

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1527790

Vendor Name: J. Modelevsky

Invoice Number: 011918

Invoice Date: 01/19/18

PO Number: B0353635

Check Number: 0230085

Check Amount: \$ 6,250.00

Check Date: 01/17/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0491003

Redaction Type: None

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

Document Below

From: junokasm@cod.edu
Sent: Mon Jan 08 16:22:22 CST 2018
To: invoicing@cod.edu
CC:
Subject: Scanned from a Xerox Multifunction Device

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.
Attachment File Type: pdf, Multi-Page Multifunction Printer Location: AR201WC7835 Device Name:
PRN303

[attachment: Scanned from a Xerox Multifunction Printer.pdf]

PAYABLES REQUEST FOR PAYMENT

AP VERIFIED
01/10/18 - BETHANY CRUSE

E-MAILED JAN 08 2018

Payment Date	<u>1/19/2018</u>
Blanket Order #	<u>353635</u>
Vendor #	<u>1527790</u>
Vendor Name	<u>J. Modelesvky</u>
Line #	<u>Line 1</u>
Payment Amount	<u>\$ 6,250.00</u>
Vendor #	<u>1527790</u>
Vendor Name	<u>J. Modelesvky</u>
Documents Attached	<u>Contract</u>
Account #	<u>05-60-11601-5309001</u>
MAC Code (for MAC use only)	<u>60 Artist Fee TR18_MOJO</u>

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

Need by:

1/19/18

Thank you!

Authorized Signature

Ellen McGowan

Date

1/8/18

ENGAGEMENT AGREEMENT

MOJO & The Bayou Gypsies
c/o JLM SUCCESS Management Chicago • (630) 415-1405

E-MAILED JAN 0 8 2018

Agreement for the personal services of performers on the engagement described below, made this 31st day of October, 2016, between McAninch Arts Center, 425 Fawell Blvd, Glen Ellyn, IL 60137 (hereinafter referred to as Purchaser) and MOJO & The Bayou Gypsies (sm) (hereinafter referred to as Artist).

1. Name and address of place of engagement: McAninch Arts Center, 425 Fawell Blvd, Glen Ellyn, IL 60137.
Contact is Diana Martinez, Director.
2. Date of engagement: Saturday, February 10, 2018.
3. Performance time(s): Approximately 8:00pm Central Time, two 45-minute concert sets with a 15 to 20 minute intermission.
4. Type of engagement: "MOJO & The Bayou Gypsies Mardi Gras"
5. Performance billing: MOJO & The Bayou Gypsies
6. Contract price: Purchaser shall pay to Artist \$12,500.00 (twelve-thousand five-hundred dollars), as the Performance Fee:
 - a. Purchaser shall pay a nonrefundable deposit to Artist in the amount of \$6250.00 (six-thousand two-hundred fifty dollars) by ~~December 15, 2016~~ *DEPOSIT TO BE PAID ON AUGUST 30, 2017*
 - b. Balance of Artist performance fee in the amount of \$6250.00 (six-thousand two-hundred fifty dollars) shall be paid by Purchaser to Artist prior to performance on Saturday, February 10, 2018.
 - c. Each payment to Artist is payable in ~~cash~~, company check or money order payable to MOJO & The Bayou Gypsies. *Deposit shall be mailed to MOJO & The Bayou Gypsies, 1110 Mitt Naquin Road-18, Arnaudville, LA 70512. OR ACH Payment. See MAC Rider # 5.*
7. Sound (P.A. system) and lights, with competent operators to be provided by Purchaser. Artist shall provide personal backline (drums, amps, instruments). All production items subject to Artist approval. Presenter shall provide technical specs for Sound, Lights and Backline to Artist prior to January 10, 2018.
8. Purchaser shall provide to Artist adequate pre-performance stage and sound access (at least three hours prior to showtime) to achieve Artist-approved set up and sound check.
9. No lodging required.
10. Purchaser agrees to hold harmless the Artist, and assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and damages related to or based upon the presentation or production of the show(s) in which Artist is to appear hereunder. It is expressly understood that it is Purchaser's total responsibility to provide any and all necessary liability insurance pertaining to the above-described performance. *ARTIST WILL PROVIDE CERTIFICATE OF INSURANCE, SEE MAC RIDER # 8*
11. Artist has sole right to merchandise any and all products pertaining to MOJO & The Bayou Gypsies at no expense to the Artist. Unless specific arrangements are made in advance between Artist's representative and Purchaser, Purchaser is not required to provide sales personnel, nor is Artist required to pay any percentage or fee to Purchaser or venue. *20% TO MAC IF NO SELLER; 30% TO MAC IF SELLER PROVIDED.*
12. If engagement is canceled by Purchaser for any reason other than an act of God (act of God not to include rain or snow), Purchaser shall still pay contract price to Artist, and Purchaser and Artist shall reschedule the performance within 90 days of the original performance date at a mutually agreed time. If engagement is canceled by Artist due to an act of God (including illness or weather), Purchaser and Artist shall reschedule the performance within 90 days of the original performance date at a mutually agreed time.
13. MOJO & The Bayou Gypsies, Sales Mark, and all Intellectual Property are owned by Mojo.
14. All elements of this agreement are strictly confidential between Purchaser and Artist.

PURCHASER:

McAninch Arts Center

Kim Michael Lee 2-16-17
Purchaser's signature *KIM MICHAEL-LEE, INTERIM CFO & TREASURER*
425 Fawell Blvd, Glen Ellyn, IL 60137

ARTIST: MOJO & The Bayou Gypsies

NO ATTACHED RIDERS ARE BINDING PARTS OF THIS CONTRACT.

[Signature]
Initial Purchaser Initial Artist Page 1 of 1

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

This Rider, dated **Tuesday, January 10, 2017**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **MOJO & The Bayou Gypsies** (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.
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. 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 January 10, 2018. 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 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 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: 

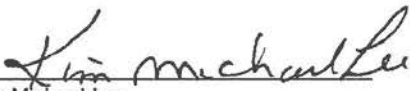
Diana Martinez
Director, McAninch Arts Center

Date: 01/10/17

By: 

MOJO & The Bayou Gypsies or
Artist Representative

Date: 3-8-2018

By: 

Kim Michael-Les
Interim CFO & Treasurer

Date: 2-16-17

**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	atthamac.org

1527790

01/17/2018

0230085

011918

V0491003

ARTIST FEE

0560116015309001

6,250.00

[Three horizontal wavy lines]

Ellen M. Lowan 1/19/18.

6,250.00

0230085

PAY ONLY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS

01/17/2018

\$*****6,250.00

J. Modelevsky
1110 Mitt Naquin Rd 18
Arnaudville LA 70512