

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1530087
Vendor Name: Western and Southern Arts Asso
Invoice Number: 011918
Invoice Date: 01/19/18
PO Number: B0353773
Check Number: 0230247
Check Amount: \$ 5,200.00
Check Date: 01/17/2018
Department ID: 11601
Reviewer Name:
Voucher Number: V0491217
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

From: junokasm@cod.edu
Sent: Mon Jan 08 16:21:51 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.
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PRN303

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SCAN

PAYABLES REQUEST FOR PAYMENT

AP VERIFIED

01/11/18 - BETHANY CRUSE

E-MAILED JAN 08 2018

Payment Date 1/19/2018

Blanket Order # 353773

Vendor # 1530087

Vendor Name Western and Southern Arts (Holden Arts)

Line # Line 1

Payment Amount \$ 5,200.00

Account # 05-60-11601-5309001

Documents Attached Contract

MAC Code (for MAC use only) 60 Artist Fee TR18_TREE

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

Need by:

1/19/18

Thank you!

Authorized Signature Ellen McGowan

Date 1/8/18

CDP Theatre Producers
Suite 2A, 245 Chalmers Street
Redfern NSW 2016
Australia
Phone: 61 2 9011 5260

Dr. Brian Caputo, Vice President and Treasurer
(CFO), Administration Affairs
McAninch Arts Center, College of DuPage
College of DuPage, 425 Fawell Blvd.
Glen Ellyn, IL 60137

Represented by:

PLEASE
SEND
SIGNED
CONTRACTS
TO:

**Holden & Arts
Associates, Inc.**
P.O. Box 49036
Austin, Texas 78765
ph: 512-477-1859
fax: 512-477-3908
em: SS@holdenarts.org

Contact: Janey Sarther
ph: 630-942-4525
fax: 630-790-9806
email: sarther@cod.edu

E-MAILED JAN 08 2018

Tech Dir: Joe Hopper
ph: 630-942-2913
em: hopper@cod.edu

AGREEMENT made and entered into this **26th day of April, 2017**, by and between **CDP Theatre Producers of Sydney, Australia** hereinafter referred to as the "**COMPANY**" and **McAninch Arts Center, College of DuPage of Glen Ellyn, Illinois** hereinafter referred to as the "**PRESENTER.**"

1. The PRESENTER hereby engages the COMPANY for, and the COMPANY hereby agrees to present:

SERVICE(S)	FACILITY	DATE/TIME(S)
Two performances of <i>The 13-Story Treehouse</i>	McAninch Arts Center Glen Ellyn, IL	February 6, 2018: 9:45am & 11:30am

Load-in: February 5, 2018, Time To Be Mutually Agreed Upon

Should there be any item "TBA" in the above schedule, it is agreed that the PRESENTER shall finalize the schedule no later than 2 (TWO) months prior to the engagement.

2. In consideration of the COMPANY performing the service(s) hereinabove stated, the PRESENTER agrees to pay the COMPANY compensation in the amount of \$6,500 (Six Thousand Five Hundred Dollars) plus housing (five rooms for one night) as follows:

A. \$1,300 (One Thousand Three Hundred Dollars) advance deposit paid in the form of a ~~company check~~ made payable to **Holden & Arts Associates for the services of CDP Theatre Producers**, and mailed to **P.O. Box 49036, Austin, TX 78765** to reserve dates and times above. Said deposit will be delivered to Holden & Arts Associates on or before August 15, 2017. *[Signature]*

B. \$5,200 (Five Thousand Two Hundred Dollars) balance due in the form of a ~~company check~~ made payable to **Holden & Arts Associates for the Services of CDP Theatre Producers** and mailed to **P.O. Box 49036, Austin, TX 78765** prior to the final performance on February 6, 2018. *[Signature]*

[Handwritten: X7300]
COLLEGE CHECK OR
ACH PAYMENT,
SIC MACRIDER
#5

INITIALS
[Signature]
-14

COLLEGE CHECK OR ACH PAYMENT,
SIC MACRIDER
#5

INITIALS
[Signature]
-14

3. Unless otherwise noted in **Item 2** above, the **COMPANY** agrees to provide, at its own expense, the following:

- A. All costumes, properties, scenery and audio media as may be necessary for the performance.
- B. Transportation for all **COMPANY** personnel to and from the site of the performance.
- C. Lodging and sustenance for all **COMPANY** personnel.
- D. Promotional materials will be downloadable from **COMPANY** Dropbox 8 weeks in advance of the performance on the company's website.
- E. A light plot and specific technical requirements will be available on **COMPANY** website a minimum of eight (8) weeks in advance of the performance(s).
- F. Playbill/program copy and credits will be available on **COMPANY** website 60 days in advance of the performance. If the **PRESENTER** publishes a program, **COMPANY** reserves the right to limit program copy editing.
- G. **PRESENTER** agrees to include company tour sponsor credits in programs.

4. The **PRESENTER** agrees to meet, at its own expense, the technical requirements for this production as laid out in the attached **Addendum A: Technical Rider**, which is to be deemed an integral part of this agreement. In addition to the technical requirements laid out in Addendum A, the **PRESENTER** agrees to provide, at its own expense, the following:

- A. A THEATRE, or other performance space, which is acceptable to the **COMPANY** in the **COMPANY**'s sole judgment. Said space shall be heated or cooled as necessary, cleaned, lighted, licensed, and in good order. Further, the space shall be equipped with suitable dressing rooms and toilet facilities, specifically detailed in Item 5, "Safe and Sanitary Regulations", contained below.
- B. STAGE shall be clear of all obstructions, including platforms, projection screens, scenery and any articles likely to cause impediment. The stage shall be clean and swept. Minimum stage dimensions: Please refer to Addendum A for specific dimensions for this production.
- C. LIGHTING. Presenter will meet the lighting requirements as specified in Addendum A. The lighting equipment must be available and in working order at the time of load-in. The light plot will be available on **COMPANY** website, and must be hung, circuited, colored, and troubleshot by the **PRESENTER**'S crew prior to **COMPANY**'S arrival.
- D. SOUND. **PRESENTER** shall provide sound support for this production as specified in Addendum A. All sound equipment must be available and in working order prior to the **COMPANY**'S arrival.
- E. LOADING. **PRESENTER** shall provide parking as specified in Addendum A. **PRESENTER** shall arrange in advance any necessary permits for access to the loading dock, and **COMPANY** shall have access to the loading dock throughout its stay.
- F. MAINTENANCE. **PRESENTER** shall make available upon request shop space and laundry facilities, if such exist under his control, for the maintenance of set, props and costumes.

G. CREW. A theatrically knowledgeable crew, with a designated supervisor present at all times (including load-in, performances, and load-out), is to be available as specified in Addendum A. Crew shall include a person authorized to clear parking spaces, and with access to all relevant areas of the theatre (dressing rooms, control rooms, electrical rooms). If required by local unions, PRESENTER shall be responsible for satisfying minimum requirements.

H. Wherever portions of a residency are to be provided at different locations, PRESENTER will supply transportation between the theatre and other locations at no cost to COMPANY.

I. PRESENTER shall provide the printing and distribution of all tickets and programs for the performance(s).

J. All advertising and other printed materials relating to the performance, all of which will carry billing to the effect that PRESENTER "presents a CDP Kids production, THE 13-STORY TREEHOUSE. A play by Richard Tulloch adapted from the book by Andy Griffiths and Terry Denton"

K. All front of house staff, including box office personnel, ticket takers, ushers, security, janitors and such other personnel as may be necessary for the performance(s) to be presented. PRESENTER shall designate one person to coordinate the start and intermissions of the performance with COMPANY'S Stage Manager.

L. Should the SERVICES already include a SENSORY FRIENDLY performance (hereafter SF); the PRESENTER agrees to plan with the COMPANY what modifications will be made to the production no later than four (4) months prior to the engagement; the modifications to the production will be mutually agreed upon by both parties. Should the modifications require additional technical or rehearsal time at the venue, the COMPANY may negotiate with the PRESENTER for payment for that extra time spent by their company members.

M. Should the PRESENTER desire to request that one or more of the performances scheduled be a SENSORY FRIENDLY performance (hereafter SF), they will make such request to the COMPANY no later than four (4) months prior to the beginning of the engagement. The COMPANY may accept or decline the request. Should they agree to offer a SF performance, then the modifications to the production will be mutually agreed upon. Should such modifications require additional technical or rehearsal time at the venue, the COMPANY may negotiate with the PRESENTER for payment for that extra time spent by their company members.

5. SAFE AND SANITARY REGULATIONS

A. Separate dressing rooms for male and female COMPANY members shall be provided.

B. Dressing rooms shall be of a permanent type. Each COMPANY member shall be provided sufficient and suitable dressing table space. All dressing rooms shall be properly heated and cooled and shall have adequate lights, mirrors, AC outlets, shelves, and wardrobe racks, or hooks, for the COMPANY members' make-up and dressing equipment.

C. Use of fluorescent lighting for make-up is prohibited unless the fluorescent lighting is specifically warranted by the manufacturer to be for make-up purposes.

D. All dressing rooms shall be equipped with air-conditioning systems, air-cooling systems or some similar type mechanical device to ensure proper ventilation and circulation of fresh, cool air. PRESENTER agrees to provide heat in the dressing rooms, if the outside temperature falls below sixty (60) degrees.

E. Alleys and roads leading to stage doors of theatre shall be accessible and properly lighted. Runways between dressing rooms and theatres shall be covered and paved or boarded.

F. Dressing Room entrances and windows shall be properly masked from view of the audience to ensure privacy of COMPANY member(s).

G. Separate toilet facilities will be provided for both male and female COMPANY member(s), and shall be clean and sanitary. Said facilities will be separate from those provided for audience members.

H. PRESENTER will provide soap, toilet tissue and paper towels. Sinks and showers with hot and cold running water shall be reasonably convenient to the dressing rooms. "Reasonably convenient to" shall mean within the same building, in the dressing room area.

I. An intercom system between the stage area and the dressing rooms shall be in all theatre spaces in order that dialogue from the stage shall be audible in the dressing room(s).

J. Ample, pure, cool drinking water shall be provided wherever the COMPANY member(s) are required to rehearse or perform.

6. It is agreed that the COMPANY will have uninterrupted access to the performance space twelve (12) hours prior to the performance(s) and said space shall be reserved for the COMPANY's use as required throughout the residency.

7. The person in charge of the performance space shall be present at the time of arrival of the COMPANY and shall permit COMPANY access to any and all space and/or equipment to be used by the COMPANY.

8. PRESENTER agrees to furnish ten (10) complimentary tickets per performance, for use by the COMPANY. The COMPANY will request or release these tickets two hours prior to the performance(s).

9. In the event that the performance of any of the covenants of this agreement on the part of the COMPANY or PRESENTER shall be prevented by an Act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strikes, civil tumult, campus disruption, war epidemic, interruption or delay of transportation service or any cause beyond its or their reasonable control, the COMPANY and PRESENTER shall be relieved of their obligations with respect to performance(s) so prevented. Neither PRESENTER nor COMPANY shall be required to offer or perform the production. However, if the COMPANY is present in the PRESENTER's city and is ready to do the performance(s), the PRESENTER will pay for all documented expenses incurred by the COMPANY. Every attempt shall be made to reschedule, however the COMPANY shall be under no obligation to present performance(s) at any other time.

10. In the event that the performance(s) are cancelled by PRESENTER for any reason other than those listed in Item 9 of this agreement, PRESENTER shall be under obligation to pay to COMPANY the total payment for this engagement.

11. This agreement cannot be assigned or transferred to any other party without the written consent of the COMPANY, and contains the complete understanding of the parties respecting the subject matter hereof.

12. This agreement shall be deemed entered into in the State in which the engagement takes place and shall be construed under the laws of that State. Any controversy arising under this agreement shall be submitted to binding arbitration in that State under the then prevailing rules of the American Arbitration Association.

13. PRESENTER agrees to use program copy provided by COMPANY, and shall print on all programs such credits as COMPANY requests. All paid advertising and publicity materials under the PRESENTER'S control shall indicate CDP THEATRE PRODUCERS and include the logo wherever the title of the play appears. All programs shall include the following in bold face type on the credit page: "The taking of photographs or the use of recording devices during the performance is strictly prohibited." All programs shall include the following: "This performance is presented through arrangements made by Holden & Arts Associates Inc. For booking information, contact: P.O. Box 49036, Austin, TX 78765, 512-477-1859, www.holdenarts.org." Copies of all printed material will be forwarded to the COMPANY no later than 2 weeks following the engagement.

14. The PRESENTER agrees to indemnify and hold harmless the COMPANY of and from all claims of all persons for personal injuries and/or property damage arising in any manner in connection with the above specified program, except to the extent that any such claim may be occasioned by the negligent act of the COMPANY, its employees or agents.

15. The COMPANY agrees to indemnify and hold harmless the PRESENTER of and from all claims of all persons for personal injuries and/or property damage arising in any claim manner in connection with the above specified program, except to the extent that any such may be occasioned by the negligent act of the PRESENTER, its employees or agents.

16. AGENT. The COMPANY warrants that Holden & Arts Associates, Inc., of Austin, TX, is duly authorized to broker in the booking of this engagement and that the COMPANY will pay HAA for services as provided in a separate agreement between HAA and the COMPANY.

17. The PRESENTER will indicate acceptance of all the foregoing terms by providing the signature of a duly authorized representative in the space below provided, and return with:

A. All copies of the contract, signed;

B. Complete ground plans, elevations, and the enclosed Technical Questionnaire, and directions to the performance facility.

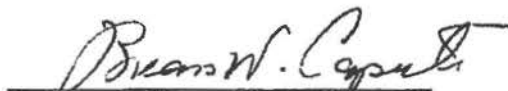
IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year hereinbelow written.



April 26, 2017

For CDP Theatre Producers

Date



5/8/17

PRESENTED BY Brian W. Caputo, CPA

Date

Vice President/CFO

Administrative Affairs

CDP THEATRE PRODUCERS – The 13-Story Treehouse USA Tour 2018

ADDENDUM A: TECHNICAL RIDER as at April 2017

Touring Company

The production has a touring party of 5 including 3 Actors, Company Stage Manager and Assistant Stage Manager.

Venue Crew Requirements

Load in: 4 x multi-skilled crew x 5 hours – If departmental please provide as follows:

4 x Stage Crew 3 hrs
3 x LX 2 hrs
1 x Audio 2 hrs

Show crew: 1 x Lighting Desk Operator, 1 x Stage Crew

Load Out: 4 Stage crew x 2 hrs

(If departmental please have 3 x Stage Crew, 1x LX. LX will need to load the truck)

Load out will take approximately 2 hrs.

Touring Set

The set consists of a square aluminum truss which is bolted together – 4 upright custom built box truss sections 3.6m tall and 4 flat truss connecting the uprights span 7.2m wide & 3.6m deep. All other set items are on castors and get moved around the stage during the show. These include a large 'roadcase', a prop Stage Management desk and a tall wooden box, of which 2 sides collapse.

There are also two large inflatable set items - a large gorilla eye, which is attached to a frame on castors and a gorilla foot which is held in place by crew. We will require two power points USL for the fans (which are toured).

Venue to supply 2 x 8ft A-Frame Ladder and an Elevated Working Platform if available. Required to erect the set.

3 x Props tables

Staging Requirements

The production will use in-house standard black masking including a black smother/tabs rigged at no less than 23ft from DS edge of stage plus legs and borders which suitably cover sightlines and allow entries/exits to the stage. **All masking must be pre-rigged prior to the Company's arrival.**

MINIMUM REQUIREMENTS

Load In Time: 5 hours

Crew Needs: Load in – 4 x Multi-skilled crew or if departmental then 4 x Stage Crew, 3 x LX, 1 x Audio.

During Show – 1 x LDO, 1 x Stage Crew. Load out – 4 x multi skilled crew

Min. Stage Size: 26ft width x 26ft deep, 17ft height, but 20ft is more ideal (to lighting grid) –The set is 12 ft tall and we need clearance from the lighting grid

Sound Needs: FOH PA, 2 x Foldback speakers, in-house sound desk, 4 x comms, 1 x 50ft XRL lead

Load Out Time: 2 hours

We require an additional minimum of 6.5ft of wing space on each side of the stage.

Lighting & AV Requirements

Lighting must be pre-rigged, colored, flashed out and rig pre-focused prior to the arrival of the Company. Please ensure all touring set/prac LX have patch leads run and checked. See lighting plan for detailed lighting notes.

Theatrical smoke is used during the production. Please ensure smoke detectors are isolated.

The production includes a number of AV elements. The production tours with all equipment but will require power and powerboard and a long (approx. 50ft) XLR lead to run audio for our laptop which will be situated USC.

Sound Requirements

The sound operation position should be the standard sound position or at the rear of the auditorium (not in an enclosed room). The audio will be operated by the Touring Stage Manager using venue sound desk via in-house audio console, FOH PA and foldback. The sound effects are run from QLAB via a presonus sound card using in-house audio console, FOH PA and foldback. The Stage Manager will also call the show from this position.

The production is touring 4 x Sennheiser radio RX/TX with Countryman headset microphones and receivers. Please refer to sound patch diagram and sound input list.

Venue to supply

- FOH PA with Left & Right split and sufficient coverage for all seating areas
- Will require in-house sound desk
- 2 x foldback speakers discreetly positioned, either flown or in the wings D.S. If they are small enough, they can fit in the 2x D.S columns of our truss set.
- 6 x AA professional standard batteries for each two performances
- Intercomms at the following positions: Sound operation position, LX Operation position, Stage left and Stage Right on long leads
- 1 x XLR lead USB to run audio from AV laptop which will be situated USB

Laundry

The production requires access to:

- washing machine and dryer
- iron and ironing board

Dressing Rooms

The production requires access to:

- 5 x dressing rooms with mirrors, suitable cooling/heating and showers
- Access to a Green Room with fridge, microwave, sink and running water

Special Effects

Haze machine used (toured)

Stage Management

Venue to supply venue intercomms for SM, LX, ASM and MX (as above)

Truck and Parking

The production tours in a 5 tonne truck which requires access to the loading dock and all day parking. Parking also supplied for 1 sedan.

FOH Information

- The running time is 1 hr (no interval)
- There is no late comer point.
- Strictly **no photography or recording is to be undertaken by audience members.**
- Yellow toys may get thrown off stage during the performance. Please make sure they get returned to the stage post show.

Catering

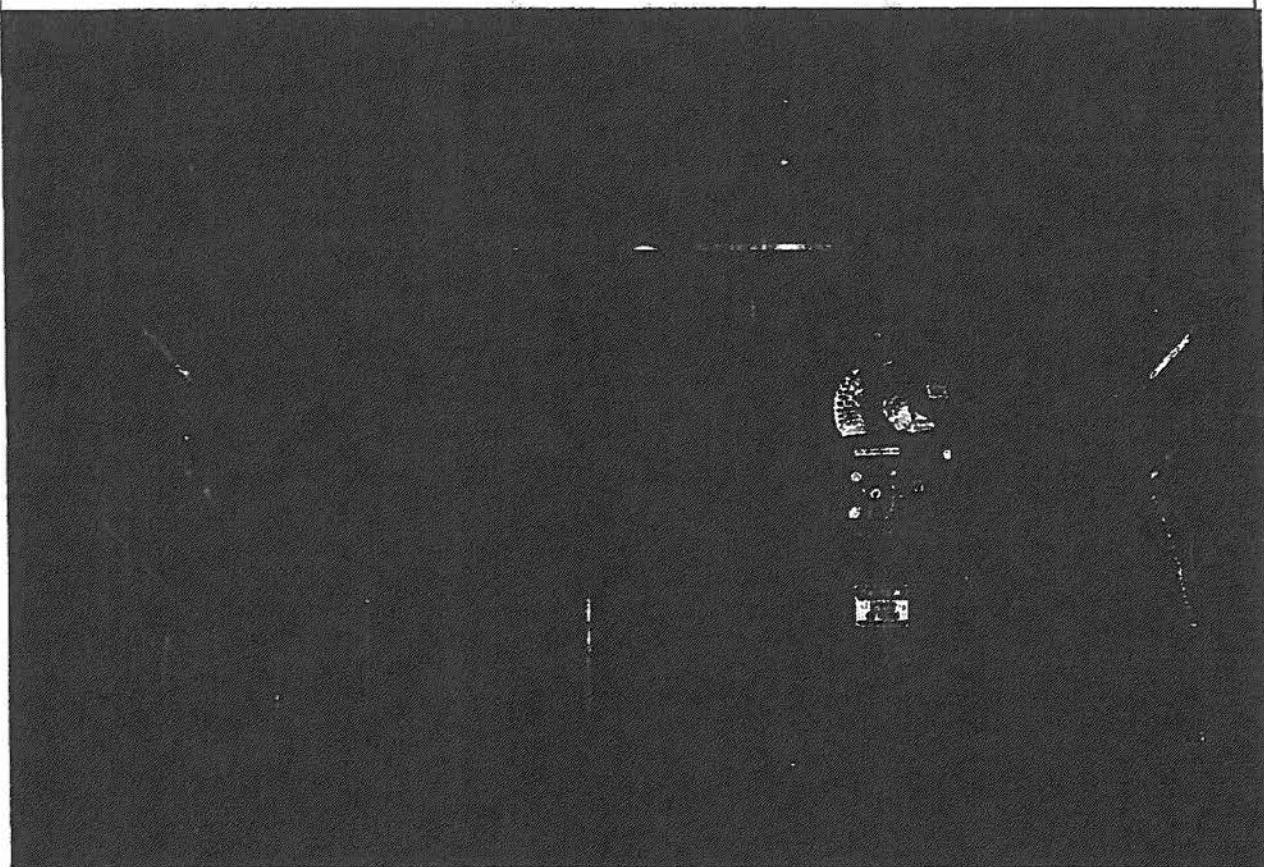
On any day which includes load in and/or out and Performances in the same day, catering (sandwiches and water or similar) for 2 crew members is required. On any day which includes 3 x performances, catering (sandwiches and water or similar) for 5 x company members is required.

Contact Details

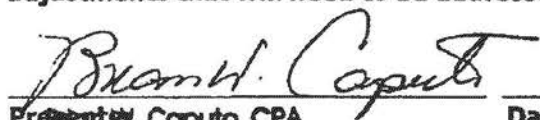
Please contact:

Producer: Andrew Threlfall + 61 2 9011 5260 / +61 419 955 378 / andrew@cdp.com.au

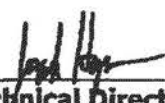
PLEASE NOTE TIME DIFFERENCE BETWEEN AUSTRALIA AND THE USA IF CALLING



Presenter and Technical Director: Please sign here to acknowledge and accept the terms of this technical rider. In doing so, you are confirming that you have noted and initialed on this rider any adjustments that will need to be addressed during the advance.



Matthew Caputo, CPA
Vice President/CFO
Administrative Affairs
Date



Technical Director
Date 5-2-17

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated Friday, April 28, 2017, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and CDP Theatre Producers of Sydney, Australia (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 8, 2018, naming College of DuPage as Certificate Holder. 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. 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: 

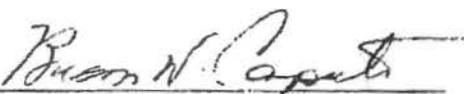
Diana Martinez
Director, McAninch Arts Center

By: 

**CDP Theatre Producers of Sydney,
Australia or Artist Representative**

Date: 04/28/17

Date: 5/24/17

By: 

Brian Caputo, VP Administration CFO
College of DuPage

Date: 5/8/17

**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
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