

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087255

Vendor Name: Theatreworks USA

Invoice Number: B0353333

Invoice Date: 01/19/18

PO Number: B0353333

Check Number: 0230215

Check Amount: \$ 4,650.00

Check Date: 01/17/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0491177

Redaction Type: None

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

Document Below

From: junokasm@cod.edu
Sent: Mon Jan 08 16:22:47 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

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PAYABLES REQUEST FOR PAYMENT

E-MAIL: JAN 08 2018

Payment Date 1/19/2018Blanket Order # 353333Vendor # 1087255Vendor Name Theatreworks USATotal 4650⁰⁰Line # Line 2Line 3Payment Amount \$ 1,150.00\$ 3,500.00Account # 01-30-12151-530900105-60-11601-5309001MAC Code (for MAC use only) 60 Artist Fee TR18_DRAGONS\$ 450.0060 Artist Fee SS18_DRAGONS\$ 4,200.00Documents Attached ContractPlease hold check for pickup by
Ellen McGowan (x3009).

Need by:

1/19/18

Thank you!

Authorized Signature Ellen McGowanDate 1/8/18**AP VERIFIED**
01/11/18 - MARIA ZERRUDO

1/8/2018

_____	TOTAL
_____	<u>\$ 4,650.00</u>

theatreworksUSA

161 West 26th Street
7th Floor
New York, NY 10001

(212) 647-1100
Fax: (212) 824-5377

00002473

Diana Martinez
McAninch Arts Center
428 FAYELL BLVD,
Glen Ellyn, IL 60137

Work: (630) 842-3007
Email: martinezd59@ced.edu
Fax: (630) 842-3002

E-MAILED JAN 08 2018

Dear Diana:

January 18, 2017

When signed by you and us, this letter and the attached agenda (consisting of two pages) shall constitute an agreement between you (SPONSOR) and us (THEATREWORKS USA CORP.) relating to SPONSOR's presentation of performance(s) of the THEATREWORKS USA production entitled:

DRAGONS LOVE TACOS AND OTHER STORIES

Date(s) / Time(s) Location City and State

SEE ATTACHED SCHEDULE ADDENDUM

1. SPONSOR shall pay THEATREWORKS USA CORP.:
\$8,200.00 as performance (or residency) fee.
\$8,200.00 TOTAL

2. The total amount due under Paragraph 1 above shall be paid as follows.

Contract Deposit Fee: \$1,550.00
Contract Deposit Balance Due: \$4,650.00

\$6,200.00 TOTAL

Plus hotel for the evenings of February 1 and February 2, 2018 - Five Rooms

All payments shall be made to THEATREWORKS USA and mailed to the address set forth above, and any payments shall be deemed made only when received.

SPONSOR: If a signed copy of this agreement and any deposit required in paragraph 2 above, are not received by TheatreworksUSA by 2/28/2017, then TheatreworksUSA has the option to consider this contract null and void.

ACCEPTED AND AGREED TO:
McAninch Arts Center

Kim Michael Lee
KIM MICHAEL LEE, INTERIM CFO

Very truly yours,
THEATREWORKS USA

Belle Prather
Belle Prather

2-TREASURER

Date

2-21-17

Bo # 353333

Line 2 \$1,150⁰⁰

05-40-11401-5309001

Line 3 \$9,500⁰⁰

01-30-12151-5309001

TOTAL \$4050⁰⁰

Ellen McManis

1/8/18

theatreworksUSA

151 West 25th Street
7th Floor
New York, NY 10001

(212) 647-1100
Fax: (212) 934-6377

Schedule Addendum

Date(s) / Time(s)	Location	City and State	Details
2/2/2018 9:45 AM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD, GLEN ELLYN, IL 60137	
2/2/2018 11:30 AM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD, GLEN ELLYN, IL 60137	
2/2/2018 7:30 PM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD, GLEN ELLYN, IL 60137	



** FOR EACH SHOW SITE, PLEASE RETURN TO US WITH CONTRACT:

1. A MAP (can be hand drawn) indicating location of performance site.
2. The name and phone numbers (work and home) of person our stage manager will contact regarding technical coordination.
3. Schools: In Addition, please include name and phone number of principal.

ADDENDUM TO LETTER AGREEMENT

THEATREWORKS/USA CORP. - DRAGONS LOVE TACOS & OTHER STORIES

1. *THEATREWORKS/USA CORP. shall at its sole expense provide the production at the time(s), date(s), and place(s) designated in the letter agreement.*
2. *SPONSOR shall provide at its expense:*
 - a. *The theatre or auditorium to above (with stage cleared and complete with adequate stage lighting) made available to THEATREWORKS/USA CORP. exclusively two hours prior to the performance(s).*
 - b. *2 people to help load and unload scenery before and after performances and to run lights during the performance.*
3. *It is further agreed as follows:*
 - a. *On all billboards, promotional brochures, paid advertisements and on the title page of all programs THEATREWORKS/USA CORP. shall be accorded billing as follows:*

(name of sponsor) presents
the Theatreworks USA production
of
(name of show)
 - b. *There shall be no audio or visual broadcast or recording of the performances permitted.*
 - c. *There shall be no discrimination or segregation in admission or seating based on race, sex, national origin or religion.*
 - d. *THEATREWORKS/USA CORP. shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical inability of any of THEATREWORKS/USA CORP. personnel to perform, or act or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, or any other cause beyond THEATREWORKS/USA CORP.'s control; but payment due THEATREWORKS/USA CORP. from SPONSOR allocable to such canceled performance(s) need not be made and, if already made, shall be refunded.*
 - e. *In the event SPONSOR cancels any performance(s) for any reason, the SPONSOR shall be liable to THEATREWORKS/USA CORP. for the full agreed upon amount set forth in the letter agreement.*
 - f. *Our pre-show set-up is scheduled to be completed by 1/2 hour before the scheduled performance time. We cannot begin our set-up earlier in order to allow for earlier seating. (If you wish to begin seating prior to 1/2 hour before the performance, you may do so, but be aware that the performers will probably still be setting up on stage.*
4. *SPONSOR recognizes that THEATREWORKS/USA CORP. is party to an agreement with Actors' Equity Association and therefore must comply with the following:*
 - a. *Separate dressing rooms (with mirrors) shall be provided for male and female Actors. Dressing rooms shall be comfortably heated and ventilated (as shall the stage) from the time the first Actor arrives, and shall have entrances and windows properly masked from the public to insure privacy.*
 - b. *Separate sanitary facilities close to the dressing rooms shall be provided for male and female Actors, shall have hot and cold running water, be clean and sanitary and whenever possible, separate from those provided to the audience.*
5. *The validity, construction and effect of this agreement shall be governed by the LAWS of the STATE of NEW YORK, ILLINOIS, see MAC RIDGE #11*

If the foregoing and the attachment accurately set forth your understanding with us, kindly sign and completely executed copy of the agreement and return to us. This shall constitute a binding agreement between us.



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

This Rider, dated Tuesday, January 31, 2017, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and Theatreworks USA Corp. (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 2, 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.

all PR materials available on the website - twusa.org

Performance Radius

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.

**COLLEGE OF DuPAGE
McAninch Arts Center**

ARTIST / ARTIST'S REPRESENTATIVE

By: 

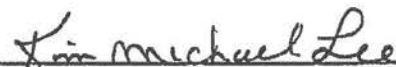
Diana Martinez
Director, McAninch Arts Center

By: 

Theatreworks USA Corp. or
Artist Representative

Date: 01/31/17

Date: 5/15/17

By: 

Kim Michael-Lee
Interim CFO & Treasurer

Date: 2-21-17

**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	atthetmac.org

B0353333
B0353333V0491177
V0491177Artist fee
Artist fee0560116015309001
01301215153090011,150.00
3,500.00
Ellen McHonor 1/19/18

4,650.00

0230215

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

01/17/2018

\$*****4,650.00

Theatreworks USA
151 W 26th St, 7th Flr
New York NY 10001