

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1083273

Vendor Name: Columbia Artists Managemen

Invoice Number: B0355690

Invoice Date:

PO Number: B0355690

Check Number: 0229797

Check Amount: \$ 38,000.00

Check Date: 01/12/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0490777

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

1083273

01/12/2018

0229797

B0355690

V0490777

Artist fee

0560116015309001

38,000.00

*[Three large, curved, handwritten lines]*

38,000.00

7

0229797

PAY ONLY THIRTY EIGHT THOUSAND AND 00/100 DOLLARS

01/12/2018

\$\*\*\*\*38,000.00

Columbia Artists Management  
1790 Broadway, 16th Fl  
New York NY 10019

*Molly Quinlan 01/12/18*

V490777

**Bill To:**

**College of DuPage**

College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137



**PURCHASE ORDER**

355690

Page: 1

Release Method: Hard Copy

Release Date: 01/08/2018

Created Date: 01/08/2018

Accounts Payable, SRC2049

Phone: 630-942-2228

Fax: 630-858-9078

**Vendor:**

1083273  
Columbia Artists Management  
1790 Broadway, 16th Fl  
New York, NY 10019

Attn: Customer Service

Phone: 212-841-9558

Fax:

**Ship To:**

BLANKET PO  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2378

Fax:

Deliver To: McGowan, Ellen

**PO Created By:** Radford, Jacoby

**Purchase Order Comments:**

Check Enclosed

Please email copy of check enclosed po to Ellen McGowan so she can request manual check. Event is on Jan 14 prior to next check run.

Contract, Board Approval and COI attached.

**Requisition Number(s):** 663898

**Requisitioner Name(s):** Ellen McGowan

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	01/14/18 Moscow Festival Ballet Artist Fee per att'd contract	\$38,000.00	\$38,000.00

Deliver To: McGowan, Ellen

Sub Total: \$ 38,000.00

Total: \$ 38,000.00

**Account Code Summary**

Account Code	Account Description	Amount
05-60-11601-5309001		\$38,000.00

**Terms and Conditions:**

1. F.O.B. DESTINATION unless otherwise indicated under Purchase Order Comments.
2. College of DuPage will only accept electronic invoices, which can be in any format, including but not limited to PDF. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). For payment status or other inquiries, please email [acctpay@cod.edu](mailto:acctpay@cod.edu) or call 630-942-2228.
3. All payments are processed via ACH transfer on a weekly basis. You are strongly encouraged to send a receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under separate cover with instructions, your log-in, and temporary password. Invoices must be received in an electronic format a minimum of 10 business days prior to the due date and are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). Paper checks are issued once-a-month. A paper check will be issued to foreign vendors that are not eligible for ACH transfer.
4. All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to the Contractor, in accordance with the Local Government Prompt Payment Act.
5. All solicitations must be directed to the Purchasing Department. Any vendor selling directly to any faculty or staff member, without prior authorization from the Purchasing Department will be removed from our vendor list.
6. College of DuPage is exempt from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax. The College's Tax Exemption Identification Number is E9997-3391-06.
7. If unable to ship and/or deliver as required, advise the Purchasing Department immediately with full details at 630-942-2217.
8. All packages shall clearly indicate the purchase order number and contain a packing list of all contents with itemized descriptions.

Please hold check for pickup by  
Ellen McGowan (x3009).

Need by:

ASAP

Thank you!

**Bill To:****College of DuPage**

College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Accounts Payable, SRC2049

Phone: 630-942-2228

Fax: 630-858-9078

9. All shipments are accepted subject to inspection and approval by College of DuPage.

10. Any company/organization to be awarded a contract for goods and/or services must be in compliance with the fair employment practice act and all rules & regulations thereunder.

11. Suppliers are required to comply with executive orders 11246, 11375, The Rehabilitation Act of 1973, and the Vietnam Readjustment Act of 1974.

12. All contracts for construction work are subject to the provisions of 820 ILCS 130, ch. 48, Par. 39s-1 through 39s-12, providing for payment of the prevailing rate of wages to laborers, workmen & mechanics. Contractor shall submit to the College, monthly certified payroll records for all workers and sub-contractors utilized for the project.

**PURCHASE ORDER**

355690

**Page:** 2

**Release Method:** Hard Copy

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**Created Date:** 01/08/2018

## Columbia Artists Management LLC

### Attraction Fixed Compensation Agreement

Agreement made on 02 of June 2016 by and between Columbia Artists Management LLC at 5 Columbus Circle @ 1790 Broadway, New York, NY 10019 for the services of Moscow Festival Ballet (the "Artist/Attraction"), and College of DuPage McAninch Arts Center with its principal place of business at McAninch Arts Center at the College of Du Page 425 Fawell Blvd. Glen Ellyn IL 60137-6599 (hereinafter called "Presenter").

#### 1. Details of Performance(s):

a) Presenter hereby engages from Artist/Attraction the services of Artist for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein and Artist/Attraction hereby agrees that Artist shall render such services, subject to the terms and conditions set forth herein.

b) Manager shall mean: Columbia Artists Management LLC

c) Number of Performances: 2

d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s):

Two (2) performances on Sunday, January 14, 2018 at 2:00pm and 6:00pm. Presenter's choice of the following full-length productions: "Cinderella", "Giselle", "The Sleeping Beauty", "Swan Lake", "Don Quixote", "Chopiniana"-Intermission-Tchaikovsky's "Romeo & Juliet" or Alberto Alonso's "Carmen".

Technical rider is attached and is an integral part of the agreement.

e) Rehearsal(s), Date(s), Time(s), and Place(s):

f) Theatre Name, Address, Seating Capacity, Stage Entrance:

College of Du Page McAninch Arts Center - ~~Mainstage~~ **BEUSHI PERFORMANCE HALL**  
~~Mainstage~~ McAninch Arts Center at the College of Du Page 425 Fawell Boulevard Glen Ellyn IL 60137-6599 (Capacity: ~~79~~ **182**)

g) Person to Notify On Arrival:

h) Presenter's Representative Phone & Fax Numbers:

Ms. Diana Martinez, Executive Director Business: 1-630-942-3007 Fax: 1-630-790-9806 Cellular: 1-630-776-8921 Email: martinezd59@cod.edu

i) Recommended Hotel and Address:

#### 2. Compensation: The compensation to be paid by the Presenter to the Artist/Attraction shall be the sum of:

(USD) \$38,000.00 (the "compensation")

Thirty-eight thousand dollars (\$38,000.00) guaranteed. Fee is special, confidential, all inclusive.

#### 3. Payment of Compensation: The compensation hereunder shall be paid by the Presenter to the Artist/Attraction no later than the intermission of the first performance. Payment shall be made only by bank or certified check made payable to Manager on behalf of Artist/Attraction.

**COLLEGE CHECK OR ACH PAYMENT**  
**SEE MAC RIDER #5**

Printed: 12/23/2016

2017-2018

Contract No: 182573

**Columbia Artists Management LLC**  
Attraction Fixed Compensation Agreement

4. ~~Letter of Credit: Presenter shall furnish Manager upon the execution of this Agreement with a clean unconditional irrevocable Letter of Credit payable by sight draft drawn on a United States commercial bank in the amount of the compensation. Such Letter of Credit shall be in form and substance acceptable to the Manager on behalf of Artist/Attraction. Sums evidenced by such Letter of Credit shall be immediately payable to Manager on behalf of Artist/Attraction by presentation to such bank of Manager's draft at sight of any time commencing fourteen (14) days prior to the date of the first scheduled Performance and continuing until thirty (30) days after the date of the last scheduled Performance.~~ WSI
5. **House Seats:** Number of house seats reserved at the regular price/complimentary for Artist/Attraction per Performance until (1) hour prior to each such Performance.
6. **Requirements:** Presenter agrees to furnish and fulfill the following Requirements as well as those Requirements set forth in any Addendum annexed hereto at its sole cost and expense for each Rehearsal and Performance.
- a) A PIANO(s), PROPERLY TUNED, if required.
  - b) A microphone on the stage of the Theatre and a sound system in good working order, if required.
  - c) (1) the Theatre, properly lighted, heated, equipped and cleaned; (2) ushers, ticket sellers, ticket takers, all necessary attaches and special police; (3) Suitable dressing rooms for the personnel of the Artist/Attraction and space for equipment.
  - d) (1) any necessary personnel which may be required by Artist/Attraction to unload the vehicles carrying the Artist/Attraction's equipment and property, to bring such equipment and property to such place within the Theatre as the Artist/Attraction's representative shall determine, and after the last Performance to remove such equipment and properties from the Theatre and to return such equipment and properties and load such equipment and properties on the vehicles; and (2) all other personnel which may be necessary in connection with the Performance(s) and Rehearsal(s) including without limitation: stage hands, spot light operators, stage carpenters, electricians, sound technicians, dressers, property men, wardrobe personnel, additional and/or standby musicians, and any other local labor which shall be necessary and required by Artist/Attraction and/or required by any union having local jurisdiction.
7. **Unions:** The Presenter agrees to adhere to and abide by the applicable rules and regulations of all unions having jurisdiction over the Performance(s).
8. **Presenter's Warranties and Representations:** Presenter hereby warrants and represents to Artist/Attraction as follows: (a) that it has or will have a lease for the Theatre covering the date or dates of the Performance(s) and Rehearsals, that during the Performance(s) the lease will be in full force and effect, and neither Presenter or Theatre will be in default thereof, and that the lease will be exhibited to Artist/Attraction or Manager upon request. (b) That admission to the Performance(s) and seating in the Theatre shall be without regard to race, color, religion, or national origin. (c) That the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s).
9. **Advertising Material:** Presenter agrees to use only photographs furnished by the Artist/Attraction. Upon Presenter's request Artist/Attraction may, but is not obligated to, furnish such quantities of press materials, heralds, window cards and three-sheet posters as the Artist/Attraction in its sole discretion deems necessary or desirable. Presenter agrees to imprint, distribute and display properly all materials so received without charge or alteration. Presenter hereby agrees that Manager on behalf of Artist/Attraction shall have the right to approve the contents of all advertising and publicity materials Presenter wishes to utilize both as to form and substance and such approval shall not be binding upon Manager unless in writing executed by Manager.
10. **Concessions:** Subject to whatever standard house concession is in effect on the date of this Agreement, the Artist/Attraction shall have the right, to have such persons as it may desire sell souvenir program books in the lobby of the Theatre immediately prior to and after each Performance and during each Intermission. ~~Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales, agrees to turn over to the Artist/Attraction any such fee, remuneration or other compensation as and when received by it, and agrees to use its best efforts to enable the Artist/Attraction to sell such souvenir program books without cost to it.~~

Printed: 12/23/2016

2017-2018 IF PRESENTER PROVIDES SELLER, Contract No: 182573

PRESENTER TO RECEIVE 30% GROSS SALES.

Page 2 of 5

IF ARTIST PROVIDES SELLER, PRESENTER TO RECEIVE 20% GROSS SALES.

SEE MAC RIDER #26



**Columbia Artists Management LLC**  
**Attraction Fixed Compensation Agreement**

11. **Program:** The Artist/Attraction will select and provide the works to be performed for the Performance(s). If the Artist/Attraction has a choice of works, or a variety of programs, the Presenter, on reasonable prior written notice to Manager, shall have the right to select the program or works from such choices. The Artist/Attraction shall furnish Presenter with copy for each program to be performed and Presenter agrees at its own expense to print and distribute for each Performance a sufficient quantity of house programs conforming to the program copy furnished by the Artist/Attraction.
12. **Credit to Manager:** All programs shall carry a credit to Manager, Artist's piano company, and Artist's record company(s), in position and prominence as Manager may specify, either in any Addendum annexed hereto or by prior written notice to Presenter, and shall include such other credit lines as Manager may reasonably request.
13. **Restrictions:** Presenter agrees to prevent the broadcasting, recording, transmission, photographing, or any other transmission or reproduction of the Performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual, or audio-visual means. Presenter further agrees that unless specifically set forth in this Agreement, the Performance(s) by the Artist/Attraction shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Artist/Attraction shall perform at a performance without the prior written consent of the Artist/Attraction.
14. **Indemnity:** Presenter hereby agrees to indemnify Artist/Attraction, Artist and Manager from and against any claim of breach of any of Presenter's representations, warranties and agreements hereunder and from any claims of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performance(s), except with respect to any claim proven to be due solely to the willful act of Artist or Artist/Attraction, from which claim Artist/Attraction similarly agrees to indemnify Presenter. *ARTIST TO PROVIDE CERTIFICATE OF INSURANCE, see MAC RIDER # 8*
15. **Impossibility of Performance:** In the event that the performance of any of the covenants of this Agreement on the part of the Artist/Attraction Artist or Presenter shall be prevented by act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented on account of such cause. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presenter nor Artist/Attraction shall be under any obligation to present the Performance at a different time, except that if the Performance(s) shall be prevented for any of the foregoing causes, the Presenter shall use its best efforts to re-engage the Artist/Attraction within a twenty-four (24) month period on the same terms and conditions set forth herein, subject however to the Artist's availability. In the event the Artist consists of persons other than the featured performer and one or more of such persons cannot perform for any reason, Artist/Attraction shall have the option either to use its reasonable efforts to furnish a substitute for each such person, which substitute Presenter agrees to accept, or to perform without such person, in which event the Artist/Attraction shall not be liable for such failure of any such person to perform, or to treat such person's unavailability as an Act of God on the part of Artist and Artist/Attraction.
16. **Notices:** All notices to Presenter and Artist/Attraction shall be in writing addressed, in the case of Presenter, to its address set forth above, and in the case of Artist/Attraction, to Manager at its address set forth above.
17. **Modification, Etc.:** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter and Artist/Attraction, or Manager on its behalf, and shall be construed, governed and interpreted pursuant to the laws of the State of New York applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder.

INITIAL HERE  
INITIAL HERE  
*see MAC RIDER # 8*

**Columbia Artists Management LLC**  
**Attraction Fixed Compensation Agreement**

18. **Remedies:** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligation under any agreement with any other artist or attraction, or if in the sole opinion of the Manager, the financial standing or credit of Presenter has been impaired or is unsatisfactory and any of such events shall hereinafter be deemed an "Event of Default", then and upon the occurrence of an Event of Default, Artist/Attraction shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that Artist/Attraction has refused offers for other performances in order to enter into this Agreement and that Artist/Attraction has incurred substantial out of pocket expenses in connection herewith; and therefore agrees, in an Event of Default, that any and all sums payable to Artist/Attraction as compensation be immediately due and payable, that any and all sums paid to Artist/Attraction or Manager, in its behalf shall be retained by Artist/Attraction as liquidated damages, and that Artist/Attraction shall have the right to present any letter of credit furnished it for payment Artist/Attraction shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default, to exercise all of its rights and remedies against Presenter at law or in equity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of Artist/Attraction.

19. **Service of Process:** Presenter hereby irrevocably submits itself to the jurisdiction of the Courts of the ~~State of New York, New York County~~, and the jurisdiction of the ~~United States District Court for the Southern District of New York~~ for the purpose of any suit, action or other proceeding which may be brought by Artist/Attraction against Presenter arising out of or based upon this Agreement or the subject matter thereof. Presenter hereby waives, and agrees not to assert, in any such suit, action, or proceeding, any claim that it is not subject to the jurisdiction of the above named Courts, that its property is exempt from attachment or execution, that such suit, action or proceeding is brought in an inconvenient form, or that the venue of such suit, action or proceeding is improper. Presenter hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon Presenter as if personal service had been made upon Presenter within ~~New York State, New York County~~.



STATE OF  
ILLINOIS,  
see  
MAC  
RIDER # 11



**Columbia Artists Management LLC**  
Attraction Fixed Compensation Agreement

20. Binding Effect: THIS AGREEMENT SHALL NOT BE BINDING UPON THE ARTIST/ATTRACTION UNTIL EXECUTED BY THE ARTIST/ATTRACTION. IF THIS AGREEMENT IS EXECUTED BY THE MANAGER ON BEHALF OF ARTIST/ATTRACTION, THE MANAGER IS EXECUTING THIS AGREEMENT ONLY AS A MANAGER FOR THE ARTIST/ATTRACTION, IS NOT OBLIGATED TO PRESENTER HEREUNDER, AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF THE ARTIST/ATTRACTION, THE ARTIST, OR FOR THE NONPERFORMANCE BY THE ARTIST/ATTRACTION OF ITS OBLIGATIONS HEREUNDER. THE NON-ARRIVAL OF THE ARTIST CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER AS SET FORTH ABOVE SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

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

College of DuPage McAninch Arts Center

By:

x/ Brian W. Caputo

Name/Title: BRIAN CAPUTO / VP ADMINISTRATION & CFO

Date:

9/1/17

Columbia Artist Management LLC f/s/o Moscow Festival Ballet

By:

x

[Signature]

Name/Title:

Date:

9-19-17

TIM FOX  
PRESIDENT  
COLUMBIA ARTISTS MANAGEMENT LLC

MOSCOW FESTIVAL BALLET THEATRE  
Company of 50

TECHNICAL REQUIREMENTS ADDENDUM

This Addendum is hereby made part of the contract dated JANUARY 17, 2017 between COLUMBIA ARTISTS MANAGEMENT LLC ("CAMI") and MCANINCH ARTS CENTER, COLLEGE OF DUPAGE ("PRESENTER"). This Addendum and the contract are collectively referred to herein as the "Agreement". Where specifically stated, this Addendum modifies, amends, and supersedes certain and specific paragraphs of the contract.

This Agreement shall be binding upon the parties hereto, their successors, and assigns. This Agreement may not be assigned by the Presenter and any purported assignment of same by the Presenter without the written consent of CAMI shall be null and void. Unless canceled by CAMI by written notification to the Presenter at least (6) weeks prior to the date of engagement herein, this Agreement shall be binding upon the parties hereto, their successors and assigns. CAMI shall have no liability to the Presenter by reason of its cancellation of this Agreement in accordance with the preceding sentence.

GENERAL INFORMATION

The touring staff for the company consists of Company Manager, Production Manager, and Advance Technical Staff who are to have sole responsibility for the direction of the presentation with respect to lighting, staging, and load-in and load-out procedures. We carry our own costumes and sets. We require that the Presenter provides masking, lighting equipment including color (gel) and light board, follow spots, adequate stage surface for dancing (marley floor), sound system including onstage monitors and sound board, wardrobe and dressing room facilities, and crew requirements as set forth below. THIS IS NOT A YELLOW CARD ATTRACTION.

All technical or other equipment necessary for all performances, rehearsals and other activities shall be provided by the Presenter, at its own cost. CAMI hereby accepts the list of such equipment as set forth below as a complete list necessary for performances to be presented during the engagement.

1. FACILITIES AND SERVICES: The Presenter agrees to furnish, at its own expense, for each performance and rehearsal requested by CAMI and for the term of this Agreement, the following:
  - (a) A theater with a stage large enough to accommodate the dancing members of the company conveniently and comfortably. Minimum stage is 40 feet wide by 24 feet deep. The stage shall be cleaned and clear of all items prior to the company's arrival at the theater. Presenter shall make exclusively available the theater and studios for such times as CAMI deems necessary for the purposes of rehearsal, hanging lights and inspecting costumes, sets, and lights. Any other use of the theater shall be mutually agreed upon.

(b) IT IS UNDERSTOOD AND AGREED THAT LOCAL PRESENTER WILL BE RESPONSIBLE FOR PAYING ANY AND ALL COPYRIGHT, ROYALTY AND/OR MUSIC LICENSE FEES PERTAINING TO ALL MUSIC AND DANCE WORKS PERFORMED.

(c) Presenter agrees that all lighting equipment will be provided at its own expense and if such equipment is not available at the theater as part of its equipment compliment, Presenter agrees to rent or otherwise provide such equipment. Presenter further agrees that all lighting equipment necessary for the company performance(s) shall be in good working order and present at the theater prior to the Company's arrival.

(d) ADDITIONALLY, THE PRESENTER AGREES TO HAVE ALL LIGHTING HUNG, PATCHED, PLUGGED, COLORED AND READY TO FOCUS IN ACCORDANCE WITH THE COMPANY'S LIGHT PLOT PRIOR TO COMPANY'S ARRIVAL AT THE THEATER, UNLESS OTHER ARRANGEMENTS ARE AGREED TO IN WRITING BETWEEN THE PRODUCTION MANAGER AND THE PRESENTER. In the event that CAMI's production staff is requested to assist the presenter in any of the prefocus activity the presenter shall pay directly to the staff \$250 each, cash at the beginning of each day their assistance is required. The presenter shall also provide hotel accommodations for those days.

(e) Theater box office, mail order personnel, tickets, ticket sellers, advance ticket sellers, ticket takers, ushers, janitors, door keepers and security personnel and any required licenses.

(f) All stage carpenters, electricians, props, sound, wardrobe, and stagehands and such local labor as set forth herein for load-in, set-up, hang, focus, rehearsals, change-over, running, striking, load-out and calls for the performance(s) and rehearsal(s) and/or shall be required by any union(s) having jurisdiction over the services rendered at the performances(s). The Presenter agrees to comply with all requirements of such union(s). Once set-up is completed, it shall not be removed or altered in any way without the consent of CAMI.

(g) A loading crew as set out in Technical Requirements Addendum to be on call at such times as CAMI specifies for load-in, set-up and load-out upon Company's arrival and departure from the theater. The Presenter agrees to comply with all requirements of any union(s) having jurisdiction over delivery of sets, properties, costumes and other equipment necessary for performances.

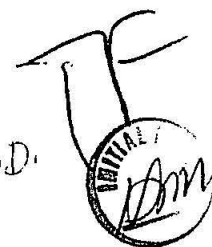
## 2. HOTEL AND TRANSPORTATION

(a) Presenter will provide and pay for 17 single rooms, 15 double rooms and 1 suite in a first class hotel.

(b) Presenter agrees to meet Company at airport and supply two (2) late model MCI or Eagle passenger coaches with drivers for the transportation of company and personal luggage from airport to hotel and theater as necessary from time of arrival

To be provided if requested by  
artists/attraction

TBD.



to time of departure. Please note that the production staff often travels at separate times from the rest of the company. They will require special arrangements due to their schedules and the number and size of the cases they transport.

3. PERFORMANCE AND REHEARSAL REQUIREMENTS: THE PRESENTER AGREES TO PROVIDE AND SUPPLY AT ITS OWN EXPENSE THE FOLLOWING:

i Adequate and acceptable spaces for all activities, all such spaces to have floor surfaces for dancing acceptable to CAMI. Company will not dance on any surface mounted directly over cement. If floor is cement there must be 4" of air space between wood and cement. If existing floor is not acceptable to the Company, a special portable floor will have to be rented and laid over the existing stage floor prior to Company's arrival. Details regarding portable floor can be obtained from Presenter Information Kit. All spaces will be properly heated or air conditioned to the satisfaction of CAMI. Please note that dancers HATE moving air (drafts) of any kind while on stage for warm up and performance. In the case of Outdoor Facilities, the stage area will not exceed 72 degrees Fahrenheit and in the case of Indoor Facilities the stage area and concert hall will not exceed 72 degrees Fahrenheit. All spaces (including wings and backstage) shall be bare and free of sets and other encumbrances.

ii Floor requirements: Minimum - 40'W x 24'D. Presenter will provide at no cost to CAMI a gray or black marley floor or other mutually agreed upon vinyl dance floor covering. It should extend from the proscenium opening to the house blackout and it should extend 6 feet into each wing right and left. The seams can run left to right or up to down. Edges around the floor must be taped with cloth backed gaffers tape. All tape to be provided by Presenter.

iii Presenter will provide backstage catering which will include a hospitality table four hours before performance, and a hot meal for the company following all rehearsals and performances.

iv Masking requirements:  
5 pairs black legs (soft) 28' x 12'  
5 black borders (soft) 8' x 50'  
1 blackout drop (soft) 28' x 50'  
1 main curtain

v Lighting requirements:  
Presenter agrees to provide all lighting instruments, mountings, color, control capacity, cable, and rigging necessary to implement the touring light plot of the company, to include the following:

- a. ETC Expression or Express or newer ETC light board
- b. Minimum capacity of at least 75 dimmers at 6.0 KW each, or equivalent capacity using greater number of dimmers at lesser wattage each.
- c. Lighting instruments: the following (in all cases, the Production Manager will determine what constitutes acceptable substitutions):

44 – House FOH units @ 1kw  
38 – ETC Source 4 26deg ellipsoidal @ 575w  
42 – ETC Source 4 36deg ellipsoidal @ 575w  
64 – ETC Source 4 WFL pars @ 575w  
9 – 3 cell sky cyc @ 1kw/cell  
9 – 3 cell ground cyc @ 1kw/cell  
2 – follow spots

- d. 8 side booms 12-14 feet tall with bases and proper means of securing.
- e. Sufficient side arms for 42 sidelight instruments on booms.
- f. All adaptors, two-fers, and cable required by plot.
- g. Correct color frames for all instruments on the plot plus color change units.
- h. 2 follow spots sufficient to push through stage lighting.
- i. Carpet or other coverings to cover all cable placed on the floor, plus tape to secure same.
- j. Gobo or pattern holders for the venue's specific instruments.
- k. All color (gel) as specified by the light plot.

vi Sound requirements:

- a. The company carries a laptop for playback during rehearsal and performance. The presenter must provide an adequate 1/8" cable to insert the laptop into the mixing console. The quality of both the music and the laptop is exceptional. In order to take full advantage of this quality it is necessary for the presenter to provide a professional quality mixing console capable of accepting at least 6 inputs (one laptop, two microphones, and three spares). THE INPUT LINES FROM THE VENUE'S SOUND CONSOLE MUST NOT CARRY PHANTOM POWER. The minimum output configuration of the console should include a stereo send to the house system and a separate mono or stereo send to the stage monitors.
- b. Appropriate amplification and audience speakers for the particular venue in all cases to include side stacks. SOUND SYSTEM TO BE EQUALIZED FOR CLASSICAL MUSIC.
- c. Two monitor speakers for each side of the stage, volume to be separately controlled from house speakers.
- d. If presentation is with orchestra, adequate microphones and amplification system for orchestra in stage monitors and house system.
- e. Headset communication linking all of the following on one channel:
  - Stage manager
  - Sound operator
  - Follow spot operators
  - Light board operator
  - Fly rail
  - Stagehands
- f. Public address system for announcements to the audience.

- vii Presenter agrees to fulfill the following wardrobe requirements:
  - a. appropriately clean dressing rooms, at least 4 solo and 2 large rooms
  - b. 2 industrial steamers
  - c. racks for hanging costumes
  - d. washing machine and dryer at the theatre
  - e. tables set stage left and right for props and water
  - f. 2 wardrobe crew
  - g. 40 clean cloth towels to be distributed in dressing rooms
- viii Dressing room requirements:  
 As many private dressing rooms as facility has for principal dancers and two large rooms for the male and female soloists/chorus. Company must have sole use of these dressing rooms from load-in to load-out.
  - a. lighted dressing rooms equipped with make-up tables, mirrors, chairs
  - b. non-public bathrooms with hot and cold running water and showers

#### 4. CREW REQUIREMENTS

Crew requirements, estimated time and space requirements for load-in, set-up, hang, focus, rehearsals and load-out for all activities shall be arranged by the Presenter, at its own cost. CAMI accepts the list of such requirements as set forth below as complete for the performance to be presented during this engagement.

- i. **LOAD-IN AND LOAD-OUT:** As required by local jurisdiction, however we suggest the following as the minimum crew to accomplish the necessary tasks.

**LOAD-IN & LOAD-OUT:** 7 hour call

- a. Carpenters Head + 4
- b. Electricians Head + 4
- c. Fly Head + 1
- d. Props Head + 1
- e. Sound Head
- f. Wardrobe Head + 1
- g. Truck Loaders Head + 1

- ii. **SHOW CALL:** 4 hour call

- a. Carpenters Head
- b. Electricians Head + 4
- c. Fly Head + 1
- d. Props Head + 1
- e. Sound Head
- f. Wardrobe Head

#### 5. BILLING:

The ensemble shall be advertised as follows:

A Columbia Artists Production 10%

Direct from Moscow, Russia	15%
MOSCOW FESTIVAL BALLET COMPANY of 50	100% 30%

## 6. COMPLIMENTARY TICKETS:

*10 15 SEC MAC RIDGE #17*  
 Presenter will hold ~~20~~ complimentary tickets for company's use for each performance until one hour prior to performance time.



## 7. HOSPITALITY:

An area should be set up close to the dressing rooms for the exclusive use of the Company upon arrival at the theater and should include the following:

- A large urn or kettle to provide a constant source of hot water for making tea.
- Enough cups for the company and crew (50).
- Assorted tea and coffee with lemon, honey, sugar, and milk. Tea, coffee, and hot water to remain available and replenished until the Company departs the venue.
- Cold drinks to include Coke, Diet Coke, Sprite, and fruit juices i.e. orange juice and apple juice.
- Ice and 50 bottles of water or 5 gallon water bubbler.
- In addition, presenter must provide 6 gallons of soup that is mostly broth and very light on the solids, deli trays of sandwich meat, fresh fruit trays and fresh vegetable trays along with sliced bread for the Company to make their own sandwiches along with 20 yogurts (plain and assorted), plus assorted chocolate bars. Please provide appropriate flatware for the above.
- A hot meal for 50 persons following all performances to be served buffet style or in "to go" boxes.

PRESENTER MUST HAVE TABLES SET UP AT STAGE LEFT AND STAGE RIGHT WITH KLEENEX, ONE CASE OF BOTTLED WATER, AND A TRASH CAN AT EACH TABLE FOR EACH PERFORMACNE.

AGREED TO AND ACCEPTED BY:

*Brian N. Caputo*  
 BRIAN CAPUTO - VP ADMINISTRATION & CFO

PRESENTER:

*Diana Martinez*  
 DIANA MARTINEZ, DIRECTOR - MCANINCH ARTS CENTER

DATE: *FEB 10, 2017*

BY

DATE:

W. Seton Ijams, Senior Vice President

TIM FOX  
 PRESIDENT  
 COLUMBIA ARTISTS MANAGEMENT LLC

MOSCOW FESTIVAL BALLET

CONTACT SHEET

Columbia Artists Management LLC  
1790 Broadway, 16<sup>th</sup> Floor  
New York, NY 10019

~~W. Seton Ijams, Senior Vice President~~  
~~Telephone: 212-841-9752~~  
~~Fax: 212-841-9726~~  
~~Email: [sijams@caml.com](mailto:sijams@caml.com)~~

~~Melinda Planey, Managerial Assistant~~  
~~Telephone: 212-841-9758~~  
~~Fax: 212-841-9726~~  
~~Email: [mplaney@caml.com](mailto:mplaney@caml.com)~~

Joseph Cairl, Administrative Assistant  
Telephone: 212-841-9754  
Fax: 212-841-9726  
Email: [jcairl@caml.com](mailto:jcairl@caml.com)

For additional information including press materials, biographies, technical addendum flyers, and program information, please refer to our website and enter ~~"Ijams"~~ into the search field:

[www.caml.com](http://www.caml.com)

\*Please note that the technical addendum in this website will be customized by our technical director and your technical director to fit the specifications of your theatre.



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

This Rider, dated **Tuesday, January 17, 2017**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Moscow Festival Ballet** (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.
4. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 5a. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 5b. 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. *check to be handed to company manager on the day of performance*
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. College of DuPage will only accept electronic invoices, which can be in any format. Invoices must reference the COD Purchase Order Number. Invoices are to be e-mailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). All payments are processed by check monthly or via ACH transfer on a bi-weekly basis.

**Insurance / Indemnity / Cancellation / Force Majeure**

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 by December 14, 2017**. A Certificate of Insurance must be furnished providing 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. The PURCHASER shall not be responsible for any items heretofore mentioned when prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the PURCHASER. If such acts or conditions occur, the PURCHASER is not liable for any direct or consequential damages that the ARTIST, his/her group or Representative might suffer. ARTIST and ARTIST'S representative will make every attempt to reschedule any cancelled date.
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 reimburse the PURCHASER for its bona fide out of pocket expenses immediately upon presentation of a certified statement of such expenses to the ARTIST or his/her Agent.

**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 15 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 certifies Center has obtained BMI, SESAC, and ASCAP licenses.
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 of the PURCHASER. The PURCHASER shall receive 20% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. If PURCHASER provides seller, the concession fee shall be 30% of the gross sales. 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.

### **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: 

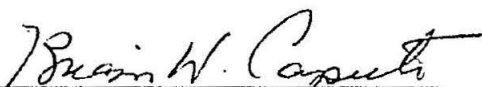
Diana Martinez  
Director, McAninch Arts Center

Date: 01/17/17

By: 

Moscow Festival Ballet or  
Artist Representative

Date: 9-11-17

By: 

~~Kim Michael Lee~~ **BRIAN CAPUTO**  
Interim CFO & Treasurer VP ADMINISTRATION & CFO

Date: 9/1/17

**TIM FOX**  
PRESIDENT  
COLUMBIA ARTISTS MANAGEMENT LLC

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**McAninch Arts Center  
Contact Information**

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment - Ellen McGowan	630-942-3009, mcgowan@cod.edu
Marketing Coordinator - Roland Raffel	630-942-2263, raffel@cod.edu
Box Office - Julie Elges	630-942-3017, elgesj@cod.edu
Production Advance - Joe Hopper	630-942-2913, hopper@cod.edu
Technical Advance - Bob Murr	630-942-4215, murrro@cod.edu
Education Coordinator - Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	atthemac.org

MEMO TO: Brian W. Caputo  
FROM: Ellen McGowan  
Business Manager, Arts Center  
DATE: January 8, 2018  
SUBJECT: Request for Manual Checks 4

Brian,

Please approve these manual check requests for payment to:

American Frame Corporation (Prepay for Frames)	2,916.60
Bud Forrest Entertainment (In the Mood Deposit 3/10/18)	4,800.00
Columbia Artists Management (Moscow Ballet 01/14/18)	38,000.00
Home Depot (Prepay College Theatre Lumber, Spring2018)	2,696.70

These vendors need payment asap. We cannot wait until the next check run on January 19.

Thank you for your help and understanding.

Ellen McGowan

Attachments



Brian W. Caputo, Ph.D., C.P.A.  
Vice President/CFO  
Administrative Affairs

01/09/18  
01/09/18  
01/09/18