com

## APPENDIX A: THE SECOND CITY STAGE DIAGRAMS

### I. PROSCENIUM

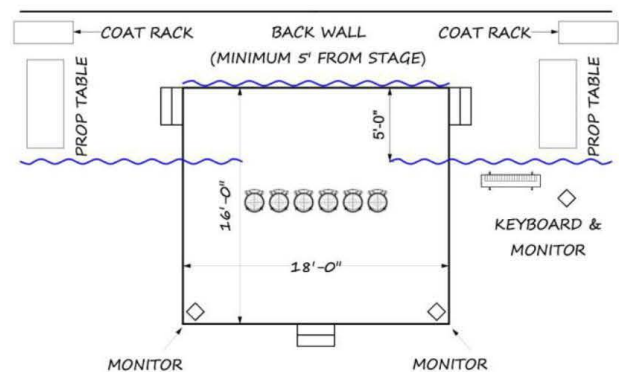
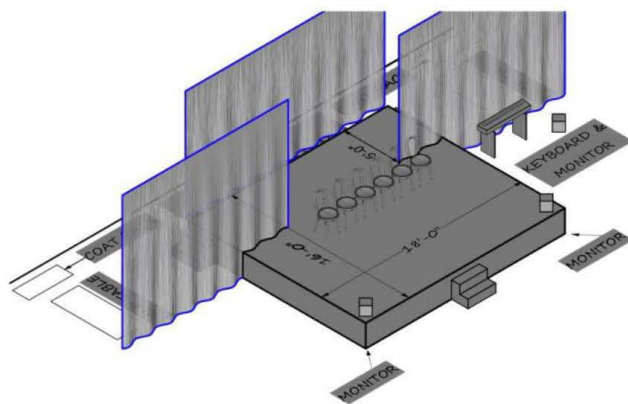


Drawing indicates rough layout of a hypothetical 26' proscenium space.  
 Note that the minimum distance between a back wall and a curtain closed for crossover is 60".  
 In deep spaces, a mid-stage traveler must be closed to reduce travel distance for performers.

X's on stage indicate focus position for three acting areas and spotlights detailed in the rider.  
 Note that the piano is beyond those areas (though it would be included in the general wash).

The piano must be situated such that the player has clear sight lines of the performance area without impeding the audience's view of the show.  
 To that end, in spaces without an apron, the piano can be placed up stage left, above the "chair line," provided that there is adequate room for actors to exit down stage of its placement.

### II. PIPE AND DRAPE



Drawing indicates minimum size of temporary stage, and relative positions of keyboard, stair units, and pipe and drape masking.  
 Please note that the masking on either side of the stage must extend far enough to conceal the actors from view while they are back stage.



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

This Rider, dated **July 1, 2025**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **The Second City Touring Company** (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.

22. WORK PERMITS AND VISAS. ARTIST shall provide and pay for all work visas or other permits as required by law or governmental agencies in order for ARTIST to perform the engagement. If ARTIST fails to secure required visas or permits, ARTIST agrees to refund any deposits made by PURCHASER.

### **Tobacco / Alcohol / Drug Clause**

23. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

24. 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.

25. 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**

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

### **Merchandising / Concessions**

27. 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**

28. 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.

29. 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.

30. 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**

31. Artist will not perform at other venues within 3510-mile radius of McAninch Arts Center, 90 30 days (3 1 months) prior to and after performance.



**COLLEGE OF DuPAGE**  
**McAninch Arts Center**

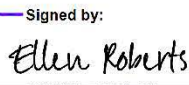
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative  
Jeremy Smith, General Manager, The Second City

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

Date: 07-03-2025

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

Date: 7/30/2025

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

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Molly Junokas	630-942-2938, <a href="mailto:junokasm@cod.edu">junokasm@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Marketing/Edu Coord – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org

"Sharbaugh, Linda" <sharbaughl@cod.edu>

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**Check Request - The Second City Holiday Show Balance Payment \$8,000**

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"Sharbaugh, Linda" <sharbaughl@cod.edu>

Mon, Nov 10, 2025 at 06:00 PM UTC

CC:

BCC:

Attached for processing. Thank you!

**Linda Sharbaugh**

McAninch Arts Center, College of DuPage

sharbaughl@cod.edu | 630-942-3009

pronouns: she/her

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**1 attachment**

Second City Holiday Check Request 8000 Balance lsmj.pdf